

1 AGREEMENT

2 BETWEEN

3 COUNTY OF ORANGE

4 AND

5 NEW ALTERNATIVES, INC.

6 FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

7
8 This AGREEMENT, entered into this 1st day of July 2018, which date is
9 particularized for purpose of reference only, is by and between the COUNTY OF
10 ORANGE, hereinafter referred to as "COUNTY," and NEW ALTERNATIVES, INC., a
11 California non-profit corporation, hereinafter referred to as "CONTRACTOR."
12 This Agreement shall be administered by the County of Orange Social Services
13 Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."
14

15 W I T N E S S E T H:

16
17 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
18 Wraparound Orange County Direct Services; and

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

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

25 WHEREAS, the amended Wraparound Orange County Plan and Memorandum of
26 Understanding between the Social Services Agency and the California Department
27 of Social Services was approved by COUNTY on November 19, 2002, for the
28 purpose of delivering Wraparound Services in Orange County.

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

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EXHIBIT B

1.	DEFINITIONS	<u>1</u> 1
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1. TERM

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, ~~2019~~2021, unless earlier terminated pursuant to the provisions of Paragraph 42 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

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

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR

1 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively
2 the responsibility for the acts of its employees or agents as they relate to
3 services to be provided during the course and scope of their employment.

4 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any
5 rights and/or privileges of COUNTY employees, and shall not be considered in
6 any manner to be COUNTY employees.

7 4. DESCRIPTION OF SERVICES AND STAFFING

8 4.1 CONTRACTOR agrees to provide those services, facilities,
9 equipment, and supplies, as described in the Exhibits to the Agreement between
10 County of Orange and New Alternatives, Inc., for the Provision of Wraparound
11 Orange County Direct Services, New Alternatives, Inc., attached hereto and
12 incorporated herein by reference: Exhibit ~~"A" relating to~~ (Direct Services),
13 and Exhibit ~~"B" relating to terms and definitions.~~ (Definitions). CONTRACTOR
14 shall operate continuously throughout the term of this Agreement with the
15 number and type of staff described and as required for provision of services
16 hereunder.

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

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

24 5. LICENSES AND STANDARDS

25 5.1 CONTRACTOR warrants that it has all necessary licenses and permits
26 required by the laws of the United States, State of California (hereinafter
27 referred to as "State"), County of Orange, and all other appropriate
28 governmental agencies to perform the services described in this Agreement, and

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

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

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

19 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

20 6.1 Delegation and Assignment

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

1 requiring COUNTY approval.

2 6.2 Subcontracts

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

10 6.2.1 Subcontracts of \$50,000 or less

11 CONTRACTOR shall develop a standard form Purchase Order,
12 subject to prior written approval of ADMINISTRATOR, to be utilized for the
13 purchase of services by CONTRACTOR when the cumulative total cost of the
14 services to be provided by any organization is anticipated to be fifty
15 thousand dollars (\$50,000) or less during the term of this Agreement. The
16 basis for costs incurred by any such Purchase Order(s) shall be the actual
17 cost of providing services or the usual and customary charges established by
18 the organization(s) providing the services.

19 6.2.2 Subcontracts in excess of \$50,000

20 CONTRACTOR shall develop and submit for approval to
21 ADMINISTRATOR a system for the procurement of subcontracts with any
22 organization in which the total cumulative cost of services provided by any
23 single organization is anticipated to exceed fifty thousand dollars (\$50,000)
24 during the term of this Agreement. CONTRACTOR's proposed procurement system
25 shall take into consideration such factors as: degree of price competition;
26 pricing policies and techniques; experience and quality of service; methods of
27 evaluating subcontractor responsibility; relationship of subcontractor to
28 CONTRACTOR; and planning, award, and post-award management of subcontracts.

1 including internal audit procedures and monitoring of subcontractor's
2 performance until completion of services.

3 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed
4 procurement system, CONTRACTOR shall comply with such procurement system in
5 obtaining subcontracts with a total cost in excess of fifty thousand dollars
6 (\$50,000) during the term of this Agreement. In addition, CONTRACTOR shall
7 obtain ADMINISTRATOR's written consent prior to entering into a subcontract
8 with any organization when the total cumulative cost of services to be
9 provided by that organization is anticipated to exceed fifty thousand dollars
10 (\$50,000) during the term of this Agreement.

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

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization

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

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

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

28 7.1.3 A detailed statement indicating the relationship of

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

4 7.2 Change in Form of Business Organization

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

12 8. NON-DISCRIMINATION

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

23 8.2 CONTRACTOR shall furnish any and all information requested by
24 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
25 books, records, and accounts in order to ascertain CONTRACTOR's compliance
26 with Paragraph 8 et seq.

27 8.3 Non-Discrimination in Employment

28 8.3.1 CONTRACTOR shall comply with Executive Order 11246,

1 entitled "Equal Employment Opportunity," as amended by Executive Order 11375
2 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

3 8.3.2 All solicitations or advertisements for employees placed
4 by or on behalf of CONTRACTOR shall state that all qualified applicants will
5 receive consideration for employment without regard to race, religious creed,
6 color, national origin, ancestry, physical disability, mental disability,
7 medical condition, genetic information, marital status, sex, gender, gender
8 identity, gender expression, age, sexual orientation, military and veteran
9 status, or any other protected group, in accordance with the requirements of
10 all applicable federal or State laws. Notices describing the provisions of
11 the equal opportunity clause shall be posted in a conspicuous place for
12 employees and job applicants.

13 8.3.3 CONTRACTOR shall refer any and all employees desirous of
14 filing a formal discrimination complaint to:

15 California Department of Social Services

16 Public Inquiry and Response Bureau

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

18 Sacramento, CA 95814

19 Telephone: (800) 952-5253

20 (800) 952-8349 (For the hard of hearing)

21 8.4 Non-Discrimination in Service Delivery

22 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the
23 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
24 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
25 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
26 of the Americans with Disabilities Act of 1990, as amended; California Civil
27 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
28 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC

1 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
2 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
3 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
4 and other applicable federal and State laws, as well as their implementing
5 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
6 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
7 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist
8 or be hereafter amended. CONTRACTOR shall not implement any administrative
9 methods or procedures which would have a discriminatory effect or which would
10 violate the California Department of Social Services (CDSS) Manual of Policies
11 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
12 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
13 other legal remedies in accordance with WIC Section 10605, or CGC Sections
14 11135-11139.5, or any other laws, or the issue may be referred to the
15 appropriate federal agency for further compliance action and enforcement of
16 Subparagraph 8.4 et seq.

17 8.4.2 CONTRACTOR shall provide any and all clients desirous of
18 filing a formal complaint any and all information as appropriate:

19 8.4.2.1 Pamphlet: "Your Rights Under California
20 Welfare Programs" (PUB 13)

21 8.4.2.2 Discrimination Complaint Form

22 8.4.2.3 Civil Rights Contacts:

23 County Civil Rights Contact:

24 Orange County Social Services Agency

25 Program Integrity

26 Attn: Civil Rights Coordinator

27 P.O. Box 22001

28 Santa Ana, CA 92702-2001

1 Telephone: (714) 438-8877

2 State Civil Rights Contact:

3 California Department of Social Services

4 Civil Rights Bureau

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

6 Sacramento, CA 94244-2430

7 Federal Civil Rights Contact:

8 U.S. Department of Health and Human Services

9 Office of Civil Rights

10 50 U.N. Plaza, Room 322

11 San Francisco, CA 94102

12 9. NOTICES

13 9.1 All notices, requests, claims, correspondence, reports, statements
14 authorized or required by this Agreement, and/or other communications shall be
15 addressed as follows:

16 COUNTY: County of Orange Social Services Agency
17 Contracts and Procurement Services
18 500 N. State College Blvd, Suite #100
19 Orange, CA 92868

20
21 CONTRACTOR: New Alternatives, Inc.
22 P.O. Box 34219
23 San Diego, CA 92163-4219

24 9.2 All notices shall be deemed effective when in writing and
25 deposited in the United States mail, first class, postage prepaid and
26 addressed as above. Any communications, including notices, requests, claims,
27 correspondence, reports, and/or statements authorized or required by this
28 Agreement addressed in any other fashion shall be deemed not given. The

1 parties each may designate by written notice from time to time, in the manner
2 aforesaid, any change in the address to which notices must be sent.

3 10. NOTICE OF DELAYS

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

9 11. INDEMNIFICATION

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

23 12. INSURANCE

24 12.1 Prior to the provision of services under this Agreement,
25 CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense,
26 including all endorsements required herein, necessary to satisfy COUNTY that
27 the insurance provisions of this Agreement have been complied with.
28 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance

1 and endorsements on deposit with ADMINISTRATOR during the entire term of this
2 Agreement. In addition, all subcontractors performing work on behalf of
3 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the
4 same terms and conditions as set forth herein for CONTRACTOR.

5 12.2 CONTRACTOR shall ensure that all subcontractors performing work on
6 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
7 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject
8 to the same terms and conditions as set forth herein for CONTRACTOR.
9 CONTRACTOR shall not allow subcontractors to work if subcontractors have less
10 than the level of coverage required by COUNTY from CONTRACTOR under this
11 Agreement. It is the obligation of CONTRACTOR to provide notice of the
12 insurance requirements to every subcontractor and to receive proof of
13 insurance prior to allowing any subcontractor to begin work. Such proof of
14 insurance must be maintained by CONTRACTOR through the entirety of this
15 Agreement for inspection by COUNTY representative(s) at any reasonable time.

16 12.3 All self-insured retentions (SIRs) shall be clearly stated on the
17 Certificate of Insurance. Any ~~self-insured retention (SIR)~~ in an amount in
18 excess of fifty thousand dollars (\$50,000) shall specifically be approved by
19 the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current
20 audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in
21 addition to, and without limitation of, any other indemnity provision(s) in
22 the Agreement, agrees to all of the following:

23 12.3.1 In addition to the duty to indemnify and hold COUNTY
24 harmless against any and all liability, claim, demand or suit resulting from
25 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this
26 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with
27 counsel approved by Board of Supervisors against same; and

28 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be

1 absolute and irrespective of any duty to indemnify or hold harmless; and

2 12.3.3 The provisions of California Civil Code Section 2860
3 shall apply to any and all actions to which the duty to defend stated above
4 applies, and CONTRACTOR'S SIR provisions shall be interpreted as though
5 CONTRACTOR was an insurer and COUNTY was the insured.

6 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for
7 the full term of this Agreement, COUNTY may terminate this Agreement.

8 12.5 Qualified Insurer

9 12.5.1 The policy or policies of insurance required herein must
10 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's
11 Rating) and VIII (Financial Size Category as determined by the most current
12 edition of the Best's Key Rating Guide/Property-Casualty/United States or
13 ambest.com). It is preferred, but not mandatory, that the insurer be licensed
14 to do business in the state of California (California Admitted Carrier).

15 12.6 If the insurance carrier does not have an A.M. Best Rating of A-
16 /VIII, the CEO/Office of Risk Management retains the right to approve or
17 reject a carrier after a review of the company's performance and financial
18 rating.

19 12.7 The policy or policies of insurance maintained by CONTRACTOR shall
20 provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence

Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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, agents and employees, 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

1 Insurance.

2 12.9.2.1 An Additional Insured endorsement naming the
3 County of Orange, its elected and appointed officials, officers, agents and
4 employees as Additional Insureds for its vicarious liability.

5 12.9.2.2 A primary and non-contributing endorsement
6 evidencing that the CONTRACTOR's insurance is primary and any insurance or
7 self-insurance maintained by the County of Orange shall be excess and non-
8 contributing.

9 12.10 The Workers' Compensation policy shall contain a waiver of
10 subrogation endorsement waiving all rights of subrogation against the County
11 of Orange, its elected and appointed officials, officers, agents and employees
12 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

13 12.11 All insurance policies required by this Agreement shall waive all
14 rights of subrogation against the County of Orange, its elected and appointed
15 officials, officers, agents and employees when acting within the scope of
16 their appointment or employment.

17 12.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
18 of any policy cancellation and ten (10) days for non-payment of premium and
19 provide a copy of the cancellation notice to COUNTY. Failure to provide
20 written notice of cancellation may constitute a material breach of the
21 contract, upon which the COUNTY may suspend or terminate this Agreement.

22 12.13 If CONTRACTOR's Professional Liability and Network Security &
23 Privacy Liability policy are a "claims made" policy, CONTRACTOR shall agree to
24 maintain Professional Liability and Network Security & Privacy Liability
25 coverage for two (2) years following completion of this Agreement.

26 12.14 The Commercial General Liability policy shall contain a
27 severability of interests clause also known as a "separation of insureds"
28 clause (standard in the ISO CG 0001 policy).

1 12.15 Insurance certificates should be mailed to COUNTY at the address
2 indicated in Paragraph 9 of this Agreement.

3 12.16 If CONTRACTOR fails to provide the insurance certificates and
4 endorsements within seven (7) days of notification by CEO/County Procurement
5 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

6 12.17 COUNTY expressly retains the right to require CONTRACTOR to
7 increase or decrease insurance of any of the above insurance types throughout
8 the term of this Agreement. Any increase or decrease in insurance will be as
9 deemed by County of Orange Risk Manager as appropriate to adequately protect
10 COUNTY.

11 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the
12 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
13 certificates of insurance and endorsements with COUNTY incorporating such
14 changes within thirty (30) days of receipt of such notice, this Agreement may
15 be in breach without further notice to CONTRACTOR, and COUNTY shall be
16 entitled to all legal remedies.

17 12.19 The procuring of such required policy or policies of insurance
18 shall not be construed to limit CONTRACTOR's liability hereunder nor to
19 fulfill the indemnification provisions and requirements of this Agreement, nor
20 act in any way to reduce the policy coverage and limits available from the
21 insurer.

22 13. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

25 13.1 Any accident or incident relating to services performed under this
26 Agreement that involves injury or property damage which may result in the
27 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

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

1 from or relating to services performed by CONTRACTOR under this Agreement.

2 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
3 property.

4 13.4 Any loss, disappearance, destruction, misuse or theft of any kind
5 whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR
6 under the term of this Agreement.

7 14. CONFLICT OF INTEREST

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

17 15. ANTI-PROSELYTISM PROVISION

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

22 16. SUPPLANTING GOVERNMENT FUNDS

23 CONTRACTOR shall not supplant any federal, State, or COUNTY funds
24 intended for the purposes of this Agreement with any funds made available
25 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY
26 for, or apply sums received from COUNTY with respect to, that portion of its
27 obligations which have been paid by another source of revenue. CONTRACTOR
28 agrees that it shall not use funds received pursuant to this Agreement, either

1 directly or indirectly, as a contribution or compensation for purposes of
2 obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY
3 program without prior written approval of ADMINISTRATOR.

4 17. EQUIPMENT

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

14 CONTRACTOR further agrees to the following:

15 17.1.1 To maintain all items of Capital Equipment in good
16 working order and condition, normal wear and tear excepted.

17 17.1.2 To label all items of Capital Equipment, do periodic
18 inventories as required by ADMINISTRATOR, and to maintain an inventory list
19 showing where and how the Capital Equipment is being used, in accordance with
20 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
21 ADMINISTRATOR within ten (10) days of any request therefore.

22 17.1.3 To report in writing to ADMINISTRATOR immediately after
23 discovery, the loss or theft of any items of Capital Equipment. For stolen
24 items, the local law enforcement agency must be contacted and a copy of the
25 police report submitted to ADMINISTRATOR.

26 17.1.4 To purchase a policy or policies of insurance covering
27 loss or damage to any and all Capital Equipment purchased under this
28 Agreement, in the amount of the full replacement value thereof, providing

1 protection against the classification of fire, extended coverage, vandalism,
2 malicious mischief, and special extended perils (all risks) covering the
3 parties' interests as they appear.

4 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be
5 requested in writing, shall require the prior written approval of
6 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
7 appropriate and directly related to CONTRACTOR's service or activity under the
8 terms of this Agreement. COUNTY may refuse reimbursement for any costs
9 resulting from Capital Equipment purchased which are incurred by CONTRACTOR,
10 if prior written approval has not been obtained from ADMINISTRATOR.

11 17.3 Personal Computer Equipment

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

20 18. BREACH SANCTIONS

21 18.1 Failure by CONTRACTOR to comply with any of the provisions,
22 covenants, or conditions of this Agreement shall be a material breach of this
23 Agreement. In such event, ADMINISTRATOR may, and in addition to immediate
24 termination and any other remedies available at law, in equity, or otherwise
25 specified in this Agreement:

26 18.1.1 Afford CONTRACTOR a time period within which to cure the
27 breach, which period shall be established by ADMINISTRATOR; and/or

28 18.1.2 Discontinue reimbursement to CONTRACTOR for and during

1 the period in which CONTRACTOR is in breach, which reimbursement shall not be
2 entitled to later recovery; and/or

3 18.1.3 Offset against any monies billed by CONTRACTOR but yet
4 unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2
5 above.

6 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action
7 pursuant to this Paragraph, which notice shall be deemed served on the date of
8 mailing.

9 19. PAYMENTS

10 19.1 Maximum Contractual Obligation

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

14 19.1.1 \$3,250,000 for July 1, 2018 through June 30, 2019;

15 19.1.2 \$3,250,000 for July 1, 2019 through June 30, 2020; and

16 19.1.3 \$3,250,000 for July 1, 2020 through June 30, 2021.

17 Allowable Costs

18 During the term of this Agreement, COUNTY shall pay CONTRACTOR
19 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
20 pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved
21 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR
22 for anticipated allowable costs that will be incurred by CONTRACTOR for June
23 ~~2018, 2019, 2020, and 2021~~ during the month of such anticipated expenditure.

24 19.2 Claims

25 19.2.1 CONTRACTOR shall submit monthly claims to be received by
26 ADMINISTRATOR no later than the fifteenth (15th) calendar day of the month for
27 expenses incurred in the preceding month. In the event the fifteenth (15th)
28 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the

1 claim the next business day. COUNTY holidays include New Year's Day, Martin
2 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,
3 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
4 Friday after Thanksgiving Day, and Christmas Day.

5 19.2.2 All claims must be submitted on a form approved by
6 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
7 source documents with the monthly claim, including, inter alia, a monthly
8 statement of services, general ledgers, supporting journals, time sheets,
9 invoices, canceled checks, receipts, and receiving records, some of which may
10 be required to be copied. Source documents that CONTRACTOR must submit shall
11 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
12 shall retain all financial records in accordance with Paragraph 25 of this
13 Agreement.

14 19.2.3 Payments should be released by COUNTY within a reasonable
15 time period of approximately thirty (30) days after receipt of a correctly
16 completed claim form and required supporting documentation.

17 19.2.4 Year End and Final Claims

18 19.2.4.1 CONTRACTOR shall submit a final claim for
19 each COUNTY fiscal year, July 1 through June 30, covered under the term of
20 this Agreement, as stated in Paragraph 1, by no later than August 30th of each
21 corresponding COUNTY fiscal year. Claims received after August 30th of each
22 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
23 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
24 per each COUNTY fiscal year must be received, upon written notice to
25 CONTRACTOR.

26 19.2.4.2 The basis for final settlement shall be the
27 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200,
28 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,

1 to the maximum obligation of COUNTY. In the event that any overpayment has
2 been made, COUNTY may offset the amount of the overpayment against the final
3 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
4 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
5 Nothing herein shall be construed as limiting the remedies of COUNTY in the
6 event an overpayment has been made.

7 19.2.5 Seventy-Five Percent Authorization Notification

8 19.2.5.1 CONTRACTOR shall maintain a system of record
9 keeping that will allow CONTRACTOR to determine when it has incurred seventy-
10 five percent (75%) of the total contract authorizations under this Agreement.
11 Upon occurrence of this event, CONTRACTOR shall send written notification to
12 ADMINISTRATOR.

13 20. OVERPAYMENTS

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

27 21. OUTSTANDING DEBT

28 CONTRACTOR shall have no outstanding debt with ADMINISTRATOR, or shall

1 be in the process of resolving outstanding debt to ADMINISTRATOR's
2 satisfaction, prior to entering into and during the term of this Agreement.

3 22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

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

13 23. FINAL REPORT

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

20 24. INDEPENDENT AUDIT

21 24.1 CONTRACTOR shall employ a licensed certified public accountant who
22 shall prepare and file with ADMINISTRATOR an annual organization-wide audit of
23 related expenditures during the term of this Agreement in compliance with the
24 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part
25 200, Uniform Administrative Requirements, Cost Principles and Audit
26 Requirements for Federal Awards. If CONTRACTOR is not subject to the
27 aforementioned regulations for any year covered during the term of this
28 Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's

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

6 24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle
7 covers ~~July~~ January 1 through ~~June 30~~ December 31. CONTRACTOR shall provide
8 ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles
9 corresponding with the term of this Agreement. CONTRACTOR shall provide each
10 audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of
11 CONTRACTOR to comply with this Paragraph shall be sufficient cause for
12 ADMINISTRATOR to deny payment under this or any subsequent Agreement with
13 CONTRACTOR until such time as the required audit(s) are provided to
14 ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission
15 deadline upon notice to CONTRACTOR.

16 25. RECORDS, INSPECTIONS, AND AUDITS

17 25.1 Financial Records

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

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

28 25.2 Client Records

1 25.2.1 CONTRACTOR shall prepare and maintain accurate and
2 complete records of clients served and dates and type of services provided
3 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

4 25.2.2 CONTRACTOR shall keep all COUNTY data provided to
5 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)
6 years from the date of final payment under this Agreement, or until all
7 pending COUNTY, State, and federal audits are completed, whichever is later.
8 These records shall be stored in Orange County, unless CONTRACTOR requests and
9 COUNTY provides written approval for the right to store the records in another
10 county. Notwithstanding anything to the contrary, upon termination of this
11 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to
12 COUNTY in accordance with Subparagraph 42.2.

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

18 25.3 Public Records

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

23 25.4 Inspections and Audits

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

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

5 25.4.2 CONTRACTOR shall make its books and records available
6 within the borders of Orange County within ten (10) days of receipt of written
7 demand by ADMINISTRATOR.

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

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

17 25.5 Evaluation Studies

18 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in
19 research and/or evaluative studies designed to show the effectiveness and/or
20 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's
21 project.

22 26. PERSONNEL DISCLOSURE

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

28 26.1.1 Names and dates of birth of all full or part-time

1 personnel by title, including volunteer personnel, whose direct services are
2 required to provide the programs described herein;

3 26.1.2 A brief description of the functions of each position and
4 the hours each person works each week, or for part-time personnel, each day or
5 month, as appropriate;

6 26.1.3 The professional degree, if applicable, and experience
7 required for each position; and

8 26.1.4 The language skill, if applicable, for all personnel.

9 26.2 CONTRACTOR shall conduct initial or pre-hire background checks on
10 all Wraparound Orange County Direct Services staff. CONTRACTOR shall conduct
11 all of the following:

12 26.2.1 Health, including tuberculosis, and drug screening for
13 new hires.

14 26.2.2 Department of Motor Vehicle (DMV) clearance.

15 26.2.3 Professional License and insurance status (as applicable)
16 for new hires and at license renewal.

17 26.2.4 Sanction screenings, twice a year (Office of Inspector
18 General exclusion list, System for Award Management [SAM] and Medi-Cal
19 exclusions).

20 26.3 Where authorized by law, and in a manner consistent with
21 California Government Code §12952, CONTRACTOR shall require prospective
22 employees to provide detailed information regarding the conviction of a crime
23 by any court for offenses other than minor traffic offenses. Information
24 discovered subsequent to the hiring or promotion of any prospective employee
25 shall be cause for termination from the performance of services under this
26 Agreement.

27 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, a clearance on the following public websites of the names and dates of

1 birth for all employees and/or volunteers who will have direct, interactive
2 contact with clients served through this Agreement: U.S. Department of Justice
3 (DOJ) National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex
4 Offender Registry (www.meganslaw.ca.gov).

5 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to
6 COUNTY, a criminal record background check on all employees (direct service
7 and administrative) funded through this Agreement and also all non-funded
8 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
9 interactive contact with clients served through this Agreement. Background
10 checks conducted through the California Department of Justice shall include a
11 check of the California Central Child Abuse Index, when applicable.
12 Candidates will satisfy background checks consistent with this Paragraph and
13 their performance of services under this Agreement.

14 26.6 CONTRACTOR shall ensure that clearances and background checks
15 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's
16 personnel providing services under this Agreement.

17 26.7 In the event a record is revealed through the processes described
18 in Subparagraphs 26.2, 26.4, and 26.5, COUNTY will be available to consult
19 with CONTRACTOR on appropriateness of personnel providing services through
20 this Agreement.

21 26.8 CONTRACTOR warrants that all persons employed or otherwise
22 assigned by CONTRACTOR to provide services under this Agreement have
23 satisfactory past work records and/or reference checks indicating their
24 ability to perform the required duties and accept the kind of responsibility
25 anticipated under this Agreement. CONTRACTOR shall maintain records of
26 background investigations and reference checks undertaken and coordinated by
27 CONTRACTOR for each employee and/or volunteer assigned to provide services
28 under this Agreement, for a minimum of five (5) years from the date of final

1 payment under this Agreement, or until all pending COUNTY, State, and federal
2 audits are completed, whichever is later, in compliance with all applicable
3 laws.

4 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
5 arrest and/or subsequent conviction, for offenses, other than minor traffic
6 offenses, of any paid employee and/or volunteer staff performing services
7 under this Agreement, when such information becomes known to CONTRACTOR.
8 ADMINISTRATOR may determine whether such employee and/or volunteer may
9 continue to provide services under this Agreement and shall provide notice of
10 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
11 with ADMINISTRATOR's decision shall be deemed a material breach of this
12 Agreement, pursuant to Paragraph 18 above.

13 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
14 staff performing work hereunder, and any proposed changes in CONTRACTOR's
15 staff.

16 26.11 COUNTY shall have the right to require CONTRACTOR to remove any
17 employee from the performance of services under this Agreement. At the
18 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

19 26.12 CONTRACTOR shall notify COUNTY immediately when staff is
20 terminated for cause from working on this Agreement.

21 26.13 Disqualification, if any, of CONTRACTOR staff, pursuant to
22 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all
23 work in accordance with the terms and conditions of this Agreement.

24 27. EMPLOYMENT ELIGIBILITY VERIFICATION

25 As applicable, CONTRACTOR warrants that it fully complies with all
26 federal and State statutes and regulations regarding the employment of aliens
27 and others, and that all its employees performing work under this Agreement
28 meet the citizenship or alien status requirement set forth in federal statutes

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

14 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

15 28.1 CONTRACTOR certifies it is in full compliance with all applicable
16 federal and State reporting requirements regarding its employees and with all
17 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments
18 and will continue to be in compliance throughout the term of the Agreement
19 with the County of Orange. Failure to comply shall constitute a material
20 breach of the Agreement and failure to cure such breach within sixty (60)
21 calendar days of notice from the COUNTY shall constitute grounds for
22 termination of the Agreement.

23 28.2 In the case of an individual contractor or contractor doing
24 business in a form other than an individual, CONTRACTOR agrees to furnish
25 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

26 28.2.1 His/her name, date of birth, Social Security Number, and
27 residence address; or

28 28.2.2 In the case of a contractor doing business in a form

1 other than as an individual, the name, date of birth, Social Security Number,
2 and residence address of each individual who owns an interest of ten percent
3 (10%) or more in the contracting entity.

4 28.3 It is expressly understood that this data will be transmitted to
5 governmental agencies charged with the establishment and enforcement of child
6 support orders, and for no other purpose.

7 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

26 31. CONFIDENTIALITY

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

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

4 31.2 All records and information concerning any and all persons
5 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
6 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,
7 subcontractors, and all other individuals performing services under this
8 Agreement. CONTRACTOR shall require all of its employees, agents,
9 subcontractors, and all other individuals performing services under this
10 Agreement to sign an agreement with CONTRACTOR before commencing the provision
11 of any such services, agreeing to maintain confidentiality pursuant to State
12 and federal law and the terms of this Agreement.

13 31.3 CONTRACTOR shall inform all of its employees, agents,
14 subcontractors, and all other individuals performing services under this
15 Agreement of this provision and that any person violating the provisions of
16 said California state law may be guilty of a crime.

17 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall
18 be subject to the confidentiality requirements of this Agreement.

19 31.5 CONTRACTOR agrees to maintain the confidentiality of its records
20 with respect to Juvenile Court matters, in accordance with WIC Section 827,
21 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
22 regarding Confidentiality, as it now exists or may hereafter be amended.

23 31.5.1 No access, disclosure, or release of information
24 regarding a child who is the subject of Juvenile Court proceedings shall be
25 permitted except as authorized. If authorization is in doubt, no such
26 information shall be released without the written approval of a Judge of the
27 Juvenile Court.

28 31.5.2 CONTRACTOR must receive prior written approval of the

1 Juvenile Court before allowing any child to be interviewed, photographed, or
2 recorded by any publication or organization, or to appear on any radio,
3 television, or internet broadcast or make any other public appearance. Such
4 approval shall be requested through child's Social Worker.

5 32. SECURITY

6 32.1 Security Requirements

7 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all
8 COUNTY and COUNTY-related records and information pursuant to all statutory
9 laws relating to privacy and confidentiality that currently exists or exists
10 at any time during the term of this Agreement. CONTRACTOR represents and
11 warrants that it has implemented and will maintain during the term of this
12 Agreement administrative, physical, and technical safeguards to reasonably
13 protect private and confidential client information, to protect against
14 anticipated threats to the security or integrity of COUNTY data, and to
15 protect against unauthorized physical or electronic access to or use of COUNTY
16 data. Such safeguards and controls shall include at a minimum:

17 32.1.1.1 Storage of confidential paper files that
18 ensures records are secured, handled, transported, and destroyed in a manner
19 that prevents unauthorized access.

20 32.1.1.2 Control of access to physical and electronic
21 records to ensure COUNTY data is accessed only by individuals with a need to
22 know for the delivery of contract services.

23 32.1.1.3 Control to prevent unauthorized access and to
24 prevent CONTRACTOR employees from providing COUNTY data to unauthorized
25 individuals.

26 32.1.1.4 Firewall protection.

27 32.1.1.5 Use of encryption methods of electronic
28 COUNTY data while in transit from CONTRACTOR networks to external networks.

1 when applicable.

2 32.1.1.6 Measures to securely store all COUNTY data,
3 including, but not be limited to, encryption at rest and multiple levels of
4 authentication and measures to ensure COUNTY data shall not be altered or
5 corrupted without COUNTY's prior written consent. CONTRACTOR further
6 represents and warrants that it has implemented and will maintain during the
7 term of this Agreement administrative, technical, and physical safeguards and
8 controls consistent with State and federal security requirements.

9 32.2 Security Breach Notification

10 32.2.1 CONTRACTOR shall have policies and procedures in place
11 for the effective management of Security Breaches, as defined below. In the
12 event of any actual, attempted, suspected, threatened, or reasonably
13 foreseeable circumstance CONTRACTOR experiences or learns of that either
14 compromises or could reasonably be expected to comprise COUNTY data through
15 unauthorized use, disclosure, or acquisition of COUNTY data ("Security
16 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After
17 such notification, CONTRACTOR shall, at its own expense, immediately:

18 32.2.1.1 Investigate to determine the nature and
19 extent of the Security Breach.

20 32.2.1.2 Contain the incident by taking necessary
21 action, including, but not limited to, attempting to recover records, revoking
22 access, and/or correcting weaknesses in security.

23 32.2.1.3 Report to COUNTY the nature of the Security
24 Breach, the COUNTY data used or disclosed, the person who made the
25 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has
26 done or will do to mitigate any harmful effect of the unauthorized use or
27 disclosure, and the corrective action CONTRACTOR has taken or will take to
28 prevent future similar unauthorized use or disclosure.

1 32.2.2 The COUNTY, at its sole discretion and on a case-by-case
2 basis, will determine what actions are necessary in response to the Security
3 Breach and who will perform these actions. Actions may include, but are not
4 limited to: notifications; investigation and remediation costs, including
5 notification of all whose personal information was disclosed; outside
6 investigation; forensics; counsel; crisis management; and credit monitoring.
7 In the event COUNTY determines CONTRACTOR will conduct additional action(s),
8 CONTRACTOR shall bear the costs. In the event COUNTY conducts additional
9 actions(s) arising out of or in connection with a Security Breach, CONTRACTOR
10 shall reimburse COUNTY for costs associated to legally required actions.

11 33. COPYRIGHT ACCESS

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

16 34. WAIVER

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

25 35. PETTY CASH

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

28 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

1 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.
2 The use and/or reproduction of COUNTY's name, logos, or symbols for any
3 purpose, including commercial advertisement, promotional purposes,
4 announcements, displays, or press releases, without COUNTY's prior written
5 consent is expressly prohibited.

6 36.2 CONTRACTOR may develop and publish information related to this
7 Agreement where all of the following conditions are satisfied:

8 36.2.1 ADMINISTRATOR provides its written approval of the
9 content and publication of the information at least thirty (30) days prior to
10 CONTRACTOR publishing the information, unless a different timeframe for
11 approval is agreed upon by the ADMINISTRATOR;

12 36.2.2 Unless directed otherwise by ADMINISTRATOR, the
13 information includes a statement that the program, wholly or in part, is
14 funded through County, State, and Federal Government funds;

15 36.2.3 The information does not give the appearance that the
16 COUNTY, its officers, employees, or agencies endorse:

17 36.2.3.1 Any commercial product or service; and,

18 36.2.3.2 Any product or service provided by
19 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

20 36.2.4 If CONTRACTOR uses social media (such as Facebook,
21 Twitter, YouTube, or other publicly available social media sites) to publish
22 information related to this Agreement, CONTRACTOR shall develop social media
23 policies and procedures and have them available to the ADMINISTRATOR.
24 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
25 they pertain to any social media developed in support of the services
26 described within this Agreement. The policy is available on the Internet at
27 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

28 37. REPORTS

1 37.1 CONTRACTOR shall provide information deemed necessary by
2 ADMINISTRATOR to complete any State-required reports related to the services
3 provided under this Agreement.

4 37.2 CONTRACTOR shall maintain records and submit reports containing
5 such data and information regarding the performance of CONTRACTOR's services,
6 costs, or other data relating to this Agreement, as may be requested by
7 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
8 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

9 38. ENERGY EFFICIENCY STANDARDS

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

13 39. ENVIRONMENTAL PROTECTION STANDARDS

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

19 39.1 No facility to be utilized in the performance of the proposed
20 grant has been listed on the EPA List of Violating Facilities;

21 39.2 It will notify COUNTY prior to award of the receipt of any
22 communication from the Director, Office of Federal Activities, U.S. EPA,
23 indicating that a facility to be utilized for the grant is under consideration
24 to be listed on the EPA List of Violating Facilities; and

25 39.3 It will notify COUNTY and EPA about any known violation of the
26 above laws and regulations.

27 40. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
28 FEDERAL TRANSACTIONS

1 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law
2 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect
3 to those provisions set down by the OMB and published in the Federal Register
4 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these
5 laws and regulations, it is mutually understood that any contract which
6 utilizes federal monies in excess of \$100,000 must contain, and CONTRACTOR
7 must certify compliance utilizing a form provided by ADMINISTRATOR that cites
8 the following:

9 40.1.1 The definitions and prohibitions contained in the clause
10 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to
11 Influence Certain Federal Transactions, included in this solicitation, are
12 hereby incorporated by reference in Subparagraph B of this certification.

13 40.1.2 The offeror, by signing its offer, hereby certifies to
14 the best of his or her knowledge and belief as of December 23, 1989, that

15 40.1.2.1 No federal appropriated funds have been paid
16 or will be paid to any person for influencing or attempting to influence an
17 officer or employee of any agency, a Member of Congress, an officer or
18 employee of Congress, or an employee of a Member of Congress on his or her
19 behalf in connection with the awarding of any federal contract, the making of
20 any federal grant, the making of any federal loan, the entering into of any
21 cooperative agreement, and the extension, continuation, renewal, amendment, or
22 modification of any federal contract, grant, loan or cooperative agreement;

23 40.1.2.2 If any funds other than federal appropriated
24 funds (including profit or fee received under a covered federal transaction)
25 have been paid, or will be paid, to any person for influencing or attempting
26 to influence an officer or employee of any agency, a Member of Congress, an
27 officer or employee of Congress, or an employee of a Member of Congress on his
28 or her behalf in connection with this solicitation, the offeror shall complete

1 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying
2 Activities, to the Contracting Officer; and

3 40.1.2.3 He or she will include the language of this
4 certification in all subcontract awards at any tier and require that all
5 recipients of subcontract awards in excess of \$100,000 shall certify and
6 disclose accordingly.

7 40.1.3 Submission of this certification and disclosure is a
8 prerequisite for making or entering into this Agreement imposed by Section
9 1352, Title 31, USC. Any person who makes an expenditure prohibited under
10 this provision or who fails to file or amend the disclosure form to be filed
11 or amended by this provision, shall be subject to a civil penalty of not less
12 than \$10,000, and not more than \$100,000, for each such failure.

13 41. POLITICAL ACTIVITY

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

17 42. TERMINATION PROVISIONS

18 42.1 ADMINISTRATOR may terminate this Agreement without penalty,
19 immediately with cause or after thirty (30) days written notice without cause,
20 unless otherwise specified. Notice shall be deemed served on the date of
21 mailing. Cause shall include, but not be limited, to any breach of contract,
22 any partial misrepresentation whether negligent or willful, fraud on the part
23 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's
24 reasonable control, and repeated or continued violations of COUNTY ordinances
25 unrelated to performance under this Agreement that, in the reasonable opinion
26 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and
27 regulations. Exercise by ADMINISTRATOR of the right to terminate this
28 Agreement shall relieve COUNTY of all further obligations under this

1 Agreement.

2 42.2 For ninety (90) calendar days prior to the expiration date of this
3 Agreement, or upon notice of termination of this Agreement ("Transition
4 Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly
5 transfer of service responsibilities, case records, and pertinent documents.
6 The Transition Period may be modified as agreed upon in writing by the
7 parties. During the Transition Period, service and data access shall continue
8 to be made available to COUNTY without alteration. CONTRACTOR also shall
9 assist COUNTY in extracting and/or transitioning all data in the format
10 determined by COUNTY.

11 42.3 In the event of termination of this Agreement, cessation of
12 business by CONTRACTOR, or any other event preventing CONTRACTOR from
13 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data
14 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if
15 requested to do so on such media as reasonably requested by COUNTY, even if
16 COUNTY is then or is alleged to be in breach of this Agreement.

17 42.4 The obligations of COUNTY under this Agreement are contingent upon
18 the availability of federal and/or State funds, as applicable, for the
19 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
20 for the services hereunder in the budget approved by the Orange County Board
21 of Supervisors each fiscal year this Agreement remains in effect or operation.
22 In the event that such funding is terminated or reduced, ADMINISTRATOR may
23 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
24 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
25 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
26 notification of such determination. CONTRACTOR shall immediately comply with
27 ADMINISTRATOR's decision.

28 42.5 If any term, covenant, condition, or provision of this Agreement

1 or the application thereof is held invalid, void, or unenforceable, the
2 remainder of the provisions in this Agreement shall remain in full force and
3 effect and shall in no way be affected, impaired, or invalidated thereby.

4 43. GOVERNING LAW AND VENUE

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

14 44. SIGNATURE IN COUNTERPARTS

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

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

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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

NEW ALTERNATIVES, INC.

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

DIRECT SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide services to Participants of Wraparound Orange County (Wrap OC) referred by ADMINISTRATOR. Participants include children/youth and Non-Minor Dependent (NMD) youth who meet any of the following criteria:

1.1.1 Ages birth to eighteen (0-18) years, who have been adjudicated as either a dependent or ward of the juvenile court pursuant to [California Welfare and Institutions Code \(WIC\)](#) Sections 300 or 602, and who are at risk of or placed in [congregate care or, in a ~~group home~~ Short-Term Residential Treatment Program \(STRTP\), or in a Group Home](#) licensed by California Department of Social Services (CDSS) at a Rate Classification Level (RCL) of ~~ten to sixteen (10-16);~~;

1.1.2 NMD pursuant to WIC Section 11400(v), which is a foster youth who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years;

1.1.3 Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or ~~resource~~[Resource](#) parent (formerly foster parent) who has agreed to participate in Wrap OC; and/or

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

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

24 1.2 Services shall also be extended to the following:

25 1.2.1 Families of Participants as described in ~~this Exhibit~~
26 Subparagraph 1.1 of this Exhibit A, as directed by COUNTY;

27 1.2.2 Wraparound-eligible Participants residing with relatives
28 or caretakers in a contiguous county outside of Orange County (i.e., Los

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

5 1.2.3 Families of Participants participating in the Adoption
6 Assistance Program (AAP), Treatment Foster Care Oregon - Orange County (TFCO-
7 OC), Multidimensional Treatment Individualized Plan (MTIP), Emergency
8 Response/Family Maintenance Collaborative Services (ER/FMCS), and/or the
9 Multi-Disciplinary Consultation Team (MDCT), and/or other programs as deemed
10 appropriate by ADMINISTRATOR.

11 2. SERVICE STANDARDS

12 2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are
13 incorporated herein by reference and as outlined in the Wrap OC Plan, as well
14 as State laws and regulations pertaining to Wraparound as now exist or are
15 amended, ~~hereinafter~~ hereafter.

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

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

27 2.4 CONTRACTOR shall recruit, hire, and maintain staff ~~that~~
28 ~~can~~ qualified to provide services to the diverse population served by Wrap OC.

1 CONTRACTOR's staff shall have the language skills and cultural awareness
2 necessary to communicate fully and effectively with Participants and
3 Participants' families in settings that are community-based and/or accessible
4 to diverse communities.

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

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

14 2.7 CONTRACTOR shall continue to develop ~~and~~ implement, and document
15 policies and procedures that are culturally responsive, as ~~established and~~
16 ~~provided~~ determined by COUNTY. Such efforts include, but are not limited to,
17 the following:

18 2.7.1 Participation in COUNTY-sponsored and other applicable
19 training;

20 2.7.2 ~~Availability of~~ Providing literature, brochures, and other
21 paperwork Participants and Participants' families are required to sign, ~~and~~
22 ~~other literature~~ in multiple COUNTY-recognized threshold languages and formats
23 as appropriate; and

24 2.7.3 Identification of measures taken to enhance accessibility
25 for and ~~sensitivity~~ responsiveness to individuals and communities who exhibit
26 physical, mental, developmental, and/or other challenges.

27 2.8 CONTRACTOR shall ensure language translation needed for Wrap OC
28 shall be provided by qualified staff and not by the Participant and/or

Participant's parent/caregiver/family members or any minor youth or children.

2.8.1 ~~CONTRACTOR shall utilize appropriate and qualified language translation and interpretation staff as needed.~~ In addition to language skills, a qualified interpreter need not be trained in mental health services, but must have the ability to accurately translate terms associated with mental illness, psychotropic medications, and cultural beliefs and practices.

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

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

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

2.12 CONTRACTOR shall adhere to the Wrap OC model that recognizes phases of progression from dependence to self-sufficiency. Interventions, including the intensity of support provided by CONTRACTOR's Care Coordinator, Parent Partner, and TFCO-OC Youth Partner or Youth Partner, shall be adjusted to reflect the Participant and the Participant's family's progression through ~~the~~ these phases. Family involvement, family decision-making, reliance on formal supports and development of informal supports, are other factors that

1 are expected to change with successful movement through the different phases.
2 The phases of Wrap OC ~~are~~, subject to change by ADMINISTRATOR based on
3 research and best practices, ~~but~~ currently include the following four (4)
4 phases:

5 2.12.1 Engagement

6 The Engagement phase is focused on the initial stage of
7 Wrap OC planning and encompasses initial ~~team~~Wrap CFT development through
8 face-to-face contact with the Participant and Participant's family, as well as
9 either face-to-face or telephone contact with potential Wrap CFT members.
10 Formal Wrap OC meetings may or may not occur during the initial ~~part of the~~
11 ~~engagement~~Engagement phase, as the Care Coordinator is gathering Participant
12 and Participant's family perspectives through interviews, ~~in order to get a~~
13 ~~sense of~~ access the family strengths, needs, and ~~needs as well as~~ concerns by
14 ~~all involved in~~ the ~~team~~Wrap CFT. Family ~~engagement~~Engagement occurs
15 throughout the Participant's involvement in the Wrap OC process.

16 2.12.2 Planning

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

2.12.3 Implementation

This phase ~~follows~~ directly after follows the completion of the initial POC and Safety Plan ~~have been completed~~. During this phase, the Participant and Wrap CFT meet regularly, with the express purpose of modifying and adjusting the POC and Safety Plan based on ~~information about~~ the follow-through and effectiveness of the interventions within the POC. ~~The initial POC provides the framework for moving into the Implementation Phase.~~

2.12.4 Transition

This phase occurs when the initial POC has been implemented and modified over time and a comprehensive set of interventions ~~has been~~ are successfully delivered to ~~facilitate~~ achieve the desired outcomes. Effective transition planning ~~shall occur in~~ is a thoughtful ~~fashion~~ process that engages the entire Wrap CFT in decision-making, supports rather than abandons the family, and helps the Participant and the Participant's family move closer toward maximum positive functioning and self-sufficiency, free ~~of~~ ~~system interference, rather than simply moving the Participant and Participant's family from~~ services, reliance on formal supports. The formal transition phase can range from two (2) weeks ~~and up~~ to three (3) months.

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

2.14 CONTRACTOR shall use the POC as the structural tool and road map to ensure that all Wrap CFT members focus on a common goal; maximize the family strengths to ~~reach~~ achieve the goal; agree on the family needs, as prioritized by the Wrap CFT; and respect the community's needs and the

1 referring agency's needs, as reflected in any existing court orders, laws and
 2 regulations of the community and/or referring agency. Family involvement in
 3 accepting ownership of the POC is critical to success and is expected to
 4 increase with progression toward self-sufficiency. The POC elements for each
 5 Participant shall include, but not be limited to, ~~Participant's~~ the following
 6 elements:

7 2.14.1 Date the case is assigned, completed, and approved;

8 2.14.2 Wrap CFT Vision Statement;

9 2.14.3 Specific needs ~~and in~~ applicable life areas;

10 2.14.4 ~~Types of Involved parties and who is responsible for~~
 11 specific actions ~~or and~~ interventions ~~and responsible party~~;

12 2.14.5 Service provider(s);

13 2.14.6 Strengths of each Wrap CFT member;

14 2.14.7 Funding source(s) for actions and/or interventions;

15 2.14.8 Estimated date(s) of completion for actions and/or
 16 interventions;

17 2.14.9 Progress and outcomes in prior month(s);

18 2.14.10 Continuing service(s); and

19 2.14.11 Discontinued service(s) and reason for discontinuation
 20 including, but not limited to, the following:

21 ~~2.14.11.1~~ Effective outcomes, therefore services ~~no~~
 22 ~~longer needed~~;

23 ~~2.14.11.2~~ Ineffective, therefore services ~~no longer~~
 24 ~~needed~~;

25 ~~2.14.11.3~~ 2.14.11.1 Other reason(s) service(s) are no
 26 longer needed;

27 2.14.11.2 Ineffective services and, therefore,
 28 discontinued;

~~2.14.11.4~~ 2.14.11.3 Added service(s) and reason; and

~~2.14.11.5~~ 2.14.11.4 Service cost by unit and ~~by~~ total.

2.15 CONTRACTOR shall ensure that each POC and Safety Plan is developed and supported by the Wrap CFT, as evidenced by signatures of ~~the~~ all Wrap CFT members. The POC signature sheets shall identify each member ~~by his or her status~~ as a formal or informal ~~supports~~ support.

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

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

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

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

2.19.1 ~~Understand~~ Understanding the Participant's unique needs;

2.19.2 ~~Become~~ Becoming informed advocates for the Participant;

2.19.3 ~~Negotiate~~ Navigating formal systems, such as Juvenile Court, schools, and other agencies;

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

2.19.5 ~~Assume leadership positions in~~ Leading parent groups and related forums; and

1 2.19.6 ~~Strengthen~~Strengthening parenting skills.

2 2.20 CONTRACTOR shall provide Participants' families with training and
3 information ~~that will~~to support them in their roles as active, informed
4 decision-makers for, and with, the Participant.

5 2.21 CONTRACTOR shall, at ADMINISTRATOR's direction, utilize
6 Participants and Participants' families to design and ~~deliver~~provide
7 education, training, and staff development ~~that~~to enhance the effectiveness of
8 parent/family-professional partnerships, family-centered services, cultural
9 ~~sensitivity~~responsiveness, and family advocacy and support efforts.

10 2.22 CONTRACTOR shall create opportunities for Participants,
11 Participants' families, and Wrap CFT members to participate in ~~cross~~multi-
12 disciplinary training.

13 3. MEDI-CAL CAPACITY

14 CDSS may change Medi-Cal rates without ~~prior notice~~advance
15 notification. COUNTY ~~shall~~will advise CONTRACTOR upon notice from CDSS that
16 rates have changed. As a result, ~~total payment from~~reimbursement by COUNTY to
17 CONTRACTOR may be less than the Maximum Obligation ~~agreed upon~~referenced in
18 Subparagraph 19.1 of this Agreement.

19 For Medi-Cal billable services provided by CONTRACTOR to Participant(s),
20 COUNTY ~~shall~~will claim reimbursement to the California State Medi-Cal Program
21 for services rendered by CONTRACTOR, to the extent these services are Medi-Cal
22 eligible. CONTRACTOR shall therefore be required to enter into an agreement
23 with the County of Orange Health Care Agency (HCA) for reimbursement of all
24 Medi-Cal eligible services that are not reimbursed through any agreements with
25 ADMINISTRATOR.

26 ~~All payments~~Reimbursements to CONTRACTOR ~~made~~ by HCA ~~shall be~~are interim
27 payments ~~only~~, and subject to ~~Final Settlement~~final settlement in accordance
28 with ~~Cost Reporting~~cost reporting instructions to be provided by COUNTY.

1 CONTRACTOR ~~shall~~will be reimbursed by HCA for ~~the actual cost, up to the~~
 2 ~~maximum obligation in the contract, of providing the~~ Medi-Cal billable
 3 services hereunder; provided further that CONTRACTOR's costs are reimbursable
 4 pursuant to County, State, and federal regulations.

5 HCA will reimburse the actual cost of providing Medi-Cal services.
 6 ADMINISTRATOR ~~shall pay~~will reimburse CONTRACTOR for actual allowable non-
 7 Medi-Cal billable costs incurred and paid by CONTRACTOR, as defined in 2 CFR,
 8 Part 230 or as approved by COUNTY.

9 3.1 CONTRACTOR shall open a Medi-Cal case ~~and complete a Psychosocial~~
 10 ~~Assessment~~from the date the case is opened in Wrap OC for all Participants who
 11 are eligible for and/or should be eligible for Medi-Cal. ~~The Psychosocial~~
 12 ~~Assessment~~All Medi-Cal services shall be ~~used~~billed to Medi-Cal from the date
 13 the case is opened in Wrap OC.

14 ~~3.1~~3.2 CONTRACTOR shall complete a Psychosocial Assessment to
 15 determine medical necessity and to identify Participants who meet Pathways to
 16 Well-Being subclass criteria but who may not have been identified previously.

17 ~~3.2~~ ~~CONTRACTOR shall open cases for all Medi-Cal eligible Participants~~
 18 ~~and complete an assessment to determine medical necessity. All Medi-Cal~~
 19 ~~services shall be billed to Medi-Cal from the date the case is opened in Wrap~~
 20 ~~OC.~~

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

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

27 ~~3.4~~3.5 CONTRACTOR shall enter Medi-Cal data into the Integrated
 28 Record Information System (IRIS) ~~form~~database as directed by ~~COUNTY~~HCA, shall

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

3 ~~3.53.6~~ CONTRACTOR shall ~~be required to~~ submit to HCA and
4 ADMINISTRATOR ~~an "end-of-month"~~ a monthly summary of Participants seen ~~and,~~
5 corresponding Medi-Cal costs, and units of service. CONTRACTOR shall submit
6 ~~monthly programmatic summary~~ reports ~~to HCA no later than twenty (20) calendar~~
7 ~~days following by~~ the ~~end of twentieth (20th) day for~~ the prior month/quarter
8 ~~being reported of~~ service. The summary shall include detailed, written
9 information ~~to explain why Medi-Cal was not billed for on~~ all Participants
10 whose services were not billed to Medi-Cal ~~that month, and confirmation of,~~
11 explaining why Medi-Cal was not billed and confirming COUNTY's ~~prior advance~~
12 written authorization.

13 ~~3.63.7~~ CONTRACTOR's CONTRACTOR shall invoice ~~to~~ HCA for the cost of
14 providing Medi-Cal services ~~shall be~~ on a form approved and/or supplied by
15 HCA, and provide ~~such~~ information ~~as is~~ required by HCA. CONTRACTOR shall
16 submit an invoice by the tenth (10th) day of each month. ~~Invoices received~~
17 ~~after for~~ the ~~due date may not be paid within the same month. Payments to~~
18 ~~CONTRACTOR shall be released no later than thirty (30) calendar days after~~
19 ~~receipt by HCA of a correctly completed invoice form~~ prior month's costs.

20 ~~3.73.8~~ CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly
21 Expenditure and Revenue Report detailing actual costs of providing Medi-Cal
22 billable and non-Medi-Cal billable Wrap OC activities as specified by COUNTY.

23 ~~3.83.9~~ CONTRACTOR's ~~proposed~~ facility shall meet ~~the~~ standards set
24 by the State Department of Health Care Services for Medi-Cal Participants.

25 ~~3.8.13.9.1~~ A CONTRACTOR's Medi-Cal-approved facility ~~must~~ shall
26 comply with the provisions of Section 504 of the Rehabilitation Act of 1973
27 (29 U.S.C. 794 et seq., as implemented in 45 Code of Federal Regulations (CFR)
28 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.

1 12101, et seq.), pertaining to the prohibition of discrimination against
2 qualified persons with disabilities in all programs or activities, as they
3 exist now or may be hereafter amended together with succeeding legislation.

4 4. CASELOAD STANDARDS

5 ADMINISTRATOR may, at its sole discretion, modify the caseload and
6 supervision standards, as referenced in this Paragraph 4 of this Exhibit A,
7 without reducing the level of service to be provided by CONTRACTOR and/or
8 exceeding maximum contract obligation.

9 4.1 CONTRACTOR shall ensure a caseload capacity of up to one hundred
10 twenty (120) active referral slots. ADMINISTRATOR reserves the right to
11 modify caseload capacity.

12 4.2 CONTRACTOR shall provide Wrap OC teams each composed of a Care
13 Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR will
14 determine if a family is assigned either a Youth Partner or a TFCO-OC Youth
15 Partner. Unless otherwise specified, Youth Partner and TFCO-OC Youth Partner
16 are used interchangeably herein. CONTRACTOR shall be required to obtain
17 prior, written approval from ADMINISTRATOR before implementing any change(s)
18 in Wrap OC team composition.

19 4.3 CONTRACTOR shall maintain up to twelve (12) teams
20 ~~composed~~comprised of the following Full Time Equivalent (FTE) staff.
21 ADMINISTRATOR reserves the right to modify the number of teams and the type of
22 staff composing teams.

23 4.3.1 ~~A minimum of four~~Four (4) Wraparound Supervisors, each
24 supervising three (3) teams (see Subparagraph 4.9 through 4.11 below);

25 4.3.2 Twelve (12) Care Coordinators, one (1) per team;

26 4.3.3 Twelve (12) Parent Partners, one (1) per team; and

27 4.3.4 Twelve (12) Youth Partners, one (1) per team.

28 4.4 Bilingual Staff Ratios

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

8 4.4.1 CONTRACTOR shall ~~be required to~~ maintain the following
 9 minimum bilingual staff levels:

10 4.4.1.1 ~~At minimum, two~~Two (2) of the four (4)
 11 Wraparound Supervisors shall be bilingual in Spanish;

12 4.4.1.2 ~~At minimum, six~~Six (6) of the twelve (12)
 13 Care Coordinators shall be bilingual, with ~~at least four to five~~or more (4-5)
 14 ~~specifically~~+) bilingual in Spanish;

15 4.4.1.3 ~~At minimum, six~~Six (6) of the twelve (12)
 16 Parent Partners shall be bilingual, with ~~at least four to five~~or more (4-5)
 17 ~~specifically~~+) bilingual in Spanish; and

18 4.4.1.4 ~~At minimum, six~~Six (6) of the twelve (12)
 19 Youth Partners shall be bilingual, with ~~at least four to five~~or more (4-5)
 20 ~~specifically~~+) bilingual in Spanish.

21 4.5 CONTRACTOR shall ensure that Care Coordinators, Parent Partners,
 22 and Youth Partners maintain an average of fifteen to sixteen (15-16) hours of
 23 services contacts per month, per Participant or Participant's Wrap CFT. ~~The~~
 24 ~~fifteen to sixteen (15-16)~~These hours ~~includes~~include telephone contact, face-
 25 to-face contact with the Participant and/or Participant's family, consultation
 26 time, case management and documentation, and ~~identified~~ crisis time.

27 4.6 CONTRACTOR shall ensure that Care Coordinators, Parent Partners,
 28 and Youth Partners ~~shall~~ each maintain a caseload of up to twelve (12)

1 referral slots. Face-to-face contact with Participant and Participant's
2 family will vary depending on the Wrap OC phase, but shall be a minimum of two
3 (2) hours per month during the Engagement phase and a minimum of one (1) hour
4 per month during other Wrap OC phases.

5 4.7 CONTRACTOR shall ensure that TFCO-OC Youth Partners ~~shall~~ maintain
6 a caseload of up to twelve (12) referral slots. Face-to-face contact will
7 vary depending on the Wrap OC phase and the Participant's level within the
8 TFCO-OC program, but shall be a minimum of one (1) hour weekly, or a minimum
9 as determined by ADMINISTRATOR, during the Participant's placement within the
10 TFCO-OC foster home, and as needed after the Participant's return to ~~his/her~~
11 aftercare family.

12 4.8 ~~To~~CONTRACTOR shall, to the extent allowable under the law,
13 ~~CONTRACTOR's~~ensure that staff ratio of Youth Partners ~~shall~~ reflect the gender
14 ratio of the ~~Participant population being~~ Participants served, ~~particularly~~
15 ~~with~~. Participants who are Probation Wards with the Probation Department, ~~as~~
16 ~~these must~~ shall be assigned a same-gender Youth Partner. ADMINISTRATOR, in
17 its sole discretion, shall determine and approve ratio fluctuations.

18 4.9 CONTRACTOR's Wraparound Supervisors shall supervise a maximum of
19 twelve (12) FTE Wrap OC staff. At ADMINISTRATOR's discretion, CONTRACTOR
20 staff may increase FTE supervision capacity to account for vacancies and
21 emergencies. Supervised staff shall consist of Care Coordinators, Parent
22 Partners, and Youth Partners.

23 4.10 CONTRACTOR shall ~~not allow~~ ensure that Wraparound ~~Supervisor(s)~~
24 ~~to~~Supervisors do not carry or maintain a regular Participant caseload.
25 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours in the
26 event that Wraparound Supervisor(s) is/are in the position of covering a
27 Participant caseload due to staffing issues. ~~CONTRACTOR shall adhere to~~
28 ~~ADMINISTRATOR-approved procedures for notification after standard business~~

1 ~~hours.~~

2 4.11 ~~CONTRACTOR shall not assign~~ CONTRACTOR's Wraparound Director or
3 Wraparound Supervisor(s) ~~to~~ shall not supervise other programs within
4 CONTRACTOR's organization without ~~prior~~ advance, written approval ~~of~~ by
5 ADMINISTRATOR.

6 5. FAMILY TEAM AND PARTICIPANT SERVICES

7 5.1 CONTRACTOR shall assign a Care Coordinator, and/or a Parent
8 Partner, ~~and a Youth Partner~~ to initiate contact with the Participant and
9 ~~his/her~~ Participant's parent(s)/caregiver(s) within two (2) business days of
10 referral assignment by WRIT. ~~Assignment of TFCO-OC Youth Partner shall be at~~
11 ~~the direction of COUNTY's TFCO-OC Clinical Team.~~

12 5.2 CONTRACTOR's Care Coordinator shall initiate contact with the
13 referring party (SSW, DPO, and/or MH Clinician) within three (3) business days
14 of assignment by CONTRACTOR, and shall request a face-to-face meeting ~~to~~
15 ~~schedule a meeting~~ to discuss the referral and initial safety planning. The
16 ~~face-to-face~~ meeting with the referring party is to occur within seven (7)
17 ~~calendar~~ business days of assignment by WRIT.

18 5.3 CONTRACTOR's Care Coordinator and/or Parent Partner shall contact
19 Participant's family within one (1) business day from the face-to-face meeting
20 with referring party. Care Coordinator and Parent Partner shall conduct an
21 initial face-to-face meeting with the Participant's family within fourteen
22 (14) calendar days of assignment by WRIT. ~~Areas of interest~~ Topics to be
23 discussed during the initial meeting shall include, but are not limited to,
24 the following:

25 5.3.1 Wrap OC Goals;

26 5.3.2 Wrap OC Process;

27 5.3.3 Expectations/role of the Referring Party as outlined in
28 the Wraparound Parties Agreement form;

1 5.3.4 Expectations of parent(s) or caregiver(s);

2 5.3.5 Expectation(s) of Participant;

3 5.3.6 Development of the Wrap CFT;

4 5.3.7 Safety issues regarding the Participant and the
5 Participant's parent(s)/caregiver(s); and

6 5.3.8 Stability of housing, childcare, and respite needs.

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

10 5.5 ~~The~~CONTRACTOR's Care Coordinator shall notify the referring party
11 of the date, time, and place of the initial Wrap CFT meeting, ~~as well as all~~
12 subsequent Wrap ~~CFT~~CFTs, court-related and/or school-related meetings
13 involving the Participant. Taking into consideration the family's obligations
14 such as work and school, the Care Coordinator shall schedule Wrap CFT meetings
15 to maximize opportunities for the SSW, DPO, and/or MH Clinician to attend
16 regularly.

17 5.6 CONTRACTOR staff shall ensure the Participant's
18 parent(s)/caregiver(s) or previously authorized adult designee, as determined
19 by the Wrap CFT, is present in the home or at the predetermined meeting
20 location whenever any other team member(s) and/or CONTRACTOR staff are
21 present. CONTRACTOR staff shall not enter a home or commence meetings unless
22 the Participant's parent(s)/caregiver(s) or adult designee is present.

23 5.7 ~~The~~CONTRACTOR'S Care Coordinator shall notify the referring party
24 as soon as possible, but no later than three (3) business days, of changes or
25 cancellations in any meetings involving the Participant.

26 5.8 ~~The~~CONTRACTOR's Care Coordinator shall facilitate the development
27 of an initial POC by the Wrap CFT, and submit the POC to ADMINISTRATOR within
28 one (1) month of assignment (e.g., if assignment date is May 15, POC shall be

1 due on June 15). ~~The~~CONTRACTOR's Care Coordinator shall be responsible for
2 ensuring the POC, and all ensuing POCs, ~~include~~promote the ~~ultimate~~ goal of
3 ~~promoting the~~ self-sufficiency of the family while concurrently addressing the
4 family's unique challenges. ~~The~~CONTRACTOR's Care Coordinator and Wrap CFT
5 shall ensure the POC is:

6 5.8.1 Written and available in English and in the family's
7 primary language, if other than English;

8 5.8.2 Reflective of the culture, values, and beliefs of the
9 Participant~~—and~~, Participant's family, and the referring party's safety
10 concerns;

11 5.8.3 Signed by all ~~applicable members of the~~ Wrap CFT members;

12 5.8.4 Developed and completed in a timely manner as
13 ~~measured~~referenced in Subparagraph 5.8 of this Exhibit A;

14 5.8.5 Viable, with identified supports that are attainable and
15 capable of providing the outlined services that will enable the Participant to
16 remain in a family environment or home-like setting, and minimize the risk of
17 the Participant being placed in ~~group home~~congregate care;

18 5.8.6 Accurate in ~~reflecting~~identifying the issues that
19 resulted in the referral of the Participant and Participant's family to Wrap
20 OC;

21 5.8.7 Re-evaluated by CONTRACTOR, at a minimum ~~once~~ every three
22 (3) months, or ~~on each occasion~~when a change occurs in the Participant and/or
23 Participant's support system, as identified in the POC; and

24 5.8.8 Updated to include the development of an addendum to an
25 active POC ~~anytime~~when a new and/or significant change in circumstances
26 occurs, and/or a need or safety issue arises that was not anticipated or
27 included in the initial POC.

28 5.9 ~~The~~CONTRACTOR's Care Coordinator shall update, modify, and/or

1 extend each POC at three (3) month intervals, or as deemed necessary by the
 2 Wrap CFT and approved by ADMINISTRATOR. The ~~Care Coordinator shall submit the~~
 3 updated, modified, and/or extended POC shall be submitted to ADMINISTRATOR
 4 within seven (7) calendar days of completion.

5 5.10 ~~The~~CONTRACTOR's Care Coordinator shall ~~indicate~~ensure that the POC
 6 signature sheet includes the full name and ~~obtain the~~signature ~~sheet~~ of each
 7 Wrap CFT member present at each Wrap CFT meeting. ~~The signatures~~Signatures
 8 shall ~~signify~~indicate that each Wrap CFT member understands the POC, its
 9 goal(s), and its action plan(s). The signature sheet shall ~~designate~~indicate
 10 the formal/informal status of each Wrap CFT member and the date of the Wrap
 11 CFT meeting.

12 5.11 The Wrap CFT shall develop a viable Safety Plan prior to the
 13 Participant's return home, if applicable, or within one (1) month of
 14 assignment if the Participant is already home when Wrap OC becomes involved.
 15 The Wrap CFT shall also develop an addendum to the current Safety Plan
 16 ~~anytime when~~ there is a new or significant change in safety issues that were
 17 not anticipated or included in the initial Safety Plan. CONTRACTOR shall
 18 ensure the Safety Plan meets, but is not limited to, the following criteria:

19 5.11.1 Written and available in English and the family's primary
 20 language, if other than English;

21 5.11.2 Signed by all applicable ~~members of the~~Wrap CFT members;

22 5.11.3 Developed and completed in a timely manner as
 23 ~~measured~~referenced in Subparagraph 5.11;

24 5.11.4 Viable, with identified supports that are attainable and
 25 capable of providing the outlined services that will enable the Participant to
 26 remain in a family environment or home-like setting and minimize the risk of
 27 the Participant being placed in ~~group home~~congregate care;

28 5.11.5 ~~Reflective of~~Reflect the issues that resulted in the

1 referral of the Participant and the Participant's family to ~~be referred to~~
2 Wrap OC; and

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

6 5.12 ~~The~~CONTRACTOR's shall ensure Care Coordinator, Parent Partner, and
7 Youth Partner ~~shall~~staff provide, or secure, support and crisis/emergency
8 services for each Participant and/or Participant's family by proactive crisis-
9 prevention planning with the Wrap CFT, continual Wrap CFT review of the Safety
10 Plan, and ongoing communication with the Participant and Participant's family
11 through face-to-face contact, telephone contact, or other designated
12 communication system(s) including, but not limited to, text messages and/or
13 electronic mail.

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

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

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

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

4 5.16 ~~At~~CONTRACTOR's Care Coordinator shall, at the end of the initial
5 ~~Wrap CFT meeting, as well as and~~ all subsequent Wrap CFT meetings, ~~the Care~~
6 ~~Coordinator shall restate~~restate assignments team members ~~have agreed to~~
7 ~~accept,~~accepted and ~~shall~~ distribute written action lists to all Wrap CFT
8 members, including deadlines and expectations for tasks to be completed by the
9 next Wrap CFT meeting.

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

16 5.17.1 Distribute copies of the prepared Wrap CFT meeting agenda
17 and sign-in sheet for attendees to sign;

18 5.17.2 ~~Take the lead at~~Lead the Wrap CFT meeting, ensure that
19 each Wrap CFT member signs the meeting sign-in sheet clearly indicating ~~his or~~
20 ~~her~~ first and last names, and using the Action Team Form created at the prior
21 Wrap CFT meeting(s), ask for results of tasks assigned at previous Wrap CFT
22 meetings;

23 5.17.3 Review the team's accomplishments toward meeting
24 identified needs and reassign incomplete tasks, as necessary;

25 5.17.4 Post the Wrap CFT's Strengths List and the family's Needs
26 List where team members can see them at each Wrap CFT meeting. The Care
27 Coordinator and Parent Partner shall use the Strengths List as the framework
28 for Wrap CFT discussions, to successfully acknowledge goals that have been met

1 and to address challenges and/or barriers to goal attainment:

2 5.17.5 Guide the Wrap CFT in modifying and/or updating the POC
3 and Safety Plan to reflect a logical progression in achieving the Wrap CFT's
4 vision;

5 5.17.6 Ensure that the POC sets benchmarks for transitioning
6 each Participant and Participant's family to less restrictive, less intrusive,
7 and less formal services, taking into consideration the ability of families to
8 move through the process at their own pace; and

9 5.17.7 Ensure that adult services and support representatives
10 are included in the Wrap CFTs for Participants who are or may be likely to
11 need formal support services as adults.

12 5.18 ~~The~~CONTRACTOR'S Care Coordinator shall maintain a Medi-Cal chart
13 and a Wrap OC case file for each Participant, as appropriate.

14 5.19 ~~The~~CONTRACTOR'S Care Coordinator shall collaborate with the
15 referring party, the Parent Partner, and the Participant's
16 parent(s)/caregiver(s) to ensure that each Participant and Participant's
17 siblings participating in the Wrap CFT are connected to medical homes.

18 5.20 Conflict Resolution

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

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

1 6. FLEX FUND STANDARDS

2 Flex Funds are accessible for needed supports and services of Wrap OC.
3 Flex Funds may be used for emergencies and/or crisis/safety stabilization,
4 implementation strategies and interventions, recognition activities related to
5 milestone achievements, and celebrations supporting transition. All Flex Fund
6 expenditures submitted for reimbursement are subject to advance written
7 approval by ADMINISTRATOR.

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

11 6.1 CONTRACTOR's use of Flex Funds shall be purposeful and tied to
12 specific goals stated in the POC.

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

20 6.3 Fiscal Strategies

21 6.3.1 CONTRACTOR shall have fiscal strategies in place for
22 implementing the use of Wrap OC ~~using~~ Flex Funds. These strategies shall
23 include, but are not ~~be~~ limited to, the following:

24 6.3.1.1 CONTRACTOR shall reserve a minimum of ten
25 percent (10%) of the contract maximum obligation to be used specifically for
26 Flex Fund purposes.

27 6.3.1.2 CONTRACTOR shall develop a plan to ensure
28 staff has timely access to Flex Funds to promptly address the Participant's

1 and/or Participant's family's needs. ~~This~~The plan ~~shall~~may be evaluated
2 regularly by ADMINISTRATOR, and CONTRACTOR shall ~~be required to~~ make changes
3 ~~accordingly~~ as determined by ADMINISTRATOR.

4 6.3.1.3 CONTRACTOR shall have a mechanism or work
5 flow process in place whereby an emergency Flex Fund request is completed
6 within two (2) business days of the request.

7 6.3.1.4 CONTRACTOR shall ensure expenses are related
8 to interventions utilized for implementing the POC and/or Safety Plan, to help
9 project and strategize services.

10 6.3.1.5 ~~CONTRACTOR shall put in place~~CONTRACTOR's
11 procedures for documenting and accounting for the use of all Flex Funds, ~~which~~
12 shall include retention of comprehensive source documentation in accordance
13 with Paragraph 19 of this Agreement.

14 6.3.1.6 CONTRACTOR shall ~~complete and submit the~~
15 ~~Wraparound Expenditure Form~~collect expenditure information for all purchases
16 made ~~utilizing~~with Flex Funds. ~~The~~Expenditure information shall be submitted
17 using a form must be accompanied or database as provided and requested by
18 ADMINISTRATOR. Flex Fund expenditures submitted with a form shall be signed
19 and dated by the staff who made the purchase and his/her supervisor. All Flex
20 Fund expenditures shall have attached valid, legible source documents (i.e.,
21 itemized receipts, canceled checks, purchase orders, etc.) for each purchase,
22 ~~and shall be signed and dated by the staff who made the purchase and his/her~~
23 ~~supervisor.~~

24 6.3.1.7 CONTRACTOR shall maintain detailed records
25 (including itemized store receipts) of items purchased using gift cards.
26 Usage of gift cards shall be subject to ADMINISTRATOR review and ~~prior~~advance,
27 written authorization.

28 6.3.1.8 CONTRACTOR shall ensure required Flex Fund

1 expense information is entered into ADMINISTRATOR'S database system, correctly
2 and timely.

3 6.3.1.9 CONTRACTOR shall reimburse providers of
4 direct services to Participants for payment of direct, basic needs
5 expenditures authorized through a Participant's POC.

6 6.3.1.10 CONTRACTOR shall not directly reimburse
7 Participant and/or Participant's family member(s) for payment of any
8 expenditure.

9 6.3.1.11 CONTRACTOR shall obtain prior written
10 authorization from ADMINISTRATOR for individual purchases made on behalf of a
11 Participant and/or Participant's family in an amount equal to or over five
12 hundred dollars (\$500) and/or if the expense is expected to continue for three
13 (3) months or more, except as otherwise previously approved and specifically
14 documented in the Family Budget or the Family Emergency Budget.

15 6.3.1.12 CONTRACTOR shall, within three (3) business
16 days, upon request, provide ADMINISTRATOR with documentation supporting any
17 and all expenses utilizing Flex Funds.

18 6.3.1.13 Although by nature Wrap OC necessitates
19 flexibility in the use of funds to create individualized services and supports
20 for Participants and Participants' families, CONTRACTOR shall monitor all
21 funding and justify all expenses as reasonable, age-appropriate, prudent, and
22 in compliance with Wrap OC standards.

23 6.4 Unauthorized Flex Fund Purchase List

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

26 6.4.1 Flex Funds shall not be used to purchase, nor shall
27 COUNTY reimburse CONTRACTOR for purchase, of the following:

28 6.4.1.1 Improvement of land, construction, or

1 permanent improvement(s) of any building or facility:

2 6.4.1.2 Alcoholic beverages, drugs or tobacco
3 products;

4 6.4.1.3 Lottery tickets;

5 6.4.1.4 Credit card or revolving credit account
6 bills;

7 6.4.1.5 Tips in excess of twenty percent (20%) of a
8 meal bill;

9 6.4.1.6 Legal fees, penalties, damages or fines such
10 as, but not limited to, bounced check fees, attorney fees, restitution
11 penalties, damages due to landlords, etc.;

12 6.4.1.7 Federal, State, local, property, and/or
13 business tax assessments;

14 6.4.1.8 Long-term membership contracts or fees (e.g.,
15 multi-year gym memberships, annual contract for ~~karate~~martial art lessons,
16 etc.);

17 6.4.1.9 Inappropriate incentive items including, but
18 not limited to, violent or sexually explicit videos, movies, magazines, books,
19 etc.; or

20 6.4.1.10 Controversial therapy methods such as Holding
21 therapy, Rebirthing therapy, and/or psychophysiological testing (i.e., lie
22 detector tests) and/or controversial treatment programs such as "boot camp"
23 programs utilizing isolation, deprivation, humiliation and/or shaming
24 interventions and tactics.

25 6.5 Family Budget

26 6.5.1 CONTRACTOR shall establish procedures in which the
27 Wraparound Supervisor, in conjunction with the assigned Care Coordinator
28 and/or the Parent Partner, utilize a planning document and develop a strategy

1 and a projected budget for the family.

2 6.5.2 The Family Budget shall include expenditure(s) and
3 CONTRACTOR's interventions related to the implementation of the POC for the
4 Participant and the Participant's Family. Interventions ~~will~~shall be based on
5 anticipated needs and safety issues during the initial three (3) months of
6 Wrap OC. These needs may include, but are not limited to, the following:

7 6.5.2.1 Participant involvement in informal and/or
8 formal services, ~~such as tutoring and/or emotional/behavioral assistance~~
9 ~~programs~~;

10 6.5.2.2 Tutoring and/or emotional/behavioral
11 assistance programs;

12 6.5.2.3 Child care, respite care;

13 6.5.2.4 Suitable clothing, shoes, and/or other basic
14 needs;

15 6.5.2.5 Cost of utilities, (e.g., electricity, gas,
16 sewage, and/or water);

17 6.5.2.6 ~~Documented rental~~Rental assistance,
18 deposit(s), or a single month's rent to avoid eviction, and/or rent and/or
19 deposits for NMDs preparing to live independently;

20 6.5.2.7 ~~Durable goods~~Goods, such as furniture and
21 appliances;

22 6.5.2.8 Emergency medical/dental and/or medication
23 expenses;

24 6.5.2.9 Transportation costs, including costs for car
25 repairs, necessary ~~to enable~~for Participants to travel to and from
26 medical/counseling appointments, school, work, etc.;

27 6.5.2.10 Expenses for family recreational activities
28 (e.g., movies, zoo) ~~which will include~~with a brief statement outlining the

1 therapeutic value of the activity:

2 6.5.2.11 Expenses necessary to assist ~~in~~
3 ~~normalizing~~with enriching the Participant's life (e.g., music, dance, and/or
4 swimming lessons, equipment or fees to participate in a sport, camp, scouting
5 and/or other age-appropriate youth programs, uniforms for employment, etc.);
6 and

7 6.5.2.12 Other needs that promote the Participant's
8 success, safety, and/or permanency in the home, school, and community.

9 6.5.3 The Family Budget shall remain separate and distinct from
10 the family's separate, personal financial budget, which shall continue to be
11 managed by the Participant's parent(s)/caregiver(s).

12 6.5.4 CONTRACTOR shall develop a Family Budget that is
13 specifically related to items in the Participant's POC and includes input from
14 the entire Wrap CFT. CONTRACTOR shall complete and submit the Family Budget
15 to ADMINISTRATOR within one (1) week of completing the applicable POC.

16 6.5.5 CONTRACTOR shall ~~be responsible for monitoring~~monitor and
17 ~~administration of~~administer the Family Budget and ~~for establishing~~establish
18 procedures for CONTRACTOR's staff to access Flex Funds.

19 6.5.6 CONTRACTOR shall ~~be responsible for providing~~provide to
20 ADMINISTRATOR, as part of each POC, justification supporting the Family Budget
21 as prudent and necessary to meet the needs of the Participant and
22 Participant's family and to implement the Wrap OC process. CONTRACTOR shall
23 submit a copy of the Family Budget with each POC.

24 6.5.7 CONTRACTOR shall develop and implement procedures for
25 documenting and accounting for the use of any and all Flex Funds related to
26 each Family Budget.

27 6.6 Family Emergency

28 6.6.1 During participation in Wrap OC, CONTRACTOR ~~may be called~~

1 ~~upon to~~shall utilize Flex Funds to address Participant's Family Emergency
2 expenditure(s), which were not previously addressed in the Family Budget.

3 6.6.2 CONTRACTOR shall monitor and administer the Family
4 Emergency funds and establish procedures for CONTRACTOR staff to access said
5 funds. Family Emergency funds shall be used for, but not be limited to, the
6 following:

7 6.6.2.1 Housing crisis;

8 6.6.2.2 Lack of food or groceries;

9 6.6.2.3 Immediate need for prescription medication(s)
10 or medical attention;

11 6.6.2.4 Participant's family's inability to meet
12 obligation for the cost of utilities;

13 6.6.2.5 Inability of parent(s) and/or caregiver(s) to
14 maintain employment;

15 6.6.2.6 Transportation crisis; and

16 6.6.2.7 Other justified crisis that jeopardizes the
17 permanency and/or placement of the Participant with family.

18 6.6.3 CONTRACTOR shall ~~be responsible for updating~~update the
19 Family Budget to address Family Emergency expense(s) within fourteen (14)
20 calendar days of the occurrence of the emergency.

21 6.7 Additional Costs

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

25 6.7.1 CONTRACTOR shall monitor and administer the use of
26 ~~additional cost~~Additional Cost funds and establish procedures for CONTRACTOR
27 staff to access said funds. Additional ~~cost~~Cost funds shall be used for, but
28 not be limited to, the following:

1 6.7.1.1 Participating in various activities necessary
 2 to develop rapport between the Parent Partner and/or Youth Partner and the
 3 Participant and the Participant's family in the implementation of Wrap OC;

4 6.7.1.2 Celebrations honoring a Participant and/or
 5 Participant's family's success at achieving milestones and concluding Wrap OC;
 6 and

7 6.7.1.3 Providing incentives for Participants and/or
 8 Participants' families that support Wrap OC practices and the development of
 9 Participant permanency and family self-sufficiency.

10 6.7.2 CONTRACTOR shall develop and implement procedures for
 11 documenting and accounting for the use of all Flex Funds related to ~~additional~~
 12 ~~costs~~Additional Costs listed in this Subparagraph ~~6.7.16-14~~ of this Exhibit A.

13 7. TRAINING

14 ADMINISTRATOR will provide initial and ongoing training for all
 15 ~~CONTRACTOR, Care Coordinators, Wraparound Supervisors, Parent Partners and~~
 16 ~~Youth Partners in the delivery of~~ staff employed to deliver services for Wrap
 17 OC. ADMINISTRATOR's designee and/or CDSS may provide subsequent training-~~(s)~~.
 18 At ADMINISTRATOR's discretion, training may be extended to CONTRACTOR's
 19 ~~other~~administrative Wrap OC staff.

20 7.1 CONTRACTOR shall ensure that CONTRACTOR's Wrap OC staff receive
 21 required education, training, and support as deemed necessary by
 22 ADMINISTRATOR, including, but not limited, to the following:

23 7.1.1 Wrap OC Overview Training

24 ADMINISTRATOR's ~~four (4)-hour~~ Wrap OC Overview training
 25 session provides a general overview of the Wrap OC model and principles,
 26 implementation history, target populations, and ADMINISTRATOR/CONTRACTOR
 27 collaborative efforts.

28 7.1.1.1 CONTRACTOR shall ensure that all Wrap OC

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

5 7.1.2 Wrap OC Four (4)-Day Core Training

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

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

15 7.1.2.1 CONTRACTOR's staff shall attend this training
 16 at initial hiring or when changing positions within Wrap OC. CONTRACTOR shall
 17 ensure that ~~each Wraparound Director, Wraparound Supervisor, Care Coordinator,~~
 18 ~~Parent Partner, Youth Partner, and Quality Assurance Coordinator~~ completes all
 19 Wrap OC staff complete training within thirty (30) days of hire date, or as
 20 soon as possible thereafter depending on scheduled training by ADMINISTRATOR.

21 7.1.2.2 ADMINISTRATOR intends to conduct training ~~at~~
 22 least a minimum of two (2) times per calendar year. At ADMINISTRATOR's
 23 discretion, CONTRACTOR shall provide staff to assist with conducting said
 24 training.

25 7.1.3 TFCO-OC Training

26 7.1.3.1 CONTRACTOR shall ensure that ~~each Wraparound~~
 27 ~~Supervisor, Care Coordinator, Parent Partner, and TFCO-~~ all Wrap OC Youth
 28 Partnerstaff assigned to TFCO-OC Participants, ~~completes~~ complete training as

1 soon as possible after hire date, ~~or as soon as possible thereafter depending~~
 2 ~~on~~ as scheduled ~~training~~ by ADMINISTRATOR.

3 7.1.4 Facilitation/~~Database~~ Training

4 Facilitation/~~Database~~ training is a mandatory one (1)-day
 5 training to follow Wrap OC Four (4)-Day Core series. This training is
 6 designed to ~~provide an introduction and instructions on how to use~~
 7 ~~ADMINISTRATOR's database system~~ build Wrap CFT facilitation skills, enhance
 8 community-based service coordination, and model Wrap CFT principles including
 9 the Wraparound model's strength-based, family-centered, team-driven approach.

10 7.1.4.1 CONTRACTOR shall ensure that each Wraparound
 11 Director, Wraparound Supervisor, and Care Coordinator, ~~Parent partner, and~~
 12 ~~Youth Partner~~ completes this training as soon as possible after hire date,
 13 ~~depending on scheduling of training as scheduled~~ by ADMINISTRATOR and/or as
 14 ADMINISTRATOR deems appropriate.

15 7.1.5 Database Training

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

19 7.1.5.1 CONTRACTOR shall ensure that all Wrap OC
 20 staff complete this training as soon as possible after hire date, as scheduled
 21 by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

22 7.1.5.2 CONTRACTOR shall train Wrap OC staff in the
 23 usage of ADMINISTRATOR's database as instructed by ADMINISTRATOR.

24 ~~7.1.5~~ 7.1.6 Wrap OC Institute Training

25 Wrap OC Institute is a mandatory monthly training
 26 designed to provide a forum for dissemination of training to WRIT and all Wrap
 27 OC Provider Agencies on a wide range of applicable topics. The purpose of the
 28 training is to increase CONTRACTOR's staff knowledge and skills related to the

1 Wrap OC process and service delivery and resource linkages, enhance
 2 collaboration among providers and community partners, and strengthen positive
 3 outcomes for children/youth, young adults and families.

4 ~~7.1.5.1~~7.1.6.1 CONTRACTOR shall ensure that ~~each~~
 5 ~~Wraparound Director, Supervisor, Care Coordinator, Parent Partner, and Youth~~
 6 ~~Partner completes~~all staff who deliver Wrap OC attend this monthly mandatory
 7 training as scheduled by ADMINISTRATOR.

8 ~~7.1.6~~7.1.7 Wrap OC Professional Growth Training

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

16 ~~7.1.6.1~~7.1.7.1 CONTRACTOR shall ensure that each
 17 Wraparound Supervisor, Care Coordinator, Parent Partner, and Youth Partner
 18 ~~completes~~attend these mandatory ~~training~~trainings as scheduled by
 19 ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

20 ~~7.1.7~~7.1.8 New Parent Partner Training

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

23 ~~7.1.7.1~~7.1.8.1 CONTRACTOR shall ensure that the
 24 Wraparound Director, Wraparound Supervisors, and Parent Partners complete this
 25 mandatory training as soon as possible after hire date, as scheduled by
 26 ADMINISTRATOR, and/or as ADMINISTRATOR deems appropriate.

27 ~~7.1.8~~7.1.9 New Youth Partner Training

28 New Youth Partner training outlines the roles and

1 expectations of Youth Partners.

2 ~~7.1.8.1~~7.1.9.1 CONTRACTOR shall ensure that the
3 Wraparound Director, Wraparound Supervisors, and Youth Partners complete
4 ~~the~~this mandatory training following the Wrap OC Four (4)-Day Core series as
5 scheduled by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

6 ~~7.1.9~~7.1.10 Medi-Cal Training

7 ~~7.1.9.1~~7.1.10.1 Medi-Cal is a two (2)-day training
8 to follow the Wrap OC Four (4)-Day Core series. CONTRACTOR shall ensure that
9 appropriate Wrap OC staff complete the mandatory training following the Wrap
10 OC Four (4)-Day Core series and/or as ADMINISTRATOR deems appropriate. This
11 training is designed to provide an overview of, but is not limited to, the
12 following:

13 ~~7.1.9.1.1~~7.1.10.1.1 Medi-Cal eligibility and
14 reimbursement guidelines;

15 ~~7.1.9.1.2~~7.1.10.1.2 Health Insurance
16 Portability and Accountability Act (HIPAA) and Office of HIPAA Compliance
17 requirements;

18 ~~7.1.9.1.3~~7.1.10.1.3 Collaboration with
19 treating therapists;

20 ~~7.1.9.1.4~~7.1.10.1.4 Assessment, ~~Client~~
21 ~~Service~~Care Plan (~~CSP~~CP) and medical necessity determinations;

22 ~~7.1.9.1.5~~7.1.10.1.5 Documentation,
23 signatures and authorizations;

24 ~~7.1.9.1.6~~7.1.10.1.6 Data entry and access to
25 IRIS;

26 ~~7.1.9.1.7~~7.1.10.1.7 Case management and
27 rehabilitation services;

28 ~~7.1.9.1.8~~7.1.10.1.8 Intensive Care

1 Coordination (ICC) and In Home Behavior Support (IHBS) activities; and

2 ~~7.1.9.1.9~~7.1.10.1.9 Medi-Cal documentation,
3 chart review and audits.

4 ~~7.1.9.2~~7.1.10.2 CONTRACTOR shall facilitate ongoing
5 regular Medi-Cal documentation trainings to all Wrap OC Provider
6 ~~Agency(ies)~~Agencies' staff, to ensure understanding of compliant Medi-Cal
7 documentation and to provide updates on documentation changes per HCA.

8 ~~7.1.10~~7.1.11 CONTRACTOR Training

9 ~~7.1.10.1~~7.1.11.1 CONTRACTOR shall provide ongoing
10 training for ~~Wraparound Supervisors, Care Coordinators, Parent Partners, TFCO-~~
11 ~~OC Youth Partners, and Youth Partners. Training~~all Wrap OC staff and may be
12 conducted through individual and/or group supervision. Training shall
13 include, but not be limited to, developing skills of ~~Wraparound Supervisors,~~
14 ~~Care Coordinators, Parent Partners, TFCO-OC Youth Partners, and Youth~~
15 ~~Partners~~Wrap OC staff to effectively:

16 ~~7.1.10.1.1~~7.1.11.1.1 Identify, address, and
17 resolve conflict during the facilitation of Wrap CFT meetings, and thereafter,
18 if necessary, to accomplish the family mission;

19 ~~7.1.10.1.2~~7.1.11.1.2 Guide the development of
20 individualized, effective POCs and the timely progression of the Wrap CFT
21 through the phases of Wrap OC;

22 ~~7.1.10.1.3~~7.1.11.1.3 Recognize safety and
23 procedural concerns, and anticipate and prevent crises;

24 ~~7.1.10.1.4~~7.1.11.1.4 Establish and maintain
25 professional boundaries, and identify and effectively resolve instances of
26 poor judgment ~~regarding inappropriate~~resulting from inappropriate boundaries
27 with Participant or Participant's family;

28 ~~7.1.10.1.5~~7.1.11.1.5 ~~Be proactive in~~

1 ~~identifying~~Identify barriers proactively to progress and seeking supervisor
2 assistance;

3 ~~7.1.10.1.6~~7.1.11.1.6 Input data accurately
4 and timely into ADMINISTRATOR's database system;

5 ~~7.1.10.1.7~~7.1.11.1.7 Participate in the
6 Wraparound Fidelity Index (WFI) interviewing process as needed; and

7 ~~7.1.10.1.8~~7.1.11.1.8 Administer pre- and
8 post-tests in a format ~~and~~ as requested by ADMINISTRATOR.

9 7.2 CONTRACTOR shall have a training and staff development plan that
10 includes topics in accordance with CDSS SB 163. Said plan shall adhere to and
11 may supplement ADIMINISTRATOR's Wraparound Training Plan.

12 7.3 CONTRACTOR shall provide supervision that emphasizes the values
13 and principles of Wrap OC and the implications of the values for practice,
14 programs, and systems.

15 7.4 CONTRACTOR staff shall be mentored and coached on an ongoing basis
16 by experienced peers to ensure high-quality implementation of the values and
17 processes of Wrap OC.

18 7.5 CONTRACTOR shall develop clear priorities for the implementation
19 of coordinated and collaborative training opportunities with the broader
20 system-of-care partners to ensure alignment on service direction,
21 implementation, and training content.

22 7.6 CONTRACTOR shall participate in the development of training
23 materials and the provision of training as part of the Wrap OC Training
24 Committee. CONTRACTOR shall also participate in the development of additional
25 training materials and additional training for Wrap OC Provider Agency(~~ies~~)
26 staff and COUNTY staff, as may be required by the ADMINISTRATOR.

27 7.7 CONTRACTOR shall ensure that each Care Coordinator, Parent
28 Partner, and Youth Partner attends service coordination meetings provided by

1 the Wrap OC Support Services provider.

2 8. REPORTING

3 8.1 In addition to reporting requirements referenced in Paragraph 37
4 of this Agreement, CONTRACTOR shall establish procedures, as approved by
5 ADMINISTRATOR, to document fiscal and service delivery data regarding Wrap OC.

6 8.2 CONTRACTOR shall submit to ADMINISTRATOR Wrap OC data in formats
7 that shall include, but are not limited to, ~~month~~monthly and year-to-date
8 summaries as well as fiscal and service delivery data. ~~CONTRACTOR shall enter~~
9 ~~required data into ADMINISTRATOR's database system.~~

10 8.3 CONTRACTOR shall enter required data into ADMINISTRATOR's database
11 system by the tenth (10th) day of the following month for preceding month's
12 data. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to modify
13 the frequency ~~that the of~~ reports ~~are~~ submitted to ADMINISTRATOR.

14 8.4 Wraparound Phase and Progress Report

15 8.4.1 CONTRACTOR shall enter and maintain current data in
16 ADMINISTRATOR's database system ~~in order~~ to generate accurate reports, which
17 include, but are not limited to, the following:

18 8.4.1.1 Participant's first and last name;

19 8.4.1.2 Name of Care Coordinator, Parent Partner, and
20 Youth Partner assigned to each Participant's case;

21 8.4.1.3 The current Wrap OC phase, as described in
22 Subparagraph 2.12 of this Exhibit A, of the Participant's case;

23 8.4.1.4 The date(s) the first face-to-face meeting(s)
24 occurred between the Participant and/or the Participant's family and the Care
25 Coordinator, Parent Partner and Youth Partner;

26 8.4.1.5 The date(s) the most recent face-to-face
27 meeting(s) between the Participant and/or the Participant's family and the
28 Care Coordinator, Parent Partner and Youth Partner occurred during the month;

1 8.4.1.6 The frequency with which face-to-face
2 meetings between the Participant and/or the Participant's family and the Care
3 Coordinator, Parent Partner and Youth Partner occurred during the month;

4 8.4.1.7 The date and version number of the current
5 POC or POC Addendum;

6 8.4.1.8 A notation as to whether the Participant's
7 case is CalWORKs related;

8 8.4.1.9 The name of each Care Coordinator, the number
9 and names of Participants and Participants' families, and number of Wrap OC
10 Referral Slots assigned to each specific Care Coordinator;

11 8.4.1.10 The name of each Parent Partner, the number
12 and names of Participants and Participants' families, and number of Wrap OC
13 Referral Slots assigned to each specific Parent Partner;

14 8.4.1.11 The name of each Parent Partner and the
15 number of Wrap OC Referral Slots assigned per Parent Partner;

16 8.4.1.12 The name of each Care Coordinator and the
17 number of Wrap OC Referral Slots assigned per Care Coordinator;

18 8.4.1.13 The name of each Youth Partner and the number
19 and names of Participants assigned to each specific Youth Partner;

20 8.4.1.14 The name of each TFCO-OC Youth Partner and
21 the number and names of Participants assigned to each specific TFCO-OC Youth
22 Partner;

23 8.4.1.15 The name of each Wraparound Supervisor and
24 the number of Parent Partners, Care Coordinators, and Youth Partners
25 supervised by each specific Wraparound Supervisor;

26 8.4.1.16 The number of cases for which contact between
27 Care Coordinator/Parent Partner/Youth Partner and Participant and/or
28 Participant's family was initiated within three (3) business days of case

1 assignment to Provider;

2 8.4.1.17 The name of each TFCO-OC Youth Partner and
3 the number and names of TFCO-OC Participants assigned to each TFCO-OC Youth
4 Partner;

5 8.4.1.18 The number of Emergency CFT meetings and Wrap
6 CFT meetings held during the month;

7 8.4.1.19 A description of Provider's progress in
8 implementing each Participant's specific Wrap OC Phase, the success and/or
9 shortfalls in implementation, and strategies for improvement;

10 8.4.1.20 A list of all informal supports and community
11 resources identified and made available to Participants and Participants'
12 families, the successes and failures in obtaining and/or incorporating said
13 supports, and resources, and strategies for improvement; and

14 8.4.1.21 A list of all PNP services identified and
15 made available to Participants and Participants' families, the successes and
16 failures in obtaining and/or implementing services, and strategies for
17 improvement.

18 8.5 Child Out of Home Report (COR)

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

23 8.5.1 CONTRACTOR shall immediately, or no later than the next
24 business day, update COR in the ADMINISTRATOR'S database system, upon the
25 Participant's return to the home or upon receipt of information concerning
26 Participant's whereabouts. COR information shall include, but not be limited
27 to:

28 8.5.1.1 Participant's name;

1 8.5.1.2 Date of placement;

2 8.5.1.3 Date of Legal Status Change (i.e. Ward or
3 Dependent of the Juvenile Court and/or engaged in Family Reunification [FR],
4 Family Maintenance [FM], Voluntary Family Services [VFS], Adoption Assistance
5 Program [AAP], etc.);

6 8.5.1.4 Name of placement or placement facility and
7 location of placement or placement facility; and

8 8.5.1.5 Date Participant was removed from and/or
9 returned to placement, as applicable.

10 8.6 Wrap OC Flex Fund Report

11 8.6.1 CONTRACTOR shall enter all Flex Fund expenditures for the
12 previous month into ADMINISTRATOR's database system no later than the
13 fifteenth (15th) of each month. Flex Fund expenditure information shall
14 include, but not be limited to, the following:

15 8.6.1.1 Payment(s) made utilizing Flex Funds for
16 commodities and/or services identified in each POC;

17 8.6.1.2 The relevance of the purchase or expenditure
18 to the POC;

19 8.6.1.3 How the commodity and/or service(s) impacted
20 the Participant and/or Participant's family within the POC timeframe; and

21 8.6.1.4 The type(s) of expense(s) (e.g. food) and
22 funding source(s) (e.g. AAP expenditure).

23 8.7 Wrap OC Outcome Measures Report

24 8.7.1 CONTRACTOR shall cooperate with ADMINISTRATOR, and/or
25 ADMINISTRATOR's designee with the provision of Wrap OC data for the
26 development of Outcome Measures Reports. ADMINISTRATOR shall determine
27 parameters of required data and date(s) data ~~shall be~~ is required. At a
28 minimum, CONTRACTOR shall develop and submit to ADMINISTRATOR, in a format

1 approved by ADMINISTRATOR, periodic reports detailing performance outcome
2 measures including, but not limited to, Participant's success(es) and/or
3 failure(s) meeting Wrap OC goals. ~~Additionally,~~ CONTRACTOR shall comply with,
4 upon written instructions from ADMINISTRATOR, State requirements and standards
5 for other and/or additional performance outcome measures, which may be
6 implemented by ADMINISTRATOR or the State at any time during the term of this
7 Agreement.

8 8.8 Wrap OC Social Services Agency (SSA) and HCA Programmatic Report

9 8.8.1 CONTRACTOR shall develop and submit to ADMINISTRATOR
10 programmatic reports, which shall include a description of CONTRACTOR's
11 progress in implementing the provisions of this Agreement, any pertinent facts
12 and/or interim findings, staff changes, and reasons for any such changes.
13 CONTRACTOR shall state whether CONTRACTOR, is or is not, progressing
14 satisfactorily in achieving all of the terms of this Agreement and if not,
15 shall specify what steps will be taken to achieve satisfactory progress.

16 8.9 Miscellaneous Wrap OC Reports

17 8.9.1 CONTRACTOR shall comply with ADMINISTRATOR's request for
18 additional reports regarding the Participant's implementation and/or progress
19 in Wrap OC. Reports shall be prepared in a format approved by ADMINISTRATOR.
20 ADMINISTRATOR will provide details as to the nature of the information
21 requested in additional reports, and will allow CONTRACTOR thirty (30)
22 calendar days to respond.

23 8.10 Special Incident Report

24 8.10.1 CONTRACTOR shall complete a Special Incident Report in
25 the event of any incidents of unusual, aggressive, and/or high-risk behavior
26 exhibited by a Participant and/or a Participant's family member(s); any
27 serious injuries or death suffered by any party during any Participant's
28 and/or Participant's family's participation in Wrap OC; breach in Participant

1 and/or Participant's family member's confidentiality; and/or a Participant
2 and/or a Participant's family member(s) exhibit inappropriate behavior. In
3 such event(s), CONTRACTOR shall:

4 8.10.1.1 Use the Special Incident Report form provided
5 by ADMINISTRATOR and state all details of the incident clearly and completely,
6 including actions taken;

7 8.10.1.2 ~~Immediately notify~~Notify ADMINISTRATOR, or
8 designee, by telephone within ten (10) minutes after learning of the
9 occurrence;

10 8.10.1.3 Submit Special Incident Report to
11 ADMINISTRATOR, or designee, within twenty-four (24) hours of the special
12 incident; and

13 8.10.1.4 ~~Immediately report~~Report any and all threats
14 of violence by the Participant and/or Participant's family member(s) to
15 ADMINISTRATOR, or assigned designee, including the assigned DPO and/or SSW
16 and/or MH clinician within ten (10) minutes after learning of the occurrence.

17 9. ADDITIONAL CONTRACTOR RESPONSIBILITIES

18 9.1 In addition to providing the services described in this Exhibit A,
19 CONTRACTOR shall:

20 9.1.1 ~~Clearly identify~~Identify the roles of licensed and
21 unlicensed staff, registered interns, interns, volunteers, and/or student
22 interns. The use of licensed and unlicensed staff, registered interns,
23 interns, volunteers, and/or student interns shall require prior, written
24 approval from ADMINISTRATOR.

25 9.1.2 Prohibit registered interns, interns, volunteers, and
26 student interns employed under this Agreement from transporting Participants
27 and/or Participants' families under any circumstances.

28 ~~9.1.29.1.3~~ 9.1.3 Train CONTRACTOR staff in the usage of ADMINISTRATOR's

1 database system as instructed by ADMINISTRATOR, to collect data and generate
2 reports regarding Wrap OC.

3 ~~9.1.3~~9.1.4 ~~Jointly~~Identify with the Participant and the
4 Participant's family, ~~identify~~ any challenges concerning basic needs of food,
5 shelter, housing, and clothing that the Participant and/or the Participant's
6 family may be experiencing.

7 ~~9.1.3.1~~9.1.4.1 The POC shall clearly list interventions
8 and/or services, utilizing both formal and informal supports, to overcome the
9 identified challenges.

10 ~~9.1.4~~9.1.5 Capitalize on opportunities to provide integrated,
11 coordinated, and easily-accessible community resources for Participant and
12 Participant's family, and link them to these community resources.

13 ~~9.1.4.1~~9.1.5.1 CONTRACTOR shall follow-up to verify the
14 Participant/Participant's family was able to obtain the needed
15 services/resources and document its finding within ninety (90) calendar days
16 of identifying said services/resources on the applicable POC.

17 ~~9.1.5~~9.1.6 ~~Clearly state~~State what changes took place in
18 Participants and Participants' families.

19 ~~9.1.6~~9.1.7 Invite each Participant's assigned SSW, DPO, and/or MH
20 Clinician responsible for on-going services to participate in all CFT
21 meetings.

22 ~~9.1.7~~9.1.8 Require direct service staff to participate in Wrap
23 CFT meetings, Emergency CFT meetings, Multi-disciplinary Team (MDT) meetings,
24 and/or other CFT meetings at the request of ADMINISTRATOR. Wrap CFT,
25 Emergency CFT, MDT, and CFT meetings may occur ~~in the community,~~ at COUNTY
26 offices, ~~and/~~ or at locations other than CONTRACTOR's facility.

27 ~~9.1.7.1~~9.1.8.1 Wrap CFT meetings are scheduled to make
28 certain the needs of the Participant and Participant's family as identified in

1 the POC are met. Every effort is made to ensure each Participant and
2 Participant's family's voice is heard and that Participants and their
3 respective families take ownership of the process. The Wrap OC process is
4 highly individualized for each Participant and Participant's family, and seeks
5 to maximize the capacity of a family to meet the Participant's needs, and to
6 prevent or reduce the need for congregate care ~~such as residential treatment~~
7 ~~facilities~~.

8 ~~9.1.7.2~~9.1.8.2 Emergency CFT meetings are ~~emergency~~
9 ~~meetings and~~ held to address Participant's safety and placement concerns.
10 Emergency ~~CFTs~~ CFT meetings must occur within twenty-four (24) hours of the
11 event that ~~trigger~~triggered the need for an Emergency CFT meeting or change
12 of circumstances.

13 ~~9.1.7.3~~9.1.8.3 CFT meetings, formerly referred to as Team
14 Decision Making meetings, incorporate a strength-based, consensus-driven,
15 respectful process that models directness and honesty regarding risks and
16 concerns involving placement decisions. Through the involvement of families
17 and communities, the CFT process promotes the value that families are experts
18 about themselves, and communities are experts about community resources. CFT
19 meetings may require up to ninety (90) minutes per session.

20 ~~9.1.7.4~~9.1.8.4 MDTs consist of three (3) or more persons
21 who are trained in the prevention, identification, and treatment of child
22 abuse and neglect, and qualified to provide a broad range of services related
23 to child maltreatment. MDT meetings may require up to two (2) hours per
24 session.

25 ~~9.1.8~~9.1.9 Comply with ADMINISTRATOR's conflict resolution
26 strategy in regard to differences of opinion pertaining to the management of a
27 Participant's case.

28 ~~9.1.9~~9.1.10 Ensure all CONTRACTOR staff that ~~transports~~transport

1 Participants and their families have a valid Class C California Driver's
2 License with no serious traffic violations and proof of automobile insurance.

3 ~~9.1.10~~9.1.11 Possess and maintain a current California
4 business license and if applicable, a valid California Group Home License or
5 ~~Short-Term Residential Therapeutic Program (STRTP)~~STRTP License.

6 ~~9.1.11~~9.1.12 Ensure the confidentiality of all information
7 related to Participants and Participants' families. Confidentiality
8 procedures shall meet all local, State, and federal requirements as detailed
9 in Paragraph 31 of this Agreement. Confidentiality shall extend to both the
10 data collected by Provider as well as any printed reports, email communication
11 and/or other related documents. No client personally identifiable information
12 (PII) or other data collected shall be disclosed to anyone without prior
13 written approval of the Participant and ADMINISTRATOR. Provider shall also:

14 ~~9.1.11.1~~9.1.12.1 Utilize a secure method of email
15 communication as directed and approved by COUNTY.

16 ~~9.1.11.2~~9.1.12.2 Utilize a procedure to ensure all
17 client PII and records, open and closed client files, case-related notes,
18 field documents, including personal computers, tablets, cell phones and/or
19 other electronic devices containing such information are secured at all times.

20 ~~9.1.12~~9.1.13 Notify ADMINISTRATOR ~~immediately~~within ten (10)
21 minutes of any breach and/or theft and/or loss of PII.

22 ~~9.1.13~~9.1.14 Notify ADMINISTRATOR ~~immediately~~within ten (10)
23 minutes of any subpoenas received in connection with Wrap OC involving
24 CONTRACTOR, CONTRACTOR's staff, Participant and/or Participant's family.

25 ~~9.1.14~~9.1.15 Appear and testify at Juvenile Court hearings,
26 when requested by ADMINISTRATOR, and comply with all confidentiality
27 requirements related to both testimony and case records production.

28 10. FACILITIES

Administrative services under this Agreement shall be provided at:

New Alternatives, Inc.
1202 W. Civic Center Dr., Ste. 205
Santa Ana, CA 92703

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

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

11. HOURS OF OPERATION

11.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 6:30 a.m. to ~~9:00~~8:00 p.m., and on Saturdays from 9:00 a.m. to 9:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. At least forty percent (40%) of direct services shall be provided Monday through Friday, from ~~5:00~~3:00 p.m. to ~~9:00~~8:00 p.m.

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

11.3 CONTRACTOR is encouraged to provide the contracted services on

1 holidays, whenever possible. Additionally, CONTRACTOR is required to be
2 available to respond to crises and/or emergencies as may be needed on
3 holidays.

4 11.4 CONTRACTOR shall arrange for twenty-four (24)-hour, seven (7) days
5 a week, on-call availability for Wrap OC Participants and Participants'
6 families to address crisis/emergency needs.

7 12. GOALS, OUTCOMES, AND STRATEGIES

8 12.1 Goals

9 The goal of Wrap OC is to keep Participants with their birth
10 families, relative caretakers, NREFMs or ~~r~~Resource families, by providing
11 intensive, comprehensive, integrated and creative interventions, and support
12 services. ADMINISTRATOR will evaluate CONTRACTOR based on the following
13 goals:

14 12.1.1 CONTRACTOR shall provide supportive services to allow
15 Participants to live safely in a family-like setting as an alternative to
16 congregate care, STRTP, or group homes.

17 12.1.2 CONTRACTOR shall provide an individualized process,
18 services, and supports that are family-centered, strength-based, and needs-
19 driven for Participants and their families.

20 12.1.3 CONTRACTOR shall ensure Participant and Participant's
21 parent(s)/caregiver(s) have access to and a voice in the design, delivery and
22 evaluation of the Wrap OC process, interventions, services, and supports.

23 12.1.4 CONTRACTOR shall provide culturally-~~relevant~~ and
24 ~~competent~~responsive services, which are individualized for each Participant
25 and Participant's family's culture, values, norms, strengths, needs, and
26 preferences, and which build on the use of naturally occurring community and
27 family supports and resources.

28 12.1.5 CONTRACTOR shall assist Participants and Participants'

1 families' Wrap CFTs to develop individualized processes and service plans that
2 are outcome-driven and include measurable accountability.

3 12.2 Outcomes

4 12.2.1 Wrap OC shall be outcome-driven, and identified
5 indicators shall accurately reflect progress toward program goals.
6 ADMINISTRATOR will evaluate CONTRACTOR based on the following outcomes:

7 12.2.1.1 A minimum of eighty percent (80%) of
8 Participants who are living in congregate care, group homes, or STRTPs, when
9 referred to Wrap OC, will be returned to ~~a~~-home-like settings within forty-
10 five (45) days of the child/NMD youth's start of participation in Wrap OC.

11 12.2.1.2 A minimum of eighty percent (80%) of
12 Participants will remain in ~~a~~-home-like settings while participating in Wrap
13 OC.

14 12.2.1.3 At time of closure, a minimum of eighty
15 percent (80%) of Participants will live in ~~a family~~ families or family-like
16 settings.

17 12.2.1.4 At time of closure, a minimum of eighty-five
18 percent (85%) of Participants will have been linked to medical homes.

19 12.2.1.5 A minimum of seventy-five percent (75%) of
20 Participants will not experience any substantiated allegations of
21 abuse/neglect while participating in Wrap OC.

22 12.2.1.6 At time of closure, a minimum of seventy-five
23 percent (75%) of Participants will have demonstrated an increase in school
24 attendance.

25 12.2.1.7 A minimum of seventy-five percent (75%) of
26 Family Satisfaction surveys completed will indicate a satisfactory rating of
27 eighty percent (80%) or higher.

28 12.3 Strategies

1 12.3.1 CONTRACTOR's Wraparound Supervisors, Care Coordinators,
2 Parent Partners, and Youth Partners shall administer pre- and post-tests, in a
3 format approved and as requested by ADMINISTRATOR.

4 12.3.2 CONTRACTOR shall measure the outcomes of interventions
5 provided to Participant and Participant's family.

6 12.3.3 CONTRACTOR shall clearly document improvements in the
7 Participants' and Participants' families' level of functioning during and
8 following Wrap OC participation.

9 12.4 ADMINISTRATOR may add, delete or otherwise modify the performance
10 measures identified in Paragraph 12 of this Exhibit A.

11 13. QUALITY ASSURANCE/QUALITY CONTROL

12 13.1 CONTRACTOR shall establish and utilize a comprehensive Quality
13 Control Plan (QCP) in a format approved by ADMINISTRATOR, to monitor the level
14 of program service and quality. CONTRACTOR shall submit a QCP that shall be
15 effective on the contract start date, and shall be updated and resubmitted for
16 ADMINISTRATOR approval when changes occur. The QCP will include, but not be
17 limited to, the following:

18 13.1.1 The method for ensuring the services, deliverables, and
19 requirements defined in the contract are being provided at, or above, the
20 level of Wrap OC quality standards;

21 13.1.2 The method for assuring that all staff rendering services
22 under this Agreement ~~have~~meet the required qualifications;

23 13.1.3 The method for identifying and preventing deficiencies in
24 the quality of service as defined by ADMINISTRATOR's policy; and

25 13.1.4 The method for providing ADMINISTRATOR with a copy of
26 CONTRACTOR's case reviews, a clear description of, and corrective action
27 taken, to resolve identified problems.

28 13.2 CONTRACTOR shall also:

1 13.2.1 Participate with ADMINISTRATOR in the planning, design,
2 and implementation of a Quality Assurance Program;

3 13.2.2 Participate in Quality Assurance/Quality Improvement
4 studies/activities as required by Wraparound Oversight Group (WOG) or WRIT;
5 and

6 13.2.3 Meet monthly with ADMINISTRATOR to discuss trends and
7 resolve Wrap OC practice and process issues identified through the Quality
8 Assurance Program.

9 14. UTILIZATION REVIEW

10 14.1 In addition to audit requirements outlined in Paragraph 24 of the
11 Agreement, CONTRACTOR shall allow SSA Children and Family Services (CFS)
12 Wraparound Liaisons, Quality Assurance, PNP Coordinators, SSA Contract
13 Administrators, HCA Wraparound Liaison(s), HCA Contract Administrator(s),
14 Probation Liaisons, Parent Partner Representative and Support Network
15 Representative to access Participant files for Utilization Reviews (URs), to
16 assess and evaluate CONTRACTOR's documentation, records, and performance.
17 ADMINISTRATOR shall determine frequency of reviews.

18 14.2 CONTRACTOR shall make available, within ~~ten~~five (~~10~~5) days from
19 the date of request by ADMINISTRATOR, a random and/or predetermined
20 selection of CONTRACTOR's case records for those Participants referred by ADMINISTRATOR.
21 The review shall include, but will not be limited to, an evaluation of the
22 necessity and appropriateness of services provided, length of services,
23 timeliness of required reports, and completeness of Participant records.
24 Cases to be reviewed shall be selected by ADMINISTRATOR.

25 14.3 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced
26 in Paragraph 10 of this Exhibit A, with date and time determined at
27 ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written
28 feedback regarding the UR findings. CONTRACTOR shall comply with the findings

1 of the UR and take corrective action accordingly.

2 14.4 In the event CONTRACTOR, ADMINISTRATOR and/or ADMINISTRATOR's
3 designee are unable to resolve differences of opinion regarding the necessity
4 and appropriateness of services and length of services, the dispute shall be
5 submitted to COUNTY's CFS Director for final resolution. Nothing in this
6 subparagraph shall affect COUNTY's termination rights under Paragraph 42 of
7 the Agreement.

8 15. MEETINGS

9 15.1 CONTRACTOR shall attend regularly scheduled meetings with
10 ADMINISTRATOR and other Wrap OC Provider Agency staff, including but not
11 limited to:

12 15.1.1 Training Committee Meetings, which are scheduled monthly
13 for one-and-a-half to two (1½-2) hours to review training needs and upcoming
14 training(s);

15 15.1.2 Monthly Wrap OC Provider Agency Meetings, as scheduled by
16 ADMINISTRATOR;

17 15.1.3 WRIT meetings, which are currently scheduled every
18 Wednesday, to review and discuss POCs and case assignments;

19 15.1.4 Quality Assurance quarterly and/or monthly meetings;

20 15.1.5 Technical Assistance Meetings, which are held quarterly
21 or as determined by ADMINISTRATOR and/or requested by CONTRACTOR, to meet the
22 needs for technical assistance; and

23 15.1.6 COUNTY WOG or WRIT monthly meetings to discuss trends,
24 and to discuss and resolve any Wrap OC Support Service issues.

25 16. INVOICING

26 16.1 In accordance with Subparagraph 19.2 of the Agreement, CONTRACTOR
27 shall submit invoices and supporting documentation to ADMINISTRATOR no later
28 than the fifteenth (15th) calendar day of the month following service

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

3 16.1.1 A completed report listing Flex Fund expenditures for
4 each Participant served during the month;

5 16.1.2 The new or revised POC developed for each Participant
6 served during the month;

7 16.1.3 All applicable Flex Fund Requests and backup
8 documentation;

9 16.1.4 A detailed list of applicable SSA costs in a format
10 approved by ADMINISTRATOR; and

11 16.1.5 A copy of the HCA expenditure/revenue/staffing report for
12 the month services are provided.

13 16.2 It is mutually understood that ADMINISTRATOR may, at its sole
14 discretion, delay processing invoices for payment until all supporting
15 documentation referenced in Subparagraph 16.1 of this Exhibit A is submitted
16 to ADMINISTRATOR.

17 17. BUDGET

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

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

21	<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range</u> <u>Min to Max</u>	<u>Maximum</u> <u>Hourly Rate⁽²⁾</u>	<u>Annual</u> <u>Budget</u>
22	<u>DIRECT SERVICE POSITIONS</u>				
23	Program Director	1.0	35.00-40.00	40.00	83,000
24	Wraparound Supervisor	2.0	23.25-28.00	28.00	107,664
25	Wraparound Supervisor				
26	(bi-lingual)	1.0	23.25-28.00	28.00	53,832
27	Care Coordinator	2.0	17.00-23.00	23.00	84,864
28	Care Coordinator				
	(bi-lingual)	7.0	17.00-23.00	23.00	297,024

1	Parent Partner	4.0	14.00-17.50	17.50	137,528
2	Parent Partner				
2	(bi-lingual)	5.0	14.00-17.50	17.50	171,910
3	Youth Partner	2.0	14.00-17.50	17.50	68,764
3	Youth Partner (bi-	5.0	14.00-17.50	17.50	171,910
4	lingual)				
5	TFCO OC Youth Partner	1.0	14.00-17.50	17.50	34,382
5	TFCO OC Youth Partner	1.0	14.00-17.50	17.50	34,382
6	(bi-lingual)				
6	Quality Assurance	.50	14.00-19.65	19.65	20,436
7	————— SUBTOTAL DIRECT SERVICE SALARIES:				\$1,265,696
8	DIRECT SERVICE BENEFITS⁽³⁾ (25.50% TOTAL)				322,752
9	————— SUBTOTAL DIRECT SALARIES AND BENEFITS:				\$1,588,448
10					
11	<u>ADMINISTRATIVE POSITIONS</u>				
12	Data Entry Clerk	1.63	14.00-24.00	24.00	49,920
12	Bookkeeper	0.55	20.50-32.50	32.50	34,320
13	————— SUBTOTAL ADMINISTRATIVE SALARIES				\$84,240
14	ADMINISTRATIVE SERVICE BENEFITS⁽³⁾ (25.50%) TOTAL)				21,481
15	————— SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS				\$105,721
16	————— TOTAL ALL SALARIES AND BENEFITS				\$1,694,169
17	<u>SERVICES AND SUPPLIES</u>				
17	Office Expense				11,000
18	Program Expense				3,700
18	Telephone				41,931
19	Mileage⁽⁴⁾				56,000
20	Advertising				300
20	Minor Equipment				3,600
21	Training				2,500
21	Independent Audit				2,200
22	Interpreter Services				1,000
23	————— SUBTOTAL SUPPLIES				\$122,231
24	<u>OPERATING EXPENSES</u>				
24	Facility Lease/Rental				39,000
25	Maintenance				2,700
25	Utilities				11,500
26	Insurance				20,400
27	————— SUBTOTAL OPERATING EXPENSES				\$73,600
27	————— SUBTOTAL SALARIES, BENEFITS,				
28	————— SERVICES, SUPPLIES AND OPERATING				\$1,890,000

EXPENSES

~~WRAPAROUND FLEX FUNDS⁽⁶⁾ \$210,000~~
~~TOTAL MAXIMUM COUNTY OBLIGATION (7/1/17 - 6/30/18) \$2,100,000~~

Budget for the Period of July 1, 2018 through June 30, 2021

<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	<u>Hourly Range Min to Max</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>Annual Budget</u>
<u>DIRECT SERVICE POSITIONS</u>				
Program Director	1.00	39.90-45.90	45.90	89,240
Wraparound Supervisor	2.00	25.88-31.88	31.88	120,144
Wraparound Supervisor (bi-lingual)	2.00	25.88-31.88	31.88	120,144
Care Coordinator	6.00	20.40-26.40	26.40	292,032
Care Coordinator (bi-lingual)	6.00	20.40-26.40	26.40	292,032
Parent Partner	6.00	16.28-22.53	22.53	243,732
Parent Partner (bi-lingual)	6.00	16.28-22.53	22.53	243,732
Youth Partner	5.00	16.28-22.53	22.53	203,110
Youth Partner (bi- lingual)	5.00	16.28-22.53	22.53	203,110
TFCO-OC Youth Partner	1.00	16.28-22.53	22.53	40,622
TFCO-OC Youth Partner (bi-lingual)	1.00	16.28-22.53	22.53	40,622
Intake Assessment Coordinator	0.50	25.85-31.85	31.85	30,000
Quality Assurance	1.00	17.00-23.00	23.00	<u>41,600</u>
SUBTOTAL DIRECT SERVICE SALARIES:				\$1,960,120
DIRECT SERVICE BENEFITS ⁽³⁾ (25% TOTAL)				<u>490,080</u>
SUBTOTAL DIRECT SALARIES AND BENEFITS:				\$2,450,200
<u>ADMINISTRATIVE POSITIONS⁽⁴⁾</u>				
Data Entry Clerk	2.00		20.00	70,720
Accounting/Bookkeeper	0.70		37.50	<u>50,232</u>
SUBTOTAL ADMINISTRATIVE SALARIES				\$120,952
ADMINISTRATIVE SERVICE BENEFITS ⁽³⁾ (25% TOTAL)				<u>30,241</u>
SUBTOTAL ADMINISTRATIVE SALARIES/BENEFITS				<u>\$151,193</u>

1	TOTAL ALL SALARIES AND BENEFITS	\$2,601,393
2	<u>SERVICES AND SUPPLIES</u>	
3	Independent Audit	3,450
4	IT Service Providers	6,000
5	Office Expense	15,600
6	Program Expense	5,500
7	Telephone	61,400
8	Mileage ⁽⁵⁾	93,800
9	Advertising	480
10	Minor Equipment	14,500
11	Training	4,180
12	SUBTOTAL SUPPLIES	\$204,910
13	<u>OPERATING EXPENSES⁽⁴⁾</u>	
14	Facility Lease/Rental	39,000
15	Equipment Lease/Rental	18,300
16	Maintenance	7,650
17	Utilities	18,900
18	Insurance	34,847
19	SUBTOTAL OPERATING EXPENSES	\$118,697
20	SUBTOTAL SALARIES, BENEFITS,	
21	SERVICES, SUPPLIES AND OPERATING	\$2,925,000
22	EXPENSES	
23	WRAPAROUND FLEX FUNDS ⁽⁶⁾	\$325,000
24	TOTAL MAXIMUM OBLIGATION (7/1/18 - 6/30/21)	\$3,250,000

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

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

(3) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State

1 Unemployment Tax, and Workers' Compensation Tax, based on the currently
2 prevailing rates; and expense for accrued vacation time payout, for a
3 separated employee, limited to the actual vacation time accrued during the
4 fiscal year in which the expense is claimed, minus the actual vacation time
5 used by the employee during said fiscal year. The overall benefit rate shall
6 not exceed ~~eighteen and a half percent~~ twenty five percent (~~18.5~~25%) of the
7 actual salary expense claimed.

8 (4) Administrative costs are defined as those costs not solely related to
9 direct services to clients, supervision and program costs (e.g., executive
10 director oversight, technology services, accounting, payroll, etc.) shall be
11 held to no more than fifteen (15%) of total gross program costs.

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

13 (6) Flex Fund line item may be changed, deleted, or otherwise modified
14 only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in
15 providing program services without prior approval by ADMINISTRATOR.

16 17.1 Expense for extra pay, including but not limited to, overtime,
17 stipends, bonuses, staff incentives, severance pay, etc., ~~will~~shall not be
18 eligible for reimbursement under this Agreement unless authorized in writing
19 by ADMINISTRATOR. Such authorization shall be considered as an exception and
20 may be approved, on a case-by-case basis, at the sole discretion of
21 ADMINISTRATOR.

22 17.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written
23 notice, to add, delete or modify line items and/or amounts and/or the number
24 and type of FTE positions without changing COUNTY's maximum obligation as
25 stated in Subparagraph 19.1 of this Agreement or reducing the level of service
26 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4
27 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
28 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually

1 agree in writing to proportionately reduce the service goals as set forth in
2 this Exhibit A.

3 18. STAFF

4 ADMINISTRATOR reserves the right to make modifications to minimum
5 staffing education and experience requirements as it deems to be in the best
6 interest of COUNTY.

7 18.1 CONTRACTOR shall provide the following described staff positions
8 and shall submit, to ADMINISTRATOR, proof of education, experience, and
9 licensure and/or license-eligible status in accordance with Subparagraph 26.1
10 of the Agreement.

11 18.2 Program Director

12 Duties

13 18.2.1 Provide oversight and supervision for the Wrap OC
14 Program, including individual supervision of Wraparound Supervisors one (1)
15 time each week and group supervision one (1) time each week.

16 18.2.2 Ensure agency is compliant with staffing requirements and
17 that staff coverage is maintained, including all on-call assignments.

18 18.2.3 Maintain cooperative and effective working relationships
19 with Wrap OC staff to provide maximum support to Participants and families.

20 18.2.4 Provide clarification, direction, support and emergency
21 crisis management to direct services staff, twenty-four (24) hours a day,
22 seven (7) days a week, including holidays, utilizing an on-call system after
23 normal business hours.

24 18.2.5 Participate in mandatory training and ensure Wrap OC
25 staff participate in mandatory trainings as determined by COUNTY.

26 18.2.6 Provide a periodic, as determined by ADMINISTRATOR,
27 review of randomly sampled POCs using the audit tool provided by
28 ADMINISTRATOR.

1 18.2.7 Attend quarterly QA meetings with COUNTY's Wrap OC
2 Program Administrator.

3 18.2.8 Attend monthly WRIT and POC presentations, and all
4 monthly Wrap OC Institute Trainings.

5 18.2.9 Review Individual Service Reports (ISR) for accuracy and
6 submit to County by the contractual deadline.

7 18.2.10 Review Wrap OC expenditure forms and invoices for
8 accuracy and submit to ADMINISTRATOR by the contractual deadline.

9 18.2.11 Facilitate, or designate a Supervisor to facilitate,
10 regular Medi-Cal documentation trainings to all Wrap OC Providers, to ensure
11 understanding of compliant Medi-Cal documentation and provide updates on
12 documentation changes per HCA.

13 18.2.12 Monitor staff's Medi-Cal billing productivity to ensure
14 monthly agreed-upon, Direct Service Hours or Units of Service, expectations
15 are met.

16 18.2.13 Monitor and review Medi-Cal billing and IRIS input to
17 ensure agreement between units of service reported to HCA and ADMINISTRATOR.

18 18.2.14 Monitor and review HCA monthly expenditure/revenue report
19 to ensure agreement between units of service and cost of services reported to
20 HCA and ADMINISTRATOR.

21 18.2.15 Review and verify Flex Fund usage procedures are in
22 compliance with CONTRACTOR's established fiscal strategies, and approve Flex
23 Fund expenditures in excess of five hundred dollars (\$500) per expense.

24 18.2.16 Be responsible for timely and accurate collection and
25 submission of monthly reports and outcome evaluation data, as requested by
26 ADMINISTRATOR.

27 18.2.17 Monitor and maintain ongoing and/or annual required
28 background checks and clearances of all Wrap OC staff.

1 18.2.18 Ensure boundaries are established and maintained between
2 staff and Participants and/or Participants' families.

3 18.2.19 Adhere to the Wrap OC Rules of Conduct as required by
4 CONTRACTOR and ADMINISTRATOR.

5 Qualifications

6 18.2.20 Master's degree in psychology, sociology, social work or
7 a related field from an accredited college or university.

8 18.2.21 Licensed or license-eligible Marriage and Family
9 Therapist (MFT ~~or~~) / Licensed Clinical Social Worker (LCSW ~~or~~) preferred.

10 18.2.22 Three (3) years related counseling experience in addition
11 to ~~at least~~ one (1) year supervisory and administrative experience.

12 18.2.23 Knowledge of theory and techniques of individual, family,
13 and group dynamics, as well as substance abuse issues.

14 18.2.24 One (1) year of experience working with target population
15 as defined in Paragraph 6 of this Exhibit A.

16 18.2.25 Possess a valid California Driver's License and proof of
17 automobile insurance.

18 18.3 Wraparound Supervisor

19 Duties

20 18.3.1 Maintain a staffing schedule ensuring that no more than
21 ~~ten (10)~~ twelve (12) FTE Wrap OC staff, Care Coordinators, Parent Partners, and
22 Youth Partners, are under his/her direct supervision at any time.

23 18.3.2 Maintain cooperative and effective working relationships
24 with staff in order to provide maximum support to Participants and families.

25 18.3.3 Attend ~~a minimum of~~ one (1) Wrap CFT meeting per month
26 ~~held by ADMINISTRATOR or designee~~ to ensure adherence to Wraparound model.

27 18.3.4 Attend monthly WRIT and POC presentations, and all
28 monthly Wrap OC Institute Trainings.

1 18.3.5 Inform ADMINISTRATOR immediately of all emergency and/or
2 critical incidents involving Participant and/or Participant's family and
3 submit completed, signed, Special Incident Reports as required by ~~County~~COUNTY
4 within twenty-four (24) hours of learning of the emergency and/or incident.

5 18.3.6 Ensure that all documents and procedural forms are signed
6 and submitted to WRIT and/or Medi-Cal, as may be appropriate, within
7 designated time frames.

8 18.3.7 Ensure accuracy and timeliness of POC and all other
9 documents requiring Wraparound Supervisor's signature and/or approval.

10 18.3.8 Notify ADMINISTRATOR of changes in Wrap CFT composition,
11 through the update of the phases and Progress Reports.

12 18.3.9 Maintain accountability for all Wrap OC Policies and
13 Procedures as provided by WOG and/or WRIT.

14 18.3.10 Provide orientation and training in Wrap OC to all new
15 Care Coordinators, Parent Partners, and Youth Partners.

16 18.3.11 Facilitate, or assist the Director to facilitate, regular
17 Medi-Cal documentation trainings to all Wrap OC Providers, to ensure
18 understanding of compliant Medi-Cal documentation and provide updates on
19 documentation changes per HCA.

20 18.3.12 Monitor service utilization, review monthly reports and
21 POCs/ Safety Plans, and provide feedback to Care Coordinators.

22 18.3.13 Monitor Flex Fund expenditures, the County's database
23 system entries and reports for accuracy.

24 18.3.14 Monitor situation(s) in which Participant(s) may be at-
25 risk of placement disruption and ensure timely submission of COR.

26 18.3.15 Monitor and report to County all Care Coordinator, Parent
27 Partner and Youth Partner activities if called to testify in Juvenile Court
28 and/or if Wrap OC records are subpoenaed.

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

9 18.3.17 Provide Care Coordinators, Parent Partners and Youth
10 Partners with tools to maximize safety; i.e., cell phones/pagers, training on
11 community safety, and remain receptive to Care Coordinators, Parent Partners
12 and Youth Partners' needs concerning community safety.

13 18.3.18 ~~Be available to provide~~Provide clarification supervision,
14 direction, support, and emergency crisis management to CONTRACTOR's direct
15 service staff twenty-four (24) hours a day, seven (7) seven days a week,
16 including holidays, utilizing an on-call system after normal direct-services
17 hours.

18 18.3.19 Participate in mandatory trainings and ensure that Care
19 Coordinators, Parent Partners and Youth Partners also participate in mandatory
20 trainings as determined by ADMINISTRATOR.

21 18.3.20 Provide coverage for Care Coordinators, Parent Partners
22 and Youth Partners, as needed.

23 18.3.21 Attend one (1) Participant and Wrap CFT meeting per Care
24 Coordinator per month and utilize form approved by ADMINISTRATOR, to ensure
25 fidelity to the Wrap OC process and to provide staff with behavioral feedback.

26 18.3.22 Assist Care Coordinators, Parent Partners and Youth
27 Partners in empowering Wrap CFTs; i.e., building on Participant and
28 Participant's family strengths, meeting Participants and Participants'

1 families' needs, and assisting Participants and Participants' families in
2 utilizing community resources.

3 18.3.23 Conduct meetings, to include Emergency CFTs, with Wrap
4 CFT members to solve challenging issues, as needed.

5 18.3.24 Provide Care Coordinators, Parent Partners and Youth
6 Partners with ongoing assistance to work through crisis situations as well as
7 day-to-day trouble shooting.

8 18.3.25 Review all Participant cases pending conclusion with the
9 Care Coordinator assigned to the case, and ensure adequate transition
10 planning.

11 18.3.26 Conduct regular performance evaluations for staff
12 assigned for supervision.

13 18.3.27 Ensure professional boundaries are established and
14 maintained between staff and Participants and/or Participants' families.

15 18.3.28 Complete all necessary required Medi-Cal documentation
16 for services to all Medi-Cal eligible Participants.

17 18.3.29 Review and approve requests for Flex Fund expenditures,
18 as indicated on the POC and Family Budget.

19 18.3.30 Review and verify Flex Fund usage procedures are in
20 compliance with CONTRACTOR's established fiscal strategies.

21 18.3.31 Review Wrap OC and Medi-Cal case notes, including Notes
22 to Chart located in Medi-Cal notes for services not billable to Medi-Cal, for
23 families served by Care Coordinators under supervision.

24 18.3.32 Review all documentation prepared by Care Coordinators,
25 Parent Partners and Youth Partners under supervision, for services provided by
26 Wrap OC and Medi-Cal.

27 18.3.33 Review program documentation to ensure accuracy and
28 fidelity to the Wrap OC process.

1 18.3.34 Participate in a minimum of six (6) "Professional Growth
2 for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

3 18.3.35 Adhere to the Wrap OC Rules of Conduct as required by
4 CONTRACTOR and ADMINISTRATOR.

5 Qualifications

6 18.3.36 Master's degree in social work, psychology, nursing,
7 occupational therapy, or a related field from an accredited college or
8 university.

9 18.3.37 Licensed or license-eligible MFT or LCSW.

10 18.3.38 One (1) year of experience in human services, preferably
11 case management.

12 18.3.39 One (1) year of experience in care coordination or
13 similar experience.

14 18.3.40 One (1) year of experience working with target population
15 as defined in Paragraph 6 of this Exhibit A.

16 18.3.41 Possess a valid California Driver's License and proof of
17 automobile insurance.

18 ~~18.3.42 This is the only position for which a waiver for minimum
19 education and experience may be accepted.~~

20 18.4 Care Coordinator

21 Duties

22 18.4.1 Maintain a caseload of ~~eight to ten~~ up to twelve (8-1012)
23 referral slots, with an average of fifteen to sixteen (15-16) hours of service
24 contacts per month per Participant or Participant's Wrap CFT. The fifteen-to-
25 sixteen (15-16) hours include telephone and/or face-to-face contacts with the
26 Participant and/or the Participant's family, consultation time as necessary,
27 case management and documentation, and identified crisis time.

28 18.4.2 Assemble the Participant's Wrap CFT within three (3)

1 weeks of case assignment, by interviewing the Participant's family and
2 identifying family members, natural supports, Agency representatives and other
3 persons who are or may be significant to the Participant and/or the
4 Participant's family.

5 18.4.3 Coordinate the Wrap CFT meetings with the Participants
6 and their respective Wrap CFTs, and develop the individualized POC based on
7 the Wrap CFT's strengths and needs. The POC shall include a comprehensive,
8 twenty-four (24)-hour Safety Plan. The POC shall reflect the Participant and
9 Participant's family's culture, values and beliefs, and be submitted to
10 ADMINISTRATOR within thirty (30) calendar days of case assignment.

11 18.4.4 Collaborate with the referring parties, Parent Partners,
12 Participants and Participant's parent(s)/caregiver(s) to ensure every
13 Participant is linked to a medical home.

14 18.4.5 Assist the Participant and the Participant's Wrap CFT to
15 access strength-based mental health, social services, education services, and
16 other supports and services as identified by the Participant and the
17 Participant's Wrap CFT, including services available through the PNP.

18 18.4.6 Provide or secure support and crisis/emergency services
19 for the Participant and/or the Participant's Wrap CFT, including services
20 available through the PNP. Said support and crisis/emergency services may be
21 provided through face-to-face contact, phone contact, and/or staff
22 availability by ~~beeper/pager~~ mobile or other on-call system.

23 18.4.7 Ensure that the Participant and the Participant's Wrap
24 CFT are involved in all phases of determining the goals and needs to be
25 identified in the POC.

26 18.4.8 Discuss the provision and quality of activities actually
27 provided with the Participant and the Participant's Wrap CFT, and ensure that
28 activities are responsive to goals and needs identified in the POC.

1 18.4.9 Meet with Participant when scheduled and immediately
2 notify the Participant and the Participant's parent/caregiver, via telephone,
3 when a change in scheduling or a cancellation is unavoidable.

4 18.4.10 Modify the POC whenever services or resources need to be
5 added, modified, and/or deleted.

6 18.4.11 Act as a liaison for the Participant and the
7 Participant's Wrap CFT when new services and/or resources need to be sought
8 and/or developed.

9 18.4.12 Provide transportation for Participant(s) and/or
10 Participant's family to/from appointments and/or to access services as
11 required. Participant's parent(s), caregiver(s), or other responsible adult
12 identified by the Wrap CFT must accompany the Participant unless approved in
13 advance by the Wraparound Supervisor or Wraparound Director.

14 18.4.13 Maintain cooperative and effective working relationships
15 with each CFT's Parent Partner and Youth Partner, referring agency
16 representative(s), educational liaisons, and/or other formal and/or informal
17 supports, in order to provide maximum support to Participants and families.

18 18.4.14 Ensure boundaries are established and maintained between
19 Care Coordinator and Participants and/or Participants' families.

20 18.4.15 Provide ~~clarifications~~supervision, direction, support,
21 and/or emergency crisis management to Parent Partners and Youth Partners,
22 twenty-four (24) hours a day, seven (7) days a week, including holidays,
23 utilizing an on-call system after normal business hours.

24 18.4.16 Complete all required Medi-Cal documentation for services
25 to all Medi-Cal eligible Participants.

26 18.4.17 Complete all necessary documentation required by
27 ~~County~~COUNTY, including completing and inputting required data into ~~County~~
28 ADMINISTRATOR's database system and/or IRIS, and participation in the

1 Wraparound Fidelity Index (WFI) process.

2 18.4.18 Maintain accurate information, ensuring that Participant
3 and family demographic information is updated at all times.

4 18.4.19 Participate in all meetings and training sessions as
5 required by WOG and/or WRIT.

6 18.4.20 Participate in Quality Assurance/Quality Improvement
7 studies as required by WOG and/or WRIT.

8 18.4.21 Participate in a minimum of six (6) Professional Growth
9 for Care Coordinators trainings each year and attend all monthly Wraparound OC
10 Institute Trainings, as offered by ADMINISTRATOR.

11 18.4.22 Adhere to the Wrap OC Rules of Conduct as required by
12 CONTRACTOR and ADMINISTRATOR.

13 Qualifications

14 18.4.23 Bachelor's degree in social work, psychology, nursing,
15 occupational therapy, or a related field from an accredited college or
16 university.

17 18.4.24 One (1) year of experience in human services, preferably
18 case management.

19 18.4.25 One (1) year of experience working with target population
20 as defined in Paragraph 1 of this Exhibit A.

21 18.4.26 Possess a valid California Driver's License and proof of
22 automobile insurance.

23 18.5 Parent Partner

24 Duties

25 18.5.1 Provide "one-to-one" interaction with Participant's
26 family in Wrap OC and/or with NMD. The level of "hands-on" interaction will
27 depend upon the individual needs of the family and/or NMD.

28 18.5.2 Attend all scheduled Wrap CFT meetings, and ~~assist~~ engage

1 the Participant and Participant's family ~~and/or NMD~~ in ~~experiencing~~expressing
2 their respective voices, and choices and ownership of their goals, as stated
3 and agreed upon by the Participant and the Participant's family and Wrap CFT,
4 and as documented in the Participant's POC and Safety Plan.

5 18.5.3 Collaborate with Care Coordinators, referring parties,
6 Participants and Participant's parent(s)/caregiver(s) to ensure that each
7 Participant and Participant's siblings, as applicable, are linked to medical
8 homes.

9 18.5.4 Perform other duties in support of the Wrap OC Program as
10 assigned, including participation in the WFI process.

11 18.5.5 Be available to provide telephone support and crisis de-
12 escalation to Participant's family and/or NMD twenty-four (24) hours a day,
13 seven (7) seven days a week, including holidays, through an on-call system
14 after normal direct-services hours.

15 18.5.6 Meet with Participant's family and/or NMD outside of Wrap
16 CFT meetings to support, empower and assist/coach the Participant's family
17 and/or NMD in identifying, selecting, and completing interventions and/or
18 activities.

19 18.5.7 As determined by Wrap CFT, assist the NMD in becoming
20 involved in academic, social and recreational activities; identifying and
21 developing skills required to develop a resume, conduct a job search and
22 obtain employment; locating and obtaining housing; identifying and working
23 toward or completing educational goals; and identifying and developing other
24 self-sufficiency skills. Coach the Participant to become confident and
25 proficient in said activities and other activities of independent living
26 skills.

27 ~~18.5.8 Provide transportation to adults/caregivers/parents and~~
28 ~~NMD only; Parent Partner may not transport minor youth without written~~

~~permission from ADMINISTRATOR.~~

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

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

18.5.10 ~~Prevent establishing, or creating the illusion of establishing, a permanent~~ Establish a temporary, professional relationship with Participant and/or Participant's family that will terminate upon commencement or discontinuance of Wrap OC.

18.5.11 Abstain from, providing tutoring and/or academic support to Participant and/or Participant's family. ~~Parent-Partner~~ These services shall not be reimbursed ~~for said services.~~

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

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

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

18.5.15 Complete all required Medi-Cal documentation for services to all Medi-Cal eligible Participants.

18.5.16 Maintain required paperwork and documentation.

1 18.5.17 Adhere to the Wrap OC Rules of Conduct as required by
2 CONTRACTOR and ADMINISTRATOR.

3 Qualifications

4 18.5.18 Experience as a parent participant with the County's
5 Child Welfare Services or Probation Department, or experience in managing the
6 care of an immediate family member, or experience as being the caregiver for a
7 child/youth/NMD youth who has been involved with the COUNTY's Child Welfare
8 Services, Probation Department or Mental Health System ~~because of serious~~
9 ~~emotional and/or behavioral problems.~~

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

12 18.5.20 At least two (2) years Full-Time Equivalent (FTE) of
13 full-time equivalent experience (paid and/or unpaid) ~~in~~ accessing services to
14 address serious emotional ~~and/or~~ behavioral problems, and familiarity with
15 community resources.

16 ~~18.5.20~~ 18.5.21 May possess personal experience and involvement
17 with COUNTY's Child Welfare Services, Probation Department, Mental Health
18 and/or Foster Care System.

19 ~~18.5.21~~ 18.5.22 Possess a valid California Driver's License and
20 proof of automobile insurance.

21 18.6 Youth Partner

22 Duties

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

28 18.6.2 Role-model appropriate behavior and coping mechanisms,

1 and provide guidance to help Participant gain skills, perspective and
2 experience interacting in a socially responsible manner, without the use of
3 things such as violence, bullying, coercion, truancy, tantrums, manipulation,
4 defiance, disrespectful behavior and/or breaking the law.

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

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

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

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

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

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

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

1 18.6.9 Provide services for one-to-five (1-5) hours per week ~~for four to six (4-6) months~~, as determined by ADMINISTRATOR to best meet the
2 needs of Participant and Participant's family.
3

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

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

13 18.6.12 Provide one-to-one interactions with the Participant
14 within the community.

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

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

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

1 18.6.16 Provide a consistent, supportive environment in which the
2 Participant can learn and practice pro-social behaviors, problem-solving, and
3 developing and demonstrating age-appropriate coping skills, and/or other
4 independent and transitional living skills, as appropriate.

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

8 18.6.18 Provide transportation for Participant(s) and/or
9 ~~sibling(s) Participant's family~~ to ~~academic, social, recreational and/or~~
10 ~~employment activities, /from~~ appointments and/or to access services as
11 ~~determined by Participant and Participant's Wrap CFT. required~~ Participant's
12 parent(s), caregiver(s) or other responsible adult identified by the
13 ~~Participant's~~ Wrap CFT must accompany the Participant and/or sibling(s) unless
14 ~~parent(s)/caregiver(s) has provided prior, written consent~~approved in advance
15 by the Wraparound Supervisor or Wraparound Director.

16 18.6.18.1 Written consent from the Participant's
17 parent(s)/caregiver(s) is required prior to transporting the Participant
18 and/or the Participant's sibling(s).

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

26 18.6.19 Establish and maintain boundaries with Participant, and
27 encourage effective communication with Participant and between Participant and
28 Participant's family and Wrap CFT.

1 18.6.20 ~~Prevent establishing, or creating the illusion of~~
2 ~~establishing.~~ Establish a temporary, professional permanent relationship with
3 Participant or Participant's family that will terminate upon commencement or
4 discontinuance of Wrap OC.

5 18.6.21 Abstain from providing tutoring and/or academic support
6 to Participant and/or Participant's family. ~~Youth Partner~~ These services shall
7 not be reimbursed ~~for said services.~~

8 18.6.22 Maintain a cooperative and effective working relationship
9 with each Participant's Wrap CFT Care Coordinator Parent Partner, referring
10 parties, educational liaisons, and other formal and informal supports of the
11 Wrap CFT, to provide maximum support to Participants and Participants'
12 families.

13 18.6.23 Participate in a minimum of six (6) "Professional Growth
14 for Youth Partners" training sessions annually, and all monthly Wraparound OC
15 Institute Trainings, as offered by County, the Wraparound Support Services
16 Provider, and/or Provider and any additional required training.

17 18.6.24 Attend all Wrap CFTs, Emergency CFTs and all one-to-one
18 meetings with Participant and/or Participant's family; and document Youth
19 Partner attendance, discussions, and interactions between Youth Partner and
20 Participant and/or Participant's family, using the ADMINISTRATOR's database
21 system following all meetings.

22 18.6.25 Complete all required Medi-Cal documentation for services
23 to all Medi-Cal eligible Participants.

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

27 18.6.27 Perform other duties in support of the Wrap OC Program as
28 assigned, including participation in the WFI process.

1 18.6.28 Adhere to the Wrap OC Rules of Conduct as required by
2 CONTRACTOR and ADMINISTRATOR.

3 ~~18.6.28~~ 18.6.29 Participate in training related to working with
4 the TFCO-OC model.

5 Qualifications

6 ~~18.6.29~~ 18.6.30 Bachelor's degree in human services or a related
7 field from an accredited college or university, or a minimum of one (1) year
8 of experience (preferably more) working with the target population as defined
9 in Paragraph 1 of this Exhibit A.

10 ~~18.6.30 Experience working with TFCO-OC model is preferred.~~

11 18.6.31 Experience working with youth and/or NMD in an employment
12 or volunteer capacity is preferred.

13 18.6.32 Experience supporting youth in their personal development
14 through regular interactions, leading to a supportive and trusting
15 relationship.

16 18.6.33 Possess a valid California Driver's License and proof of
17 automobile insurance.

18 18.7 TFCO-OC Youth Partner

19 In addition to all of the duties and qualification requirements
20 of Youth Partner listed above, TFCO-OC Youth Partners shall include the
21 following:

22 Duties

23 18.7.1 Attend weekly TFCO-OC clinical team meetings and provide
24 brief updates to the clinical team regarding the Participant's progress
25 based on the interventions, activities, and goals of the Participant.

26 18.7.2 Attend TFCO-OC graduations and provide support for
27 Participant's transition to aftercare.

28 Qualifications

1 18.7.3 Training and experience working with the target
2 population, social learning theory, cognitive behavioral theory, and/or token
3 economies is preferred.

4 18.8 Intake Assessment Coordinator

5 Duties

6 18.8.1 Complete a Psychosocial Assessment on all Participants to
7 determine medical necessity and to identify Participants who meet Pathways to
8 Well-Being subclass criteria.

9 ~~18.8.1~~ 18.8.2 Work with Wraparound Supervisors to identify and
10 complete a Psychosocial Assessment on Participants who require ~~a Mental Health~~
11 an assessment ~~as determined by initial Pathways to Well-Being screening~~ but may
12 not have been identified previously.

13 ~~18.8.2~~ 18.8.3 Complete comprehensive ~~Mental Health~~
14 Psychosocial aAssessments on ~~new~~ all referrals, ~~including that meet medical~~
15 ~~necessity which includes~~ diagnosis, development of CP, and all mental health
16 required documents.

17 ~~18.8.3~~ 18.8.4 Communicate with Wrap CFT's to ensure that
18 ~~that~~ each Participant's Mmental Hhealth needs are ~~being~~ addressed by the
19 CFTs teams.

20 ~~18.8.4~~ 18.8.5 ~~Assist with c~~ Connecting families to Mmental
21 Hhealth providers for ongoing therapy.

22 ~~18.8.5~~ 18.8.6 Complete all annual Psychosocial aAssessments ~~as~~
23 ~~necessary.~~

24 Qualifications

25 ~~18.8.6~~ 18.8.7 Master's degree in psychology, social work, or
26 related field from an accredited college or university.

27 ~~18.8.7~~ 18.8.8 MFT or LCSW L icensed or be license-eligible and
28 registered with the California Board of Behavioral Science.

1 ~~18.8.8~~18.8.9 Effective verbal and written communication
2 skills.

3 ~~18.8.9~~18.8.10 Ability to communicate with children/youth and
4 families.

5 ~~18.8.10~~18.8.11 Ability to assess the emotional and
6 psychological needs of Participants.

7 ~~18.8.11~~18.8.12 Ability to work independently and/or as part of
8 a team.

9 ~~18.8.12~~18.8.13 Thorough ~~k~~nowledge of Medi-Cal billing
10 requirements and an understanding of Wraparound.

11 ~~18.8.13~~18.8.14 Possess a valid California Driver's License and
12 proof of automobile insurance.

13 18.9 Quality Assurance

14 Duties

15 18.9.1 Monitor and ensure integrity of Medi-Cal billing, track
16 required paperwork from staff to ensure timelines are followed, ensure quality
17 of program and utilize systems developed by ADMINISTRATOR to monitor
18 paperwork.

19 Qualifications

20 18.9.2 High School diploma; excellent communication skills;
21 proficiency in Microsoft Word.

22 18.10 Data Entry Clerk

23 Duties

24 18.10.1 Enter data and notes for timely and accurate billing,
25 utilize systems developed by ADMINISTRATOR, track and bill expenses, file
26 required documentation and ensure case files are properly up to date.

27 Qualifications

28 18.10.2 High School diploma; excellent communication skills;

1 proficiency in Microsoft Word.

2 18.11 Accounting/Bookkeeper

3 Duties

4 18.11.1 Prepare monthly invoices, analyze budgets and monthly
5 expenditures, keep Program Director informed on financial data and maintain
6 fiscal files and reports.

7 Qualifications

8 18.11.2 High School diploma; good analytical skills; proficiency
9 in Microsoft Excel.

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EXHIBIT B

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

NEW ALTERNATIVES, INC.

SENECA FAMILY OF AGENCIES

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

DEFINITIONS

1. DEFINITIONS

~~The parties agree to the following terms and definitions~~ CONTRACTOR shall be familiar with the following definitions:

1.1 Administrator’s Database System: A case management database developed in a collaborative effort between Orange County IT, Social Services Agency (SSA), Health Care Agency (HCA), Probation Department and Wraparound Orange County (Wrap OC) Provider Agencies to:

1.1.1 Track Wrap OC data;

1.1.2 Create Wrap OC reports;

1.1.3 Enable more accurate monitoring of outcomes;

1.1.4 Inform decision-making;

1.1.5 Facilitate quality assurance; and

1.1.6 Improve service delivery.

1.2 Adolescent Sex Offender (ASO): Youth between the ages of twelve and seventeen (12-17) years, who commit illegal sexual acts as defined by the sex crime statutes of the jurisdiction in which the offense has occurred.

1.3 Adolescents with Sexual Behavior Problems: Youth with problematic sexual behavior which is not illegal but potentially harmful to the youth such

1 as compulsive masturbatory behavior.

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

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

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

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

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

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

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

27 1.11 Child and Family Team (CFT): A group of committed individuals,
28 including the Participant, that forms to address the needs of the Participant

1 and ensures the family voice is heard, facilitates family ownership of the
2 POC, and requires that every effort shall be made to ensure family members and
3 family representative(s) constitute a minimum of fifty percent (50%) of the
4 Family Team:

5 1.11.1 The CFT may include:

6 1.11.1.1 Participant's parent(s);

7 1.11.1.2 Selected family members;

8 1.11.1.3 Family representative(s);

9 1.11.1.4 Resource parent(s);

10 1.11.1.5 Guardian(s);

11 1.11.1.6 Adoptive parents; and

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

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

16 1.11.2.1 Senior Social Worker (SSW);

17 1.11.2.2 Deputy Probation Officer (DPO);

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

20 1.11.2.4 Relevant counseling or mental health
21 representatives; and

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

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

1 meetings. Members may include:

2 1.12.1 Care Coordinator;

3 1.12.2 Parent Partner;

4 1.12.3 Youth Partner;

5 1.12.4 Wraparound Supervisor, as needed or invited;

6 1.12.5 Any traditional or non-traditional support system(s);

7 1.12.6 Significant other(s);

8 1.12.7 Professional supports; and

9 1.12.8 Natural supports.

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

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

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

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

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

28 1.18 Concluded: The term used to signify the closure of a Wrap OC case

1 and/or that the Participant's participation in Wrap OC has concluded.

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

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

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

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

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

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

27 1.23 Crisis Assessment Team (CAT): A team that provides twenty-four
28 (24)-hour mobile response services to any adult or youth experiencing a

1 behavioral health crisis. Calls to provide crisis intervention to individuals
2 living with mental health issues may come from law enforcement officers in the
3 field, ADMINISTRATOR staff, and concerned family members. CAT conducts risk
4 assessments, initiates involuntary hospitalizations when necessary, provides
5 resources and linkage, and conducts follow-up contacts for individuals
6 assessed.

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

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

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

26 1.27 Dependent: A child/youth who is under the jurisdiction of the
27 Orange County Juvenile Court as a result of abuse and/or neglect, and who is
28 under the supervision of SSA.

1 1.28 Diagnosis: The nature of the Participant's medical disorder
2 and/or, as it more generally applies to Wrap OC, the Participant's mental
3 health disorder, per the most current edition of the Diagnostic and
4 Statistical Manual of Mental Disorders (DSM) published by the American
5 Psychiatric Association.

6 1.29 Early and Periodic Screening, Diagnosis, and Treatment Program
7 (EPSDT): Federal Medicaid (known in the State of California as Medi-Cal) law
8 that permits a state to cover specific services necessary to address, correct
9 and/or ameliorate a mental illness, even if the service is not otherwise
10 included in the state's Medi-Cal Plan. EPSDT covers eligible persons age
11 twenty-one (21) years and younger.

12 1.30 Educationally-Related Mental Health Services: Formerly known as
13 AB 3632; also known as Chapter 26.5; currently known as AB 114. Also referred
14 to as Educationally-Required Mental Health Services or Educationally-Related
15 Behavioral Services. The Individuals with Disabilities Education Act (IDEA)
16 requires that schools provide the services necessary for a child/youth to
17 benefit from/access his/her education. It also establishes procedures
18 governing referrals of pupils to community mental health services and the
19 responsibilities of those entities. Services might include, but not be
20 limited to, the following:

21 1.30.1 Assessment and interpretation of mental health needs with
22 integration of information in service planning;

23 1.30.2 Consultation with the student, family and staff to
24 develop an appropriate program;

25 1.30.3 Individual, group, family and/or parent counseling
26 provided by qualified social workers, psychologists, guidance counselors or
27 other qualified personnel, including therapeutic counseling when required;

28 1.30.4 Teaching education rights' holders the skills to enable

1 them to support implementation of a youth's Individualized Education Plan
2 (IEP);

3 1.30.5 Positive behavior intervention, including 1:1 behavioral
4 aides;

5 1.30.6 Assessment for and administration and management of
6 medications; and

7 1.30.7 Residential placement.

8 1.31 Eligible Child/Youth/NMD: Child/youth/Non-Minor Dependents (NMD)
9 who meet the following criteria:

10 1.31.1 Ages birth to eighteen (0-18) years;

11 1.31.2 Adjudicated as either a dependent or ward of the juvenile
12 court pursuant to WIC Sections 300 or 602;

13 1.31.3 NMD pursuant to WIC Section 11400(v), which is a foster
14 child who has attained the age of eighteen (18) years while in foster care and
15 is younger than twenty-one (21) years;

16 1.31.4 Have an approved or potential place to reside in the
17 community with a parent/guardian, relative caregiver, non-related extended
18 family member (NREFM) or ~~r~~Resource parent (formerly known as foster parent)
19 who has agreed to participate in Wrap OC; or

20 1.31.5 At risk of or placed in congregate care that is licensed
21 by California Department of Social Services (CDSS), formerly at a Rate
22 Classification Level (RCL) of ten to sixteen (10-16) or higher, and that
23 focuses on care for children/youth/NMD who:

24 1.31.5.1 Exhibit significant emotional and/or
25 behavioral disturbance;

26 1.31.5.2 Require highly structured environments;

27 1.31.5.3 Require specialized treatment;

28 1.31.5.4 Exhibit behavior including, but not limited

1 to, one or more of the following behaviors: frequent running away/AWOL, gang
2 involvement, tagging, property destruction, self-harming, possession of deadly
3 weapons, adjudicated sex offenders, possession of alcohol and drugs for use or
4 sales, juvenile perpetrator, substance abuse disorder, fire starter,
5 sexualized behavior, sexual exploitation, multiple placements, minor criminal
6 behavior, oppositional defiant behavior, aggression, assaultive toward others,
7 educational deficiencies, habitual school truancy and/or other school-related
8 behavior problems, post-traumatic stress, behaviors beyond the control of
9 parent(s) and/or primary caregiver(s), recognized mild developmental disorder,
10 significant mental health disorders, one (1) or more hospitalizations in a
11 mental health facility, or child/youth/NMD has previously received other
12 intensified services. In addition, child/youth/NMD may have been raised in
13 families with multi-generational criminal justice involvement, social services
14 involvement, and/or mental health disorders.

15 1.32 Emergency: A period of time when a Participant's immediate
16 situation is physically threatening and medical, protective (Child Abuse
17 Registry), law enforcement (police), and/or psychiatric evaluation measures
18 are required. Such emergencies would include situations in which the
19 Participant or the Participant's family member(s) become physically
20 aggressive, suicidal, and/or report aggressive command hallucinations, etc.

21 1.33 Emergency CFT Meeting: May be held to address Participant's
22 safety issues and placement concerns but must occur within twenty-four (24)
23 hours of the incident that triggers the need for the meeting and/or change of
24 circumstances.

25 1.34 Emergency Fund: Funds reserved to deal with any unanticipated
26 emergencies experienced by individual Participants and/or Participants'
27 families.

28 1.35 Emergency Response (ER): A program in CFS in which social workers

1 respond to Child Abuse Registry (CAR) referrals that are determined to meet
2 the legal definition for suspected child abuse and/or neglect. ER social
3 workers investigate allegations of child maltreatment, assess risk and child
4 safety, and determine whether preventative services or protective custody
5 interventions are required.

6 1.36 Enrollment Date: The date a child/youth/NMD is enrolled in a Wrap
7 OC referral SB 163 slot.

8 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12,
9 this program allows foster youth to remain in foster care and continue to
10 receive foster care payment benefits (AFDC-FC payments) and services beyond
11 age eighteen (18), as long as the foster youth meets all of the following
12 requirements:

13 1.37.1 Meeting one (1) of five (5) participation requirements;

14 1.37.2 Living in an approved or licensed home or facility; and

15 1.37.3 Meeting other eligibility requirements.

16 1.38 Family(ies): Participant's parent(s), siblings and other
17 relatives related to the Participant by blood, marriage, or non-relative
18 extended family connection. Families include the adult(s) committed to a
19 Participant and/or able to meet the Participant's needs. In most cases, the
20 family will be the Participant's birth family or kin. In some cases, it might
21 include a step-parent or blended family that has a significant healthy
22 attachment. In other cases, it will be an adoptive family or a ~~foster~~
23 ~~Resource~~ (formerly known as foster) family with the potential to become a
24 permanent family for the Participant. In rare circumstances, a family must be
25 developed. In most cases, the Participant will be able to identify the family
26 that has a commitment to the Participant or that has the potential to develop
27 a commitment. This may include extended family or others who are seen by the
28 Participant as significant and supportive.

1 1.39 Family-Centered: The needs of children addressed in the context
2 of their families. Parent(s) or primary caregiver(s) will participate in all
3 aspects of the development and implementation of the POC, support, and
4 services, to the degree they are able and to the extent permitted by any
5 outstanding orders of the court.

6 1.40 Family Maintenance Collaborative Services (FMCS): A voluntary CFS
7 program for time-limited preventative services designed to: stabilize and
8 maintain non-dependent children, who have been determined to be at high-risk
9 of child abuse or neglect, in their homes/families; promote child safety; link
10 families to community-based resources; and reduce the need for protective
11 custody.

12 1.41 Family Representative: Anyone who has a meaningful connection
13 with the Participant and is seen by the Participant as significant and
14 supportive. A family representative may include family member(s),
15 relative(s), neighbor(s), or others who are involved with and important to the
16 Participant, such as a football coach or school teacher.

17 1.42 Family Review Process: The method of ensuring a system of care
18 support, quality assurance, and continuous system improvement that provides
19 family collaboration, facilitates quality assurance and continuous system
20 improvement, involves periodic reviews and monitoring of individual POCs and
21 outcomes, provides systemic support at both the Participant and Participant's
22 family's level and the system-practice level. This includes consultation
23 between the Wrap OC Provider Agency and WRIT or its designee.

24 1.43 Family Setting: A living arrangement, which includes or will
25 include the Participant and one or more relatives or caregivers, who are
26 willing to participate in a strength-based process and willing to work toward
27 permanency. This might include parents, relative placements, NREFM
28 placements, guardianships, ~~R~~Resource families, or adoptive parents.

1 1.44 Flex Funds: Term used to identify the flexible use of State and
2 County foster care funds and AAP funds needed to:

3 1.44.1 Facilitate family self-sufficiency;

4 1.44.2 Assist the family in meeting their basic needs to enable
5 the Participant to remain with or be transitioned to their respective families
6 or family-like settings;

7 1.44.3 Aid the Participant and/or Participant's family members
8 in developing and implementing more appropriate coping skills and behavior;
9 and

10 1.44.4 Enable funding to be used for individualized, intensive
11 Wrap OC interventions and services, which include the creative use of funding
12 to enable Participants to remain safely in the least-restrictive setting,
13 ideally with their respective families or in family-like settings.

14 1.45 Formal Supports: System-based services and supports provided by
15 professionals (or other individuals who are paid to care) that include a
16 structure of requirements for which there is oversight by state or federal
17 agencies, national professional associations, and/or the general public.

18 1.46 Health Care Agency (HCA): County of Orange Agency authorized by
19 the State of California Medi-Cal Program to provide services, submit claims,
20 and receive payments for Medi-Cal reimbursable activities.

21 1.47 Individual Service Report (ISR): A flex fund expenditure report,
22 generated monthly by each Wrap OC Provider Agency, that identifies Youth
23 Partner, Parent Partner, Care Coordinator, and all other case-specific Wrap OC
24 costs incurred each month.

25 1.48 Individualized Services: Services tailored to the specific,
26 unique needs of the Participant and/or Participant's family; incorporating a
27 flexible, creative approach to treatment planning based on an assessment of
28 needs, resources, and family strengths; and including the use of formal and

1 informal supports and services.

2 1.49 Informal Supports: Community-based services and supports provided
3 by individuals and/or organizations that exist or can be developed in the
4 Participant/Participant's family's community, kinship, social and/or spiritual
5 networks. Interventions and/or activities that utilize friends, extended
6 family members, clergy and/or other faith-based mentors, neighbors, educators,
7 coaches, local business persons, other persons who are not paid to care, and
8 so forth.

9 1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency
10 paraprofessional staff who provides direct behaviorally-based, in-home
11 parental aid, and in-home monitoring services to Participants and
12 Participants' parent/caregiver(s).

13 1.51 Intake Referral: A completed referral form, with all supporting
14 documentation, initialed by a SSW, DPO, or MH Therapist/Case Manager to enroll
15 a child/youth/NMD in Wrap OC.

16 1.52 Licensed Therapist: A mental health care professional who is
17 licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family
18 Therapist (MFT), or Psychologist Ph.D.

19 1.53 Life Area: Areas of basic human needs including: Family
20 Relationships; Living Environment; Educational; Vocational/Work;
21 Social/Recreational; Financial; Cultural; Emotional/Psychological;
22 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,
23 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or
24 modify the identified life areas.

25 1.54 Linkages: Relationships between CONTRACTOR and services in the
26 community to the benefit of Participants and Participants' families.

27 1.55 Medical Home: A team-based health care delivery model of primary
28 care to patients with a goal to obtain maximal health outcomes. Also known as

1 the Patient-Centered Medical Home (PCMH) and typically is a Primary Care
2 Physician, Pediatrician, or Group.

3 1.56 Multi-Disciplinary Consultation Team (MDCT): A team collaboration
4 including representatives from SSA and HCA, and may include representatives
5 from Probation and/or Orange County Department of Education. MDCT serves as a
6 resource to assist families with non-dependent children/youth who are at-risk
7 for maltreatment. It is designed to reduce the need for protective custody
8 and out-of-home placement, and to stabilize and strengthen the family through
9 coordination of available community-based resources and services.

10 1.57 Non-Minor Dependent (NMD): A foster child who has attained the age
11 of eighteen (18) years while in foster care and is younger than twenty-one
12 (21) years, pursuant to WIC Section 11400(v). The NMD must meet at least one
13 (1) of the AB 12 participation requirements and must participate in a
14 Transitional Independent Living Plan (TILP) under the support of SSA.

15 1.58 Out-of-County: Any California county other than Orange County.
16 May also be extended to include out-of-state as deemed necessary.

17 1.59 Parent Partner: Wrap OC Provider Agency staff who provides
18 support to the Family Team, and the Participant's parent(s)/caregiver(s) in
19 particular. The Parent Partner shall have personal experience (ideally as a
20 parent) with services provided through the COUNTY's Child Welfare Services,
21 Probation, or Mental Health System for a minor child(ren) or person(s) who may
22 be emotionally/behaviorally disturbed.

23 1.60 Participant: A child/youth/NMD who meets the criteria for an
24 Eligible Child as defined in this Exhibit B and has been accepted into a Pre-
25 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

26 1.61 Plan Of Care (POC): A written plan, which might also include
27 items to help the Participant and/or the Participant's family comply with any
28 orders of the Juvenile Court (dependency and/or Probation), and developed and

1 signed by the Family Team. POC shall include the following elements:

2 1.61.1 Participant and Participant's family's statement of
3 overall goal(s) or vision;

4 1.61.2 Strengths of the Participant and Participant's family
5 member(s);

6 1.61.3 Needs, as defined by specific life areas that must be met
7 to achieve the goal(s) of the Participant and Participant's family;

8 1.61.4 Proactive and reactive Safety Plans;

9 1.61.5 Type, frequency, and duration of intervention strategies
10 and activities;

11 1.61.6 Identification of financial responsibility for all POC
12 components; and

13 1.61.7 Desired outcomes of Wrap OC.

14 1.62 Pre-Enrollment Date: The date the Participant is assigned to a
15 Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment
16 date.

17 1.63 Provider Network Program (PNP): A network of agencies contracted
18 to provide diverse and tailored services through a fee-for-service and
19 outcome-based approach, for children and families served in Wrap OC by SSA in
20 partnership with HCA and Probation. This program is also known as Child
21 Welfare Services Redesign Supportive Services (CWSRSS).

22 1.64 Post-Enrollment Date: The date the Participant is removed from an
23 Enrolled Wrap OC referral slot. Participant and Participant's family may
24 continue to be involved in Wrap OC with the Wrap OC Provider Agency for the
25 duration of the POC in effect, up to three (3) months, after which the
26 Participant will conclude from Wrap OC. The length of the post-enrollment
27 period is set in the Participant's POC and must be approved by a Wrap OC
28 liaison (or designee).

1 1.65 Quality Assurance (QA): The methods, including the use of
2 interdisciplinary teams, established by ADMINISTRATOR to review processes,
3 performance, and outcome measures, and identify opportunities for improvement.

4 1.66 Rate Classification Level (RCL): Formerly the level established
5 by CDSS for a residential treatment or group home using a point system to
6 measure the level or intensity of care and supervision required and provided.
7 Points were based on the number of hours per child, per month, of services
8 provided in Child Care and Supervision, Social Work Activities, and Mental
9 Health Treatment Services.

10 1.67 Referral Slot: An allotted place in Wrap OC Program that includes
11 an alpha-numeric identifier, which identifies the referring Agency and funding
12 status of a case, and is assigned to each Participant.

13 ~~1.68 Senate Bill (SB) 163: A bill that allows counties the flexible
14 use of State foster care dollars designed to provide eligible children with
15 family-based service alternatives to group home care and also known as
16 Wraparound Services project; uses Wraparound as the process for creating
17 individualized services and supports for Participants and their respective
18 families; and serves children/youth/NMDs who are currently residing in, or at
19 risk of being placed in, a group home which was formerly licensed at an RCL of
20 ten to sixteen (10-16).~~

21 ~~1.69~~1.68 Safety Plan: A plan developed by the Wrap CFT, which
22 includes the Participant and the Participant's family and/or caregiver(s), in
23 conjunction with the POC. The Safety Plan provides the Participant and
24 Participant's family with actions, contacts, responses, and responsibilities
25 to respond to crises, which a child/youth/NMD or family can reasonably
26 predict, while in Wrap OC. It also plans for Participants with histories of
27 violence, sexual acting out, delinquency, and family members with histories of
28 substance abuse and/or other problems. The Safety Plan shall address

1 specific, identified behavioral issues and triggers to ensure these
2 behaviors/triggers are mitigated and/or controlled. It also shall inform the
3 Participant's family, all Wrap CFT members and all Wrap OC service providers,
4 as appropriate, of these plans to ensure they are aware of and knowledgeable
5 about how to implement the crisis management strategy and how to contact the
6 Wrap OC Provider Agency.

7 ~~1.70~~1.69 Satisfaction Surveys: Surveys that measure Participant's,
8 Participant's families, and the referring Wrap OC Provider Agency's overall
9 satisfaction with Wrap OC and its specific aspects in order to recognize
10 strengths, and identify problems and opportunities for improvement.

11 ~~1.71~~1.70 Self-Sufficiency: The ability to secure the services and
12 supports each Participant and Participant's family needs to meet the needs of
13 the family and its individual members, without continued assistance of Wrap
14 OC.

15 1.71 Senate Bill (SB) 163: A bill that allows counties the flexible
16 use of State foster care dollars designed to provide eligible children with
17 family-based service alternatives to congregate care and also known as
18 Wraparound Services project; uses Wraparound as the process for creating
19 individualized services and supports for Participants and their respective
20 families; and serves children/youth/NMDs who are currently residing in, or at
21 risk of being placed in, congregate care or an STRTP which was formerly
22 licensed at an RCL of ten to sixteen (10-16).

23 1.72 Short-Term Residential Therapeutic Program (STRTP): A residential
24 facility operated by a public agency or private organization and licensed by
25 CDSS pursuant to Section 1562.01 that provides an integrated program of
26 specialized and intensive care and supervision, services and supports,
27 treatment, and short-term 24-hour care and supervision to children with the
28 aim of moving the youth to a less restrictive environment within six months.

1 The care and supervision provided by a short-term residential therapeutic
2 program shall be nonmedical, except as otherwise permitted by law. Private
3 short-term residential therapeutic programs shall be organized and operated on
4 a nonprofit basis.

5 ~~1.72~~1.73 Special Incident: A significant event in Participant's
6 life. Events may include, but are not limited to: Participant or
7 Participant's family member's serious injury or death, occurrence of
8 child/youth/NMD or dependent adult or elder maltreatment, hospitalization,
9 delinquent acts, violence, property damage, Absent Without Leave
10 (AWOL)/runaway episodes, illegal activity, and involvement with law
11 enforcement.

12 ~~1.73~~1.74 Success: The measures that determine the overall impact of
13 Wrap OC involvement with the Participant and the Participant's family at the
14 time of closure. Measures may include, but are not limited to: Participant's
15 increased school attendance, Participant's improved academics, Participant
16 residing in a family setting, decreased problematic behaviors, increased use
17 of appropriate coping skills by the Participant and/or the Participant's
18 family, and increased perception of met needs by the Participant and/or the
19 Participant's family.

20 ~~1.74~~1.75 Supervised Independent Living Placement (SILP): The type of
21 foster care placement for young adults who are developmentally ready to live
22 in a less-restrictive environment that is intended to provide an opportunity
23 for independent living experiences while receiving a safety net of support and
24 services.

25 ~~1.75~~1.76 Technical Assistance Meeting: A structured meeting with
26 WRIT, the referring party, and the Wrap OC Provider Agency that is requested
27 when a Wrap OC Team has reached a challenge in the Wrap OC process with a
28 particular family. The meeting is facilitated by WRIT and is designed to

1 provide support and assistance in moving the Wrap OC team, including the
2 Participant and the Participant's family, forward. It shall be attended by
3 the referring party and his or her supervisor, the Wrap OC Team's Care
4 Coordinator, Parent Partner, Youth Partner, Supervisor, and members of WRIT.

5 ~~1.76~~1.77 Trauma-Informed Practice: A strengths-based framework
6 grounded in an understanding of and responsiveness to the impact of trauma,
7 that emphasizes physical, psychological, and emotional safety for both
8 survivors (Participants and Participants' families) and providers, and that
9 creates opportunities for survivors/Participants and Participants' families to
10 rebuild a sense of control and empowerment. Professionals who provide trauma-
11 informed care and practice to children/youth and families involved with the
12 child welfare system and/or the probation system, must understand the impact
13 of trauma on child development and learn how to effectively minimize its
14 effects without causing additional trauma.

15 ~~1.77~~1.78 Treatment Foster Care Oregon - Orange County (TFCO-OC): An
16 evidence-based treatment model used to serve youth who exhibit high needs by
17 providing an alternative to congregate care for youth who meet the following
18 requirements: eligible for Wrap OC, have an identified family with whom to
19 live following the Participant's involvement in TFCO-OC. TFCO-OC includes the
20 use of treatment foster homes, which are located in the community, and a
21 clinical team to help stabilize the TFCO-OC Participant's behavior. It also
22 prepares the Participant's after-care family to receive the Participant into
23 their home, typically within six to twelve (6-12) months.

24 ~~1.78~~1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who
25 provide consistent, reinforcing support to Participants in TFCO-OC by helping
26 Participants learn, practice, and demonstrate pro-social behavior, problem-
27 solving, and appropriate coping skills.

28 ~~1.79~~1.80 Tutor: PNP Agency staff with demonstrated proficiency in

1 the subject matter assigned, who assists students with queries and
2 difficulties relating to the subject matter, and who has received additional
3 training in tutoring children with emotional and behavioral problems.

4 ~~1.80~~1.81 Tutoring: One-to-one instruction and academic coaching in
5 one (1) or more academic subject(s).

6 ~~1.81~~1.82 Ward(s): A person who is under the age of eighteen (18)
7 years, when he or she violates any law which is defined as a crime of the
8 State of California and is within the jurisdiction of the Juvenile Court,
9 which may adjudge such person to be a ward of the court and may place the
10 person under supervision by the Probation Department, pursuant to WIC Section
11 602.

12 ~~1.82~~1.83 Wraparound Fidelity Index (WFI): The survey process that
13 measures eleven (11) elements of the Wrap OC process for Wrap OC
14 Participant(s), Participant's primary caregiver, Parent Partner, Youth Partner
15 and Care Coordinator. The process is completed through brief, confidential
16 telephone interviews with families who agree to participate, and it is
17 administered by a neutral third party.

18 ~~1.83~~1.84 Wraparound Orange County (Wrap OC): A program authorized by
19 SB 163 that allows the flexible use of State foster care dollars to provide
20 eligible children/youth with family-based service alternatives to congregate
21 care. It is administered by SSA in partnership with HCA and Probation, and it
22 provides a collaborative, highly-individualized process for creating specific,
23 unique resources and services to engage Participants and their families. It
24 is designed to maximize the capacity of each family to meet the child/youth's
25 needs and to prevent or reduce the need for residential placement.

26 ~~1.84~~1.85 Wrap OC Child and Family Team (Wrap CFT): Group that forms
27 to meet the needs of an eligible child/youth/NMD through whatever means
28 possible. In order to ensure family voice and ownership in the POC, every

1 effort shall be made to ensure family members and family representative(s)
 2 constitute a minimum of fifty percent (50%) of the Wrap CFT. This team
 3 includes the Participant and:

4 ~~1.84.1~~1.85.1 Participant's parent(s) and/or selected family
 5 members, family representative, ~~R~~Resource parent or guardian;

6 ~~1.84.2~~1.85.2 The appropriate representative of the primary
 7 jurisdictional agency (SSW, DPO, MH Clinician, etc.);

8 ~~1.84.3~~1.85.3 Relevant counseling or mental health
 9 representatives; and

10 ~~1.84.4~~1.85.4 Any other person(s) influential in the
 11 Participant's and/or Participant's family's lives who may be instrumental in
 12 developing effective services and/or whomever the Participant's family wants
 13 to participate.

14 ~~1.85~~1.86 Wrap CFT Member: Participant, Participant's Family, Care
 15 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional
 16 or non-traditional support system, significant other, professional, or natural
 17 support designated by the Participant and/or Participant's Family. Wrap CFT
 18 members are the critical decision-makers, attend Wrap CFT meetings, have
 19 regular contact with the Participant and Participant's Family, and are able to
 20 access needed resources.

21 ~~1.86~~1.87 Wrap OC ~~Plan~~Model: The ~~plan~~model, which was approved by
 22 the County of Orange Board of Supervisors and the CDSS, ~~which~~details the
 23 COUNTY's plan to use Wraparound funding to provide eligible children/youth
 24 with family based service alternatives to congregate care. The Wrap OC model
 25 utilizes a combination of funding from both child welfare services and Medi-
 26 Cal funds approved by HCA, as the County's Mental Health provider. Child
 27 welfare services funding enables Wrap OC to provide more strength-based,
 28 flexible services and supports to Participants and their families; whereas

1 Medi-Cal funding, by definition, is more deficit-based and requires extensive
2 documentation to ensure services meet medical necessity, all Medi-Cal
3 guidelines, and claiming requirements.

4 ~~1.87~~1.88 Wrap OC Provider Agency: A community-based organization
5 under contract with COUNTY to implement Wrap OC to a specific number of
6 Participants and their respective families, including siblings and
7 parent(s)/caregiver(s).

8 ~~1.88~~1.89 Wraparound Oversight Group (WOG): A group that includes the
9 Executive Director or Deputy Director-level representatives from SSA/CFS,
10 HCA/Behavioral Health Services, and Probation. WOG receives reports from
11 ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training;
12 ensures collaboration between agencies; and develops policy recommendations in
13 keeping with Wraparound OC Plan, as approved by the County of Orange Board of
14 Supervisors. WOG directs the reinvestment of any cost savings that may accrue
15 as a result of Wrap OC.

16 ~~1.89~~1.90 Wraparound Review and Intake Team (WRIT): A group that
17 includes a parent representative and representatives from SSA/CFS,
18 HCA/Behavioral Health Services, Probation, CONTRACTOR, and Orange County
19 Department of Education. WRIT reviews eligibility for Wrap OC, establishes
20 the Wraparound rate per CDSS directives, and provides consultation to Wrap OC
21 Provider Agencies in the Family Review Process.

22 ~~1.90~~1.91 Youth Partner: Wrap OC Provider Agency staff that provides
23 consistent, reinforcing support to Participant. Youth Partner shall assist
24 Participant(s) in learning, practicing, and exhibiting pro-social behaviors,
25 problem solving, and appropriate coping skills; mentor youth by modeling pro-
26 social behavior, and encourage Participants to complete their Probation
27 requirements, as may be applicable

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