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AGREEMENT

#### BFTWFFN

#### COUNTY OF ORANGE

AND

#### PHOENIX HOUSE ORANGE COUNTY. INC.

#### FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

This AGREEMENT, entered into this 1st day of July 2017, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE. hereinafter referred to as "COUNTY." and PHOENIX HOUSE ORANGE COUNTY. INC., a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

#### WITNESSETH:

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

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WHEREAS, the amended Wraparound Orange County Plan and Memorandum of Understanding between the Social Services Agency and the California Department

# Attachment G

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of Social Services was approved by COUNTY on November 19, 2002, for the
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       purpose of delivering Wraparound Services in Orange County;
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              NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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#### 1. TERM

The term of this Agreement shall commence on July 1, 2017, and terminate on June 30, 2018, unless earlier terminated pursuant to the provisions of Paragraph 43 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

#### 2. ALTERATION OF TERMS

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

# 3. <u>STATUS OF CONTRACTOR</u>

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

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services to be provided during the course and scope of their employment.

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

# 4. DESCRIPTION OF SERVICES, STAFFING

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment and supplies as described in the Exhibits to the Agreement between County of Orange and Phoenix House Orange County, Inc., for the Provision of Wraparound Orange County Services, in Exhibit "A" and to terms and definitions described in Exhibit "B" to the Agreement Between County of Orange and Phoenix House Orange County, Inc., for the Provision of Wraparound Orange County Services, both attached hereto and incorporated herein by reference: Exhibit "A" relating to the Scope of Work, and Exhibit "B" relating to the Definitions. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum obligation as set forth in this Agreement is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

# 5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain these licenses and permits

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in effect for the duration of this Agreement. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior.

- 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange Social Services Agency and all administrative regulations, rules and policies adopted thereunder as each and all may now exist or be hereafter amended.
- 5.2.1 For Federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from Federal financial assistance programs and/or activities.

# 6. <u>DELEGATION AND ASSIGNMENT/SUBCONTRACTS</u>

# 6.1 <u>Delegation and Assignment</u>:

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

# 6.2 Subcontracts:

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

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

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

# 6.2.2 <u>Subcontracts in excess of \$25,000</u>:

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

subcontractor's performance until completion of services.

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

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

# 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

# 7.1 <u>Form of Business Organization</u>:

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

- 7.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.
- $7.1.2\,$  A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.
- 7.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who

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

# 7.2 Change in Form of Business Organization:

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

# 7.3 Real Property Disclosure:

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

- 7.3.1 The location by street address and city of any such real property.
- 7.3.2 The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.
- 7.3.3 A detailed description of all existing and pending agreements, with respect to the use or occupation of any such real property. Such description shall include, but not be limited to:
- 7.3.3.1 The term duration of any rental, lease or license agreement;
- 7.3.3.2 The amount of monetary consideration to be paid to the lessor or licensor over the term of the rental, lease or license

agreement;

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

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

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

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

describing such changes.

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# 8. NON-DISCRIMINATION

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

- 8.2 CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.
- 8.3 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 8 et seq.
- 8.4 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

# 8.5 <u>Non-Discrimination in Employment</u>:

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

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

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

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 95814-2430

Telephone: (800) 952-5253

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

# 8.6 <u>Non-Discrimination in Service Delivery</u>:

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

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

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

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

8.6.2.2 Discrimination Complaint Form

8.6.2.3 Civil Rights Contacts:

<u>County Civil Rights Contact</u>:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana. CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

<u>Federal Civil Rights Contact</u>:

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

#### 9. NOTICES

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

COUNTY: County of Orange Social Services Agency

Contract Services

500 N. State College Blvd., Suite 100

Orange, CA 92868

CONTRACTOR: Phoenix House Orange County, Inc.

11600 Eldridge Avenue

Lake View Terrace. CA 91342

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

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#### 11. INDEMNIFICATION

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

# 12. <u>INSURANCE</u>

- 12.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to deposit with ADMINISTRATOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with, CONTRACTOR agrees to keep such insurance coverage. Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 12.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject

to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.

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

- 12.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 12.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR'S SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
  - 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

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# 12.5 Qualified Insurer:

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

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

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

# <u>Minimum Limits</u>

\$1,000,000 per occurrence

\$1,000,000 per claims made

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

Employer's Liability Insurance

Network Security & Privacy Liability

Professional Liability

\$1,000,000 per claims made or per occurrence

Sexual Misconduct Liability

\$1,000,000 per occurrence

## 12.8 Required Coverage Forms:

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

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

# 12.9 Required Endorsements:

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

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

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

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

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

12.9.2.2 A primary and non-contributing endorsement Page 19 of 45 04-17-17

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

- 12.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 12.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment
- 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.
- 12.13 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.
- 12.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.
- 12.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

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

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

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

# 13. <u>NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS</u>

CONTRACTOR shall report to COUNTY:

- 13.1 Any accident or incident relating to services performed under this Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.
- 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement. Such report shall be submitted to COUNTY within twenty-four (24) hours of occurrence.

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

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

# 14. CONFLICT OF INTEREST

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

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

# 15. <u>ANTI-PROSELYTISM PROVISION</u>

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

# 16. <u>SUPPLANTING GOVERNMENT FUNDS</u>

CONTRACTOR shall not supplant any Federal, State or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its

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obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY program without prior written approval of ADMINISTRATOR.

#### 17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

- 17.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 17.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.
- 17.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
  - 17.1.4 To purchase a policy or policies of insurance covering

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

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

# 17.3 <u>Personal Computer Equipment</u>:

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

### 18. BREACH SANCTIONS

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

18.1 Afford CONTRACTOR a time period within which to cure the breach,

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which period shall be established by ADMINISTRATOR; and/or

- 18.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or
- 18.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.2 above.

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

### 19. PAYMENTS

# 19.1 <u>Maximum Contractual Obligation</u>:

The maximum obligation of COUNTY under this Agreement shall be \$2,100.000, or actual allowable costs, whichever is less.

### 19.2 Allowable Costs:

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in 2 CFR, Part 230 or as approved by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2018, during the month of such anticipated expenditure.

# 19.3 Claims:

19.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,

Friday after Thanksgiving, and Christmas Day.

ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, <u>inter alia</u>, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 (Records, Inspections, and Audits) of this Agreement.

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

# 19.3.4 Year End and Final Claims:

19.3.4.1 CONTRACTOR shall submit a final claim by no later than August 30, 2018. Claims received after August  $30^{\rm th}$  may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim must be received, upon written notice to CONTRACTOR.

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

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# 19.3.5 <u>Seventy-Five Percent Expenditure Notification</u>:

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

### 20. OVERPAYMENTS

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

# 21. OUTSTANDING DEBT

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

# 22. <u>EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM</u>

COUNTY will maximize the use of Early and Periodic Screening Diagnosis and Treatment Program (EPSDT) funding when children and families are determined to have an eligible condition. COUNTY will provide training for

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CONTRACTOR on EPSDT charting requirements, and will facilitate the processing of EPSDT funding claims. CONTRACTOR shall comply with these requirements for EPSDT eligible children and their families, and shall facilitate the processing of EPSDT funding claims. CONTRACTOR understands that in order to participate in this funding opportunity, agreements with both ADMINISTRATOR and County of Orange Health Care Agency (HCA) shall be required.

### 23. FINAL REPORT

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

## 24. INDEPENDENT AUDIT

- 24.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the 31 USC 7501 7507, as well as its implementing regulations under 2 CRF Part 200. Uniform Administrative Requirements. Cost Principles and Audit Requirements for Federal Awards. The audit must be performed in accordance with generally accepted government auditing standards and 2 CFR Part 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.
- 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR its organization-wide audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any

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subsequent Agreement with CONTRACTOR until such time as the required audit is provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

# 25. RECORDS, INSPECTIONS AND AUDITS

# 25.1 Financial Records:

- 25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by CONTRACTOR, for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later.
- 25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

# 25.2 <u>Client Records</u>:

- 25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.
- 25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement or until all pending COUNTY, State and Federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 43.2.

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

### 25.3 Public Records:

To the extent permissible under the law, all records, including but not limited to, reports, audits, notices, claims, statements and correspondence, required by this Agreement may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

# 25.4 <u>Inspections and Audits</u>:

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

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

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

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

### 26. PERSONNEL DISCLOSURE

- 26.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of all personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR in writing, along with a copy of a résumé and/or job application. The list shall include:
- 26.1.1 Names and dates of birth of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;
- 26.1.2 A brief description of the functions of each position and the hours each person works each week; or for part-time personnel, each day or month, as appropriate;
- 26.1.3 The professional degree, if applicable, and experience required for each position; and
  - 26.1.4 The language skill, if applicable, for all personnel.
- 26.2 CONTRACTOR shall conduct initial or pre-hire background checks on all Wraparound OC staff. CONTRACTOR shall conduct all of the following:
- 26.2.1 Health, including tuberculosis and drug screening for new hires:
  - 26.2.2 Department of Motor Vehicle (DMV) clearance;
- 26.2.3 Professional License and insurance status (as applicable) for new hires and at license renewal: and
  - 26.2.4 Sanction screenings, twice a year (Office of Inspector

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General exclusion list, System for Award Management [SAM], and Medi-Cal exclusions).

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

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

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

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

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

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

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

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

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

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

### 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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

# 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 28.1 In order to comply with child support enforcement requirements of COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days of the award of this Agreement:
- (a) in the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- (b) in the case of a contractor doing business in a form other than as

an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;

- (c) a certification that CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and
- (d) a certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.
- 28.2 The failure of CONTRACTOR to timely submit the data or certifications required by subsections (a), (b), (c), or (d), or to comply with all Federal and State employee reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement, and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.
- 28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

# 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements as set forth in Section 15630 of the WIC and will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

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

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

#### 31. CONFIDENTIALITY

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

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

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

- 31.3 CONTRACTOR shall inform all of its employees, volunteers, agents, subcontractors, and partners of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
- 31.5.1 No access, disclosure or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
- 31.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed or recorded by any publication or organization or to appear on any radio, television or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

## 32. <u>SECURITY</u>

- 32.1 CONTRACTOR shall immediately notify COUNTY of any and all unauthorized disclosures of COUNTY data of which CONTRACTOR or its staff is aware or has knowledge. After such notification, CONTRACTOR shall, at its own expense:
  - 32.1.1 Investigate to determine the nature and extent of the

unauthorized disclosure.

32.1.2 Contain the incident by, among things, attempting to recover records, revoking access and/or correcting weaknesses in security. CONTRACTOR shall reimburse COUNTY for all notification-related costs incurred by COUNTY arising out of or in connection with the unauthorized disclosure as legally required.

32.2 For services provided under this Agreement, CONTRACTOR shall ensure that all confidential information must be held in the strictest confidence, can only be accessed by those with a need to know and is protected to prevent unauthorized or inadvertent access. Confidential electronic information must be stored in an encrypted format. Confidential information stored in a paper format must be transported, handled, secured and destroyed in a manner that will prevent unauthorized access.

#### 33. COPYRIGHT ACCESS

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

#### 34. WAIVER

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

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#### 35. PUBLICITY

- 35.1 Information and solicitations, prepared and released by CONTRACTOR, concerning the services provided under this Agreement shall state that the program, wholly or in part, is funded through COUNTY, State and Federal government funds.
- 35.2 CONTRACTOR shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this Agreement within the following conditions:
- 35.2.1 CONTRACTOR shall develop all publicity material in a professional manner; and
- 35.2.2 During the term of this Agreement, CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of COUNTY without the prior written consent of COUNTY. COUNTY shall not unreasonably withhold written consent.
- 35.3 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name and/or logo for any purpose, including commercial advertisement, promotional purposes, announcements, displays or press releases, without COUNTY's prior written consent is expressly prohibited.

## 36. <u>COUNTY RESPONSIBILITIES</u>

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

## 37. REFERRALS

37.1 CONTRACTOR shall provide services to individuals referred by

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#### 38. REPORTS

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- 38.1 CONTRACTOR shall provide information deemed necessary ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.
- 38.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this paragraph upon written notice to CONTRACTOR.

#### 39. ENERGY EFFICIENCY STANDARDS

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

#### 40 ENVIRONMENTAL PROTECTION STANDARDS

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

- 40.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 40.2 It will notify COUNTY prior to award of the receipt of any communication from the Director. Office of Federal Activities. U.S. EPA. indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
  - 40.3 It will notify COUNTY and the EPA about any known violation of the

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provisions set down by the OMB and published in the Federal Register dated

December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it is mutually understood that any contract which utilizes

above laws and regulations.

CERTAIN FEDERAL TRANSACTIONS

Federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that cites the

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following:

Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby

incorporated by reference in Paragraph (B) of this certification.

best of his or her knowledge and belief as of December 23, 1989, that

be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in

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connection with the awarding of any Federal contract, the making of any

Federal grant, the making of any Federal loan, the entering into of any

cooperative agreement, and the extension, continuation, renewal, amendment or

(including profit or fee received under a covered Federal transaction) have

been paid, or will be paid, to any person for influencing or attempting to

modification of any Federal contract, grant, loan or cooperative agreement;

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE

pursuant to Title 31 USC Section 1352 and the guidelines with respect to those

CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121

The definitions and prohibitions contained in the clause at

The offeror, by signing its offer, hereby certifies to the

No Federal appropriated funds have been paid or will

If any funds other than Federal appropriated funds

04-17-17

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

- 3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

## 42. POLITICAL ACTIVITY

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

## 43. TERMINATION PROVISIONS

43.1 ADMINISTRATOR may terminate this Agreement without penalty immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include but not be limited to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that in the reasonable opinion

of COUNTY indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

- 43.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, active case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 43.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.
- 43.4 The obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR will be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written

notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

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

## 44. GOVERNING LAW AND VENUE

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

## 45. <u>SIGNATURE IN COUNTERPARTS</u>

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

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

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l	WHEREFORE, the parties hereto have executed this Agreement.										
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3	By: SHAWNA MORRIS  By: CHAIRWOMAN										
4 5	SHAWNA MORRIS  REGIONAL DIRECTOR  PHOENIX HOUSE ORANGE COUNTY. INC.  COUNTY OF ORANGE, CALIFORNIA										
6	Dated: 4 6 17 Dated:										
7	Dated: TIP I Pated:										
8	SIGNED AND CERTIFIED THAT A COPY OF THIS										
9	AGREEMENT HAS BEEN DELIVERED TO THE CHAIR										
10	OF THE BOARD PER G.C. SEC. 25103. RESO 79-1535 ATTEST:										
11											
12	ROBIN STIELER Clerk of the Board										
13											
14	Orange County, California										
15											
16	APPROVED AS TO FORM										
17	COUNTY COUNSEL COUNTY OF ORANGE, CALIFORNIA										
18	Carolin N Front										
19	By: Carolyn & Frost DEPUTY  Dated: 04/19/17										
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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

PHOENIX HOUSE ORANGE COUNTY, INC.

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

#### SCOPE OF WORK

#### 1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR shall provide services to Participants referred by ADMINISTRATOR. Participants may include but are not limited to: 1.) Children and Non-Minor Dependent (NMD) youth defined in Subparagraph 1.23 of Exhibit B and 2.) families of children participating in the Adoption Assistance Program (AAP). Treatment Foster Care Orange (TFCO-OC). Oregon County Multidimensional Treatment Individualized Plan (MTIP). Emergency Response/Family Maintenance Collaborative Services (ER/FMCS), and the Multi-Disciplinary Consultation Team (MDCT). Participants may reside with a relative or caretaker in a contiguous county outside of Orange County (Los Angeles, San Diego, Riverside and San Bernardino Counties). Approximately ten to fifteen percent (10-15%) of the referred population may be residing outside of Orange County.
- 1.2 CONTRACTOR shall provide services to transition and/or maintain Participants in their homes or home-like settings as an alternative to group home care. Participants will be eligible for available referral slots. CONTRACTOR acknowledges ADMINISTRATOR will assign referral slots at its sole discretion and does not guarantee any number of Participants will be assigned to CONTRACTOR.

#### 2. SERVICE STANDARDS

- 2.1 CONTRACTOR shall adhere to Wraparound OC Standards which are incorporated herein by reference and as outlined in the Wraparound OC Plan as well as State laws and regulations pertaining to Wraparound as now exist or are amended, hereinafter.
- 2.2 CONTRACTOR shall provide intensive, strength and needs based services and supports, using a community-based and family-centered process. Services and supports must be individualized and comprehensive.
- 2.3 CONTRACTOR shall establish, model and maintain professional boundaries among staff and in all interactions with Participants and families.
- 2.4 CONTRACTOR shall assist NMD Participants in fostering self-sufficiency by providing linkages (e.g. tutoring services, career workshops) to help youth achieve their educational goals, develop their skills for employment, obtain housing and facilitate the development of any other independent living skills needed by emancipating youth. CONTRACTOR may assign a NMD a Parent Partner or Youth Partner to assist, depending on the youth's preference, skill levels and/or needs.
- 2.5 CONTRACTOR shall arrange for twenty-four (24) hour on-call crisis/emergency availability for Wraparound OC Participants and their families as stated in Subparagraph 7.3 of this Exhibit A.
- 2.6 CONTRACTOR shall adhere to a model of service delivery that recognizes phases of progression from dependence to self-sufficiency. Interventions, including the intensity of support provided by the CONTRACTOR's Care Coordinator, Parent Partner, and TFCO-OC Youth Partner or Youth Partner, shall be adjusted to reflect the Participant's and the Participant's Family's progression through the phases. Family involvement, family decision-making, reliance on formal supports and development of informal supports are other factors that are expected to lead to self-sufficiency as the family

successfully moves through the different phases. The phases of Wraparound OC are:

## 2.6.1 Engagement:

The Engagement phase is focused on the initial stage of Wraparound planning and encompasses team development through face-to-face contact with the Participants and the Participant's Family as well as either face-to-face or telephone contact with potential Family Team members. During the Engagement phase, the Team is gathering perspectives through interviews and Family Team Meetings in order to develop a sense of family strengths and concerns, as expressed by all involved in the Team. Family Engagement occurs throughout the Participant's involvement in the Wraparound OC process.

## 2.6.2 <u>Plan Development</u>:

This is the Plan Development phase of Wraparound and requires regular Family Team Meetings (FTM) which shall include, at a minimum, the Participant, the Participant's Family members, CONTRACTOR staff and the referring party (Senior Social Worker [SSW], Deputy Probation Officer [DPO], or Clinical Therapist). The Plan Development phase should commence at least by the end of the third (3rd) week after the referral is made. This phase requires the Participant and Family Team to come together, to review family strengths; develop a collaborative Family Team Vision Statement, upon which all team members can agree and accept; list needs statements across life areas; prioritize, as a team, the most important needs; and craft interventions and actions to meet the prioritized needs. These needs and interventions shall be clearly addressed in the initial Plan of Care (POC) and Safety Plan.

## 2.6.3 <u>Implementation</u>:

The Implementation phase follows directly after the initial POC and Safety Plan have been completed. During this phase, the

Participant and the Family Team meets regularly to discuss and assess the effectiveness of the interventions within the POC and Safety Plan and to modify or adjust the POC and Safety Plan as may be needed to meet the needs of the Participant and the Family. The initial POC provides the framework for moving into the Implementation Phase.

#### 2.6.4 Transition:

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

- 2.7 CONTRACTOR shall require its employees to adhere to the COUNTY Code of Conduct provided during the Wraparound OC Core Four (4)-Day Training, as described in Paragraph 5.2.
- 2.8 CONTRACTOR shall monitor each Participant's and Participant's Family's progress, identify barriers to progress and develop effective methods to overcome barriers. CONTRACTOR or ADMINISTRATOR may request case consultation through Wraparound Review and Intake Team (WRIT) Technical Assistance and/or the Family Review Process as needed.
- 2.9 CONTRACTOR shall use the POC as the structural tool and road map to ensure that all Family Team members focus on a common goal; maximize the family strengths to reach their goal; agree upon the family needs, as prioritized by the Family Team; and respect the goals of the community and the referring agency, as reflected in any existing court orders, laws and regulations, and policies and procedures. Family involvement in developing,

1	implementing, and accepting ownership of the POC is critical to success and is
2	expected to increase with the Participant and Family's progression toward
3	self-sufficiency. The POC elements for each Participant shall include, but not
4	be limited to:
5	2.9.1 Dates the case is assigned, completed and approved;
6	2.9.2 Family Team Vision Statement;
7	2.9.3 Identification of specific needs and applicable life
8	areas;
9	2.9.4 Identification of the types of actions or interventions
10	and responsible party or parties;
11	2.9.5 Identification of service provider(s);
12	2.9.6 Identification of the strengths of the Family and of each
13	Team Member;
14	2.9.7 Funding source for actions and/or interventions;
15	2.9.8 Estimated date(s) of completion for actions and/or
16	interventions;
17	2.9.9 Identification of progress and outcomes in prior month(s);
18	2.9.10 Identification of continuing service(s);
19	2.9.11 Identification of discontinued service(s) and reason(s)
20	for discontinuation:
21	2.9.11.1 Outcome identified as effective, therefore
22	service(s) no longer needed;
23	2.9.11.2 Outcome identified as ineffective, therefore
24	service(s) no longer needed;
25	2.9.11.3 Identification of other reason(s) service(s)
26	no longer needed; and
27	2.9.11.4 Identification of any service(s) that have
28	been added and reasons for those added service(s).

- 2.9.12 Service cost by unit and by total.
- 2.10 CONTRACTOR shall ensure that each POC and Safety Plan is developed and supported by the Family Team, as evidenced by signatures of the Family Team members. The POC signature sheet shall identify each member by his or her status as a formal or informal support.
- 2.11 An addendum to the active POC shall be completed anytime a substantial change occurs in the Participant and/or Family's circumstances, which warrants a revision to the needs, interventions and/or vision stated in the most current POC.
- 2.12 CONTRACTOR shall access and maximize the use of informal Family and community resources to meet Participant and Participant's Family needs.
- 2.13 CONTRACTOR shall make referrals to utilize the COUNTY's Wraparound Provider Network Program (PNP) to meet Participant's needs, when warranted and dependent upon availability. CONTRACTOR shall obtain written authorization for PNP services from ADMINISTRATOR.
- 2.14 CONTRACTOR shall provide services pursuant to this Agreement in a manner that is culturally and linguistically competent and responsive for the population(s) served.
- 2.15 CONTRACTOR shall continue to develop and implement policies and procedures that are culturally and linguistically appropriate using standards provided by COUNTY. CONTRACTOR shall maintain documentation of such efforts which may include, but is not limited to:
- 2.15.1 Participation in COUNTY sponsored and other applicable training;
- 2.15.2 Availability of literature in multiple languages and formats as appropriate; and
- 2.15.3 Identification of measures taken to enhance accessibility for, and sensitivity to, persons with physical challenges and/or disabilities.

services is provided by an adult, as qualified by ADMINISTRATOR, and not by the Participant and/or the Participant's parent/caregiver/family member or any minor youth or children.

2.17 Upon prior written approval from ADMINISTRATOR, CONTRACTOR shall

2.16 CONTRACTOR shall ensure language translation needed for Wraparound

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

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

2.19 In an effort to maintain public awareness of the "Safe Arms for Newborns" law (California Health and Safety Code Section 1255.7), CONTRACTOR must post Safely Surrendered Baby posters in the reception area of every office where Participants are served. Posters are available through CDSS, at <a href="https://www.dss.cahwnet.gov/cdssweb/FormsandPU 271.htm">www.dss.cahwnet.gov/cdssweb/FormsandPU 271.htm</a> (English version), or <a href="https://www.dss.cahwnet.gov/cdssweb/SpanishTra 275.htm">www.dss.cahwnet.gov/cdssweb/SpanishTra 275.htm</a> (Spanish version).

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## 2.20 Additional Responsibilities:

- 2.20.1 CONTRACTOR shall have and maintain a current California business license and if applicable, a valid California Group Home License.
- 2.21 CONTRACTOR shall obtain annual updated clearances and maintain a method of obtaining timely and subsequent updated records notifications, including monitoring of driver's license suspensions, tickets, accidents, and/or other vehicular violations. If any subsequent negative criminal, professional, DMV or CACI record information is obtained, CONTRACTOR shall immediately notify COUNTY.
- 2.22 CONTRACTOR shall clearly identify the roles of licensed and unlicensed staff, registered interns, interns, volunteers, and/or student interns. The use of licensed and unlicensed staff, registered interns, interns, volunteers, and/or student interns shall require prior, written approval from ADMINISTRATOR.
- 2.23 All CONTRACTOR staff that transports Participants and their families must have a valid Class C California Driver's License with no serious traffic violations and proof of automobile insurance, which shall be verified by CONTRACTOR through a clearance from the California DMV.
- 2.24 CONTRACTOR shall utilize a secure method of email communication as directed and approved by the COUNTY.
- 2.25 Services must be outcome-driven and identified indicators must accurately reflect progress towards the program's goal of providing supportive services to enable children to live safely in family settings and achieve positive outcomes for the child and family members as an alternative to placement in group home care. Participant and Participant's Family's gains (or lack thereof) after interventions must be measured by CONTRACTOR. CONTRACTOR must be able to clearly state what changes took place in the Participants and their families.

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- 2.26 CONTRACTOR must be able to meet Participant's and Participant's Family's needs twenty-four (24) hours a day, seven (7) days a week.
- 2.27 CONTRACTOR shall clearly identify the Participant's and the Participant's Family's challenges concerning basic needs for food, shelter, housing and clothing and shall address said challenges utilizing formal and informal supports, and clearly address challenges on Participant's POC.
- 2.28 CONTRACTOR must capitalize opportunities provide on to Participants and Participant's Family with linkages to integrated, and easily-accessible community resources. CONTRACTOR must coordinated, follow-up to verify and document that the Participant/Participant's Family was able to access the needed services/resources within ninety (90) calendar days identifying and providing linkages to said resources the on Participant/Participant's Family's POC.
- 2.29 CONTRACTOR shall be required to appear and testify at Juvenile Court hearings, when subpoenaed and comply with all confidentiality requirements related to both testimony and case records production.
- 2.29.1 CONTRACTOR shall notify COUNTY immediately of any subpoenas received by CONTRACTOR, CONTRACTOR's staff, Participant and/or Participant's Family in connection with Wraparound OC services.
- 2.30 CONTRACTOR shall invite Participant's assigned SSW, DPO, and/or Mental Health (MH) Case Manager responsible for on-going services to participate in all FTMs.
- 2.31 CONTRACTOR's direct service staff members, consisting of Supervisor, Care Coordinator, Parent Partner and Youth Partner, are required to participate in Wraparound OC FTMs, Emergency Team Meetings (ETM), Team Decision Making (TDM) meetings, Multi-disciplinary Team (MDT) meetings and Child Family Team (CFT) meetings at the request of ADMINISTRATOR. FTM, ETM, TDM, MDT and CFT meetings may occur at a location other than CONTRACTOR's

facility.

- 2.31.1 FTMs are scheduled to make certain the needs of the Wraparound OC Participant and Family are met through the written POC. Every effort is made to ensure the Family voice is heard and that the Family accepts ownership of the process. This process is highly individualized for each Participant and seeks to maximize the capacity of each Family to meet the Participant's needs, and to prevent or reduce the need for congregate care such as residential treatment facilities and group homes.
- 2.31.2 An ETM is an Emergency Family Team Meeting, modeled after TDM meetings and held to address Participant's safety issues and placement concerns. ETMs must occur within twenty-four (24) hours of the event or change of circumstances necessitating the meeting.
- 2.31.3 TDM meetings incorporate a strength-based, consensus-driven, respectful process that models directness and honesty in discussing the risks and concerns involved in placement decisions. Through the involvement of families and communities, TDM promotes the value that families are experts about themselves and communities are experts about their community resources. TDM meetings may require up to ninety (90) minutes per session.
- 2.31.4 An MDT consists of a team of three (3) or more persons who are trained in the prevention, identification, and treatment of child abuse and neglect and are qualified to provide a broad range of services related to child maltreatment. MDT meetings may require up to two (2) hours per session.

## 3. <u>CASELOAD STANDARDS</u>

3.1 CONTRACTOR shall provide Wraparound Teams that are each composed of a Care Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR shall determine if a Participant will be assigned either a Youth Partner or a TFCO-OC Youth Partner. Unless otherwise specified, Youth Partner and TFCO-OC Youth Partner are used interchangeably herein. CONTRACTOR shall be required

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to obtain prior, written approval from ADMINISTRATOR before implementing any change in Wraparound team composition.

- 3.2 CONTRACTOR shall ensure that each Wraparound team member maintains a caseload of eight to ten (8-10) referral slots with an average of fifteen to sixteen (15-16) hours of service contacts per month, per Participant or Participant's Family Team. The fifteen to sixteen (15-16) hours of service contacts per month includes telephone contact, face-to-face contact with the Participant and/or Participant's Family, consultation time, case management and documentation, and identified crisis time.
- 3.3 ADMINISTRATOR reserves the right to modify the number and type of staff. CONTRACTOR shall maintain nine (9) Wraparound Teams composed of the following Full Time Equivalent (FTE) staff.
- 3.3.1 Three (3) Wraparound Supervisors, each supervising three (3) teams (see Subparagraph 3.8 through 3.10 below).
  - 3.3.2 Nine (9) Care Coordinators, one (1) per team.
  - 3.3.3 Nine (9) Parent Partners, one (1) per team.
  - 3.3.4 Nine (9) Youth Partners, one (1) per team.
- 3.4 Although English may be the predominant language spoken by the Participants to be served, there are many Participants and/or their families/caregivers whose primary language is a language other than English (e.g., Spanish or Vietnamese). Therefore, CONTRACTOR shall be required to maintain the following bilingual staff levels:
- 3.4.1 At minimum, one (1) of the three (3) Wraparound Supervisors shall be bilingual Spanish.
- 3.4.2 At minimum, five (5) of the nine (9) Care Coordinators shall be bilingual, with at least three (3) specifically bilingual Spanish.
- 3.4.3 At minimum, five (5) of the nine (9) Parent Partners shall be bilingual, with at least three (3) specifically bilingual Spanish.

- 3.4.4 At minimum, five (5) of the nine (9) Youth Partners shall be bilingual, with at least three (3) specifically bilingual Spanish.
- 3.4.5 ADMINISTRATOR, at its sole discretion, may modify the above listed ratios and languages as it deems necessary to address population and service needs.
- 3.5 Care Coordinators, Parent Partners and Youth Partners shall each maintain a caseload of eight to ten (8-10) referral slots. Face-to-face contact with Participant and Participant's Family will vary depending on the Wraparound OC phase. However, face-to-face contact shall be a minimum of two (2) hours per Participant per month during the Engagement Phase and a minimum of one (1) hour per Participant per month during the other Wraparound phases.
- 3.6 TFCO-OC Youth Partners shall maintain a caseload of eight to ten (8-10) referral slots. Face-to-face contact will vary depending on the Wraparound OC phase and the Participant's level within the TFCO-OC program. However, face-to-face contact shall be a minimum of one (1) hour per TFCO-OC Participant weekly, or a minimum as determined by ADMINISTRATOR, during the Participant's placement within the TFCO-OC foster home, and as needed after the Participant's return to his/her aftercare family.
- 3.7 To the extent allowable under the law, CONTRACTOR shall use best efforts to maintain a staff ratio of Youth Partners reflective of the gender ratio of the Participant population served, particularly with Participants who are on Probation or at-risk of Probation. ADMINISTRATOR, in its sole discretion, shall determine and approve ratio fluctuations.
- 3.8 Wraparound Supervisors shall supervise a maximum of eight to ten (8-10) FTE Wraparound OC staff. At ADMINISTRATOR's discretion, CONTRACTOR's staff may increase FTE supervision capacity to account for vacancies and emergencies. Supervised staff shall consist of Care Coordinators, Parent Partners and Youth Partners.

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- 3.9 CONTRACTOR shall not allow Wraparound Supervisor(s) to carry or Participant caseload. CONTRACTOR regular shall ADMINISTRATOR within twenty-four (24) hours in the event that Wraparound Supervisor(s) is/are in the position of covering a Participant caseload due to staffing issues. CONTRACTOR shall adhere to ADMINISTRATOR approved procedure for notification after standard business hours.
- 3.10 CONTRACTOR shall not assign Wraparound Director or Wraparound Supervisor(s) to supervise other programs within CONTRACTOR's organization without prior, written approval of ADMINISTRATOR.
- 3.11 CONTRACTOR shall recruit, hire and maintain qualified staff members who can provide services to the diverse population served by Wraparound OC. Wraparound OC staff shall have the language skills and cultural awareness necessary to communicate fully and effectively with Participants and Participants' Families, and to provide services in the appropriate languages, in a culturally sensitive manner and in a setting accessible to diverse communities.
- 3.12 CONTRACTOR bilingual-staff members shall be required to be proficient in understanding, speaking and writing in the English language and in preparing clear, concise and complete case notes, reports, etc., in both English and the specified language(s) (i.e., English, Spanish, or Vietnamese) required.
- 3.13 CONTRACTOR shall provide qualified bilingual staff as specified in Subparagraph 3.4 of this Exhibit A. CONTRACTOR shall clearly identify bilingual staff positions in the budget and ensure the staff filling said positions are proficient in English as well as Spanish or other language(s).
- 3.14 ADMINISTRATOR may, at its sole discretion, modify the caseload and supervision standards as referenced in this Paragraph 3 of this Exhibit A without reducing the level of service to be provided by CONTRACTOR and/or

exceeding maximum contract obligation.

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## 4. FAMILY TEAM AND PARTICIPANT SERVICES

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paren	t/care	egiver	with	in two	(2)	busi	ines	s days	s of	ret	ferral	assi	gnm	ent	by l	WRIT.
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TFCO-	OC C1i	nical	Team	١.												

- 4.2 Care Coordinator shall contact Referring Party (SSW, DPO, or MH Case Manager) within three (3) business days of assignment by CONTRACTOR, to schedule a meeting to discuss the referral and initial safety planning. The face-to-face meeting with the Referring Party is to occur within seven (7) calendar days of assignment by WRIT.
- 4.3 Care Coordinator and/or Parent Partner shall contact Participant's parent or caregiver within one (1) business day from the face-to-face meeting with Referring Party. Care Coordinator and Parent Partner shall conduct an initial face-to-face meeting with the Participant's Family within fourteen (14) calendar days of assignment by WRIT. Areas to be discussed during the initial meeting shall include, but are not limited to:
  - 4.3.1 Wraparound OC Goals;
  - 4.3.2 Wraparound Process;
- 4.3.3 Expectations/role of the Referring Party as outlined in the Wraparound Parties Agreement form;
  - 4.3.4 Expectation(s) of Parent(s) or Caregiver(s);
  - 4.3.5 Expectation(s) of Participant;
  - 4.3.6 Development of the Family Team;
- 4.3.7 Safety issues regarding the Participant and the Participant's parent(s)/caregiver(s); and
  - 4.3.8 Stability of housing, childcare and respite needs.

- 4.4 Youth Partner shall conduct an initial face-to-face meeting with the Participant within seven (7) calendar days of assignment by CONTRACTOR.
- 4.5 The Care Coordinator shall notify the Referring Party of the date, time and place set for the initial FTM, as well as all subsequent Family Team Meetings, court-related, and/or school related meetings involving the Participant. Taking into consideration family's obligations, such as work and school, the Care Coordinator shall schedule FTMs to maximize opportunities for the SSW, DPO, or MH Case Manager to attend regularly.
- 4.6 CONTRACTOR staff shall ensure the Participant's parent/caregiver or previously authorized adult designee, as determined by the Family Team, is present in the home or at the predetermined meeting location whenever any other team member(s) and/or CONTRACTOR staff is present. CONTRACTOR staff shall not enter a Participant or Participant's Family home or commence a meeting unless Participant's parent/caregiver or adult designee is present.
- 4.7 The Care Coordinator shall notify the Referring Party as soon as possible, but no later than three (3) business days, of any changes and/or cancellations in any meetings to which the Referring Party has been invited or is expected to attend.
- 4.8 The Care Coordinator shall facilitate the development of an initial POC by the Family Team and submit the POC to ADMINISTRATOR within one (1) month of assignment; e.g., if assignment date is May 15, POC shall be due on June 15. The Care Coordinator shall be responsible for ensuring the POC, and all ensuing POCs, promote family self-sufficiency while addressing the family's unique challenges and the Referring Party's safety concerns in a culturally-sensitive manner that incorporates the Participant and Participant's Family's values and beliefs.
  - 4.8.1 The Family Team shall ensure that the POC is written in

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English and the family's primary language, if other than English. The POC shall be:

- 4.8.1.1 Created in written format and signed by all applicable members of the Family Team;
  - 4.8.1.2 Developed and completed in a timely manner;
- 4.8.1.3 Viable, with identified attainable goals and supports who are capable of providing the outlined services designed to enable the Participant to transition to or remain in a family environment and to minimize the risk of the Participant remaining in or being placed in group home care.
- 4.8.1.4 Designed to address the issues that brought the Participant and the Participant's Family to the attention of Wraparound OC.
- $4.8.1.5 \qquad \text{Re-evaluated by CONTRACTOR on each occasion a} \\$  change occurs in the Participant's POC's support system and at a minimum of once every three (3) months; and
- 4.8.1.6 Update via an addendum to the POC when a substantial change, which would warrant a revision to the needs, interventions, and/or vision reflected in the most recent POC is made and/or new or significant change in circumstances or issue(s) which arises that were not anticipated or included in the initial POC.
  - 4.9 The Care Coordinator shall update, modify, or extend each POC at three (3) month intervals, or as deemed necessary by the Family Team and approved by ADMINISTRATOR. The Care Coordinator shall submit the updated, modified, or extended POC to ADMINISTRATOR within seven (7) calendar days of completion.
- 4.10 The Care Coordinator shall indicate the full name and obtain the signature on the signature sheet of each Family Team member present at each

FTM. The signature shall signify that each member understands the POC, its goals and its action plans. The signature sheet shall designate the formal/informal status of each Family Team member and date of the FTM.

- 4.11 The Family Team shall develop a viable Prevention and Safety Plan prior to the Participant's return home, if applicable, or within one (1) month of assignment if the Participant is in the home before Wraparound OC becomes involved. CONTRACTOR will ensure the Safety Plan meets, but is not limited to, the following criteria:
- 4.11.1 The Family Team shall ensure that the Safety Plan is written and available in English and the Family's primary language, if other than English;
- 4.11.2 Created in written format and signed by all applicable members of the Family Team;
  - 4.11.3 Developed and completed in a timely manner;
- 4.11.4 Viable, with identified attainable goals and supports who are capable of providing the outlined services designed to enable the Participant to remain in a family environment and to reduce the risk of the Participant being placed in congregate care:
- 4.11.5 Designed to address the issues that brought the Participant and the Participant's Family to the attention of Wraparound OC; and
- 4.11.6 Be re-evaluated by CONTRACTOR on each occasion a change occurs in the Participant's Safety Plan support system(s), and at a minimum of once every three (3) months.
- 4.11.7 An addendum to the Safety Plan must be developed anytime a new or significant change in safety issues arises that were not anticipated or included in the initial safety plan.
  - 4.12 The Care Coordinator, Parent Partner and Youth Partner shall

provide or secure support and crisis/emergency services for the Participant and/or the Participant's Family by engaging in proactive crisis prevention planning with the Family Team and continually review the Family Team's Safety Plan through face-to-face contact, telephone contact and/or other designated communication system(s) with the Participant and/or the Participant's Family.

- 4.13 The Care Coordinator, Wraparound Supervisor, Parent Partner and Youth Partner shall not make any promises to the Participant, the Participant's Family or any member of Participant's Family Team regarding interventions or activities to be provided, financial aid that might be available, legal/court issues to be resolved, and/or any Wraparound OC programmatic results.
- 4.14 The Care Coordinator, Parent Partner and Youth Partner shall teach the Family Team how to find and access resources by directly assisting the family in accessing resources, by providing referrals, information and guides such as telephone numbers, addresses, and community resource guides for services and/or supplies, based on the Participant/Participant's Family's needs as described in the POC. The Care Coordinator, Parent Partner and Youth Partner shall follow up with the Participant/Participant's Family to ensure they accessed said resources and services within the applicable POC timeframe.
- 4.15 The Care Coordinator shall be responsible for submitting services requests and service extension requests to the PNP Coordinator for services the Family Team determines to be appropriate for the Participant and the Participant's Family, based on the POC and the Safety Plan.
- 4.16 At the end of every FTM, the Care Coordinator shall restate and confirm all assignments Team Members have agreed to complete and shall distribute written instructions including timelines, deadlines and expectations for tasks to be completed by the next FTM.
  - 4.17 At the beginning of each FTM, the Care Coordinator shall:

- 4.17.1 Prepare a collaborative meeting agenda and ensure each Family Team member clearly prints his/her first and last name on, and signs the signature sheet;
- 4.17.2 Facilitate the FTM and encourage participant accountability by requesting that all Team Members update the Team with respect to their progress and/or the results of the assignments they received at previous meetings;
- 4.17.3 Review the Team's accomplishments toward meeting the Participant/Participant's Family's needs as identified in the POC and by the Referring Party and reassign incomplete tasks, as necessary;
- 4.17.4 Post the Family Team's Strengths list and the Family's Needs list at each FTM. The Care Coordinator and Parent Partner shall use the Strengths list as the framework for Family Team discussions to successfully address challenges and to achieve goals;
- 4.17.5 Guide the Family Team in modifying and/or updating the POC and Safety Plan to reflect a logical progression in achieving the Family Team's vision;
- 4.17.6 Ensure that the POC sets benchmarks for transitioning each Participant and Participant Family to less restrictive, less intrusive and less-formal support and services, taking into consideration the ability of families to move through the Wraparound process at their own pace; and
- 4.17.7 Ensure that the Family Team of Participants who are more likely to require services as adults include adult services and support representatives on the Family Team.
- 4.18 The Care Coordinator shall maintain a Mental Health case file and a Wraparound OC case file for each Participant, as appropriate.

## 5. <u>TRAINING</u>

ADMINISTRATOR will provide initial and ongoing training for CONTRACTOR,

Care Coordinators, Wraparound Supervisors, Parent Partners, and Youth Partners in the delivery of Wraparound OC. ADMINISTRATOR's designee and/or CDSS may provide additional training. At ADMINISTRATOR's discretion, training may be extended to other CONTRACTOR Wraparound OC staff. CONTRACTOR shall ensure that CONTRACTOR's Wraparound OC staff members attend regularly scheduled meetings with COUNTY and other Wraparound OC Provider Agency(ies) staff and receive the required education, training and support as deemed necessary by ADMINISTRATOR, including, but not limited to the following:

## 5.1 Wraparound OC Overview Training:

- 5.1.1 ADMINISTRATOR's Wraparound OC Overview training session provides a general overview of the Wraparound OC model and principles, implementation history, target populations and the ADMINISTRATOR/CONTRACTOR collaborative efforts.
- 5.1.2 CONTRACTOR shall ensure that each Wraparound Director, Wraparound Supervisor, Care Coordinator, Parent Partner, Youth Partner and Quality Assurance Coordinator completes this mandatory training within thirty (30) days of hire date, or as soon as possible, thereafter depending on scheduled training by ADMINISTRATOR.

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

- 5.2.1 ADMINISTRATORS's mandatory Four (4)-Day Wraparound OC Core training includes, but is not limited to the following: Introduction and Engagement, Skill Building, A Comprehensive Overview of OC Wraparound, The Ten (10) Principles and Four (4) Phases of Wraparound, and Overall Wraparound Team Expectations and Structure.
- 5.2.2 CONTRACTOR staff must attend ADMINISTRATOR's mandatory Four (4)-day Wraparound OC Core Training at initial hiring and when changing assignments within Wraparound (i.e. moving from a Youth Partner to a Care Coordinator or Care Coordinator to a Supervisor). CONTRACTOR shall ensure that

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each Wraparound Director, Supervisor, Care Coordinator, Parent Partner, Youth Partner, and Quality Assurance Coordinator completes this training within thirty (30) days of hire date or new assignment starting date, or as soon as possible thereafter depending on scheduled training by Administrator.

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

## 5.3 <u>TFCO-OC Training</u>:

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

## 5.4 <u>Facilitation Training</u>:

- 5.4.1 This is a mandatory one (1) day training designed to follow Wraparound OC Core Four (4)-Day Training. Facilitation Training is designed to build Wraparound Team facilitation skills, enhance community-based service coordination and model Wraparound Team principles, including the Wraparound strength-based, family-centered team driven approach.
- 5.4.2 CONTRACTOR shall ensure that each Wraparound Director, Supervisor and Care Coordinator, complete this training as soon as possible after date of hire, depending on scheduling of training by ADMINISTRATOR and/or as Administrator deems appropriate.

## 5.5 <u>Multi-Agency Intervention Data System (MIDS) Training</u>;

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

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

- 5.5.3 CONTRACTOR shall ensure that each Wraparound Director, Supervisor, Care Coordinator, Parent Partner and Youth Partner completes training as soon as possible after date of hire depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.
- 5.5.4 MIDS Training may be modified and/or expanded as the new MIDS data base is completed and additional training is required.

## 5.6 Wraparound Orange County Institute:

- 5.6.1 Monthly Mandatory training designed to provide a forum for training all WRIT and Wraparound CONTRACTOR providers on a wide range of Wraparound related topics. The purpose of the training is to increase CONTRACTOR's staff member's knowledge and skills related to Wraparound delivery and resource linkage, enhance collaboration among providers and community partners, and strengthen positive outcomes for youths, young adults and families participating in the Wraparound process.
- 5.6.2 CONTRACTOR shall ensure that each Wraparound Director, Supervisor, Care Coordinator, Parent Partner and Youth Partner completes monthly mandatory training as scheduled by the ADMINISTRATOR.

## 5.7 <u>Wraparound OC Professional Growth Trainings</u>:

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

continued success of Wraparound.

5.7.2 CONTRACTOR shall ensure that each Wraparound Director, Supervisor, Care Coordinator, Parent Partner and Youth Partner completes bimonthly mandatory training or as scheduled by the ADMINISTRATOR.

## 5.8 New Parent Partner Training:

- 5.8.1 This training is designed to provide specific training on the roles and expectations for Parent Partners.
- 5.8.2 CONTRACTOR shall ensure that each Parent Partner completes the mandatory training as soon as possible after date of hire depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.
- 5.8.3 CONTRACTOR shall ensure that each Director and Supervisor attend the New Parent Partner Training at least one (1) time.

## 5.9 New Youth Partner Training:

- 5.9.1 This training is designed to provide specific training on the roles and expectations for Youth Partners.
- 5.9.2 CONTRACTOR shall ensure that each Youth Partner completes the mandatory training following the Wraparound OC Core Four (4)-Day Training depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.
- 5.9.3 CONTRACTOR shall ensure that each Director and Supervisor attend the New Youth Partner Training at least one (1) time.

## 5.10 <u>Medi-Cal Training</u>:

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

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

5.10.2 CONTRACTOR shall ensure that appropriate Wraparound OC staff completes the mandatory training following the Wraparound OC Core Four (4)-Day Training depending on scheduling of training by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

## 5.11 <u>CONTRACTOR Training</u>:

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

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

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

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

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

5.11.1.5 Be proactive in identifying barriers to progress and seek Supervisor assistance and WRIT Technical assistance as may

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- 5.11.1.6 Input data into the Multi-Agency Intervention Data System (MIDS) accurately and on time (within the required timeframes); and
- 5.11.1.7 Participate in the Wraparound Fidelity Index (WFI) interviewing process as needed.
- 5.12 CONTRACTOR shall have a training and staff development plan that includes topics in accordance with SB 163. Said plan shall adhere to and may supplement COUNTY's Wraparound Training Plan.
- 5.13 CONTRACTOR shall provide in-house, new employee orientation training for Wraparound OC staff and provide the description and list of completed trainings for each new Wraparound OC staff.
- 5.14 CONTRACTOR shall provide supervision that emphasizes the values and principles of Wraparound and the implications of the values for practice, programs and systems.
- 5.15 CONTRACTOR staff shall be mentored and coached on an ongoing basis by experienced peers to ensure high quality implementation of the values and processes of Wraparound OC.
- 5.16 CONTRACTOR's Wraparound operational plan shall include a parent support program focusing on, but not limited to helping each parent/caregiver to:
  - 5.16.1 Understand the Participant's unique needs;
  - 5.16.2 Become an informed advocate for the Participant;
- 5.16.3 Negotiate formal systems such as Juvenile Court, schools, and other agencies;
- 5.16.4 Participate on cross-disciplinary teams such as the Family Team and/or an Individualized Education Planning (IEP) Group;
  - 5.16.5 Assume leadership positions in parent groups and related

forums; and

5.16.6 Strengthen his/her parenting skills.

- 5.17 CONTRACTOR shall provide Participants' Families with training and information that will support them in their roles as active, informed decision-makers for and with the Participant.
- 5.18 CONTRACTOR shall, at COUNTY's direction, utilize Participants and their Family Team members to help design and deliver education, training and staff development designed to enhance the effectiveness of parent/family-professional partnerships, family-centered services, cultural sensitivity, and family advocacy and support efforts.
- 5.19 CONTRACTOR shall create opportunities for Wraparound OC Participants, Participants' Families, and Family Team members to participate in cross-disciplinary training.
- 5.20 CONTRACTOR shall develop clear priorities for the implementation of coordinated, collaborative training opportunities within the broader system of care to ensure alignment on service direction, implementation and training content.
- 5.21 CONTRACTOR shall participate in the development of training materials and the provision of training as part of the Wraparound OC Training Committee. CONTRACTOR may also be participate in the development of other training materials and additional training for Wraparound OC CONTRACTOR staff and COUNTY staff, as may be required by the COUNTY.
- 5.22 CONTRACTOR shall ensure that each Wraparound Director, Supervisor, Care Coordinator, Parent Partner and Youth Partner attends service coordination meetings provided by the designated Wraparound OC Support Services provider(s).
- 5.23 CONTRACTOR Wraparound OC shall attend the following regularly scheduled meetings with COUNTY and other Wraparound OC Provider Agency staff:

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5.23.1 Training Committee Meetings, which are routinely scheduled monthly for one and one-half ( $1\frac{1}{2}$ ) hours to review upcoming training(s);

5.23.2 Wraparound OC Provider Agencies Meetings, which are routinely scheduled the second ( $2^{\rm nd}$ ) Monday of each month, as determined by ADMINISTRATOR:

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

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

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

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

## 5.24 <u>CONFLICT RESOLUTION</u>

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

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

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

to Section 43 of this Agreement.

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## 6. FACILITIES

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6.1 Administrative services under this Agreement shall be provided at:

Phoenix House Orange County, Inc. 1615 E. 17<sup>th</sup> Street, Suite 100 Santa Ana. CA 92705

- 6.2 Wraparound OC services shall be provided in facilities and locations throughout Orange County, and contiguous counties, including, but not limited to, the Participant's residence.
- 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement.

#### 7. HOURS OF OPERATION

- 7.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services between the hours of 8:00 a.m. to 9:00 p.m., Monday through Friday and on Saturdays except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible. At least forty percent (40%) of direct services shall be provided from 5:00 p.m. through 9:00 p.m., Monday through Friday.
- 7.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day. CONTRACTOR shall obtain prior, written approval from ADMINISTRATOR for any holiday closure outside of COUNTY's

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holiday schedule. Any unauthorized holiday closure shall be deemed in material breach of this Agreement, pursuant to Paragraph 18, and shall not be reimbursed.

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

#### 8. GOALS, STRATEGIES AND OUTCOME OBJECTIVES

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

- CONTRACTOR shall provide individualized services and supports that are family-centered, strength based and needs-driven for Participants and their families.
- 8.2 CONTRACTOR shall ensure access and voice for Participant and parents/caretakers in the design, delivery and evaluation of services.
- 8.3 CONTRACTOR shall provide culturally relevant and competent services, individualized to each family's culture, values, norms, strengths and preferences that build on the use of naturally occurring community and family supports and resources.
- CONTRACTOR shall establish measurable accountability and outcomes driven individualized service plans.

#### 9. QUALITY ASSURANCE/QUALITY CONTROL

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

- 9.1 Participate in Quality Assurance/Quality Improvement studies/activities as required by WOG or WRIT.
- 9.2 Utilize a method for ensuring the services, deliverables and requirements defined in the contract are being provided at or above the level of Wraparound OC quality standards.
- 9.3 Utilize a method for assuring that all staff rendering services under this Agreement have the necessary qualifications.
- 9.4 Participate with ADMINISTRATOR in the planning, design, and implementation of a Quality Assurance Program.
- 9.5 Meet monthly with ADMINISTRATOR to discuss trends and resolve Wraparound OC practice and to process issues identified through the Quality Assurance Program.
- 9.6 Utilize a method of identifying and preventing deficiencies in the quality of services as defined by ADMINISTRATOR's policy.
- 9.7 Utilize a method for providing ADMINISTRATOR with a copy of CONTRACTOR case reviews, a clear description of, and corrective action taken, to resolve identified problems.

## 10. FLEX FUNDS

- 10.1 Flex Funds are accessible for needed supports and services of Wraparound OC. CONTRACTOR shall use Flex Funds creatively and effectively in the development of services and supports for the Participants and the Participants' Families, to build on Families' strengths, add value to the stated missions for the Families, help meet identified needs of the Participants and Participants' Families, and be relevant to each family's sense of their own identity; which includes but is not limited to ethnicity, age, nationality, spirituality and traditions, among others.
- 10.2 CONTRACTOR's use of Flex Funds shall be purposeful and tied to goals stated in the POC. Flex Funds may be used for emergencies and/or

crisis/safety stabilization, implementation strategies and interventions, recognition activities related to milestone achievements and celebrations supporting transition.

- 10.3 All Flex Fund expenditures submitted for reimbursement are subject to approval by ADMINISTRATOR.
- 10.4 ADMINISTRATOR, in its sole discretion, may modify the dollar amount and/or time frame thresholds related to Flex Fund expenditures and/or require prior written authorization for any Flex Fund expenditure.

## 11. FISCAL STRATEGIES

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

- 11.1 CONTRACTOR shall be required to reserve ten percent (10%) of the contract maximum obligation of this Agreement to be used specifically for Flex Fund purposes.
- 11.2 CONTRACTOR shall develop a plan to ensure staff has timely access to Flex Funds in order to promptly address the Participant's and/or Participants' Families' needs. This plan shall be used to project and strategize services to ensure expenses shall be related to interventions to implement the POC or Safety Plan. This plan will be evaluated regularly by ADMINISTRATOR and CONTRACTOR shall be required to make changes accordingly as determined by ADMINISTRATOR.
- 11.3 CONTRACTOR shall have a mechanism or work flow process in place whereby an emergency Flex Fund request is completed within two (2) business days of the request.
- 11.4 Expenses shall be related to interventions, utilized for implementing the POC or Safety Plan.
- 11.5 CONTRACTOR shall put in place procedures for documenting and accounting for the use of all Flex Funds, which shall include retention of

comprehensive source documentation in accordance with Paragraph 25 of this Agreement.

- 11.6 CONTRACTOR shall be required to complete and submit the Wraparound Expenditure Form for all purchases made utilizing Flex Funds. The form must be accompanied by valid, legible source documents (i.e., itemized receipts, canceled checks, purchase requests, etc.) for each purchase and shall be signed and dated by the staff person who made the purchase and his/her supervisor.
- 11.7 CONTRACTOR shall maintain detailed records (including itemized store receipts) of items purchased using gift cards. Usage of gift cards shall be subject to ADMINISTRATOR review and prior, written authorization.
- 11.8 CONTRACTOR shall ensure required Flex Fund expense information is entered into MIDS, correctly and timely.
- 11.9 CONTRACTOR shall reimburse providers of direct services to Participants for payment of direct, basic needs expenditures authorized through a Participant's POC.
- 11.10 CONTRACTOR shall not directly reimburse Participant and/or Participant's Family member(s) for payment of any expenditure.
- 11.11 CONTRACTOR shall obtain prior written authorization from ADMINISTRATOR for individual purchases made on behalf of a Participant and/or Participant's Family in an amount over five hundred dollars (\$500) and/or if expected to continue for three (3) months or more, except as otherwise previously approved and specifically documented in the Family Budget or the Family Emergency Budget.
- 11.11.1 ADMINISTRATOR, in its sole discretion, may modify the dollar amount and/or time frame thresholds and/or require prior written authorization for any Flex Fund expenditure.
  - 11.11.2 CONTRACTOR shall, within three (3) business days, upon

written request from ADMINISTRATOR, provide ADMINISTRATOR with documentation supporting any and all expenses utilizing Flex Funds.

- 11.11.3 Although by nature Wraparound necessitates flexibility in the use of funds to create individualized services and supports for Participants and Participants' Families, CONTRACTOR shall monitor all funding and justify all expenses as reasonable and prudent, and in compliance with Wraparound OC standards.
- 11.12 Flex Funds shall not be used to purchase nor shall ADMINISTRATOR reimburse CONTRACTOR for the purchase of the following:
- 11.12.1 The purchase or improvement of land, construction or permanent improvement of any building or facility;
  - 11.12.2 Alcoholic beverages or tobacco products;
  - 11.12.3 Lottery tickets;
  - 11.12.4 Credit card or revolving credit account bills;
  - 11.12.5 Tips in excess of twenty percent (20%) of a meal bill;
- 11.12.6 Legal fees, penalties, damages or fines, including but not limited to bounced check fees, attorney fees, restitution penalties, damages due to landlords, etc.;
- 11.12.7 Federal, State, local, property, or business tax assessments;
- 11.12.8 Long-term membership contracts or fees (e.g., multi-year gym memberships, annual contract for karate lessons, etc.);
- 11.12.9 Inappropriate incentive items including violent or sexually explicit videos, movies, magazines, books, etc.; or
- 11.12.10 Controversial therapy methods such as Holding therapy, Rebirthing therapy, or psychophysiological testing (i.e., lie detector tests) and/or controversial treatment programs such as "boot camp" programs utilizing isolation, deprivation, humiliation or shaming interventions and tactics.

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

#### 11.14 Family Budget:

- 11.14.1 CONTRACTOR shall establish procedures that will include a planning document, in which the Wraparound Supervisor, in conjunction with the assigned Care Coordinator and/or the Parent Partner, will develop a strategy and a projected budget for the family.
- 11.14.2 The Family Budget will include expenditures and CONTRACTOR's interventions related to implementation of the POC for the Participant and the Participant's Family. Interventions will be based on anticipated needs and safety concerns during the initial three (3) months of Wraparound OC. These needs may include, but are not limited to:
- 11.14.2.1 Participant's involvement in informal and/or formal services such as tutoring and/or emotional/behavioral assistance programs;
- 11.14.2.2 Tutoring and/or emotional/behavioral assistance programs;
  - 11.14.2.3 Child care and/or respite care;
- 11.14.2.4 Suitable clothing, shoes and/or other basic needs;
- 11.14.2.5 Cost of utilities, e.g., electricity, gas, sewage or water;
- 11.14.2.6 Documented rental assistance, deposits, and/or a single month's rent to avoid eviction, rent and/or deposits for NMDs preparing to live independently;
- 11.14.2.7 Durable goods such as furniture and appliances;
  - 11.14.2.8 Emergency medical/dental and/or medication

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expenses;

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

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

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

11.14.2.12 Other needs designed to promote the Participant's success, safety, and/or permanency in the home, school and community.

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

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

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

11.14.6 CONTRACTOR shall be responsible for providing to ADMINISTRATOR, as part of each POC, justification supporting the Wraparound Family Budget as prudent and necessary to meet the needs of the Participant and Participant's Family and implementing the Wraparound OC process.

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CONTRACTOR shall submit a copy of the Wraparound Family Budget with each POC.

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

## 11.15 Family Emergency:

- 11.15.1 During the delivery of Wraparound OC services, CONTRACTOR may be called upon to utilize Flex Funds to address a Participant's Family Emergency expenditure(s) which were not previously addressed in the Wraparound Family Budget. These expenditures may include, but are not limited to:
  - 11.15.1.1 Housing crisis:
  - 11.15.1.2 Lack of food or groceries;
- 11.15.1.3 Immediate need for prescription medication(s) and/or medical attention;
- 11.15.1.4 A Participant's Family's inability to meet their obligation for the cost of utilities;
- 11.15.1.5 Inability of parent(s) and/or caregiver(s) to maintain employment;
  - 11.15.1.6 Transportation crisis; and
- 11.15.1.7 Other justified crises that jeopardizes the permanency of the Participant and his/her Family.
- 11.15.2 CONTRACTOR shall be responsible for monitoring and administration of the Family Emergency funds and for establishing procedures for CONTRACTOR's staff to access said funds.
- 11.15.3 CONTRACTOR shall be responsible for updating the Wraparound Family Budget to address Family Emergency expense(s) within fourteen (14) calendar days of the occurrence of the emergency.
  - 11.16 Cost of Doing Business (CODB) Budget:
    - $11.16.1\,\,\mathrm{CODB}$  accounts for the cost of expenses incurred as a

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routine part of providing Wraparound OC, and those that are common to all CONTRACTORs and not linked to an individual family need. These costs may include, but are not limited to:

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

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

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

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

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

## 12. <u>PERFORMANCE MEASURES</u>

- 12.1 ADMINISTRATOR will evaluate CONTRACTOR based on the following Performance Measures:
- 12.1.1 CONTRACTOR's ability to accurately develop Wraparound Family Budgets that reflect the needs of the Participant and the Participant's Family and keep expenditures within established budgets;
- 12.1.2 CONTRACTOR's ability to sensibly manage Flex Funds while providing Participants and Participants' Families with services and supports that enhance Wraparound OC;
  - 12.1.3 The overall use of Flex Funds in providing Wraparound OC;

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

- 12.1.5 The number of Participants that successfully conclude Wraparound OC.
- 12.2 ADMINISTRATOR may add, delete or otherwise modify the Performance Measures identified in Paragraph 12 of this Exhibit A, provided said modifications are specific to addressing Flex Funds usage as it applies to effectively transitioning Participants and Participants' Families from dependency to self-sufficiency.

#### 13. INVOICING

- 13.1 In accordance with Subparagraph 19.3 of this Agreement, CONTRACTOR shall submit invoices and supporting documentation to ADMINISTRATOR no later than the twentieth ( $20^{th}$ ) calendar day of the month following service delivery. Supporting documentation to accompany invoices shall include, but is not limited to:
- 13.1.1 A completed MIDS report listing Flex Fund expenditures for each Participant served during the month:
- 13.1.2 The new or revised POC developed for each Participant served during the month;
- 13.1.3 All applicable Flex Fund Requests and backup documentation:
- 13.1.4 A detailed list of applicable SSA costs in a format approved by ADMINISTRATOR; and
- $13.1.5\,$  A copy of the HCA expenditure/revenue/staffing report for the month services are provided.
  - 13.2 It is mutually understood that ADMINISTRATOR may, at its

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sole discretion, delay processing invoices for payment until all supporting documentation referenced in Subparagraph 13.1 of this Exhibit A is submitted to ADMINISTRATOR.

#### 14. WRAPAROUND REPORTING REQUIREMENTS

In addition to reporting requirements referenced in Paragraph 38 of this Agreement, CONTRACTOR shall establish procedures, as approved by ADMINISTRATOR, to document fiscal and service delivery data regarding Wraparound OC. CONTRACTOR shall submit to ADMINISTRATOR Wraparound OC data in formats that shall include, but are not limited to, month and year-to-date summaries as well as fiscal and service delivery data. As instructed by ADMINISTRATOR, CONTRACTOR shall enter required data into the MIDS database.

## 14.1 <u>Wraparound Phase and Progress Report</u>:

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

- 14.1.1 Participant's and/or Participant's Family's address and phone number:
- 14.1.2 Participant's Legal Status (i.e. Ward or Dependent of the Juvenile Court and/or engaged in Family Reunification [FR], Family Maintenance [FM], Voluntary Family Services [VFS], Adoption Assistance Program [AAP], etc.);
  - 14.1.3 Referring party's SSW, DPO, or MH Case Manager;
- 14.1.4 The names of the Care Coordinator, Parent Partner and Youth Partner, if applicable, assigned to each Participant's case;
- 14.1.5 The current Wraparound phase, as described in Subparagraph 2.6 of this Exhibit A, of the Participant's case;
  - 14.1.6 The date(s) of the first face-to-face meeting(s) occurred

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between the Participant and the Participant's Family and the Care Coordinator, Parent Partner and Youth Partner:

- 14.1.7 The date(s) of the most recent face-to-face meeting(s) between the Participant and the Participant's Family and the Care Coordinator, Parent Partner and Youth Partner occurred during the month:
- 14.1.8 The frequency which face-to-face meetings between the Participant and the Participant's Family and the Parent Partner, Care Coordinator and Youth Partner occurred during the month;
- 14.1.9 The date and version number of the current POC or POC Addendum:
- 14.1.10 A notation as to whether the Participant's case is CalWORKs related:
- 14.1.11 The name of each Care Coordinator and the Wraparound number and name of each Participant and the names of the Participant's Family members who are part of the Wraparound Team;
- 14.1.12 The name of each Parent Partner, the Wraparound number and name of each Participant and the names of the Participant's Family members who are part of the Wraparound Team;
- 14.1.13 The name of each Parent Partner and the number of Wraparound OC referral slots assigned to each Parent Partner:
- 14.1.14 The name of each Care Coordinator and the number of Wraparound OC referral slots assigned to each Care Coordinator;
- 14.1.15 The name of each Youth Partner and the Wraparound number and name of each Participant assigned to each specific Youth Partner;
- 14.1.16 The name of each TFCO-OC Youth Partner and the Wraparound number and name of each Participant assigned to each specific TFCO-OC Youth Partner:
  - 14.1.17 The name of each Wraparound Supervisor and the number of

Parent Partners, Care Coordinators and Youth Partners supervised by each specific Wraparound Supervisor;

- 14.1.18 A list of all Wraparound Supervisors, by name, who supervised other programs within the CONTRACTOR's organization; the percentage of time, based on 1.0 FTE, that said Wraparound Supervisor(s) supervised other programs; and the date prior written approval was obtained by CONTRACTOR from ADMINISTRATOR authorizing the supervision;
- 14.1.19 The number of cases in which contact between Care Coordinator/Parent Partner/Youth Partner and Participant's Family was initiated within three (3) business days of case assignment to Contractor:
- 14.1.20 The name of each TFCO-OC Youth Partner and the number and names of each Participant assigned per TFCO-OC Youth Partner;
- 14.1.21 The name of each Youth Partner and the Wraparound number and name of each Participant assigned to each Youth Partner;
  - 14.1.22 The number of ETM and/or FTMs held during each month;
- 14.1.23 A description of CONTRACTOR progress in implementing each Participant's specific Wraparound OC Phase, the successes and/or shortfalls in implementation, and strategies for improvement;
- $14.1.24\,\mathrm{A}$  list of all informal supports and community resources identified and made available to Participants and Participants' Families, the successes and failures in obtaining and/or implementing resources, and strategies for improvement; and
- $14.1.25\,\mathrm{A}$  list of all PNP services identified and made available to Participants and Participants' Families, the successes and failures in obtaining and/or implementing services and strategies for improvement.

# 14.2 Child Out of Home Report (COR):

CONTRACTOR shall enter into MIDS on the day information is received or no later than the next business day, information, which shall

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include the date the Participant left the home and under what circumstances. Upon the Participant's return, or upon the date information regarding the Participant's whereabouts is received, or no later than the next business day, CONTRACTOR shall immediately update COR information in MIDS. Information shall include, but is not limited to:

- 14.2.1 Participant's name;
- 14.2.2 Participant's date of placement;
- 14.2.3 Participant's date of Legal Status Change (i.e. Ward or Dependent of the Juvenile Court and/or engaged in Family Reunification [FR], Family Maintenance [FM], Voluntary Family Services [VFS], Adoption Assistance Program [AAP], etc).
  - 14.2.4 Name and location of placement facility; and
- 14.2.5 Date the Participant was removed from and/or returned to the placement, as applicable.

## 14.3 Wraparound OC Flex Fund Report:

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

- 14.3.1 Payments made utilizing Flex Funds for commodities and/or services identified in each POC;
  - 14.3.2 The relevance of the purchase(s) to the POC;
- 14.3.3 How the commodity or commodities and/or services made the anticipated impact on Participant and/or Participant's Family within the POC time frame; and
  - 14.3.4 The type(s) of expense(s) and funding source.
  - 14.4 <u>Wraparound OC Outcome Measures Report</u>:
- CONTRACTOR shall cooperate with ADMINISTRATOR, and/or ADMINISTRATOR's designee. with the provision of Wraparound OC data for the

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

## 14.5 Wraparound OC SSA and HCA Programmatic Report:

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

# 14.6 <u>Miscellaneous Wraparound OC Reports</u>:

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

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

# 14.8 <u>Special Incident Report</u>:

CONTRACTOR shall complete a Special Incident Report, in the event

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there are any incidents of unusual, aggressive, or high-risk behavior by a Participant and/or a Participant's Family member(s); there are any serious injuries or death suffered by any party during delivery of services; any time a Participant's and/or Participant's Family member's confidentiality is compromised; and/or if Participant and/or a Participant's Family member exhibit inappropriate behavior. In such event(s), CONTRACTOR shall:

- 14.8.1 Use the Special Incident Report form provided by ADMINISTRATOR and follow all applicable instructions;
- 14.8.2 Immediately notify ADMINISTRATOR, or designee, by telephone in the event of a death or serious injury, in the event there may be media coverage, and/or if the Special Incident Report will be delayed beyond the required twenty-four (24)-hour notification requirement.
- 14.8.3 Submit Special Incident Report to ADMINISTRATOR, or designee, within twenty-four (24) hours of the special incident;
- 14.8.4 Immediately report any and all threats of violence by Participant and/or Participant's Family member(s) to the ADMINISTRATOR, assigned Probation Officer and/or SSA SSW and/or the referring HCA clinician; and
- 14.8.5 Report all details of the incident clearly and completely, including any action(s) taken.

### 15. <u>COMPLIANCE AUDIT</u>

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

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

## 16. BUDGET

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

#### Budget for the Period of July 1, 2017 through June 30, 2018

<u>SALARIES</u>	FTE <sup>(1)</sup>	Hourly Range <u>Min to Max</u>	Maximum Hourly Rate <sup>(2)</sup>	Annual <u>Budget</u>
DIRECT SERVICE POSITIONS				
Wraparound Supervisor Wraparound Supervisor	2.0	23.56-25.96	25.96	108,000
(bi-lingual)	1.0	23.56-25.96	25.96	54,000
Care Coordinator	4.0	16.83-18.27	18.27	152,000
Care Coordinator				,
(bi-lingual)	5.0	16.83-18.27	18.27	190,000
Parent Partner	4.0	12.98-14.42	14.42	120,000
Parent Partner				
(bi-lingual)	5.0	12.98-14.42	14.42	150,000
Youth Partner	3.0	14.42-15.87	15.87	99,000
Youth Partner (bi-lingual)	5.0	14.42-15.87	15.87	165,000
MTFC Youth Partner	1.0	14.42-16.83	16.83	<u>35,000</u>
SUBTOTAL D	IRECT SERV	'ICE SALARIES		\$1,073,000
DIRECT SERVICE BENEFITS(3) (3	30% TOTAL)			<u>321,900</u>
TOTAL DIRE	CT SALARIE	S AND BENEFITS		\$1,394,900
ADMINISTRATIVE POSITIONS				
Program Director	1.0	31.25-38.47	38.47	80,000
Administrative Assistant	1.0	16.83-19.23	19.23	40,000
SUBTOTAL A	DMINISTRAT	TIVE SALARIES		\$120,000

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1	ADMINISTRATIVE SERVICE BENEFITS(3) (30% TOTAL)	36,000
2	SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS	\$ <u>156,000</u>
	TOTAL ALL SALARIES AND BENEFITS	\$1,550,900
3	SERVICES AND SUPPLIES	<b>41</b> ,000,000
4	Recruitment	4,775
	Mileage <sup>(4)</sup>	54,518
5	Telephone	45,921
6	Postage	412
_	Equipment	6,595
7	Office Expense	9,140
8	Program Expense	1,240
0	Training	4,638
9	SUBTOTAL SERVICES AND SUPPLIES	\$127,239
10	OPERATING EXPENSES	50.146
11	Facility Lease/Rental	59,146
11	Equipment Lease/Rental	12,750
12	Insurance CURTOTAL OPERATING EXPENSES	49,443
12	SUBTOTAL OPERATING EXPENSES SUBTOTAL SALARIES, BENEFITS,	\$121,339
13	SUPPLIES AND OPERATING EXPENSES	\$1,799,478
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15	INDIRECT COSTS (5.03% max)	<u>\$90,522</u>
13	SUBTOTAL SALARIES, BENEFITS,	*1 000 000
16	SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS	\$1,890,000
17	WRAPAROUND FLEX FUNDS <sup>(5)</sup>	\$210,000
18	TOTAL MAXIMUM COUNTY OBLIGATION (7/1/17- 6/30/18)	
10	TOTAL HANTHON COUNTY OBLIGATION (7/1/17- 0/30/10)	Ψ2,100,000
19	(1) For hourly employees, Full-Time Equivalent (FTE) is d	efined as the
20	amount of time (stated as a percentage) the position will services under the terms of this Agreement. This percentage is	be providing based upon a

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.

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 $^{(5)}$  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.

Attachment G

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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 43 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 provision of Wraparound.
- 17.2 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) standard business hours when a Care Coordinator, Wraparound Supervisor, Parent Partner or Youth Partner is hired, providing the name and date hired for each employee, as well as qualifications and copy(ies) of diploma(s).
- 17.3 CONTRACTOR shall, for each employee, maintain an employee file that contains the Care Coordinator's, Wraparound Supervisor's, Parent Partner's, or Youth Partner's resume and proof of qualifications. Upon reasonable notice, CONTRACTOR shall provide ADMINISTRATOR access to employee files to audit for compliance with this requirement.
  - 17.4 CONTRACTOR shall comply with all CDSS Community Care Licensing

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Division regulations for Group Home Service Providers regarding background checks on all potential employees.

## 18. MINIMUM STAFFING EDUCATION, EXPERIENCE AND DUTIES REQUIREMENTS

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

## 18.1 Program Director:

#### Duties:

- 18.1.1 Provide oversight and supervision for Wraparound OC Program, including individual supervision of Wraparound Supervisors one (1) time each week and group supervision one (1) time each week.
- 18.1.2 Ensure agency is compliant with staffing requirements, staff coverage is maintained including all on-call assignments.
- 18.1.3 Maintain cooperative and effective working relationships with her/his Wraparound OC staff in order to provide maximum support to Participants and Participant's Families.
- 18.1.4 Provide clarification, direction, support and emergency crisis management to Wraparound OC direct service staff, twenty-four (24) hours a day, seven (7) days a week, including holidays, utilizing an on-call system after normal business hours.
- 18.1.5 Participate in mandatory training and ensure her/his Wraparound staff participate in mandatory trainings as determined by COUNTY.
- 18.1.6 Provide a periodic, as determined by ADMINISTRATOR, review of the POC using the audit tool provided by ADMINISTRATOR.
- 18.1.7 Attend quarterly QA meetings with COUNTY's Wraparound OC Program Administrator.

- 18.1.8 Attend monthly WRIT and POC presentations.
- 18.1.9 Review Individual Service Reports (ISR) for accuracy.
- 18.1.10 Review Wraparound OC Expenditure forms and invoices for accuracy and submit to ADMINISTRATOR by the contractual deadlines.
- 18.1.11 Monitor and review Medi-Cal billing and IRIS input to ensure agreement between units of service reported to HCA and ADMINISTRATOR.
- $18.1.12\,\mathrm{Monitor}$  and review HCA monthly expenditure/revenue report to ensure agreement between units of service and cost of services reported to HCA and ADMINISTRATOR.
- 18.1.13 Review and verify Flex Fund usage procedures are in compliance with CONTRACTOR's established fiscal strategies, and approve Flex Fund expenditures in excess of five hundred dollars (\$500) per expense.
- $18.1.14\,\mathrm{Responsible}$  for timely and accurate collection and submission of monthly reports and outcome evaluation data, as requested by ADMINISTRATOR.
- 18.1.15 Monitor and maintain ongoing and/or annual required background checks and clearances of all agency Wraparound OC staff.
- 18.1.16 Ensure boundaries are established and maintained between staff and Participants and/or Participants' Families.
- 18.1.17 Adhere to the COUNTY Code of Conduct provided during the Wraparound OC Core Four (4)-Day Training, described in Paragraph 5.2.

## <u>Minimum Qualifications</u>:

- 18.1.18 Master's degree in psychology, sociology, social work, or a related field from an accredited college or university.
- 18.1.19 Licensed or license eligible Marriage and Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW).
- 18.1.20 Three (3) years related counseling experience in addition to supervisory and administrative experience.

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- 18.1.21 Knowledge of theory and techniques of individual, family and group, dynamics as well as substance abuse issues.
- $18.1.22\,\mathrm{One}$  (1) year of experience working with target population as defined in Paragraph 1 of this Exhibit A.
- 18.1.23 Possess a valid California Driver's License and proof of automobile insurance.

### 18.2 Wraparound Supervisor:

#### Duties:

- 18.2.1 Maintain a staffing schedule ensuring that no more than ten (10) FTE Wraparound OC staff, Care Coordinators, Parent Partners, and/or Youth Partners, are under his/her direct supervision at any time.
- 18.2.2 Maintain cooperative and effective working relationships with her/his staff in order to provide maximum support to Participants and Participant's Families.
- 18.2.3 Attend a minimum of one (1) Wraparound OC meeting per month held by ADMINISTRATOR or designee.
  - 18.2.4 Attend monthly WRIT and POC presentations.
- 18.2.5 Inform ADMINISTRATOR immediately of any emergencies and/or critical incidents involving Participants and/or Participants' Families and submit necessary paperwork within established time frames (twenty-four hours).
- 18.2.6 Ensure that all documents and procedural forms are signed and submitted to WRIT within designated time frames.
- 18.2.7 Ensure accuracy and timeliness of POC and all other documents requiring Wraparound Supervisor's signature and/or approval.
- 18.2.8 Notify ADMINISTRATOR of changes in Family Team composition, through the update of the Phase and Progress Report.
- 18.2.9 Maintain accountability for all Wraparound Policies and Procedures as provided by WOG and/or WRIT.

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

- 18.2.11 Monitor service utilization, review monthly reports, POCs and Prevention and Safety Plans, and provide feedback to Care Coordinators.
- 18.2.12 Monitor Flex Fund expenditures, MIDS entries and reports for accuracy.
- 18.2.13 Monitor situation(s) in which Participant(s) may be atrisk of placement disruption and ensure timely submission of COR.
- 18.2.14 Notify ADMINISTRATOR if any Wraparound staff, including the Wraparound Director. Supervisor. Care Coordinator. Parent Partner and/or Youth Partner, are called to testify in Juvenile Court and/or if Wraparound OC records are subpoenaed.
- 18.2.15 Conduct regular meetings with Care Coordinators, Parent Partners and Youth Partners to share information regarding Wraparound issues and the status of involvement with individual Participants and Families. including a minimum of one (1) hour per week of individual supervision, and regular team group supervision. Individual supervision shall include ongoing feedback and support regarding each Care Coordinator's, Parent Partner's, and Youth Partner's strengths as well as areas requiring improvement.
- 18.2.16 Provide Care Coordinators. Parent Partners and Youth Partners with tools to maximize safety (such as cell phones/pagers, training on community safety, etc.) and remain receptive to and address Care Coordinators, Parent Partners, and Youth Partners' safety concerns.
- 18.2.17 Be available to provide clarification, direction, support and emergency crisis management to Contractor's direct service staff twentyfour (24) hours a day, seven (7) days a week, including holidays, utilizing an on-call system after normal direct service hours.
  - 18.2.18 Participate in mandatory trainings and ensure that Care

Coordinators, Parent Partners and Youth Partners also participate in mandatory trainings as determined by ADMINISTRATOR.

- 18.2.19 Provide coverage for Care Coordinators, Parent Partners and Youth Partners, as needed.
- 18.2.20 Attend one (1) Participant and FTM per Care Coordinator per month and utilize form approved by ADMINISTRATOR, to ensure fidelity to the Wraparound OC process and to provide staff with behavioral feedback.
- 18.2.21 Assist Care Coordinators, Parent Partners and Youth Partners in empowering Family Teams; i.e., building on strengths, meeting needs, and utilizing community resources.
- 18.2.22 Conduct meetings, to include ETMs, with Family Team members to solve challenging issues, as needed.
- 18.2.23 Provide Care Coordinators, Parent Partners and Youth Partners with ongoing assistance to work through crisis situations as well as day-to-day trouble shooting.
- 18.2.24 Review all Participant cases pending conclusion with the Care Coordinator assigned to the case and ensure adequate transition planning.
- 18.2.25 Conduct regular performance evaluations for staff assigned for supervision.
- 18.2.26 Ensure boundaries are established and maintained between staff and Participants and/or Participants' Families.
- $18.2.27 \; \text{Review}$  and approve requests for Flex Fund expenditures, as indicated on the POC and Family Budget.
- 18.2.28 Review and verify Flex Fund usage procedures are in compliance with CONTRACTOR's established fiscal strategies.
- 18.2.29 Review Wraparound and Medi-Cal case notes for Participants and Participants' Families served by Care Coordinators under his/her direct supervision.

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- 18.2.30 Review all documentation prepared by Care Coordinators, Parent Partners and Youth Partners under his/her direct supervision, for services provided by Wraparound and Medi-Cal.
- 18.2.31 Review program documentation to ensure accuracy and fidelity to the Wraparound OC process.
- 18.2.32 Participate in a minimum of six (6) "Professional Growth for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.
- 18.2.33 Adhere to the COUNTY Code of Conduct provided during the Wraparound OC Core Four (4)-Day Training, described in Paragraph 5.2.

#### Minimum Qualifications:

- 18.2.34 Master's degree in social work, psychology, nursing, occupational therapy, or a related field from an accredited college or university.
  - 18.2.35 Licensed or license eligible MFT or LCSW.
- 18.2.36 One (1) year of experience in human services, preferably case management.
- 18.2.37 One (1) year of experience in care coordination or similar experience.
- 18.2.38 One (1) year of experience working with target population as defined in Paragraph 1 of this Exhibit A.
- 18.2.39 Possess a valid California Driver's License and proof of automobile insurance.

# 18.3 <u>Care Coordinator</u>:

## <u>Duties</u>:

18.3.1 Maintain a caseload of eight to ten (8-10) referral slots with an average of fifteen to sixteen (15-16) hours of service contacts per month per Participant or Participant's Family Team. The fifteen to sixteen (15-16) hours includes telephone contacts, face-to-face contacts with the

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Participant or the Participant's Family, consultation time as necessary, case management and documentation, and identified crisis time.

- 18.3.2 Assemble the Participant's Family Team within three (3) weeks of case assignment, by interviewing the Participant's Family and identifying Family members, natural supports, agency representatives and other persons who are significant to the Participant and/or the Participant's Family.
- 18.3.3 Coordinate the meeting with the Participant and the Participant's Family Team and develop the individualized POC based on the Participant and the Participant's Family Team's strengths and needs. The POC shall include a comprehensive twenty-four (24) hour Safety Plan. The POC shall reflect the best possible fit with the culture, values and beliefs of the Participant and Participant's Family and shall be submitted to ADMINISTRATOR within thirty (30) calendar days of assignment.
- 18.3.4 Assist the Participant and the Participant's Family Team to access strength based mental health, social services, education services and other supports and services as identified by the Participant and the Participant's Family Team including services available through the PNP.
- 18.3.5 Provide or secure support and crisis/emergency services for the Participant and/or the Participant's Family Team including services available through the PNP. This may be done through face-to-face contact, telephone contact, or availability by beeper, pager, or an on-call system.
- 18.3.6 Ensure that the Participant and the Participant's Family Team are involved in all phases of determining the goals and needs to be included in the POC.
- 18.3.7 Discuss the provision and quality of activities actually provided with the Participant and the Participant's Family Team, and ensure that activities being provided are responsive to the goals and needs

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

- 18.3.9 Modify the POC whenever services or resources need to be added, modified, and/or deleted.
- 18.3.10 Act as a liaison for the Participant and the Participant's Family Team when new services and/or resources need to be sought or developed.
- 18.3.11 Provide transportation for Participant(s) to appointments or to access services as required. When transporting a minor Participant, the Participant's parent(s), caregiver(s) or other responsible adult identified by the Participant's Family Team must accompany the Participant unless approved in advance by Wraparound Supervisor or Director.
- 18.3.12 Maintain cooperative and effective working relationships with Wrap Team's Parent Partner and Youth Partner in order to provide maximum support to Participants and Participant's Families.
- 18.3.13 Ensure boundaries are established and maintained between her/himself and Participants and/or Participants' Families.
- 18.3.14 Provide clarification, direction, support and emergency crisis management to Parent Partners and Youth Partners, twenty-four (24) hours a day, seven (7) days a week, including holidays, utilizing an on-call system after normal business hours.
- all 18.3.15 Complete necessary documentation required bν ADMINISTRATOR including inputting of data into MIDS, and participation in the WFI process.

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	18.3	.16 Maintain	accurate	information	n,	ensuring	ı	that	ea	ch
Participant	and	Participant's	Family's	demographic	info	ormation	is	update	d	at
all times.										

- $18.3.17 \, \mathrm{Participate}$  in all meetings and training sessions as required by WOG or WRIT.
- 18.3.18 Participate in Quality Assurance/Quality Improvement studies as required by WOG or WRIT.
- 18.3.19 Participate in a minimum of six (6) Professional Growth for Care Coordinators trainings each year, as offered by ADMINISTRATOR.
- 18.3.20 Adhere to the COUNTY Code of Conduct provided during the Wraparound OC Core Four (4)-Day Training, described in Paragraph 5.2.

## Minimum Qualifications:

- 18.3.21 Bachelor's degree in social work, psychology, nursing, occupational therapy, or a related field from an accredited college or university.
- 18.3.22 One (1) year of experience in human services, preferably case management.
- $18.3.23\,\mathrm{One}$  (1) year of experience working with target population as defined in Paragraph 1 of this Exhibit A.
- 18.3.24 Possess a valid California Driver's License and proof of automobile insurance.

#### 18.4 <u>Parent Partner</u>:

#### Duties:

- 18.4.1 Provide "one-on-one" interaction with Parents/Caregivers of Participant(s) in the Wraparound OC or with NMD. The level of "hands on" interaction will depend upon the individual needs of the Participant's Family or the NMD.
  - 18.4.2 Attend all scheduled FTMs and assist the

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

- 18.4.3 Perform other duties in support of the Wraparound OC Program as assigned, including participation in the WFI process.
- 18.4.4 Be available to provide telephone support and crisis deescalation to Participant's Parents/Caregivers or NMD twenty-four (24) hours a day, seven (7) days a week, including holidays, through an on-call system after normal direct service hours.
- 18.4.5 Meet with Parents/Caregivers or NMD outside of FTMs to support, empower, and assist/coach the Parent/Caregiver or NMD in completing interventions and/or activities.
- 18.4.6 As determined by the Family Team, assist the NMD in becoming involved in academic, social and recreational activities; preparing for and obtaining employment, including conducting a job search, obtaining housing, establishing and working toward educational goals: and facilitating the development of other skills needed to achieve self-sufficiency. Coach the Participant to facilitate increased self-confidence and proficiency in said activities and ongoing improvement in other skills needed for successful independent living.
- 18.4.7 Provide transportation for adults/caregivers/parents and NMD only. Parent Partner may <u>not</u> transport minor youth unless approved in advance by Wraparound Supervisor or Director.
- 18.4.8 Understand the Wraparound OC Phases, the strength-based approach and the team-decision making process.
- 18.4.9 Parent Partner will not create the illusion of establishing a permanent relationship between her/himself and Participant or Participant's Family, and will not be allowed to provide nor be reimbursed for

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

18.4.11 Provide resource development and distribution to families. as needed.

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

18.4.13 Maintain required paperwork and documentation.

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

#### Minimum Qualifications:

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

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

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

# 18.5 Youth Partner:

## Duties:

18.5.1 Develop a one-on-one relationship with Participant by providing support, guidance and concrete assistance and focusing on the needs

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of the Participant. Youth Partner shall function as both a positive role model and advocate for the Participant in his/her family system and community.

- 18.5.2 Adapt to and be flexible with changes in the Wraparound OC process and its progression.
- 18.5.3 Extend assistance as stated in this Subparagraph 18.5 to Participant's minor sibling(s) and other child(ren) in the home, as determined by the Family Team.
- 18.5.4 Provide services in the Participant's residence, in the local school, community setting and/or alternate site(s) as authorized by ADMINISTRATOR.
- 18.5.5 Conduct initial meeting with Participant and Participant's parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.
- 18.5.6 Prepare a brief written plan after initial meeting with Participant and parent(s)/caregiver(s), in a form approved by ADMINISTRATOR.
- 18.5.7 Provide plan to Participant's parent/caregiver(s) within five (5) business days of initial meeting.
- 18.5.8 Meet with Participant as scheduled and immediately notify the Participant's parent/caregiver via telephone, when a change in scheduling or cancellation is unavoidable, and provide written justification, in a format approved by ADMINISTRATOR, within two (2) business days of change or cancellation. CONTRACTOR shall comply with ADMINISTRATOR's request for copies of said written justification.
- 18.5.9 Provide services for one (1) to five (5) hours per week, as determined by ADMINISTRATOR to best meet the needs of Participant and Participant's parent(s)/caregiver(s).
- 18.5.10 Be available to provide telephone support and crisis deescalation to Participant or NMD twenty-four (24) hours a day, seven (7) days a week, including holidays, through an on-call system after normal direct

service hours.

- 18.5.11 Work with Participant and Participant's parent(s)/caregiver(s) to identify educational, social and recreational opportunities that meet Participant's needs in the local community which meet Participant's needs and help the Participant take part in said opportunities. These opportunities must be positive pro-social activities and interventions that build self-esteem and facilitate the development of social skills and peer relationships.
- 18.5.12 Provide one-to-one interactions with the Participant within the community.
- 18.5.13 Identify natural supports which can link the Participant to the community in order to support transition and which will sustain the Participant once the Youth Partner's involvement ends.
- 18.5.14 Assist the Participant with job search activities and obtaining employment and/or other skills needed to foster self-sufficiency and develop the skills needed for successful independent living as applicable; and coach the Participant to facilitate increased self-confidence and proficiency in said activities and ongoing improvement in other skills needed for successful independent living.
- 18.5.15 Teach, model and reinforce pro-social skills required for developing and sustaining ongoing relationships within the Participant's Family and community, i.e. peers, friends, and other natural supports.
- 18.5.16 Provide a consistent, supportive environment in which the Participant can learn and practice pro-social behaviors, problem solving and the use of more appropriate coping skills, and/or other independent and transitional living skills as appropriate.
- 18.5.17 Create varied, fun and strengthening environments designed to reinforce positive behaviors, activities and skills.

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

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

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

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

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

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

18.5.21 The Youth Partner shall participate in a minimum of six (6) "Professional Growth for Youth Partners" training sessions each fiscal

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year, as offered by ADMINISTRATOR and any additional required training.

- 18.5.22 Attend all FTMs and provide monthly case notes, in a format approved by ADMINISTRATOR, following each FTM.
  - 18.5.23 Maintain required paperwork and documentation.
- 18.5.24 Perform other duties in support of the Wraparound OC Program as assigned, including participation in the WFI process.
- 18.5.25 Adhere to the COUNTY Code of Conduct provided during the Wraparound OC Core Four (4)-Day Training, described in Paragraph 5.2.

### Minimum Qualifications:

- 18.5.26 Bachelor's degree in human services or a related field from an accredited college or university or a minimum of one (1) year of experience (preferably more) working with target population as defined in Paragraph 1 of this Exhibit A.
  - 18.5.27 Experience working with TFCO-OC model is desirable.
- 18.5.28 Experience working with youth and/or NMD in an employment or volunteer capacity is desirable.
- 18.5.29 Experience supporting youth in his/her personal development through regular interactions, leading to a supportive, trusting relationship in which the youth relies on the Youth Partner's guidance to gain skills, perspective and experience.
- 18.5.30 Possess a valid California Driver's License and proof of automobile insurance.

# 18.6 <u>TFCO-OC Youth Partner</u>:

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

#### Duties:

18.6.1 Attend weekly TFCO-OC clinical team meetings and provide brief updates to the Family Team on the progress of interventions, activities

and goals of the Participant. 1 18.6.2 TFCO-OC graduations and provide support for Participant's 2 transition to aftercare. 3 Education and Experience: 4 18.6.3 Training and experience working with TFCO-OC model. 5 18.7 Administrative Assistant-Billing Clerk: 6 Duties: 7 Wraparound OC administrative duties 18.7.1 Management of 8 including, Medi-Cal billing, invoicing and reporting. 9 Minimum Qualifications: 10 18.7.2 High School completion or equivalent, further education 11 preferred. 12 18.7.3 Three (3) to five (5) years of general office skills, must 13 be computer literate. 14 18.7.4 Good organizational skills and ability to effectively 15 communicate verbally and in writing. 16 /// 17 18 /// /// 19 /// 20 /// 21 /// 22 /// 23 /// 24 /// 25 /// 26 /// 27 /// 28

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EXHIBIT B

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**AGREEMENT** 

BETWEEN

COUNTY OF ORANGE

AND

PHOENIX HOUSE ORANGE COUNTY, INC.

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY SERVICES

## **DEFINITIONS**

## 1. DEFINITIONS

The parties agree to the following terms and definitions:

- 1.1 <u>Assembly Bill (AB) 12</u>: 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 <u>Assembly Bill (AB) 3632</u>: 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 <u>Assignment</u>: Term to signify that a child is eligible for

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

- 1.5 <u>CalWORKs</u>: The acronym for the California Work Opportunity and Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of the California Welfare and Institutions Code (WIC).
- 1.6 <u>Care Coordinator</u>: CONTRACTOR staff that develops and leads the Family Team, and guides the evolution of a POC that is family centered and effective in safely transitioning Participant to the least restrictive family setting with minimal reliance on formal support systems.
- 1.7 <u>Case Number</u>: A unique identifier established by the County of Orange Social Services Agency (SSA) for each Participant in Wraparound OC.
- 1.8 <u>Challenge Grants</u>: Federal funding source providing Youth and Family Resource Centers for children under the jurisdiction of the Orange County Juvenile Court and supervision of Orange County's Probation Department (Probation).
- 1.9 <u>Child Out of Home Report (COR)</u>: Information reported to the Wraparound liaisons when Participants are out-of-home for reasons of absent without leave (AWOL) overnight or more than twenty-four (24) hours, hospitalization, placement in a residential facility for educational needs, protective custody for dependents, or custody violations for wards.

## 1.10 Child Welfare Services Redesign Supportive Services (CWSRSS):

Group of agencies contracting with SSA to provide diverse and tailored services through a fee-for-service and outcome based approach for children and families served by SSA. The program is also referred to as the Wraparound Provider Network.

- 1.11 <u>Children and Family Services (CFS)</u>: A Division of SSA. Participants' Assigned Senior Social Workers (SSW) are CFS employees.
  - 1.12 <u>Community-Based Services</u>: Services available in the community

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provided primarily by non-governmental agencies.

- $1.13 \ \underline{\text{Concluded}}$ : Term to signify Participant is no longer enrolled in Wraparound OC.
- 1.14 <u>Congregate Care</u>: A placement for children that consists of 24-hour supervision in a highly-structured setting or institution.
- 1.15 <u>Contiguous County</u>: A California county that shares a border with Orange County, i.e., Los Angeles County, Riverside County, San Bernardino County and San Diego County.
- 1.16 <u>Cost Effective</u>: Achieving the desired goal with minimum expenditures.
- 1.17 <u>Cost of Doing Business (CODB)</u>: Expense incurred as a routine part of providing Wraparound OC, common to all providers, and not linked to an individual family need.
- 1.18 <u>Cultural Competency</u>: A sensitivity, awareness and acceptance of cultural differences, an awareness of one's own cultural values, and understanding of the "dynamics of difference" in the helping process, basic knowledge about youth/family's culture and the ability to adapt practice skills to fit the cultural needs of the youth/family.
- 1.19 <u>Culturally Responsive</u>: Demonstrate a general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from different ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities as well as protecting the dignity of each person.
- 1.20 <u>Dependent</u>: A child who is under the jurisdiction of the Orange County Juvenile Court as a result of abuse and/or neglect and is under the

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supervision of SSA.

- 1.21 <u>Diagnosis</u>: Definition of the nature of the Participant's disorder per the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.
- 1.22 <u>Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT)</u>: Program permitting a state to cover, under Medicaid law, known in the State of California as "Medi-Cal," services necessary to correct or ameliorate a mental illness even if the service is not otherwise included in the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21) years and younger.
- 1.23 <u>Eligible Child/NMD</u>: Child who meets any of the following criteria:
- 1.23.1 Ages birth (0) to eighteen (18) years, who have been adjudicated as either a dependent or ward of the juvenile court pursuant to WIC Sections 300 or 602 and at risk or placed in a group home licensed by California Department of Social Services (CDSS) at a Rate Classification Level (RCL) of ten (10) to fourteen (14) and/or;
- 1.23.2 NMD pursuant to WIC Section 11400(v): a foster child who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years and/or;
- 1.23.3 Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, or foster parent who has agreed to participate in Wraparound OC services and/or;
- 1.23.4 Is in placement or is at risk of placement in a group home licensed by CDSS at RCL ten (10) to fourteen (14). These group homes focus on care for children/NMD youth and adolescents with significant emotional/behavioral disturbance who require the most structure and/or specialized treatment and/or exhibit one or more of the following behaviors,

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but not limited to:

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

- 1.24 <u>Emergency Fund</u>: Funds reserved to deal with any unanticipated emergencies experienced by individual families.
- 1.25 <u>Emergency Response (ER)</u>: A Children and Family Services program; ER social workers respond to Child Abuse Registry (CAR) referrals determined to meet the legal definition for suspected child abuse or neglect. ER social workers investigate allegations, assess risk and child safety, and determine whether preventative services or protective custody interventions are needed.
- 1.26 <u>Emergency Team Meeting</u>: An emergency meeting, modeled after Team Decision Making (TDM) Meetings, held to address Participant's safety issues and placement concerns. ETMs must occur within twenty-four (24) hours of event or change of circumstances.
- 1.27 <u>Enrollment Date</u>: Date a child is enrolled in a Senate Bill (SB) 163 referral slot.

- 1.28 Extended Foster Care (EFC): Under the provision of AB12, the EFC Program allows foster youth to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age eighteen (18), as long as the foster youth is meeting one of five (5) participation requirements, living in an approved or licensed facility, and meeting other eligibility requirements.
- 1.29 <u>Family(ies)</u>: Participant's parent and siblings and other relatives related to the Participant by blood, marriage or non-relative extended family connection. Families are the adults committed to a Participant and able to meet the Participant's needs. In most cases, the family will be a Participant's birth family or kin. In some cases, it may be a step-parent or blended family that has a significant healthy attachment. In other cases, it will be an adoptive family or a foster family with the potential to become a permanent family for the Participant. And, in rare circumstances, a family must be developed. In most cases, the Participant will be able to identify the family that has a commitment to him/her or has the potential to develop a commitment. Family members may include extended family or others who are seen by the Participant as significant and supportive.
- 1.30 <u>Family Centered</u>: The needs of children addressed in the context of their families. Parent(s) or primary caregiver(s) will participate in all aspects of the development and implementation of the plan of support and services to the degree they are able and to the extent permitted by any outstanding orders of the court.
- 1.31 <u>Family Maintenance Collaborative Services (FMCS)</u>: A voluntary program designed to stabilize and maintain non-dependent children in their homes and who have been determined to be at high risk of child abuse or neglect. FMCS is time limited preventative services designed to promote child safety and link families to resources and reduce the need for protective

custody.

- 1.32 <u>Family Representative</u>: Anyone that has a meaningful connection with Participant and who is seen by the Participant as significant and supportive such as a family member, relative, neighbor, or football coach.
- 1.33 <u>Family Review Process</u>: The method of ensuring a system of care support, quality assurance and continuous system improvement that provides periodic reviews and monitoring of individual Plans of Care and outcomes to provide systemic support at both the Participant and Participant's Family and system practice levels. This method includes consultation between the Wraparound Provider Agency and the Wraparound Review and Intake Team, or its designee.
- 1.34 <u>Family Setting</u>: Any family setting where there is a relative or caregiver interested in strength based services and willing to work toward permanency; this could include parents, relative placements, guardianships, and foster homes.
- 1.35 <u>Family Team</u>: A group that forms to meet the needs of an eligible child through whatever means possible. In order to ensure family voice and ownership in the POC, every effort shall be made to ensure family members and family representative(s) constitute a minimum of fifty percent (50%) of the Family Team. This team includes the Participant and:
- 1.35.1 Participant's parent(s) and/or selected family members, family representative, foster parent, or guardian;
- 1.35.2 The appropriate representative of the primary jurisdictional agency (SSW, Deputy Probation Officer [DPO], Mental Health Case Manager [MH Case Manager], etc.);
  - 1.35.3 Relevant counseling or mental health representatives; and
- 1.35.4 Any other person(s) influential in the Participant's and/or Participant's Family's lives who may be instrumental in developing

 effective services and/or whomever the Participant's Family wants to participate.

- 1.36 <u>Family Team Member</u>: Participant, Participant's Family, Care Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional or non-traditional support system, significant other, professional, or natural support designated by the Participant and/or Participant's Family. Family Team members are the critical decision-makers; attend Family Team meetings; have regular contact with the Participant and Participant's Family, and are able to access needed resources.
- 1.37 <u>Flex Funds</u>: Term used to identify the flexible use of State and County foster care funds and AAP funds to pay for the referral slots that provide individualized, intensive Wraparound services.
- 1.38 <u>Formal Supports</u>: System based services and supports provided by professionals (or other individuals who are compensated to provide services and who are concerned and care about the child/youth) under a structure of requirements for which there is oversight by state or federal agencies, national professional associations or the general public arena.
- 1.39 <u>Health Care Agency (HCA)</u>: The County of Orange Agency authorized by the State of California Medi-Cal Program to submit billing(s) and receive payment for Medi-Cal reimbursable activities.
- 1.40 <u>Hours of Service</u>: The number of hours of service a Care Coordinator, Parent Partner and/or Youth Partner spends in contact with the Participant and Participant's Family Team providing Wraparound OC.
- 1.41 <u>Individual Service Report (ISR)</u>: Case specific report generated by Wraparound Provider Agency that identifies Youth Partner, Parent Partner, Care Coordinator and Wraparound costs.
- 1.42 <u>Individualized Services</u>: Services tailored to the specific, unique needs of the Participant and/or Participant's Family; a flexible,

creative approach to treatment planning based on an assessment of needs, resources and family strengths, including the use of formal and informal supports and services.

- 1.43 <u>Informal Supports</u>: Community-based services and supports provided by individuals or organizations that already exist or can be available in the family's own community, kinship, social or spiritual networks. Interventions and activities that utilize friends, extended family members, clergy or other faith-based mentors, neighbors, local business persons, and so forth.
- 1.44 <u>Intake Referral:</u> A request for services by a child's assigned SSW, DPO, or MH Case Manager.
- 1.45 <u>Life Area</u>: Areas of basic human needs including: Family Relationships; Living Environment; Educational; Vocational/Work; Social/Recreational; Financial; Cultural; Emotional/Psychological; Medical/Health; Spiritual; Safety; and Legal. At its sole discretion, ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or modify life areas.
- 1.46 <u>Linkages</u>: Relationships between CONTRACTOR and services in the community to the benefit of Participants and Participants' families.
- 1.47 <u>Multi-Agency Intervention Data System (MIDS):</u> Database system used to track data and create reports through the collaborative efforts of SSA, HCA, and Probation and contracted Wraparound Providers. The database system is utilized to collect data and generate reports regarding Wraparound OC services.
- 1.48 <u>Multi-Disciplinary Consultation Team (MDCT):</u> A team collaboration with representatives from primarily SSA, HCA and may also include Probation and OC Department of Education to work with non-dependent children to reduce the need for protective custody and out of home placement by stabilizing and strengthening the family through a coordination of available services.

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

- 1.50 <u>Out-of-County:</u> Any California county other than Orange County. May also be extended to include out of state as deemed necessary.
- 1.51 <u>Parent Partner:</u> CONTRACTOR staff that provides support to the Family Team, and the parent in particular. The Parent Partner will have personal experience with the services for an emotionally/behaviorally disturbed person through the COUNTY's Welfare Services, Probation, or Mental Health System, based on their relationship to a consumer.
- 1.52 <u>Participant:</u> A child who meets the criteria for an Eligible Child as defined in this Exhibit B and has been accepted into a Pre-Enrollment, Enrollment, or Post-Enrollment capacity.
- 1.53 <u>Plan Of Care (POC):</u> Written plan, including by reference any Juvenile Court order(s), developed and signed by the Family Team which includes the following elements:
- 1.53.1 A statement of an overall goal or vision for the Participant and Participant's Family;
  - 1.53.2 The strengths of the Participant and Participant's Family;
- 1.53.3 Needs, as defined by specific life areas that must be met to achieve the goal of the Participant and Participant's Family;
  - 1.53.4 Proactive and reactive Safety Plans;
- 1.53.5 The type, frequency, and duration of intervention strategies and activities;

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and

1.53.6 Financial responsibility for the components of the POC;

- 1.53.7 Desired outcomes of Wraparound OC.
- 1.54 <u>Pre-Enrollment Date:</u> Date the Participant is assigned to a Wraparound Provider Agency to begin the Wraparound OC, but prior to enrollment date.
- 1.55 <u>Provider Network Program (PNP):</u> A network to provide specific services to children and families served by SSA and in partnership with HCA and Probation Department for children and families served through Wraparound OC. Network Providers deliver diverse and tailored services through a feefor-service and outcome-based approach. The Wraparound Provider Network Program is also known as Child Welfare Services Redesign Supportive Services (CWSRSS).
- 1.56 <u>Post-Enrollment Date:</u> Date the Participant is removed from an Enrolled SB 163 referral slot. Participant and Participant's Family may continue to be involved in Wraparound OC with the Wraparound OC Provider Agency for the duration of the POC in effect, up to three (3) months, then the Participant will conclude from Wraparound OC. The length of the Post-Enrollment period is set in the Participant's POC.
- 1.57 <u>Quality Assurance (QA):</u> Methods, including the use of interdisciplinary teams, established by ADMINISTRATOR to review process, performance, and outcome measures, and identify opportunities for improvement.
- 1.58 <u>Rate Classification Level (RCL):</u> The level established by CDSS for a residential treatment or group home. The RCL process uses a point system to measure the level or intensity of care and supervision provided. Points are based on the number of hours per child per month of services provided in Child Care and Supervision, Social Work Activities, and Mental Health Treatment Services.

- 1.59 <u>Referral Slot</u>: An allotted place in Wraparound OC Services. A referral slot includes an alpha-numeric identifier assigned to each Participant that identifies referring agency and funding status.
- 1.60 <u>Senate Bill (SB) 163:</u> Wraparound Services Project allows counties the flexible use of State foster care dollars to provide eligible children with family-based service alternatives to group home care using Wraparound as the service process for creating individualized services and supports for children and their families. Wraparound serves children who are currently residing, or at risk of being placed, in a group home licensed at an RCL of ten (10) to fourteen (14).
- 1.61 <u>Safety Plan:</u> Plan developed in conjunction with POC that provides the Participant and Participant's Family with actions, contacts, responses, and responsibilities to crises a child or family can reasonably predict while in Wraparound OC. Plans for Participants with histories of violence, sexual acting out, or delinquency, and plans involving Participant's Family members with histories of substance abuse and other problems shall address those specific behavioral issues and triggers to ensure that these behaviors are mitigated and/or controlled. In addition to the Participant's Family, all Family Team members and service providers, as appropriate, must be informed of these plans so they can be knowledgeable of the crisis management strategy, and how to contact Contractor.
- 1.62 <u>Satisfaction Surveys:</u> Surveys to measure Participant's, Participant's Family's, and the referring Agency's overall satisfaction with Wraparound OC, and its specific aspects in order to identify problems and opportunities for improvement.
- 1.63 <u>Self-Sufficiency:</u> Term to signify the Participant's Family is able to secure the services and supports to meet its needs in the future without the continued assistance of Wraparound OC.

- 1.64 <u>Special Incident:</u> Term to signify a significant event in Participant's life. Events may include, but are not limited to, Participant's or Participant's Family member's serious injury or death, occurrence of open case maltreatment, hospitalization, delinquent acts, violence, property damage, and/or runaway episodes.
- 1.65 <u>Success:</u> Several measures to determine the overall impact of Wraparound OC involvement with the Participant and the Participant's Family, at closure. Measures will include, but not be limited to, increased school attendance and academics, residing in a family setting, decreased problematic behaviors, increased family coping skills, and Family Team's perception of met needs.
- 1.66 <u>Supervised Independent Living Placement (SILP)</u>: Type of foster care; placement for young adults developmentally ready to live in a less restrictive environment and intended to provide an opportunity for dependent living experiences while receiving a safety net of support and services.
- 1.67 Technical Assistance Meeting: A structured meeting held when the Wraparound OC Provider Agency or referring party feels they have reached a challenge in the Wraparound process with a particular family. The Wraparound OC Provider Agency or referring party can request assistance from the Wraparound Review and Intake Team (WRIT) to provide support and assistance in moving the team forward. WRIT facilitates the meeting attended by the referring party and their supervisor, the Wraparound OC Provider Agency's Care Coordinator and Parent Partner, and members of WRIT.
- 1.68 Treatment Foster Care Oregon- Orange County (TFCO-OC): An evidence-based treatment model that is an alternative to group home care for youth who are Wraparound-eligible and who have an identified family to live with following their participation in treatment foster care. TFCO-OC uses treatment foster homes in the community and clinical teams to help stabilize

each participating youth's behavior, while at the same time preparing the youth's after-care family to receive the youth within six (6) to twelve (12) months.

- 1.69 <u>TFCO-OC Youth Partner</u>: CONTRACTOR staff that provides consistent, reinforcing support to Participants, primarily those in the TFCO-OC program, thereby allowing Participants to learn and practice pro-social behavior, problem solving, and coping skills.
- $1.70~\underline{\text{Ward(s):}}$  Any person who is under the age of eighteen (18) years when he or she violates any law of the State of California defined as a crime, is within the jurisdiction of the Juvenile Court, which may adjudge such person to be a ward of the court and place the person under supervision by Probation pursuant to WIC Section 602.
- 1.71 <u>Wraparound OC Provider Agency:</u> Organization under contract with SSA to implement Wraparound OC to a specific number of Participants and other eligible children.
- 1.72 <u>Wraparound Fidelity Index (WFI):</u> A survey process that measures eleven (11) elements of the Wraparound process for Wraparound OC Participant(s), Participant's primary caregiver, Parent Partner, and Care Coordinator. The survey instrument is completed through brief, confidential telephone interviews with families who agree to participate in the project.
- 1.73 <u>Wraparound Orange County (Wraparound OC):</u> A collaboration administered by SSA in partnership with HCA and Probation. Through this collaboration, a highly individualized approach is developed for a child in, or at risk of, group home placement. The goal is to maximize the capacity of a family to meet the child's needs, and prevent or reduce residential placement.
- 1.74 <u>Wraparound OC Plan:</u> Plan approved by County of Orange Board of Supervisors and the CDSS detailing COUNTY's plan to use Wraparound funding to provide eligible children with family based service alternatives to group home

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care, with Wraparound OC as the service delivery method.

- 1.75 <u>Wraparound Oversight Group (WOG):</u> Group that includes Executive Director or Deputy Director level representatives from SSA/CFS; HCA/Behavioral Health Services; and Probation. This group receives reports from ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training; ensures collaboration between agencies; and develops policy recommendations in keeping with Wraparound OC Plan as approved by the County of Orange Board of Supervisors. WOG directs the reinvestment of any cost savings that may accrue as a result of Wraparound OC implementation.
- 1.76 <u>Wraparound Review and Intake Team (WRIT):</u> Group that includes parent representatives as well as representatives from SSA, HCA/Behavioral Health Services, Probation, Wraparound OC Support Services provider, and Orange County Department of Education. This team reviews eligibility for Wraparound OC, establishes the rate per CDSS directives, and provides consultation to Wraparound OC Provider Agencies in the Family Review Process.
- 1.77 <u>Youth Partner:</u> CONTRACTOR staff that provides consistent, reinforcing support to Participants thereby allowing Participants to learn and practice pro-social behavior, problem solving, and coping skills.

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