

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

SENECA FAMILY OF AGENCIES

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 SENECA FAMILY OF AGENCIES, 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 of Social Services was approved by COUNTY on November 19, 2002, for the

1 purpose of delivering Wraparound Services in Orange County;

2 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 independent
22 contractor and shall be wholly responsible for the manner in which it performs
23 the services required of it by the terms of this Agreement. Nothing herein
24 contained shall be construed as creating the relationship of employer and
25 employee, or principal and agent, between COUNTY and CONTRACTOR or any of
26 CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the
27 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 Exhibit to the Agreement between County of
7 Orange and Seneca Family of Agencies 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 Seneca Family of
10 Agencies 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 operate
13 continuously throughout the term of this Agreement with the number and type of
14 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 appropriate
20 staff to attend an orientation session and subsequent training sessions given
21 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 Requirements 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 or
14 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 license
26 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 of
8 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
4 it 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 Civil
16 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
17 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act
18 of 1977, as amended, and in particular 7 CFS section 272.6; Title II of the
19 Americans with Disabilities Act of 1990, as amended; California Civil Code
20 Section 51 et seq., as amended; California Government Code (CGC) Sections
21 11135-11139.5, as amended; CGC Section 12940 (c), (h) (1), (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 8.6.1.1 Discrimination Complaint Form

15 8.6.1.2 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

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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: Seneca Family of Agencies
18302 Irvine Blvd., Suite 300
Irvine, CA 92780-3437

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

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

12 12. INSURANCE

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

1 CONTRACTOR through the entirety of this agreement for inspection by COUNTY
2 representative(s) at any reasonable time.

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

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

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

15 12.5 Qualified Insurer:

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

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

26 12.6 The policy or policies of insurance maintained by CONTRACTOR
27 shall 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 12.7 Required Coverage Forms:

19 12.7.1 Commercial General Liability coverage shall be written on
20 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
21 liability coverage at least as broad.

22 12.7.2 Business Auto Liability coverage shall be written on ISO
23 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
24 coverage at least as broad.

25 12.8 Required Endorsements:

26 12.8.1 Commercial General Liability policy shall contain the
27 following endorsements, which shall accompany the Certificate of Insurance:

28 12.8.1.1 An Additional Insured endorsement using ISO form

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

4 12.8.1.2 A primary non-contributing endorsement evidencing
5 that CONTRACTOR's insurance is primary and any insurance or self-insurance
6 maintained by the County of Orange shall be excess and non-contributing.

7 12.8.2 The Network Security and Privacy Liability policy shall
8 contain the following endorsements which shall accompany the Certificate of
9 Insurance.

10 12.8.2.1 An Additional Insured Endorsement naming the
11 County of Orange, its elected and appointed officials, agents and employees as
12 Additional Insureds for its vicarious liability.

13 12.8.2.2 A primary and non-contributing endorsement
14 evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
15 insurance maintained by the County of Orange shall be excess and non-
16 contributing.

17 12.9 All insurance policies required by this Agreement shall waive all
18 rights of subrogation against the County of Orange, its elected and appointed
19 officials, officers, agents and employees when acting within the scope of
20 their appointment or employment.

21 12.10 The Workers' Compensation policy shall contain a waiver of
22 subrogation endorsement waiving all rights of subrogation against the County
23 of Orange, its elected and appointed officials, officers, agents and
24 employees.

25 12.11 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
26 of any policy cancellation and ten (10) days for non-payment of premium and
27 provide a copy of the cancellation notice to COUNTY. Failure to provide
28 written notice of cancellation may constitute a material breach of the

1 contract, upon which the County may suspend or terminate this Agreement.

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

5 12.13 The Commercial General Liability policy shall contain a
6 severability of interests clause also known as a "separation of insureds"
7 clause (standard in the ISO CG 0001 policy).

8 12.14 Insurance certificates should be mailed to COUNTY at the address
9 indicated in Paragraph 9 of this Agreement.

10 12.15 If CONTRACTOR fails to provide the insurance certificates and
11 endorsements within seven (7) days of notification by CEO/County Procurement
12 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13 12.16 COUNTY expressly retains the right to require CONTRACTOR to
14 increase or decrease insurance of any of the above insurance types throughout
15 the term of this Agreement. Any increase or decrease in insurance will be as
16 deemed by County of Orange Risk Manager as appropriate to adequately protect
17 COUNTY.

18 12.17 COUNTY shall notify CONTRACTOR in writing of changes in the
19 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
20 certificates of insurance and endorsements with COUNTY incorporating such
21 changes within thirty (30) days of receipt of such notice, this Agreement may
22 be in breach without further notice to CONTRACTOR, and COUNTY shall be
23 entitled to all legal remedies.

24 12.18 The procuring of such required policy or policies of insurance
25 shall not be construed to limit CONTRACTOR's liability hereunder nor to
26 fulfill the indemnification provisions and requirements of this Agreement, nor
27 act in any way to reduce the policy coverage and limits available from the
28 insurer.

1 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

2 CONTRACTOR shall report to COUNTY:

3 13.1 Any accident or incident relating to services performed under this
4 Agreement which involves injury or property damage which may result in the
5 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
6 shall be made in writing within twenty-four (24) hours of occurrence.

7 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising
8 from or related to services performed by CONTRACTOR under this Agreement. Such
9 report shall be submitted to COUNTY within twenty-four (24) hours of
10 occurrence.

11 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
12 property. Such report shall be submitted to COUNTY within twenty-four (24)
13 hours of occurrence.

14 13.4 Any loss, disappearance, destruction, misuse, or theft of any kind
15 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
16 under the term of this Agreement. Such report shall be submitted to COUNTY
17 within twenty-four (24) hours of occurrence.

18 14. CONFLICT OF INTEREST

19 14.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
20 any actions or conditions that could result in a conflict with the best
21 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
22 agents, relatives, subcontractors, and third parties associated with
23 accomplishing the work hereunder.

24 14.2 CONTRACTOR's efforts shall include, but not be limited to,
25 establishing precautions to prevent its employees or agents from making,
26 receiving, providing, or offering gifts, entertainment, payments, loans, or
27 other considerations which could be deemed to appear to influence individuals
28 to act contrary to the best interests of COUNTY.

1 15. ANTI-PROSELYTISM PROVISION

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

6 16. SUPPLANTING GOVERNMENT FUNDS

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

16 17. EQUIPMENT

17 17.1 All items purchased with funds provided under this Agreement, or
18 which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of
19 at least five thousand dollars (\$5,000.00), including sales tax, shall be
20 considered Capital Equipment. Title to all Capital Equipment shall, upon
21 purchase, vest and remain in COUNTY. The use of such items of Capital
22 Equipment is limited to the performance of this Agreement. Upon the
23 termination of this Agreement, CONTRACTOR shall immediately return any items
24 of Capital Equipment to COUNTY or its representatives, or dispose of them in
25 accordance with the directions of ADMINISTRATOR.

26 CONTRACTOR further agrees to the following:

27 17.1.1 To maintain all items of Capital Equipment in good working
28 order and condition, normal wear and tear excepted.

1 17.1.2 To label all items of Capital Equipment, do periodic
2 inventories as required by ADMINISTRATOR and to maintain an inventory list
3 showing where and how the Capital Equipment is being used, in accordance with
4 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
5 ADMINISTRATOR within ten (10) days of any request therefore.

6 17.1.3 To report in writing to ADMINISTRATOR immediately after
7 discovery, the loss or theft of any items of Capital Equipment. For stolen
8 items, the local law enforcement agency must be contacted and a copy of the
9 police report submitted to ADMINISTRATOR.

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

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

23 17.3 Personal Computer Equipment:

24 No personal computers and/or personal electronic devices, such as
25 tablets and laptop computers, or any component thereof may be purchased with
26 funds provided under this Agreement regardless of purchase price, without
27 prior written approval of ADMINISTRATOR. Any such purchase shall be in
28 accordance with specifications provided by ADMINISTRATOR, be subject to the

1 same inventory control conditions specified in Subparagraphs 17.1.1 to 17.1.4
2 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
3 upon termination of this Agreement.

4 18. BREACH SANCTIONS

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

10 18.1 Afford CONTRACTOR a time period within which to cure the breach,
11 which period shall be established by ADMINISTRATOR; and/or

12 18.2 Discontinue reimbursement to CONTRACTOR for and during the period
13 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
14 later recovery; and/or

15 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
16 COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

17 ADMINISTRATOR will give CONTRACTOR written notice of any action
18 pursuant to this paragraph, which notice shall be deemed served on the date of
19 mailing.

20 19. PAYMENTS

21 19.1 Maximum Contractual Obligation:

22 The maximum obligation of COUNTY under this Agreement shall be
23 \$2,100,000, or actual allowable costs, whichever is less.

24 19.2 Allowable Costs:

25 During the term of this Agreement, COUNTY shall pay CONTRACTOR
26 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
27 pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by
28 ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR

1 for anticipated allowable costs that will be incurred by CONTRACTOR for June
2 2017, during the month of such anticipated expenditure.

3 19.3 Claims:

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

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

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

24 19.3.4 Year End and Final Claims:

25 19.3.4.1 CONTRACTOR shall submit a final claim by no
26 later than August 30, 2017. Claims received after August 30th at ADMINISTRATOR's
27 sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon
28 which the final claim must be received, upon written notice to CONTRACTOR.

1 19.3.4.2 The basis for final settlement shall be the
2 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230, incurred
3 and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the
4 maximum obligation of COUNTY. In the event that any overpayment has been made,
5 COUNTY may offset the amount of the overpayment against the final payment. In
6 the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all
7 such sums within five (5) business days of notice from COUNTY. Nothing herein
8 shall be construed as limiting the remedies of COUNTY in the event an
9 overpayment has been made.

10 19.3.5 Seventy-Five Percent Expenditure Notification:

11 19.3.5.1 CONTRACTOR shall maintain a system of record
12 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
13 five percent (75%) of the total contract authorizations under this Agreement.
14 Upon occurrence of this event, CONTRACTOR shall send written notification to
15 ADMINISTRATOR.

16 20. OVERPAYMENTS

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

1 COUNTY necessary to enforce the provisions set forth in this paragraph.

2 21. OUTSTANDING DEBT

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

6 22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

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

16 23. FINAL REPORT

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

22 24. INDEPENDENT AUDIT

23 24.1 CONTRACTOR shall employ a licensed certified public accountant who
24 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
25 related expenditures during the term of this Agreement in compliance with the
26 OMB Circular A-133, Audits of States, Local Governments and Non-Profit
27 Organizations. The audit must be performed in accordance with generally
28 accepted government auditing standards and 2 CFR Part 230. The audit must be

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

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

13 25. RECORDS, INSPECTIONS AND AUDITS

14 25.1 Financial Records:

15 25.1.1 CONTRACTOR shall prepare and maintain accurate and
16 complete financial records. Financial records shall be retained, by
17 CONTRACTOR, for a minimum of five (5) years from the date of final payment
18 under this Agreement or until all pending COUNTY, State and Federal audits are
19 completed, whichever is later.

20 25.1.2 CONTRACTOR shall establish and maintain reasonable
21 accounting, internal control and financial reporting standards in conformity
22 with generally accepted accounting principles established by the American
23 Institute of Certified Public Accountants and to the satisfaction of
24 ADMINISTRATOR.

25 25.2 Client Records:

26 25.2.1 CONTRACTOR shall prepare and maintain accurate and
27 complete records of clients served and dates and type of services provided
28 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

1 25.2.2 All client records related to services provided under the
2 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
3 (5) years from the date of final payment under this Agreement or until all
4 pending COUNTY, State and Federal audits are completed, whichever is later.
5 Notwithstanding anything to the contrary, upon termination of this Agreement,
6 CONTRACTOR shall relinquish control with respect to client records to COUNTY
7 in accordance with Subparagraph 42.2.

8 25.2.3 COUNTY may refuse payment for a claim if client records
9 are determined by COUNTY to be incomplete or inaccurate. In the event client
10 records are determined to be incomplete or inaccurate after payment has been
11 made, COUNTY may treat such payment as an overpayment within the provisions of
12 this Agreement.

13 25.3 Public Records:

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

19 25.4 Inspections and Audits:

20 25.4.1 The U.S. Department of Health and Human Services,
21 Comptroller General of the United States, Director of CDSS, State Auditor-
22 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
23 Department, or any of their authorized representatives, shall have access to
24 any books, documents, papers and records, including medical records, of
25 CONTRACTOR which any of them may determine to be pertinent to this Agreement
26 for the purpose of financial monitoring. Further, all the above mentioned
27 persons have the right at all reasonable times to inspect or otherwise
28 evaluate the work performed or being performed under this Agreement and the

1 premises in which it is being performed.

2 25.4.2 CONTRACTOR shall make its books and financial records
3 available within the borders of Orange County within ten (10) days of receipt
4 of written demand by ADMINISTRATOR.

5 25.4.3 In the event CONTRACTOR does not make available its books
6 and financial records within the borders of Orange County, CONTRACTOR agrees
7 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
8 designee, necessary to obtain CONTRACTOR's books and financial records.

9 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
10 liability to the State or Federal government or any agency thereof resulting
11 from any disallowances or other audit exceptions to the extent that such
12 liability is attributable to CONTRACTOR's failure to perform under this
13 Agreement.

14 26. PERSONNEL DISCLOSURE

15 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
16 all personnel providing services hereunder, including résumés and job
17 applications. Changes to the list will be immediately provided to
18 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
19 application. The list shall include:

20 26.1.1 Names and dates of birth of all full or part-time
21 personnel by title, including volunteer personnel, whose direct services are
22 required to provide the programs described herein;

23 26.1.2 A brief description of the functions of each position and
24 the hours each person works each week; or for part-time personnel, each day or
25 month, as appropriate;

26 26.1.3 The professional degree, if applicable, and experience
27 required for each position; and

28 26.1.4 The language skill, if applicable, for all personnel.

1 26.2 Where authorized by law, CONTRACTOR's employment applications
2 shall require applicants to provide detailed information regarding the
3 conviction of a crime by any court, for offenses other than minor traffic
4 offenses. Information not disclosed in the employment application discovered
5 subsequent to the hiring or promotion of any applicant shall be cause for
6 termination of that employee from the performance of services under this
7 Agreement.

8 26.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
9 COUNTY a clearance on the following public websites the names and dates of
10 birth for all employees and/or volunteers who will have direct, interactive
11 contact with clients served through this Agreement: U.S. Department of
12 Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
13 Offenders Registry (www.meganslaw.ca.gov).

14 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
15 COUNTY, a criminal record background checks on all employees (direct service
16 and administrative) funded through this Agreement and also all non-funded
17 staff (e.g. volunteers, in-kind staff, etc.) who will have direct, interactive
18 contact with clients served through this Agreement. Background checks
19 conducted through the California Department of Justice shall include a check
20 of the California Central Child Abuse Index, when applicable. Candidates will
21 satisfy background checks consistent with this Paragraph and their performance
22 of services under this Agreement.

23 26.5 In the event a record is revealed through the processes described
24 in Subparagraphs 26.3 and 26.4, COUNTY will be available to consult with
25 CONTRACTOR on appropriateness of personnel providing services through this
26 Agreement.

27 26.6 CONTRACTOR warrants that all persons employed or otherwise
28 assigned by CONTRACTOR to provide services under this Agreement have

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

10 26.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
11 arrest and/or subsequent conviction, for offenses other than minor traffic
12 offenses, of any paid employee and/or volunteer staff performing services
13 under this Agreement, when such information becomes known to CONTRACTOR.
14 ADMINISTRATOR may determine whether such employee and/or volunteer may
15 continue to provide services under this Agreement and shall provide notice of
16 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
17 with ADMINISTRATOR's decision shall be deemed a material breach of this
18 Agreement, pursuant to Paragraph 18 above.

19 26.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 staff performing work hereunder and any proposed changes in CONTRACTOR's
21 staff.

22 26.9 COUNTY shall have the right to require CONTRACTOR to remove any
23 employee from the performance of services under this Agreement. At the
24 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25 26.10 CONTRACTOR shall notify COUNTY immediately when staff is
26 terminated for cause from working on this Agreement.

27 26.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
28 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all

1 work in accordance with the terms and conditions of this Agreement.

2 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 28.1 In order to comply with child support enforcement requirements of
22 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
23 of the award of this Agreement:

- 24 (a) in the case of an individual contractor, his/her name, date of
25 birth, Social Security number, and residence address;
- 26 (b) in the case of a contractor doing business in a form other than as
27 an individual, the name, date of birth, Social Security number,
28 and residence address of each individual who owns an interest of

1 ten percent 10% or more in the contracting entity;

2 (c) a certification that CONTRACTOR has fully complied with all
3 applicable Federal and State reporting requirements regarding its
4 employees; and

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

8 28.2 The failure of CONTRACTOR to timely submit the data or
9 certifications required by subsections (a), (b), (c), or (d), or to comply
10 with all Federal and State employee reporting requirements for child support
11 enforcement or to comply with all lawfully served Wage and Earnings Assignment
12 Orders and Notices of Assignment shall constitute a material breach of this
13 Agreement, and failure to cure such breach within sixty (60) calendar days of
14 notice from COUNTY shall constitute grounds for termination of this Agreement.

15 28.3 It is expressly understood that this data will be transmitted to
16 governmental agencies charged with the establishment and enforcement of child
17 support orders, and for no other purpose.

18 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

19 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
20 ensure that all employees, volunteers, consultants, or agents performing
21 services under this Agreement report child abuse or neglect to one of the
22 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
23 abuse as defined in Section 15610.07 of the WIC to one of the agencies
24 specified in WIC Section 15630. CONTRACTOR shall require such employee,
25 volunteer, consultant or agent to sign a statement acknowledging the child
26 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
27 Penal Code and the dependent adult and elder abuse reporting requirements as
28 set forth in Section 15630 of the WIC and will comply with the provisions of

1 these code sections as they now exist or as they may hereafter be amended.

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

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

8 31. CONFIDENTIALITY

9 31.1 CONTRACTOR agrees to maintain the confidentiality of its records
10 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
11 and all other provisions of law, and regulations promulgated thereunder
12 relating to privacy and confidentiality, as each may now exist or be hereafter
13 amended.

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

1 by law.

2 31.3 CONTRACTOR shall inform all of its employees, agents,
3 subcontractors, volunteers and partners of this provision and that any person
4 violating the provisions of said State law may be guilty of a crime.

5 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
6 be subject to the confidentiality requirements of this Agreement.

7 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
8 with respect to Juvenile Court matters, in accordance with WIC Section 827,
9 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
10 regarding Confidentiality, as it now exists or may hereafter be amended.

11 31.5.1 No access, disclosure or release of information regarding
12 a child who is the subject of Juvenile Court proceedings shall be permitted
13 except as authorized. If authorization is in doubt, no such information shall
14 be released without the written approval of a Judge of the Juvenile Court.

15 31.5.2 CONTRACTOR must receive prior written approval of the
16 Juvenile Court before allowing any child to be interviewed, photographed or
17 recorded by any publication or organization or to appear on any radio,
18 television or internet broadcast or make any other public appearance. Such
19 approval shall be requested through child's Social Worker.

20 32. COPYRIGHT ACCESS

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

25 33. WAIVER

26 No delay or omission by either party hereto to exercise any right or
27 power accruing upon any noncompliance or default by the other party with
28 respect to any of the terms of this Agreement shall impair any such right or

1 power or be construed to be a waiver thereof. A waiver by either of the
2 parties hereto of any of the covenants, conditions, or agreements to be
3 performed by the other shall not be construed to be a waiver of any succeeding
4 breach thereof or of any other covenant, condition or agreement herein
5 contained.

6 34. PUBLICITY

7 34.1 Information and solicitations, prepared and released by
8 CONTRACTOR, concerning the services provided under this Agreement shall state
9 that the program, wholly or in part, is funded through COUNTY, State and
10 Federal government funds.

11 34.2 CONTRACTOR shall not disclose any details in connection with this
12 Agreement to any person or entity except as may be otherwise provided
13 hereunder or required by law. However, in recognizing CONTRACTOR's need to
14 identify its services and related clients to sustain itself, COUNTY shall not
15 inhibit CONTRACTOR from publishing its role under this Agreement within the
16 following conditions:

17 34.2.1 CONTRACTOR shall develop all publicity material in a
18 professional manner; and

19 34.2.2 During the term of this Agreement, CONTRACTOR shall not,
20 and shall not authorize another to, publish or disseminate any commercial
21 advertisements, press releases, feature articles, or other materials using the
22 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
23 unreasonably withhold written consent.

24 35. COUNTY RESPONSIBILITIES

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

27 36. REFERRALS

28 36.1 CONTRACTOR shall provide services to individuals referred by

1 ADMINISTRATOR.

2 37. REPORTS

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

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

11 38. ENERGY EFFICIENCY STANDARDS

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

15 39. ENVIRONMENTAL PROTECTION STANDARDS

16 39.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42
17 USC Section 7401 et seq.], Section 508 of the Clean Water Act (Title 33 USC
18 Section 1368), Executive Order 11738 and Environmental Protection Agency,
19 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
20 may now exist or be hereafter amended. Under these laws and regulations,
21 CONTRACTOR assures that:

22 39.2 No facility to be utilized in the performance of the proposed
23 grant has been listed on the EPA List of Violating Facilities;

24 39.3 It will notify COUNTY prior to award of the receipt of any
25 communication from the Director, Office of Federal Activities, U.S. EPA,
26 indicating that a facility to be utilized for the grant is under consideration
27 to be listed on the EPA List of Violating Facilities; and

28 39.4 It will notify COUNTY and the EPA about any known violation of the

1 above laws and regulations.

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

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

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

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

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

26 2) If any funds other than Federal appropriated funds
27 (including profit or fee received under a covered Federal transaction) have
28 been paid, or will be paid, to any person for influencing or attempting to

1 influence an officer or employee of any agency, a Member of Congress, an
2 officer or employee of Congress, or an employee of a Member of Congress on his
3 or her behalf in connection with this solicitation, the offeror shall complete
4 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
5 Activities, to the Contracting Officer; and

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

10 C. Submission of this certification and disclosure is a
11 prerequisite for making or entering into this Agreement imposed by Section
12 1352, Title 31, USC. Any person who makes an expenditure prohibited under
13 this provision or who fails to file or amend the disclosure form to be filed
14 or amended by this provision, shall be subject to a civil penalty of not less
15 than \$10,000, and not more than \$100,000, for each such failure.

16 41. POLITICAL ACTIVITY

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

20 42. TERMINATION PROVISIONS

21 42.1 ADMINISTRATOR may terminate this Agreement without penalty
22 immediately with cause or after thirty (30) days written notice without cause,
23 unless otherwise specified. Notice shall be deemed served on the date of
24 mailing. Cause shall be defined as any breach of contract, any
25 misrepresentation or fraud on the part of CONTRACTOR. Exercise by
26 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
27 all further obligations under this Agreement.

28 42.2 Upon termination, or notice thereof, CONTRACTOR agrees to

1 cooperate with ADMINISTRATOR in the orderly transfer of service
2 responsibilities, active case records, and pertinent documents.

3 42.3 The obligations of COUNTY under this Agreement are contingent upon
4 the availability of Federal and/or State funds, as applicable, for the
5 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
6 for the services hereunder in the budget approved by the Orange County Board
7 of Supervisors each fiscal year this Agreement remains in effect or operation.
8 In the event that such funding is terminated or reduced, ADMINISTRATOR may
9 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
10 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
11 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
12 notification of such determination. CONTRACTOR shall immediately comply with
13 ADMINISTRATOR's decision.

14 42.4 If any provision of this Agreement or the application thereof is
15 held invalid, the remainder of this Agreement shall not be affected thereby.

16 43. GOVERNING LAW AND VENUE

17 This Agreement has been negotiated and executed in the State of
18 California and shall be governed by and construed under the laws of the State
19 of California. In the event of any legal action to enforce or interpret this
20 Agreement, the sole and exclusive venue shall be a court of competent
21 jurisdiction located in Orange County, California, and the parties hereto
22 agree to and do hereby submit to the jurisdiction of such court,
23 notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties
24 specifically agree to waive any and all rights to request that an action be
25 transferred for trial to another county.

26 44. SIGNATURE IN COUNTERPARTS

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

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

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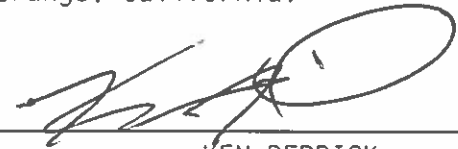
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1 WHEREFORE, the parties hereto have executed this Agreement in the County
2 of Orange, California.

3
4 By: 
5 KEN BERRICK
6 PRESIDENT/CHIEF EXECUTIVE DIRECTOR
7 SENECA FAMILY OF AGENCIES

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

8 Dated: 3/14/16

Dated: _____

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

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

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

20 By: 
21 DEPUTY

22 Dated: 3/3/16
23

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
SENECA FAMILY OF AGENCIES
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 (10) to fifteen percent (10-15%) of the referred population may be residing outside of

1 Orange 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, obtaining housing and facilitate
21 the 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 the 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 County Code of
24 Conduct provided during the Wraparound OC Core Four-Day Training, described in
25 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 area;

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 screening
22 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 General,

1 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 days

1 of identifying and providing linkages to said resources on the
2 Participant/Participant's Family 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 are 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 (15) to
21 sixteen (16) hours of services contacts per month, per Participant or
22 Participant's Family Team. The fifteen (15) to sixteen (16) hours of service
23 contact 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 cultural

1 awareness necessary to communicate fully and effectively with participants and
2 Participants' Families and to provide services in the appropriate languages,
3 in a culturally sensitive manner and in a setting accessible to diverse
4 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 Bilingual 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's home or commence a
4 meeting unless the Participant's parent/caregiver or adult designee is
5 present.

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

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

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

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

23 4.8.3 Developed and completed in a timely manner;

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

28 4.8.5 Designed to address the issues that brought the

1 Participant and/or the Participant's Family to the attention of Wraparound OC.

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

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

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

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

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

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

28 4.11.2 Created in written format and signed by all applicable

1 members of the Family Team;

2 4.11.3 Developed and completed in a timely manner;

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

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

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

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

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

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

28 4.14 The Care Coordinator, Parent Partner and Youth Partner shall teach

1 the Family Team how to find and access resources by directly assisting the
2 family in accessing resources, by providing referrals, information and guides
3 such as telephone numbers, addresses, and community resource guides for
4 services and/or supplies, based on the Participant/Participant's Family's
5 needs as described in the POC. The Care Coordinator, Parent Partner and Youth
6 Partner shall follow up with the Participant/Participant's Family to ensure
7 they accessed said resources and services within the applicable POC 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 timelines, deadlines and
15 expectations 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 receive
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 Team 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 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 including but 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, Care Coordinator complete this training as soon as possible after
10 date of hire, depending on scheduling of training by ADMINISTRATOR and/or as
11 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 Medi-
14 Cal eligibility and reimbursement guidelines, Health Insurance Portability and
15 Accountability Act of 1996 (HIPPA) requirements/Office of Compliance,
16 collaboration with treating therapist, assessments/CSP/medical necessity
17 determinations, documentation/signatures/authorizations, data entry and access
18 to Integrated Records Information System (IRIS), case management and rehab
19 activities, how to write Medi-Cal notes, chart review and audits, etc.

20 5.10.2 CONTRACTOR shall ensure that appropriate Wraparound OC
21 staff completes the mandatory training following the Wraparound OC Core series
22 depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR
23 deems appropriate.

24 5.11 CONTRACTOR Training:

25 5.11.1 CONTRACTOR shall provide ongoing training for Care
26 Coordinators, Wraparound Supervisors, Parent Partners, TFCO-OC Youth Partners,
27 and Youth Partners. Training may be delivered through individual or group
28 supervision. Training shall include but is not limited to, developing and

1 enhancing the skill levels of Wraparound Supervisors, Care Coordinators,
2 Parent Partners, TFCO-OC Youth Partners, and Youth Partners to help them more
3 effectively:

4 5.11.1.1 Identify, address and resolve conflict during the
5 facilitation of FTMs and thereafter as may be necessary to develop and
6 accomplish the family mission;

7 5.11.1.2 Guide the development of individualized,
8 culturally relevant, effective POCs and the timely progression of the Family
9 Team through each of the Wraparound phases;

10 5.11.1.3 Recognize safety and procedural concerns, and
11 anticipate and prevent crises;

12 5.11.1.4 Establish and maintain professional boundaries
13 and identify and effectively resolve instances of poor judgment regarding
14 inappropriate boundaries;

15 5.11.1.5 Be proactive in identifying barriers to progress
16 and seek Supervisor assistance and WRIT Technical assistance as may be needed;

17 5.11.1.6 Input data into the Multi-Agency Intervention
18 Data System (MIDS) accurately and on time (within the required timeframes): and

19 5.11.1.7 Participate in the Wraparound Fidelity Index
20 (WFI) interviewing process as needed.

21 5.12 CONTRACTOR shall have a training and staff development plan that
22 includes topics in accordance with SB 163. Said plan shall adhere to and may
23 supplement COUNTY's Wraparound Training Plan.

24 5.13 CONTRACTOR shall provide in-house, new employee orientation
25 training for Wraparound OC staff and provide description and list of completed
26 trainings for each new Wraparound OC staff.

27 5.14 CONTRACTOR shall provide supervision that emphasizes the values
28 and principles of Wraparound and the implications of the values for practice,

1 programs and systems.

2 5.15 CONTRACTOR staff shall be mentored and coached on an ongoing basis
3 by experienced peers to ensure high quality implementation of the values and
4 processes of Wraparound OC.

5 5.16 CONTRACTOR's Wraparound operational plan shall include a parent
6 support program focusing on, but not limited to helping the parent/caregiver
7 to:

8 5.16.1 Understand the Participant's unique needs;

9 5.16.2 Become an informed advocates for the Participant;

10 5.16.3 Negotiate formal systems such as Juvenile Court, schools,
11 and other agencies;

12 5.16.4 Participate on cross-disciplinary teams such as the Family
13 Team and/or an Individualized Education Planning (IEP) Group;

14 5.16.5 Assume leadership positions in parent groups and related
15 forums; and

16 5.16.6 Strengthen his/her parenting skills.

17 5.17 CONTRACTOR shall provide Participants' families with training and
18 information that will support them in their roles as active, informed
19 decision-makers for and with the Participant.

20 5.18 CONTRACTOR shall, at COUNTY's direction, utilize Participants and
21 their Family Team members to help design and deliver education, training and
22 staff development designed to enhance the effectiveness of parent/family-
23 professional partnerships, family-centered services, cultural sensitivity, and
24 family advocacy and support efforts.

25 5.19 CONTRACTOR shall create opportunities for Wraparound OC
26 Participants, Participants' Families, and Family Team members to participate
27 in cross-disciplinary training.

28 5.20 CONTRACTOR shall develop clear priorities for the implementation

1 of coordinated, collaborative training opportunities within the broader system
2 of care to ensure alignment on service direction, implementation, and training
3 content.

4 5.21 CONTRACTOR shall be required to participate in the development of
5 training materials and the provision of training as part of the Wraparound OC
6 Training Committee. CONTRACTOR may also be required to participate in the
7 development of other training materials and the provision of additional
8 training for Wraparound OC Contractor staff and COUNTY staff, as may be
9 required by the COUNTY.

10 5.22 CONTRACTOR shall ensure that each Wraparound Director, Supervisor,
11 Care Coordinator, Parent Partner and Youth Partner attends service
12 coordination meetings provided by the designated Wraparound OC Support
13 Services provider(s).

14 5.23 CONTRACTOR Wraparound OC shall attend the following regularly
15 scheduled meetings with COUNTY and other Wraparound OC Provider Agency staff:

16 5.23.1 Training Committee Meetings, which are routinely scheduled
17 monthly for one and one-half (1½) hours to review upcoming training(s);

18 5.23.2 Wraparound OC Provider Agencies Meetings, which are
19 routinely scheduled the second (2nd) Monday of each month, as determined by
20 ADMINISTRATOR;

21 5.23.3 WRIT meetings, which are scheduled weekly, currently every
22 Wednesday, or as may be determined by ADMINISTATOR, to review and discuss POCs
23 and case assignments;

24 5.23.4 Quality Assurance (QA) quarterly and/or monthly meetings;
25 and

26 5.23.5 Technical Assistance Meetings which are available as
27 requested to meet the Provider Agency needs for technical assistance.

28 5.23.6 Meet monthly with SSA Wraparound Oversight Group (WOG)

1 and/or WRIT to discuss trends, and to address and resolve any Wraparound OC
2 Support Service issues.

3 5.24 Conflict Resolution:

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

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

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

15 6. FACILITIES

16 6.1 Administrative services under this Agreement shall be provided at:

17 Seneca Family of Agencies
18 18302 Irvine Blvd., Suite 300
19 Tustin, CA 92780-3437

20 6.2 Wraparound OC services shall be provided in facilities and
21 locations throughout Orange County, and contiguous counties, including, but
22 not limited to, the Participant's residence.

23 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
24 facility(ies) and location(s) where services shall be provided without
25 changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this
26 Agreement.

27 7. HOURS OF OPERATION

28 7.1 CONTRACTOR shall provide services during hours that are responsive
to the needs of the target population as determined by ADMINISTRATOR. At a

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

7 7.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday
8 schedule which is as follows: New Year's Day, Martin Luther King Day,
9 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,
10 Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after
11 Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written
12 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday
13 schedule. Any unauthorized closure shall be deemed in material breach of this
14 Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

15 7.3 CONTRACTOR shall arrange for twenty-four (24) hour, seven (7) days
16 a week, on-call availability for Wraparound OC Participants and their families
17 to address crisis/emergency needs.

18 7.4 CONTRACTOR staff shall meet the availability requirements
19 addressed in Subparagraphs 18.2.17, 18.3.14 and 18.4.4 of this Exhibit A.

20 8. GOALS, STRATEGIES AND OUTCOME OBJECTIVES

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

24 8.1 CONTRACTOR shall provide individualized services and supports that
25 are family-centered, strength based and needs-driven for Participants and
26 their families.

27 8.2 CONTRACTOR shall ensure access and voice for Participant and
28 parents/caretakers in the design, delivery and evaluation of services.

1 8.3 CONTRACTOR shall provide culturally relevant and competent
2 services, individualized to each family's culture, values, norms, strengths
3 and preferences that build on the use of naturally occurring community and
4 family supports and resources.

5 8.4 CONTRACTOR shall establish measurable accountability and outcomes
6 driven individualized service plans.

7 9. QUALITY ASSURANCE/QUALITY CONTROL

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

14 9.1 Participate in Quality Assurance/Quality Improvement
15 studies/activities as required by WOG or WRIT.

16 9.2 Utilize a method for ensuring the services, deliverables, and
17 requirements defined in the contract are being provided at or above the level
18 of Wraparound OC quality standards.

19 9.3 Utilize a method for assuring that all staff rendering services
20 under this Agreement have the necessary qualifications.

21 9.4 Participate with ADMINISTRATOR in the planning, design, and
22 implementation of a Quality Assurance Program.

23 9.5 Meet monthly with ADMINISTRATOR to discuss trends and resolve
24 Wraparound OC practice and to process issues identified through the Quality
25 Assurance Program.

26 9.6 Utilize a method of identifying and preventing deficiencies in the
27 quality of services as defined by ADMINISTRATOR's policy.

28 9.7 Utilize a method for providing ADMINISTRATOR with a copy of

1 CONTRACTOR case reviews, a clear description of, and corrective action taken,
2 to resolve identified problems.

3 10. FLEX FUNDS

4 10.1 Flex Funds are accessible for needed supports and services of
5 Wraparound OC. CONTRACTOR shall use Flex Funds creatively and effectively in
6 the development of services and supports for the Participants and the
7 Participants' Families, to build on Families' strengths, add value to the
8 stated missions for the Families, help meet identified needs of the
9 Participants and Participants' Families, and be relevant to each family's
10 sense of their own identity; which includes but is not limited to ethnicity,
11 age, nationality, spirituality and traditions, among others.

12 10.2 CONTRACTOR's use of Flex Funds shall be purposeful and tied to
13 goals stated in the POC. Flex Funds may be used for emergencies and/or
14 crisis/safety stabilization, implementation strategies and interventions,
15 recognition activities related to milestone achievements and celebrations
16 supporting transition.

17 10.3 All Flex Fund expenditures submitted for reimbursement are subject
18 to approval by ADMINISTRATOR.

19 10.4 ADMINISTRATOR, in its sole discretion, may modify the dollar amount
20 and/or time frame thresholds and/or require prior written authorization for
21 any Flex Fund expenditure.

22 11. FISCAL STRATEGIES

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

25 11.1 CONTRACTOR shall be required to reserve ten percent (10%) of the
26 contract maximum obligation of this Agreement to be used specifically for Flex
27 Fund purposes.

28 11.2 CONTRACTOR shall develop a plan to ensure staff has timely access

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

7 11.3 CONTRACTOR shall have a mechanism or work flow process in place
8 whereby an emergency Flex Fund request is completed within two (2) business
9 days of the request.

10 11.4 Expenses shall be related to interventions, utilized for
11 implementing the POC or Safety Plan.

12 11.5 CONTRACTOR shall put in place procedures for documenting and
13 accounting for the use of all Flex Funds, which shall include retention of
14 comprehensive source documentation in accordance with Paragraph 25 of this
15 Agreement.

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

22 11.7 CONTRACTOR shall maintain detailed records (including itemized
23 store receipts) of items purchased using gift cards. Usage of gift cards
24 shall be subject to ADMINISTRATOR review and prior, written authorization.

25 11.8 CONTRACTOR shall ensure required Flex Fund expense information is
26 entered into MIDS, correctly and timely.

27 11.9 CONTRACTOR shall reimburse providers of direct services to
28 Participants for payment of direct, basic needs expenditures authorized

1 through a Participant's POC.

2 11.10 CONTRACTOR shall not directly reimburse Participant and/or
3 Participant's Family member(s) for payment of any expenditure.

4 11.11 CONTRACTOR shall obtain prior written authorization from
5 ADMINISTRATOR for individual purchases made on behalf of a Participant and/or
6 Participant's Family in an amount over five hundred dollars (\$500) and/or if
7 expected to continue for three (3) months or more, except as otherwise
8 previously approved and specifically documented in the Family Budget or the
9 Family Emergency Budget.

10 11.11.1 ADMINISTRATOR, in its sole discretion, may modify the
11 dollar amount and/or time frame thresholds and/or require prior written
12 authorization for any Flex Fund expenditure.

13 11.11.2 CONTRACTOR shall, within three (3) business days, upon
14 written request from ADMINISTRATOR, provide ADMINISTRATOR with documentation
15 supporting any and all expenses utilizing Flex Funds.

16 11.11.3 Although by nature Wraparound necessitates flexibility in
17 the use of funds to create individualized services and supports for
18 Participants and Participants' Families, CONTRACTOR shall monitor all funding
19 and justify all expenses as reasonable and prudent, and in compliance with
20 Wraparound OC standards.

21 11.12 Flex Funds shall not be used to purchase nor shall ADMINISTRATOR
22 reimburse CONTRACTOR for the purchase of the following:

23 11.12.1 The purchase or improvement of land, construction or
24 permanent improvement of any building or facility;

25 11.12.2 Alcoholic beverages or tobacco products;

26 11.12.3 Lottery tickets;

27 11.12.4 Credit card or revolving credit account bills;

28 11.12.5 Tips in excess of twenty percent (20%) of a meal bill;

1 11.12.6 Legal fees, penalties, damages or fines, including but not
2 limited to bounced check fees, attorney fees, restitution penalties, damages
3 due to landlords, etc.;

4 11.12.7 Federal, State, local, property, or business tax
5 assessments;

6 11.12.8 Long-term membership contracts or fees (e.g., multi-year
7 gym memberships, annual contract for karate lessons, etc.);

8 11.12.9 Inappropriate incentive items including violent or
9 sexually explicit videos, movies, magazines, books, etc.; or

10 11.12.10 Controversial therapy methods such as Holding therapy,
11 Rebirthing therapy, or psychophysiological testing (i.e., lie detector tests)
12 and/or controversial treatment programs such as "boot camp" programs utilizing
13 isolation, deprivation, humiliation or shaming interventions and tactics.

14 11.13 The aforementioned unauthorized Flex Fund purchase list may be
15 modified by ADMINISTRATOR at its sole discretion.

16 11.14 Family Budget:

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

24 11.14.1.1 Participant's involvement in informal and/or
25 formal services such as tutoring and/or emotional/behavioral assistance
26 programs;

27 11.14.1.2 Tutoring and/or emotional/behavioral assistance
28 programs;

- 1 11.14.1.3 Child care and/or respite care;
- 2 11.14.1.4 Suitable clothing, shoes and/or other basic
3 needs;
- 4 11.14.1.5 Cost of utilities, e.g., electricity, gas, sewage
5 or water;
- 6 11.14.1.6 Documented rental assistance, deposits, and/or a
7 single month's rent to avoid eviction, rent and/or deposits for NMDs preparing
8 to live independently;
- 9 11.14.1.7 Durable goods such as furniture and appliances;
- 10 11.14.1.8 Emergency medical/dental and/or medication
11 expenses;
- 12 11.14.1.9 Transportation costs necessary to transport
13 Participants to and from medical/counseling appointments, school, work, etc.,
14 including costs for car repairs, as may be needed;
- 15 11.14.1.10 Expenses for family recreational activities
16 (e.g., movies, zoo) which will include a brief statement outlining the
17 therapeutic value of the activities;
- 18 11.14.1.11 Expenses necessary to assist in normalizing the
19 Participant's life (e.g., music, dance, and/or swimming lessons, equipment or
20 fees to participate in a sport, camp, scouting or other appropriate youth
21 programs, uniforms for employment, etc.); and
- 22 11.14.1.12 Other needs designed to promote the
23 Participant's success, safety, and/or permanency in the home, school and
24 community.
- 25 11.14.2 CONTRACTOR shall not confuse the Family Budget with the
26 Family's separate personal financial budget which shall continue to be managed
27 by the Participant's parent(s)/caregiver(s).
- 28 11.14.3 CONTRACTOR shall develop a Family Budget that is

1 specifically related to items in the Participant's POC and includes input from
2 the entire Family Team. CONTRACTOR shall complete and submit the Family
3 Budget to ADMINISTRATOR within one (1) week of completing the applicable POC.

4 11.14.4 CONTRACTOR shall be responsible for monitoring and
5 administration of the Wraparound Family Budget and for establishing procedures
6 for CONTRACTOR's staff to access Flex Funds.

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

12 11.14.6 CONTRACTOR shall develop and implement procedures for
13 documenting and accounting for the use of any and all Flex Funds related to
14 each Wraparound Family Budget.

15 11.15 Family Emergency:

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

20 11.15.1.1 Housing crisis;

21 11.15.1.2 Lack of food or groceries;

22 11.15.1.3 Immediate need for prescription medication(s)
23 and/or medical attention;

24 11.15.1.4 A Participant's Family's inability to meet their
25 obligation for the cost of utilities;

26 11.15.1.5 Inability of parent(s) and/or caregiver(s) to
27 maintain employment;

28 11.15.1.6 Transportation crisis; and

1 11.15.1.7 Other justified crises that jeopardizes the
2 permanency of the Participant and his/her Family.

3 11.15.2 CONTRACTOR shall be responsible for monitoring and
4 administration of the Family Emergency funds and for establishing procedures
5 for CONTRACTOR's staff to access said funds.

6 11.15.3 CONTRACTOR shall be responsible for updating the
7 Wraparound Family Budget to address Family Emergency expense(s) within
8 fourteen (14) calendar days of the occurrence of the emergency.

9 11.16 Cost of Doing Business Budget (CODB):

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

14 11.16.1.1 Participating in various activities necessary to
15 develop rapport between the Parent Partner and/or Youth Partner and the
16 Participant and the Participant's Family in the implementation of Wraparound OC;

17 11.16.1.2 Celebrations honoring a Participant and/or
18 Participant's Family's success at achieving milestones and/or concluding
19 Wraparound OC; and

20 11.16.1.3 Providing incentives for Participant's and/or
21 their Families that support Wraparound OC practices and the development of the
22 Participant's permanency and/or Family's self-sufficiency.

23 11.16.2 CONTRACTOR shall be responsible for the monitoring and
24 administration of the CODB funds and for establishing procedures for
25 CONTRACTOR staff to access said funds.

26 11.16.3 CONTRACTOR shall develop and implement procedures for
27 documenting and accounting for the use of any and all CODB funds.
28

1 12. PERFORMANCE MEASURES

2 12.1 ADMINISTRATOR will evaluate CONTRACTOR based on the following
3 Performance Measures:

4 12.1.1 CONTRACTOR's ability to accurately develop Wraparound
5 Family Budgets that reflect the needs of the Participant and the Participant's
6 Family and keep expenditures within established budgets;

7 12.1.2 CONTRACTOR's ability to sensibly manage Flex Funds while
8 providing Participants and Participant Families with services and supports
9 that enhance Wraparound OC;

10 12.1.3 The overall use of Flex Funds in providing Wraparound OC;

11 12.1.4 CONTRACTOR's ability to develop methods for Participant
12 Families to develop and maintain self-sufficiency and transition from formal
13 to informal services and support systems as the Wraparound OC process
14 progresses; and

15 12.1.5 The number of Participants that successfully conclude
16 Wraparound OC.

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

22 13. INVOICING

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

28 13.1.1 A completed MIDS report listing Flex Fund expenditures for

1 each Participant served during the month;

2 13.1.2 The new or revised POC developed for each Participant
3 served during the month;

4 13.1.3 All applicable Flex Fund Requests and backup
5 documentation;

6 13.1.4 A detailed list of applicable SSA costs in a format
7 approved by ADMINISTRATOR; and

8 13.1.5 A copy of the HCA expenditure/revenue/staffing report for
9 the month services are provided.

10 13.2 It is mutually understood that ADMINISTRATOR may, at its sole
11 discretion, delay processing invoices for payment until all supporting
12 documentation referenced in Subparagraph 13.1 of this Exhibit A is submitted
13 to ADMINISTRATOR.

14 14. WRAPAROUND REPORTING REQUIREMENTS

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

22 14.1 Wraparound Phase and Progress Report:

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

27 14.1.1 Participant's and/or Participant's Family's address and
28 phone number:

1 14.1.2 Participant's Legal Status (i.e., Ward or Dependent of the
2 Juvenile Court and/or engaged in Family Reunification [FR], Family Maintenance
3 [FM], Voluntary Family Services [VFS], Adoption Assistance Program [AAP],
4 etc.).

5 14.1.3 Referring party's SSW, DPO, or MH Health Case Manager;

6 14.1.4 The names of the Care Coordinator, Parent Partner and
7 Youth Partner, if applicable, assigned to each Participant's case;

8 14.1.5 The current Wraparound phase, as described in Subparagraph
9 2.6 of this Exhibit A, of the Participant's case;

10 14.1.6 The date(s) of the first face-to-face meeting(s) occurred
11 between the Participant and the Participant's Family and the Care Coordinator,
12 Parent Partner and Youth Partner;

13 14.1.7 The date(s) of the most recent face-to-face meeting(s)
14 between the Participant and the Participant's Family and the Care Coordinator,
15 Parent Partner and Youth Partner occurred during the month;

16 14.1.8 The frequency which face-to-face meetings between the
17 Participant and the Participant's Family and the Parent Partner, Care
18 Coordinator and Youth Partner occurred during the month;

19 14.1.9 The date and version number of the current POC or POC
20 Addendum;

21 14.1.10 A notation as to whether the Participant's case is
22 CalWORKs related;

23 14.1.11 The name of each Care Coordinator and the Wraparound
24 number and name of each Participant and the names of the Participant's Family
25 members who are part of the Wraparound Team:

26 14.1.12 The name of each Parent Partner and the Wraparound number
27 and name of each Participant and the names of the Participant's Family members
28 who are part of the Wraparound Team:

1 14.1.13 The name of each Parent Partner and the number of
2 Wraparound OC Slots assigned to each Parent Partner;

3 14.1.14 The name of each Care Coordinator and the number of
4 Wraparound OC Slots assigned to each Care Coordinator;

5 14.1.15 The name of each Youth Partner and the Wraparound number
6 and name of each Participants assigned to each specific Youth Partner;

7 14.1.16 The name of each TFCO-OC Youth Partner and the Wraparound
8 number and names of each Participants assigned to each specific TFCO-OC Youth
9 Partner;

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

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

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

21 14.1.20 The name of each TFCO-OC Youth Partner and the number and
22 names of each Participants assigned per TFCO-OC Youth Partner;

23 14.1.21 The name of each Youth Partner and the Wraparound number
24 and name of each Participant assigned to each Youth Partner;

25 14.1.22 The number of ETM and/or FTMs held during each month;

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

1 14.1.24 A list of all informal supports and community resources
2 identified and made available to Participants and Participants' Families, the
3 successes and failures in obtaining and/or implementing resources, and
4 strategies for improvement; and

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

8 14.2 Child Out of Home Report (COR):

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

16 14.2.1 Participant's name;

17 14.2.2 Participant's date of placement;

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

22 14.2.4 Name and location of placement facility and

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

25 14.3 Wraparound OC Flex Fund Report:

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

1 14.3.1 Payments made utilizing Flex Funds for commodities and/or
2 services identified in each POC;

3 14.3.2 The relevance of the purchase(s) to the POC.

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

7 14.3.4 The type(s) of expense(s) and funding source.

8 14.4 Wraparound OC Outcome Measures Report:

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

20 14.5 Wraparound OC SSA and HCA Programmatic Report:

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

28 ///

1 14.6 Miscellaneous Wraparound OC Reports:

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

8 14.7 ADMINISTRATOR and CONTRACTOR may mutually agree in writing to
9 modify the frequency that the reports are submitted to ADMINISTRATOR.

10 14.8 Special Incident Report:

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

18 14.8.1 Use the Special Incident Report form provided by
19 ADMINISTRATOR and follow all applicable instructions;

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

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

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

1 and

2 14.8.5 Report all details of the incident clearly and completely,
3 including any action(s) taken.

4 15. COMPLIANCE AUDIT

5 15.1 CONTRACTOR shall make available, within ten (10) days from the
6 date of request by ADMINISTRATOR, a selection of CONTRACTOR's case records for
7 those Participants referred by ADMINISTRATOR. The review shall include, but
8 will not be limited to, an evaluation of the necessity and appropriateness of
9 services provided, length of services, timeliness of required reports and
10 completeness of Participant records. Cases to be reviewed shall be selected
11 by ADMINISTRATOR.

12 15.2 In addition to audit requirements outlined in Paragraph 25 of the
13 Agreement, CONTRACTOR shall be required to allow SSA CFS Program Liaisons and
14 SSA Contract Administrators access to Participant files for Wraparound OC
15 Direct Service Providers Compliance Audits to review and evaluate CONTRACTOR's
16 documents, records, and performance. COUNTY shall determine frequency of
17 audits. CONTRACTOR will receive advance notice regarding the date(s) the
18 Compliance Audit will take place, and will receive both verbal and written
19 feedback.

20 16. BUDGET

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

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

24	<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>
25	<u>DIRECT SERVICE POSITIONS</u>				
26	Program Director	1.0	28.00-34.00	34.00	65,000
27	Wraparound Supervisor	1.0	21.63-24.00	24.00	47,004
28	Wraparound Supervisor (bi-lingual)	2.0	24.00-26.50	26.50	101,760

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1	Care Coordinator	4.0	17.72-19.50	19.50	146,208
2	Care Coordinator (bi-lingual)	5.0	18.56-21.50	21.50	192,984
3	Parent Partner	4.0	15.00-16.75	16.75	133,464
4	Parent Partner (bi-lingual)	5.0	16.00-18.50	18.50	166,032
5	Youth Partner	4.0	15.00-16.75	16.75	123,600
6	Youth Partner (bi-lingual)	5.0	16.00-18.50	18.50	<u>166,917</u>
7	SUBTOTAL DIRECT SERVICE SALARIES				\$1,142,969
8	DIRECT SERVICE BENEFITS ⁽³⁾ (25% TOTAL)				<u>285,711</u>
9	TOTAL DIRECT SALARIES AND BENEFITS				\$1,428,680
10	<u>ADMINISTRATIVE POSITIONS</u>				
11	Case Assistant	1.0	16.00-19.00	19.00	36,396
12	Program Assistant	.75	15.00-16.50	16.50	23,400
13	Division Director	.10	44.00-48.00	48.00	<u>9,000</u>
14	SUBTOTAL ADMINISTRATIVE SALARIES				\$68,796
15	ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (25% TOTAL)				<u>17,199</u>
16	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$85,995
17	TOTAL ALL SALARIES AND BENEFITS				\$1,514,675
18	<u>SUPPLIES</u>				
19	Office Expense				9,600
20	Program Expense				1,200
21	Telephone				18,000
22	Mileage ⁽⁴⁾				90,000
23	Hiring Costs				3,600
24	Staff Training/Development				<u>2,400</u>
25	SUBTOTAL SUPPLIES				\$124,800
26	<u>OPERATING EXPENSES</u>				
27	Facility Lease/Rental				<u>40,500</u>
28	SUBTOTAL OPERATING EXPENSES				<u>\$40,500</u>
29	SUBTOTAL SALARIES, BENEFITS, SUPPLIES AND OPERATING EXPENSES				\$1,679,975
30	INDIRECT COSTS (12.50%)				<u>\$210,025</u>
31	SUBTOTAL SALARIES, BENEFITS, SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS				\$1,890,000
32	WRAPAROUND FLEX FUNDS ⁽⁵⁾				<u>\$210,000</u>

TOTAL MAXIMUM COUNTY OBLIGATION (7/1/16 - 6/10/17)

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

1 provision of Wraparound.

2 17.2 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24)
3 standard business hours when a Care Coordinator, Wraparound Supervisor, Parent
4 Partner or Youth Partner is hired, providing the name and date hired for each
5 employee, as well as qualifications and copy(ies) of diploma(s).

6 17.3 CONTRACTOR shall, for each employee, maintain an employee file
7 that contains the Care Coordinator's, Wraparound Supervisor's, Parent
8 Partner's, or Youth Partner's resume and proof of qualifications. Upon
9 reasonable notice, CONTRACTOR shall provide ADMINISTRATOR access to employee
10 files to audit for compliance with this requirement.

11 17.4 CONTRACTOR shall comply with all CDSS Community Care Licensing
12 Division regulations for Group Home Service Providers regarding background
13 checks on all potential employees.

14 18. MINIMUM STAFFING EDUCATION, EXPERIENCE AND DUTIES REQUIREMENTS

15 The following indicates the minimum education and experience
16 requirements and duties for direct services staff. Proof of education,
17 experiences and licensure shall be required. COUNTY reserves the right to
18 make modifications to Minimum Staffing Education and Experience Requirements
19 as it deems to be in the best interests of COUNTY.

20 18.1 Program Director:

21 Duties:

22 18.1.1 Provide oversight and supervision for the Wraparound
23 Program, including individual supervision of Wraparound Supervisors one (1)
24 time each week and group supervision one (1) time each week.

25 18.1.2 Ensure agency is compliant with staffing requirements,
26 staff coverage is maintained including all on-call assignments.

27 18.1.3 Maintain cooperative and effective working relationships
28 with her/his Wraparound staff in order to provide maximum support to

1 Participants and Participant's Families.

2 18.1.4 Provide clarification, direction, support and emergency
3 crisis management to direct service staff, twenty-four (24) hours a day, seven
4 (7) days a week, including holidays, utilizing an on-call system after normal
5 business hours.

6 18.1.5 Participate in mandatory training and ensure her/his
7 Wraparound staff participate in mandatory trainings as determined by COUNTY.

8 18.1.6 Provide a periodic, as determined by ADMINISTRATOR, review
9 of the POC using the audit tool provided by ADMINISTRATOR.

10 18.1.7 Attend quarterly QA meetings with COUNTY's Wraparound OC
11 Program Administrator.

12 18.1.8 Attend monthly WRIT and POC presentations.

13 18.1.9 Review Individual Service Reports (ISR) for accuracy.

14 18.1.10 Review Wraparound OC Expenditure forms and invoices for
15 accuracy and submit to ADMINISTRATOR by the contractual deadline.

16 18.1.11 Monitor and review Medi-Cal billing and IRIS input to
17 ensure agreement between units of service reported to HCA and ADMINISTRATOR.

18 18.1.12 Monitor and review HCA monthly expenditure/revenue report
19 to ensure agreement between units of service and cost of services reported to
20 HCA and ADMINISTRATOR.

21 18.1.13 Review and verify Flex Fund usage procedures are in
22 compliance with CONTRACTOR's established fiscal strategies, and approve Flex
23 Fund expenditures in excess of five hundred dollars (\$500) per expense.

24 18.1.14 Be responsible for timely and accurate collection and
25 submission of monthly reports and outcome evaluation data, as requested by
26 ADMINISTRATOR.

27 18.1.15 Monitor and maintain ongoing and/or annual required
28 background checks and clearances of all agency Wraparound OC staff.

1 18.1.16 Ensure boundaries are established and maintained between
2 staff and Participants and/or Participants' families.

3 18.1.17 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 18.1.18 Master's degree in psychology, sociology, social work, or
7 a related field from an accredited college or university.

8 18.1.19 Licensed or license eligible Marriage and Family Therapist
9 (MFT) or Licensed Clinical Social Worker (LCSW).

10 18.1.20 Three (3) years related counseling experience in addition
11 to supervisory and administrative experience.

12 18.1.21 Knowledge of theory and techniques of individual, family,
13 and group dynamics, as well as substance abuse issues.

14 18.1.22 One (1) year of experience working with target population
15 as defined in Paragraph 1 of this Exhibit A.

16 18.1.23 Possess a valid California Driver's License and proof of
17 automobile insurance.

18 18.2 Wraparound Supervisor:

19 Duties:

20 18.2.1 Maintain a staffing schedule ensuring that no more than
21 ten (10) FTE Wraparound OC staff, Care Coordinators, Parent Partners, and/or
22 Youth Partners, are under his/her direct supervision at any time.

23 18.2.2 Maintain cooperative and effective working relationships
24 with her/his staff in order to provide maximum support to Participants and
25 Participant's Families.

26 18.2.3 Attend a minimum of one (1) Wraparound OC meeting per
27 month held by ADMINISTRATOR or designee.

28 18.2.4 Attend monthly WRIT and POC presentations.

1 18.2.5 Inform ADMINISTRATOR immediately of any emergencies and/or
2 critical incidents involving Participants and/or Participant's Families and
3 submit necessary paperwork within established timeframe (twenty-four hours).

4 18.2.6 Ensure that all documents and procedural forms are signed
5 and submitted to WRIT within designated timeframe.

6 18.2.7 Ensure accuracy and timeliness of POC and all other
7 documents requiring Wraparound Supervisor's signature and/or approval.

8 18.2.8 Notify ADMINISTRATOR of changes in Family Team
9 composition, through the update of the Phase and Progress Report.

10 18.2.9 Maintain accountability for all Wraparound Policies and
11 Procedures as provided by WOG and/or WRIT.

12 18.2.10 Provide orientation and training in Wraparound OC to all
13 new Care Coordinators, Parent Partners and Youth Partners.

14 18.2.11 Monitor service utilization, review monthly reports and
15 POCs and Prevention and Safety Plans, and provide feedback to Care
16 Coordinators.

17 18.2.12 Monitor Flex Fund expenditures, MIDS entries and reports
18 for accuracy.

19 18.2.13 Monitor situation(s) in which Participant(s) may be at-
20 risk of placement disruption and ensure timely submission of COR.

21 18.2.14 Notify ADMINISTRATOR if any Wrap staff, including Wrap
22 Director, Supervisors, Care Coordinator, Parent Partner and/or Youth Partner,
23 are called to testify in Juvenile Court and/or if Wraparound OC records are
24 subpoenaed.

25 18.2.15 Conduct regular meetings with Care Coordinators, Parent
26 Partners and Youth Partners to share information regarding Wraparound issues
27 and the status of involvement with individual Participants and Families,
28 including a minimum of one (1) hour per week of individual supervision, and

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

4 18.2.16 Provide Care Coordinators, Parent Partners and Youth
5 Partners with tools to maximize safety (such as cell phones/pagers, training
6 on community safety, etc.) and remain receptive to and address Care
7 Coordinators, Parent Partners, and Youth Partners' safety concerns.

8 18.2.17 Be available to provide clarification, direction, support
9 and emergency crisis management to Contractor's direct service staff twenty-
10 four (24) hours a day, seven (7) days a week, including holidays, utilizing an
11 on-call system after normal direct service hours.

12 18.2.18 Participate in mandatory trainings and ensure that Care
13 Coordinators, Parent Partners and Youth Partners also participate in mandatory
14 trainings as determined by ADMINISTRATOR.

15 18.2.19 Provide coverage for Care Coordinators, Parent Partners,
16 and Youth Partners, as needed.

17 18.2.20 Attend one (1) Participant and FTM per Care Coordinator
18 per month and utilize Team Observation Form, or similar tool, to ensure
19 fidelity to the Wraparound OC process and to provide staff with behavioral
20 feedback.

21 18.2.21 Assist Care Coordinators, Parent Partners and Youth
22 Partners in empowering Family Teams; i.e., building on strengths, meeting
23 needs, and utilizing community resources.

24 18.2.22 Conduct meetings, to include ETMs, with Family Team
25 members to solve challenging issues, as needed.

26 18.2.23 Provide Care Coordinators, Parent Partners and Youth
27 Partners with ongoing assistance to work through crisis situations as well as
28 day-to-day trouble shooting.

1 18.2.24 Review all Participant cases pending conclusion with the
2 Care Coordinator assigned to the case and ensure adequate transition planning.

3 18.2.25 Conduct regular performance evaluations for staff assigned
4 for supervision.

5 18.2.26 Ensure boundaries are established and maintained between
6 staff and Participants and/or Participants' Families.

7 18.2.27 Review and approve requests for Flex Fund expenditures, as
8 indicated on the POC and Family Budget.

9 18.2.28 Review and verify Flex Fund usage procedures are in
10 compliance with CONTRACTOR's established fiscal strategies.

11 18.2.29 Review Wraparound and Medi-Cal case notes for Participants
12 and Participant's Families served by Care Coordinators under his/her direct
13 supervision.

14 18.2.30 Review all documentation prepared by Care Coordinators,
15 Parent Partners and Youth Partners under his/her direct supervision, for
16 services provided by Wraparound and Medi-Cal.

17 18.2.31 Review program documentation to ensure accuracy and
18 fidelity to the Wraparound OC process.

19 18.2.32 Participate in a minimum of six (6) "Professional Growth
20 for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

21 18.2.33 Adhere to the COUNTY Code of Conduct provided during the
22 Wraparound OC Core Four-Day Training, described in Paragraph 5.2.

23 Minimum Qualifications:

24 18.2.34 Master's degree in social work, psychology, nursing,
25 occupational therapy, or a related field from an accredited college or
26 university.

27 18.2.35 Licensed or license eligible MFT or LCSW.

28 18.2.36 One (1) year of experience in human services, preferably

1 case management.

2 18.2.37 One (1) year of experience in care coordination or similar
3 experience.

4 18.2.38 One (1) year of experience working with target population
5 as defined in Paragraph 1 of this Exhibit A.

6 18.2.39 Possess a valid California Driver's License and proof of
7 automobile insurance.

8 18.3 Care Coordinator:

9 Duties:

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

16 18.3.2 Assemble the Participant's Family Team within three (3)
17 weeks of case assignment, by interviewing the Participant's Family and
18 identifying Family members, natural supports, agency representatives and other
19 persons who are significant to the Participant and/or the participant's
20 Family.

21 18.3.3 Coordinate the meeting with the Participant and the
22 Participant's Family Team and develop the individualized POC based on the
23 Participant and the Participant's Family Team's strengths and needs. The POC
24 shall include a comprehensive twenty-four (24) hour Safety Plan. The POC shall
25 reflect the best possible fit with the culture, values and beliefs of the
26 Participant and Participant's Family and shall be submitted to ADMINISTRATOR
27 within thirty (30) calendar days of assignment.

28 18.3.4 Assist the Participant and the Participant's Family Team

1 to access strength based mental health, social services, education services
2 and other supports and services as identified by the Participant and the
3 Participant's Family Team including services available through the PNP.

4 18.3.5 Provide or secure support and crisis/emergency services
5 for the Participant and/or the Participant's Family Team including services
6 available through the PNP. This may be done through face-to-face contact,
7 telephone contact, or availability by beeper, pager, or an on-call system.

8 18.3.6 Ensure that the Participant and the Participant's Family
9 Team are involved in all phases of determining the goals and needs to be
10 included in the POC.

11 18.3.7 Discuss the provision and quality of activities actually
12 provided with the Participant and the Participant's Family Team, and ensure
13 that activities provided are responsive to the goals and needs identified in
14 the POC.

15 18.3.8 Meet with Participant and/or the Participant's Family as
16 scheduled and immediately notify, via telephone, the Participant and the
17 Participant's Family Team, including the Participant's parent/caregiver and
18 the Referring Party if the Referring Party has been invited to or is expected
19 to attend the scheduled meeting, when a change in scheduling or cancellation
20 is unavoidable.

21 18.3.9 Modify the POC whenever services or resources need to be
22 added, modified, and/or deleted.

23 18.3.10 Act as a liaison for the Participant and the
24 Participant's Family Team when new services and/or resources need to be sought
25 or developed.

26 18.3.11 Provide transportation for Participant(s) to appointments
27 or to access services as required. When transporting a minor Participant, the
28 Participant's parent(s), caregiver(s) or other responsible adult identified by

1 the Participant's Family Team must accompany the Participant unless approved
2 in advance by the Wraparound Supervisor or Director.

3 18.3.12 Maintain cooperative and effective working relationships
4 with Wrap Team's Parent Partner and Youth Partner in order to provide maximum
5 support to Participants and Participant's Families.

6 18.3.13 Ensure boundaries are established and maintained between
7 her/himself and Participants and/or Participants' Families.

8 18.3.14 Provide clarification, direction, support and emergency
9 crisis management to Parent Partners and Youth Partners, twenty-four (24)
10 hours a day, seven (7) days a week, including holidays, utilizing an on-call
11 system after normal business hours.

12 18.3.15 Complete all necessary documentation required by
13 ADMINISTRATOR including inputting of data into MIDS, and participation in the
14 WFI process.

15 18.3.16 Maintain accurate information, ensuring that each
16 Participant and Participant's Family's demographic information is updated at
17 all times.

18 18.3.17 Participate in all meetings and training sessions as
19 required by WOG or WRIT.

20 18.3.18 Participate in Quality Assurance/Quality Improvement
21 studies as required by WOG or WRIT.

22 18.3.19 Participate in a minimum of six (6) Professional Growth
23 for Care Coordinators trainings each year, as offered by ADMINISTRATOR.

24 18.3.20 Adhere to the COUNTY Code of Conduct provided during the
25 Wraparound OC Core Four-Day Training, described in Paragraph 5.2.

26 Minimum Qualifications:

27 18.3.21 Bachelor's degree in social work, psychology, nursing,
28 occupational therapy, or a related field from an accredited college or

1 university.

2 18.3.22 One (1) year of experience in human services, preferably
3 case management.

4 18.3.23 One (1) year of experience working with target population
5 as defined in Paragraph 1 of this Exhibit A.

6 18.3.24 Possess a valid California Driver's License and proof of
7 automobile insurance.

8 18.4 Parent Partner:

9 Duties:

10 18.4.1 Provide "one-to-one" interaction with Parents/Caregivers
11 of Participant(s) in the Wraparound OC or with NMD. The level of "hands on"
12 interaction will depend upon the individual needs of the Participant's Family
13 or the NMD.

14 18.4.2 Attend all scheduled FTMs and assist the
15 Parents/Caregivers or NMD in experiencing voice, choice and ownership of their
16 goals as agreed upon by the Participant and Family Team and documented in
17 their POC and Safety Plan.

18 18.4.3 Perform other duties in support of the Wraparound OC
19 Program as assigned, including participation in the WFI process.

20 18.4.4 Be available to provide telephone support and crisis de-
21 escalation to Participant's Parents/Caregivers or NMD twenty-four (24) hours a
22 day, seven (7) seven days a week, including holidays, through an on-call
23 system after normal direct service hours.

24 18.4.5 Meet with Parents/Caregivers or NMD outside of FTMs to
25 support, empower, and assist/coach the Parent/Caregiver or NMD in completing
26 interventions and/or activities.

27 18.4.6 As determined by the Family Team, assist the NMD in
28 becoming involved in academic, social and recreational activities; preparing

1 for and obtaining employment, including conducting a job search, obtaining
2 housing, establishing and working toward educational goals, and facilitating
3 the development of other skills needed to achieve self-sufficiency. Coach the
4 Participant to facilitate increased self-confidence and proficiency in said
5 activities and ongoing improvement in other skill needed for successful
6 independent living.

7 18.4.7 Provide transportation for adults/caregivers/parents and
8 NMD only; Parent Partner may not transport minor youth unless approved in
9 advance by Wraparound Supervisor or Director.

10 18.4.8 Understand the Wraparound OC Phases, the strength-based
11 approach and the team decision-making process.

12 18.4.9 Parent Partner will not create the illusion of
13 establishing a permanent relationship between her/himself and Participant or
14 Participant's Family, and will not be allowed to provide nor be reimbursed for
15 providing tutoring or academic support.

16 18.4.10 Maintain a cooperative and effective working relationship
17 with the Care Coordinators and Youth Partners to provide maximum support to
18 families.

19 18.4.11 Provide resource development and distribution to families,
20 as needed.

21 18.4.12 Participate in a minimum of six (6) "Professional Growth
22 for Parent Partners" training sessions each fiscal year, as offered by the
23 Wraparound Support Services Contractor, Family Support Network and any
24 additional required training.

25 18.4.13 Maintain required paperwork and documentation.

26 18.4.14 Adhere to the COUNTY Code of Conduct provided during the
27 Wraparound OC Core Four-Day Training, described in Paragraph 5.2.

1 Minimum Qualifications:

2 18.4.15 Experience in managing the care of an immediate family
3 member, or experience as the caregiver for a child or NMD Youth who has been
4 involved with the COUNTY's Child Welfare Services, Probation Department, or
5 Mental Health System because of serious emotional and/or behavioral problems;
6 experience working with and/or mentoring youth/young adults.

7 18.4.16 Two (2) years Full-Time Equivalent (FTE) experience (paid
8 or unpaid) in accessing services to address serious emotional and/or
9 behavioral problems, and familiarity with community resources.

10 18.4.17 Possess a valid California Driver's License and proof of
11 automobile insurance.

12 18.5 Youth Partner:

13 Duties:

14 18.5.1 Develop a one-to-one relationship with Participant by
15 providing support, guidance and concrete assistance and focusing on the needs
16 of the Participant. Youth Partner shall function as both a positive role
17 model and advocate for the Participant in his/her family system and community.

18 18.5.2 Adapt to and be flexible with changes in the Wraparound OC
19 process and its progression.

20 18.5.3 Extend assistance as stated in this Subparagraph 18.5 to
21 Participant's minor sibling(s) and other child(ren) in the home, as determined
22 by the Family Team.

23 18.5.4 Provide services in the Participant's residence, in the
24 local school, community setting and/or alternate site(s) as authorized by
25 ADMINISTRATOR.

26 18.5.5 Conduct initial meeting with Participant and Participant's
27 parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.

28 18.5.6 Prepare a brief written plan after initial meeting with

1 Participant and parent(s)/caregiver(s), in a form approved by ADMINISTRATOR.

2 18.5.7 Provide plan to Participant's parent/caregiver(s) within
3 five (5) business days of initial meeting.

4 18.5.8 Meet with Participant as scheduled and immediately notify
5 the Participant's parent/caregiver via telephone, when a change in scheduling
6 or cancellation is unavoidable, and provide written justification, in a format
7 approved by ADMINISTRATOR, within two (2) business days of change or
8 cancellation. CONTRACTOR shall comply with ADMINISTRATOR's request for copies
9 of said written justification.

10 18.5.9 Provide services for one (1) to five (5) hours per week,
11 as determined by ADMINISTRATOR to best meet the needs of Participant and
12 Participant's parent(s)/caregiver(s).

13 18.5.10 Be available to provide telephone support and crisis de-
14 escalation to Participant or NMD twenty-four (24) hours a day, seven (7) days
15 a week, including holidays, through an on-call system after normal direct
16 service hours.

17 18.5.11 Work with Participant and Participant's
18 parent(s)/caregiver(s) to identify educational, social and recreational
19 opportunities that meet Participant's needs in the local community which meet
20 Participant's needs and help the Participant take part in said opportunities.
21 These opportunities must be positive pro-social activities and interventions
22 that build self-esteem, and facilitate the development of social skills, and
23 peer relationships.

24 18.5.12 Provide one-to-one interactions with the Participant
25 within the community.

26 18.5.13 Identify natural supports which can link the Participant
27 to the community in order to support transition and which will sustain the
28 Participant once the Youth Partner's involvement ends.

1 18.5.14 Assist the Participant with job search activities and
2 obtaining employment and/or other skills needed to foster self-sufficiency and
3 develop the skills needed for successful independent living as applicable; and
4 coach the Participant to facilitate increased self-confidence and proficiency
5 in said activities and ongoing improvement in other skills needed for
6 successful independent living.

7 18.5.15 Teach, model and reinforce pro-social skills required for
8 developing and sustaining ongoing relationships within the Participant's
9 Family and community, i.e. peers, friends, and other natural supports.

10 18.5.16 Provide a consistent, supportive environment in which the
11 Participant can learn and practice pro-social behaviors, problem solving and
12 the use of more appropriate coping skills, and/or other independent and
13 transitional living skills as appropriate.

14 18.5.17 Create varied, fun and strengthening environments designed
15 to reinforce positive behaviors, activities and skills.

16 18.5.18 Provide transportation for Participant and/or sibling(s)
17 to academic, social, recreational and/or employment activities, appointments
18 and/or to access services, as determined by the Family Team. Participant's
19 parent(s), caregiver(s) or other responsible adult identified by the Family
20 Team must accompany Participant and/or sibling(s) unless the Participant's
21 Parent/Caregiver has provided prior, written consent.

22 18.5.18.1 Written consent from the Participant's
23 parent(s)/caregiver(s) is required prior to transporting the Participant and/or
24 the Participant's sibling(s).

25 18.5.18.2 The Youth Partner shall not be authorized to
26 pick-up and/or drop-off the Participant and/or the Participant's sibling(s)
27 unless the Participant's parent/caregiver or previously authorized adult
28 designee is at home or at the otherwise agreed upon pick-up/drop-off location.

1 In the event the Participant's parent/caregiver or previously authorized adult
2 designee is not present, the Youth Partner shall immediately contact the
3 Wraparound Supervisor and/or CONTRACTOR's designee for assistance.

4 18.5.19 The Youth Partner shall establish and maintain boundaries
5 with the Participant and encourage effective communication with the
6 Participant.

7 18.5.19.1 The Youth Partner will not create the illusion
8 of establishing a permanent relationship between her/himself and the
9 Participant or the Participant's Family and will not be allowed to provide nor
10 be reimbursed for providing tutoring or academic support.

11 18.5.20 The Youth Partner shall maintain a cooperative and
12 effective working relationship with the Care Coordinators and Parent Partners
13 to provide maximum support to Participants and Participant's Families.

14 18.5.21 The Youth Partner shall participate in a minimum of six
15 (6) "Professional Growth for Youth Partners" training sessions each fiscal
16 year, as offered BY ADMINISTRATOR and any additional required training.

17 18.5.22 Attend all FTMs and provide monthly case notes, in a
18 format approved by ADMINISTRATOR, following each FTM.

19 18.5.23 Maintain required paperwork and documentation.

20 18.5.24 Perform other duties in support of the Wraparound OC
21 Program as assigned, including participation in the WFI process.

22 18.5.25 Adhere to the COUNTY Code of Conduct provided during the
23 Wraparound OC Core Four-Day Training, described in Paragraph 5.2.

24 Minimum Qualifications:

25 18.5.26 Bachelor's degree in human services or a related field
26 from an accredited college or university or a minimum of one (1) year of
27 experience (preferably more) working with target population as defined in
28 Paragraph 1 of this Exhibit A.

1 18.5.27 Experience working with TFCO-OC model is desirable.

2 18.5.28 Experience working with youth and/or NMD in an employment
3 or volunteer capacity is desirable.

4 18.5.29 Experience supporting youth in his/her personal
5 development through regular interactions, leading to a supportive, trusting
6 relationship in which the youth relies on the Youth Partner's guidance to gain
7 skills, perspective and experience.

8 18.5.30 Possess a valid California Driver's License and proof of
9 automobile insurance.

10 18.6 Case Assistant:

11 Duties:

12 18.6.1 Maintain Wraparound OC client charts including mental
13 health treatment charts, administration charts, and documentation of POCs.
14 Monitor Medi-Cal documentation, track coordination plans, service plans,
15 community functioning evaluations and other reports that include deadlines and
16 updates for Wraparound OC programmatic documentation.

17 Minimum Qualifications:

18 18.6.2 Bachelor of Arts/Science degree, preferably in Social
19 Services or Liberal Arts; excellent organizational, analytical, computer and
20 communication skills.

21 18.7 Program Assistant:

22 Duties:

23 18.7.1 Carry out general operation of the Wraparound OC program's
24 administrative office, including answering department phones, processing all
25 mail, and maintaining all departmental files and purchase orders.

26 Minimum Qualifications:

27 18.7.2 Bachelor of Arts/Science or equivalent degree, excellent
28 organizational, writing, and communication skills, strong computer skills.

1 18.8 Division Director:

2 18.8.1 Duties: Administer Wraparound OC program, ensure delivery
3 of quality services and program continuity, plan for future program growth and
4 development.

5 Minimum Qualifications:

6 18.8.2 Master's Degree in social work, psychology, counseling or
7 other related clinical degree. Minimum three (3) years administrative
8 experience in wraparound, mental health or counseling program. Clinical
9 license or license-eligible and registered with Board of Behavioral Sciences.

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EXHIBIT B
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND
SENECA FAMILY OF AGENCIES
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
9 the State of California as "Medi-Cal," services necessary to correct or
10 ameliorate a mental illness even if the service is not otherwise included in
11 the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21)
12 years and younger.

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

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

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

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

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

1 emotional/behavioral disturbance who require the most structure and/or
2 specialized treatment and/or exhibit one or more of the following behaviors,
3 but not limited to:

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

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

12 1.23.4.3 Frequent running away, gang involvement, tagging,
13 property destruction, self-harming, possession of deadly weapons, adjudicated
14 sex offenders, possession of alcohol and drugs for use or sales, juvenile
15 perpetrator, substance abuse disorder, fire starter, sexualized behavior, sexual
16 exploitation, multiple placements, minor criminal behavior, opposition/defiant
17 behavior, aggression, assaultive toward others, educational deficiencies,
18 habitual school truancy and/or other school related behavior problems, post-
19 traumatic stress, behaviors beyond control of parent(s) or primary caregiver(s),
20 recognized mild developmental disorder, significant mental health disorders, one
21 or more hospitalizations in a mental health facility, child/NMD youth has
22 previously received other intensified services. In addition, child/NMD youth may
23 have been raised in families with multi-generational criminal justice
24 involvement, social services, involvement, and 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
17 relatives related to the Participant by blood, marriage or non-relative
18 extended family connection. Families are the adults committed to a Participant
19 and able to 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 the
25 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

1 of 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 Team
16 members are the critical decision-makers; attend Family Team meetings; have
17 regular contact with the Participant and Participant's Family, and are able to
18 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,
9 unique needs of the Participant and/or Participant's Family; a flexible,
10 creative approach to treatment planning based on an assessment of needs,
11 resources and family strengths, including the use of formal and informal
12 supports and 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
19 SSW, 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
27 used to track data and create reports through the collaborative efforts of
28 SSA, HCA, and Probation and contracted Wraparound Providers. The database

1 system is utilized to collect data and generate reports regarding Wraparound
2 OC 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 twenty-one (21) and/or: The NMD must meet at least one
11 (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
2 for a residential treatment or group home. The RCL process uses a point system
3 to 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
2 able to secure the services and supports to meet its needs in the future
3 without 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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