

AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

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

W I T N E S S E T H:

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

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

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

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

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

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1. TERM

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, 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 Olive Crest, for the Provision of Wraparound Orange  
11 County Direct Services, attached hereto and incorporated herein by reference:  
12 Exhibit "A" relating to Direct Services, and Exhibit "B" relating to  
13 Definitions. CONTRACTOR shall operate continuously throughout the term of  
14 this Agreement with the number and type of staff described and as required for  
15 provision of services hereunder.

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

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

23 5. LICENSES AND STANDARDS

24 5.1 CONTRACTOR warrants that it has all necessary licenses and permits  
25 required by the laws of the United States, State of California (hereinafter  
26 referred to as "State"), County of Orange, and all other appropriate  
27 governmental agencies to perform the services described in this Agreement, and  
28 agrees to maintain these licenses and permits in effect for the duration of

1 this Agreement. Further, CONTRACTOR warrants that its employees shall conduct  
2 themselves in compliance with such laws and licensure requirements, including,  
3 without limitation, compliance with laws applicable to sexual harassment and  
4 ethical behavior.

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

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

## 18 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

### 19 6.1 Delegation and Assignment

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

1           6.2   Subcontracts

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

9           6.2.1   Subcontracts of \$50,000 or less

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

18           6.2.2   Subcontracts in excess of \$50,000

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



1 performance until completion of services.

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

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

16 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

17 7.1 Form of Business Organization

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

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

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

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

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

3 7.2 Change in Form of Business Organization

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

11 8. NON-DISCRIMINATION

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

22 8.2 CONTRACTOR shall furnish any and all information requested by  
23 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to  
24 books, records, and accounts in order to ascertain CONTRACTOR's compliance  
25 with Paragraph 8 et seq.

26 8.3 Non-Discrimination in Employment

27 8.3.1 CONTRACTOR shall comply with Executive Order 11246,  
28 entitled "Equal Employment Opportunity," as amended by Executive Order 11375

1 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

2 8.3.2 All solicitations or advertisements for employees placed  
3 by or on behalf of CONTRACTOR shall state that all qualified applicants will  
4 receive consideration for employment without regard to race, religious creed,  
5 color, national origin, ancestry, physical disability, mental disability,  
6 medical condition, genetic information, marital status, sex, gender, gender  
7 identity, gender expression, age, sexual orientation, military and veteran  
8 status, or any other protected group, in accordance with the requirements of  
9 all applicable federal or State laws. Notices describing the provisions of  
10 the equal opportunity clause shall be posted in a conspicuous place for  
11 employees and job applicants.

12 8.3.3 CONTRACTOR shall refer any and all employees desirous of  
13 filing a formal discrimination complaint to:

14 California Department of Social Services

15 Public Inquiry and Response Bureau

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

17 Sacramento, CA 95814

18 Telephone: (800) 952-5253

19 (800) 952-8349 (For the hard of hearing)

#### 20 8.4 Non-Discrimination in Service Delivery

21 8.4.1 CONTRACTOR shall comply with Titles VI and VII of the  
22 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
23 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
24 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II  
25 of the Americans with Disabilities Act of 1990, as amended; California Civil  
26 Code Section 51 et seq., as amended; California Government Code (CGC) Sections  
27 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC  
28 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-

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

16 8.4.2 CONTRACTOR shall provide any and all clients desirous of  
17 filing a formal complaint any and all information as appropriate:

18 8.4.2.1 Pamphlet: "Your Rights Under California  
19 Welfare Programs" (PUB 13)

20 8.4.2.2 Discrimination Complaint Form

21 8.4.2.3 Civil Rights Contacts:

22 County Civil Rights Contact:

23 Orange County Social Services Agency

24 Program Integrity

25 Attn: Civil Rights Coordinator

26 P.O. Box 22001

27 Santa Ana, CA 92702-2001

28 Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

9. NOTICES

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

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

CONTRACTOR: Olive Crest  
2130 E. 4<sup>th</sup> Street, Suite 200  
Santa Ana, CA 92705

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

1 aforesaid, any change in the address to which notices must be sent.

2 10. NOTICE OF DELAYS

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

8 11. INDEMNIFICATION

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

22 12. INSURANCE

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

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

4 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
5 behalf of CONTRACTOR pursuant to this Agreement shall be covered under  
6 CONTRACTOR's insurance as an Additional Insured or maintain insurance subject  
7 to the same terms and conditions as set forth herein for CONTRACTOR.  
8 CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
9 than the level of coverage required by COUNTY from CONTRACTOR under this  
10 Agreement. It is the obligation of CONTRACTOR to provide notice of the  
11 insurance requirements to every subcontractor and to receive proof of  
12 insurance prior to allowing any subcontractor to begin work. Such proof of  
13 insurance must be maintained by CONTRACTOR through the entirety of this  
14 Agreement for inspection by COUNTY representative(s) at any reasonable time.

15 12.3 All self-insured retentions (SIRs) shall be clearly stated on the  
16 Certificate of Insurance. Any SIR in an amount in excess of fifty thousand  
17 dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager,  
18 or designee, upon review of CONTRACTOR's current audited financial report. If  
19 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without  
20 limitation of, any other indemnity provision(s) in the Agreement, agrees to  
21 all of the following:

22 12.3.1 In addition to the duty to indemnify and hold COUNTY  
23 harmless against any and all liability, claim, demand or suit resulting from  
24 CONTRACTOR's, its agent's, employee's or subcontractor's performance of this  
25 Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with  
26 counsel approved by Board of Supervisors against same; and

27 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be  
28 absolute and irrespective of any duty to indemnify or hold harmless; and

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

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

12.5 Qualified Insurer

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

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

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

| <u>Coverage</u>   | <u>Minimum Limits</u>                               |
|---|---|
| Commercial General Liability  | \$1,000,000 per occurrence<br>\$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<br>\$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 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 (15<sup>th</sup>) calendar day of the month for  
27 expenses incurred in the preceding month. In the event the fifteenth (15<sup>th</sup>)  
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 30<sup>th</sup> of each  
21 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> 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 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies  
8 of organization-wide audits for each of the fiscal cycles corresponding with  
9 the term of this Agreement. CONTRACTOR shall provide each audit within  
10 fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to  
11 comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny  
12 payment under this or any subsequent Agreement with CONTRACTOR until such time  
13 as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may  
14 modify CONTRACTOR's audit submission deadline upon notice to CONTRACTOR.

15 25. RECORDS, INSPECTIONS, AND AUDITS

16 25.1 Financial Records

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

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

27 25.2 Client Records

28 25.2.1 CONTRACTOR shall prepare and maintain accurate and

1 complete records of clients served and dates and type of services provided  
2 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

3 25.2.2 CONTRACTOR shall keep all COUNTY data provided to  
4 CONTRACTOR during the term(s) of this Agreement for a minimum of five (5)  
5 years from the date of final payment under this Agreement, or until all  
6 pending COUNTY, State, and federal audits are completed, whichever is later.  
7 These records shall be stored in Orange County, unless CONTRACTOR requests and  
8 COUNTY provides written approval for the right to store the records in another  
9 county. Notwithstanding anything to the contrary, upon termination of this  
10 Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to  
11 COUNTY in accordance with Subparagraph 42.2.

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

### 17 25.3 Public Records

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

### 22 25.4 Inspections and Audits

23 25.4.1 The U.S. Department of Health and Human Services,  
24 Comptroller General of the United States, Director of CDSS, State Auditor-  
25 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
26 Department, or any of their authorized representatives, shall have access to  
27 any books, documents, papers, and records, including medical records, of  
28 CONTRACTOR which any of them may determine to be pertinent to this Agreement.

1 Further, all the above mentioned persons have the right at all reasonable  
2 times to inspect or otherwise evaluate the work performed or being performed  
3 under this Agreement and the premises in which it is being performed.

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

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

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

#### 16 25.5 Evaluation Studies

17 25.5.1 CONTRACTOR shall participate, as requested by COUNTY, in  
18 research and/or evaluative studies designed to show the effectiveness and/or  
19 efficiency of CONTRACTOR's services or provide information about CONTRACTOR's  
20 project.

#### 21 26. PERSONNEL DISCLOSURE

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

27 26.1.1 Names and dates of birth of all full or part-time  
28 personnel by title, including volunteer personnel, whose direct services are

1 required to provide the programs described herein;

2 26.1.2 A brief description of the functions of each position and  
3 the hours each person works each week, or for part-time personnel, each day or  
4 month, as appropriate;

5 26.1.3 The professional degree, if applicable, and experience  
6 required for each position; and

7 26.1.4 The language skill, if applicable, for all personnel.

8 26.2 CONTRACTOR shall conduct initial or pre-hire background checks on  
9 all Wraparound Orange County Direct Services staff. CONTRACTOR shall conduct  
10 all of the following:

11 26.2.1 Health, including tuberculosis, and drug screening for  
12 new hires.

13 26.2.2 Department of Motor Vehicle (DMV) clearance.

14 26.2.3 Professional License and insurance status (as applicable)  
15 for new hires and at license renewal.

16 26.2.4 Sanction screenings, twice a year (Office of Inspector  
17 General exclusion list, System for Award Management [SAM] and Medi-Cal  
18 exclusions).

19 26.3 Where authorized by law, and in a manner consistent with  
20 California Government Code §12952, CONTRACTOR shall require prospective  
21 employees to provide detailed information regarding the conviction of a crime  
22 by any court for offenses other than minor traffic offenses. Information  
23 discovered subsequent to the hiring or promotion of any prospective employee  
24 shall be cause for termination from the performance of services under this  
25 Agreement.

26 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
27 COUNTY, a clearance on the following public websites of the names and dates of  
28 birth for all employees and/or volunteers who will have direct, interactive

1 contact with clients served through this Agreement: U.S. Department of Justice  
2 (DOJ) National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex  
3 Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

4 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
5 COUNTY, a criminal record background check on all employees (direct service  
6 and administrative) funded through this Agreement and also all non-funded  
7 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
8 interactive contact with clients served through this Agreement. Background  
9 checks conducted through the California Department of Justice shall include a  
10 check of the California Central Child Abuse Index, when applicable.  
11 Candidates will satisfy background checks consistent with this Paragraph and  
12 their performance of services under this Agreement.

13 26.6 CONTRACTOR shall ensure that clearances and background checks  
14 described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's  
15 personnel providing services under this Agreement.

16 26.7 In the event a record is revealed through the processes described  
17 in Subparagraphs 26.2, 26.4, and 26.5, COUNTY will be available to consult  
18 with CONTRACTOR on appropriateness of personnel providing services through  
19 this Agreement.

20 26.8 CONTRACTOR warrants that all persons employed or otherwise  
21 assigned by CONTRACTOR to provide services under this Agreement have  
22 satisfactory past work records and/or reference checks indicating their  
23 ability to perform the required duties and accept the kind of responsibility  
24 anticipated under this Agreement. CONTRACTOR shall maintain records of  
25 background investigations and reference checks undertaken and coordinated by  
26 CONTRACTOR for each employee and/or volunteer assigned to provide services  
27 under this Agreement, for a minimum of five (5) years from the date of final  
28 payment under this Agreement, or until all pending COUNTY, State, and federal

1 audits are completed, whichever is later, in compliance with all applicable  
2 laws.

3 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the  
4 arrest and/or subsequent conviction, for offenses, other than minor traffic  
5 offenses, of any paid employee and/or volunteer staff performing services  
6 under this Agreement, when such information becomes known to CONTRACTOR.  
7 ADMINISTRATOR may determine whether such employee and/or volunteer may  
8 continue to provide services under this Agreement and shall provide notice of  
9 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply  
10 with ADMINISTRATOR's decision shall be deemed a material breach of this  
11 Agreement, pursuant to Paragraph 18 above.

12 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
13 staff performing work hereunder, and any proposed changes in CONTRACTOR's  
14 staff.

15 26.11 COUNTY shall have the right to require CONTRACTOR to remove any  
16 employee from the performance of services under this Agreement. At the  
17 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

18 26.12 CONTRACTOR shall notify COUNTY immediately when staff is  
19 terminated for cause from working on this Agreement.

20 26.13 Disqualification, if any, of CONTRACTOR staff, pursuant to  
21 Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all  
22 work in accordance with the terms and conditions of this Agreement.

23 27. EMPLOYMENT ELIGIBILITY VERIFICATION

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



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

13 28. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

14 28.1 CONTRACTOR certifies it is in full compliance with all applicable  
15 federal and State reporting requirements regarding its employees and with all  
16 lawfully served Wage and Earnings Assignment Orders and Notices of Assignments  
17 and will continue to be in compliance throughout the term of the Agreement  
18 with the County of Orange. Failure to comply shall constitute a material  
19 breach of the Agreement and failure to cure such breach within sixty (60)  
20 calendar days of notice from the COUNTY shall constitute grounds for  
21 termination of the Agreement.

22 28.2 In the case of an individual contractor or contractor doing  
23 business in a form other than an individual, CONTRACTOR agrees to furnish  
24 ADMINISTRATOR within thirty (30) days of the award of this Agreement:

25 28.2.1 His/her name, date of birth, Social Security Number, and  
26 residence address; or

27 28.2.2 In the case of a contractor doing business in a form  
28 other than as an individual, the name, date of birth, Social Security Number,

1 and residence address of each individual who owns an interest of ten percent  
2 (10%) or more in the contracting entity.

3 28.3 It is expressly understood that this data will be transmitted to  
4 governmental agencies charged with the establishment and enforcement of child  
5 support orders, and for no other purpose.

6 29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

25 31. CONFIDENTIALITY

26 31.1 CONTRACTOR agrees to maintain the confidentiality of its records  
27 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,  
28 and all other provisions of law, and regulations promulgated thereunder

1 relating to privacy and confidentiality, as each may now exist or be hereafter  
2 amended.

3 31.2 All records and information concerning any and all persons  
4 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
5 kept confidential by CONTRACTOR and CONTRACTOR's employees, agents,  
6 subcontractors, and all other individuals performing services under this  
7 Agreement. CONTRACTOR shall require all of its employees, agents,  
8 subcontractors, and all other individuals performing services under this  
9 Agreement to sign an agreement with CONTRACTOR before commencing the provision  
10 of any such services, agreeing to maintain confidentiality pursuant to State  
11 and federal law and the terms of this Agreement.

12 31.3 CONTRACTOR shall inform all of its employees, agents,  
13 subcontractors, and all other individuals performing services under this  
14 Agreement of this provision and that any person violating the provisions of  
15 said California state law may be guilty of a crime.

16 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
17 be subject to the confidentiality requirements of this Agreement.

18 31.5 CONTRACTOR agrees to maintain the confidentiality of its records  
19 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
20 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
21 regarding Confidentiality, as it now exists or may hereafter be amended.

22 31.5.1 No access, disclosure, or release of information  
23 regarding a child who is the subject of Juvenile Court proceedings shall be  
24 permitted except as authorized. If authorization is in doubt, no such  
25 information shall be released without the written approval of a Judge of the  
26 Juvenile Court.

27 31.5.2 CONTRACTOR must receive prior written approval of the  
28 Juvenile Court before allowing any child to be interviewed, photographed, or

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

4 32. SECURITY

5 32.1 Security Requirements

6 32.1.1 CONTRACTOR agrees to maintain the confidentiality of all  
7 COUNTY and COUNTY-related records and information pursuant to all statutory  
8 laws relating to privacy and confidentiality that currently exists or exists  
9 at any time during the term of this Agreement. CONTRACTOR represents and  
10 warrants that it has implemented and will maintain during the term of this  
11 Agreement administrative, physical, and technical safeguards to reasonably  
12 protect private and confidential client information, to protect against  
13 anticipated threats to the security or integrity of COUNTY data, and to  
14 protect against unauthorized physical or electronic access to or use of COUNTY  
15 data. Such safeguards and controls shall include at a minimum:

16 32.1.1.1 Storage of confidential paper files that  
17 ensures records are secured, handled, transported, and destroyed in a manner  
18 that prevents unauthorized access.

19 32.1.1.2 Control of access to physical and electronic  
20 records to ensure COUNTY data is accessed only by individuals with a need to  
21 know for the delivery of contract services.

22 32.1.1.3 Control to prevent unauthorized access and to  
23 prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
24 individuals.

25 32.1.1.4 Firewall protection.

26 32.1.1.5 Use of encryption methods of electronic  
27 COUNTY data while in transit from CONTRACTOR networks to external networks,  
28 when applicable.

1                   32.1.1.6 Measures to securely store all COUNTY data,  
2 including, but not be limited to, encryption at rest and multiple levels of  
3 authentication and measures to ensure COUNTY data shall not be altered or  
4 corrupted without COUNTY's prior written consent. CONTRACTOR further  
5 represents and warrants that it has implemented and will maintain during the  
6 term of this Agreement administrative, technical, and physical safeguards and  
7 controls consistent with State and federal security requirements.

## 8           32.2 Security Breach Notification

9           32.2.1 CONTRACTOR shall have policies and procedures in place  
10 for the effective management of Security Breaches, as defined below. In the  
11 event of any actual, attempted, suspected, threatened, or reasonably  
12 foreseeable circumstance CONTRACTOR experiences or learns of that either  
13 compromises or could reasonably be expected to comprise COUNTY data through  
14 unauthorized use, disclosure, or acquisition of COUNTY data ("Security  
15 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After  
16 such notification, CONTRACTOR shall, at its own expense, immediately:

17                   32.2.1.1 Investigate to determine the nature and  
18 extent of the Security Breach.

19                   32.2.1.2 Contain the incident by taking necessary  
20 action, including, but not limited to, attempting to recover records, revoking  
21 access, and/or correcting weaknesses in security.

22                   32.2.1.3 Report to COUNTY the nature of the Security  
23 Breach, the COUNTY data used or disclosed, the person who made the  
24 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has  
25 done or will do to mitigate any harmful effect of the unauthorized use or  
26 disclosure, and the corrective action CONTRACTOR has taken or will take to  
27 prevent future similar unauthorized use or disclosure.

28           32.2.2 The COUNTY, at its sole discretion and on a case-by-case

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

10 33. COPYRIGHT ACCESS

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

15 34. WAIVER

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

24 35. PETTY CASH

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

27 36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

28 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY.

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

5 36.2 CONTRACTOR may develop and publish information related to this  
6 Agreement where all of the following conditions are satisfied:

7 36.2.1 ADMINISTRATOR provides its written approval of the  
8 content and publication of the information at least thirty (30) days prior to  
9 CONTRACTOR publishing the information, unless a different timeframe for  
10 approval is agreed upon by the ADMINISTRATOR;

11 36.2.2 Unless directed otherwise by ADMINISTRATOR, the  
12 information includes a statement that the program, wholly or in part, is  
13 funded through County, State, and Federal Government funds;

14 36.2.3 The information does not give the appearance that the  
15 COUNTY, its officers, employees, or agencies endorse:

16 36.2.3.1 Any commercial product or service; and,

17 36.2.3.2 Any product or service provided by  
18 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

19 36.2.4 If CONTRACTOR uses social media (such as Facebook,  
20 Twitter, YouTube, or other publicly available social media sites) to publish  
21 information related to this Agreement, CONTRACTOR shall develop social media  
22 policies and procedures and have them available to the ADMINISTRATOR.  
23 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
24 they pertain to any social media developed in support of the services  
25 described within this Agreement. The policy is available on the Internet at  
26 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

27 37. REPORTS

28 37.1 CONTRACTOR shall provide information deemed necessary by

1 ADMINISTRATOR to complete any State-required reports related to the services  
2 provided under this Agreement.

3 37.2 CONTRACTOR shall maintain records and submit reports containing  
4 such data and information regarding the performance of CONTRACTOR's services,  
5 costs, or other data relating to this Agreement, as may be requested by  
6 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
7 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

8 38. ENERGY EFFICIENCY STANDARDS

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

12 39. ENVIRONMENTAL PROTECTION STANDARDS

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

18 39.1 No facility to be utilized in the performance of the proposed  
19 grant has been listed on the EPA List of Violating Facilities;

20 39.2 It will notify COUNTY prior to award of the receipt of any  
21 communication from the Director, Office of Federal Activities, U.S. EPA,  
22 indicating that a facility to be utilized for the grant is under consideration  
23 to be listed on the EPA List of Violating Facilities; and

24 39.3 It will notify COUNTY and EPA about any known violation of the  
25 above laws and regulations.

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

28 40.1 CONTRACTOR shall be in compliance with Section 319 of Public Law



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

8 40.1.1 The definitions and prohibitions contained in the clause  
9 at Federal Acquisition Regulation 52.203-12, Limitation on Payments to  
10 Influence Certain Federal Transactions, included in this solicitation, are  
11 hereby incorporated by reference in Subparagraph B of this certification.

12 40.1.2 The offeror, by signing its offer, hereby certifies to  
13 the best of his or her knowledge and belief as of December 23, 1989, that

14 40.1.2.1 No federal appropriated funds have been paid  
15 or will be paid to any person for influencing or attempting to influence an  
16 officer or employee of any agency, a Member of Congress, an officer or  
17 employee of Congress, or an employee of a Member of Congress on his or her  
18 behalf in connection with the awarding of any federal contract, the making of  
19 any federal grant, the making of any federal loan, the entering into of any  
20 cooperative agreement, and the extension, continuation, renewal, amendment, or  
21 modification of any federal contract, grant, loan or cooperative agreement;

22 40.1.2.2 If any funds other than federal appropriated  
23 funds (including profit or fee received under a covered federal transaction)  
24 have been paid, or will be paid, to any person for influencing or attempting  
25 to influence an officer or employee of any agency, a Member of Congress, an  
26 officer or employee of Congress, or an employee of a Member of Congress on his  
27 or her behalf in connection with this solicitation, the offeror shall complete  
28 and submit with its offer, OMB standard form LLL, Disclosure of Lobbying

1 Activities, to the Contracting Officer; and

2 40.1.2.3 He or she will include the language of this  
3 certification in all subcontract awards at any tier and require that all  
4 recipients of subcontract awards in excess of \$100,000 shall certify and  
5 disclose accordingly.

6 40.1.3 Submission of this certification and disclosure is a  
7 prerequisite for making or entering into this Agreement imposed by Section  
8 1352, Title 31, USC. Any person who makes an expenditure prohibited under  
9 this provision or who fails to file or amend the disclosure form to be filed  
10 or amended by this provision, shall be subject to a civil penalty of not less  
11 than \$10,000, and not more than \$100,000, for each such failure.

12 41. POLITICAL ACTIVITY

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

16 42. TERMINATION PROVISIONS

17 42.1 ADMINISTRATOR may terminate this Agreement without penalty,  
18 immediately with cause or after thirty (30) days written notice without cause,  
19 unless otherwise specified. Notice shall be deemed served on the date of  
20 mailing. Cause shall include, but not be limited, to any breach of contract,  
21 any partial misrepresentation whether negligent or willful, fraud on the part  
22 of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's  
23 reasonable control, and repeated or continued violations of COUNTY ordinances  
24 unrelated to performance under this Agreement that, in the reasonable opinion  
25 of COUNTY, indicate a willful or reckless disregard for COUNTY laws and  
26 regulations. Exercise by ADMINISTRATOR of the right to terminate this  
27 Agreement shall relieve COUNTY of all further obligations under this  
28 Agreement.

1           42.2 For ninety (90) calendar days prior to the expiration date of this  
2 Agreement, or upon notice of termination of this Agreement (“Transition  
3 Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly  
4 transfer of service responsibilities, case records, and pertinent documents.  
5 The Transition Period may be modified as agreed upon in writing by the  
6 parties. During the Transition Period, service and data access shall continue  
7 to be made available to COUNTY without alteration. CONTRACTOR also shall  
8 assist COUNTY in extracting and/or transitioning all data in the format  
9 determined by COUNTY.

10           42.3 In the event of termination of this Agreement, cessation of  
11 business by CONTRACTOR, or any other event preventing CONTRACTOR from  
12 continuing to provide services, CONTRACTOR shall not withhold the COUNTY data  
13 or refuse for any reason, to promptly provide to COUNTY the COUNTY data if  
14 requested to do so on such media as reasonably requested by COUNTY, even if  
15 COUNTY is then or is alleged to be in breach of this Agreement.

16           42.4 The obligations of COUNTY under this Agreement are contingent upon  
17 the availability of federal and/or State funds, as applicable, for the  
18 reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds  
19 for the services hereunder in the budget approved by the Orange County Board  
20 of Supervisors each fiscal year this Agreement remains in effect or operation.  
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
22 immediately terminate this Agreement, reduce COUNTY’s maximum obligation, or  
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
25 notification of such determination. CONTRACTOR shall immediately comply with  
26 ADMINISTRATOR’s decision.

27           42.5 If any term, covenant, condition, or provision of this Agreement  
28 or the application thereof is held invalid, void, or unenforceable, the

1 remainder of the provisions in this Agreement shall remain in full force and  
2 effect and shall in no way be affected, impaired, or invalidated thereby.

3 43. GOVERNING LAW AND VENUE

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

13 44. SIGNATURE IN COUNTERPARTS

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

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

22 ///

23 ///

24 ///

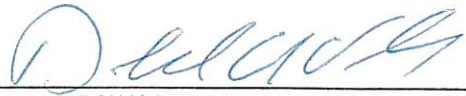
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WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By:   
DONALD A. VERLEUR  
CHIEF EXECUTIVE OFFICER  
OLIVE CREST

By: \_\_\_\_\_  
CHAIRMAN  
OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 5/8/18

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

By:   
DEPUTY

Dated: 05/09/18

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EXHIBIT A  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

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, 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 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 parent (formerly foster parent) who has agreed to participate in Wrap OC; and/or

1.1.4 In placement or at risk of placement in a congregate care

1 setting, including Group Home (RCL 10-16), STRTPs, or Juvenile Detention  
2 Facilities. These congregate care settings focus on care for Participants who  
3 exhibit significant emotional/behavioral disturbance and who require a highly-  
4 structured environment and/or specialized treatment, and/or exhibit one or  
5 more behaviors, such as, but not limited to, the following:

6 1.1.4.1 Exhibit the following behaviors, frequent  
7 running away, gang involvement, tagging, property destruction, self-harming,  
8 possession of deadly weapon(s), adjudicated sex offenders, possession of  
9 alcohol and/or drugs for use or sale, juvenile perpetrator, substance abuse  
10 disorder, fire-starter, sexualized behavior, sexual exploitation, multiple  
11 placements, minor criminal behavior, oppositional/defiant behavior,  
12 aggression, assaultive toward others, educational deficiencies, habitual  
13 school truancy and/or other school-related behavior problems, post-traumatic  
14 stress, behaviors beyond control of parent(s) or primary caregiver(s),  
15 recognized mild developmental disorder, significant mental health disorders,  
16 one or more hospitalizations in a mental health facility, and/or Participants  
17 who may have previously received other intensified services. In addition,  
18 Participants may have been raised in families with multi-generational criminal  
19 justice involvement, social services involvement, and/or mental health  
20 disorders.

21 1.2 Services shall also be extended to the following:

22 1.2.1 Families of Participants as described in Subparagraph 1.1  
23 of this Exhibit A, as directed by COUNTY;

24 1.2.2 Wraparound-eligible Participants residing with relatives  
25 or caregivers in a contiguous county outside of Orange County (i.e., Los  
26 Angeles, San Diego, Riverside and San Bernardino Counties). CONTRACTOR may  
27 occasionally be required to serve families located outside of Orange County or  
28 its contiguous counties. Approximately ten-to-fifteen percent (10-15%) of the

1 referred population may reside outside of Orange County; and

2 1.2.3 Families of Participants participating in the Adoption  
3 Assistance Program (AAP), Treatment Foster Care Oregon - Orange County (TFCO-  
4 OC), Multidimensional Treatment Individualized Plan (MTIP), Emergency  
5 Response/Family Maintenance Collaborative Services (ER/FMCS), and/or the  
6 Multi-Disciplinary Consultation Team (MDCT), and/or other programs as deemed  
7 appropriate by ADMINISTRATOR.

8 2. SERVICE STANDARDS

9 2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are  
10 incorporated herein by reference and as outlined in the Wrap OC Plan, as well  
11 as State laws and regulations pertaining to Wraparound as now exist or are  
12 amended hereafter.

13 2.2 CONTRACTOR shall provide services to transition and/or maintain  
14 Participants in their homes or home-like settings as an alternative to  
15 congregate care. Participants will be eligible for available referral slots.  
16 ADMINISTRATOR will assign referral slots at its sole discretion to CONTRACTOR  
17 and does not guarantee any number of Participants will be assigned to  
18 CONTRACTOR.

19 2.3 CONTRACTOR shall provide intensive, strength- and needs-based  
20 services and supports, using a community-based and family-centered process.  
21 Services and supports must be individualized and comprehensive and provided in  
22 a manner that is culturally responsive and linguistically appropriate for the  
23 population served.

24 2.4 CONTRACTOR shall recruit, hire, and maintain staff qualified to  
25 provide services to the diverse population served by Wrap OC. CONTRACTOR's  
26 staff shall have the language skills and cultural awareness necessary to  
27 communicate fully and effectively with Participants and Participants' families  
28 in settings that are community-based and/or accessible to diverse communities.



1           2.5 CONTRACTOR shall provide qualified bilingual staff as specified in  
2 Paragraph 4 of this Exhibit A. CONTRACTOR shall clearly identify bilingual  
3 staff positions in the budget and ensure the staff filling said positions are  
4 proficient in English and the specific language in which services will be  
5 provided.

6           2.6 CONTRACTOR staff shall be proficient in English and exhibit the  
7 ability to speak and write English and to prepare clear, complete, and concise  
8 case notes, reports, etc., in both English and the specified languages (i.e.,  
9 Spanish or other threshold languages as determined by ADMINISTRATOR).

10          2.7 CONTRACTOR shall continue to develop, implement, and document  
11 policies and procedures that are culturally responsive, as determined by  
12 COUNTY. Such efforts include, but are not limited to, the following:

13           2.7.1 Participation in COUNTY-sponsored and other applicable  
14 training;

15           2.7.2 Providing literature, brochures, and other paperwork  
16 Participants and Participants' families are required to sign, in multiple  
17 COUNTY-recognized threshold languages and formats as appropriate; and

18           2.7.3 Identification of measures taken to enhance accessibility  
19 for and responsiveness to individuals and communities who exhibit physical,  
20 mental, developmental, and/or other challenges.

21          2.8 CONTRACTOR shall ensure language translation needed for Wrap OC  
22 shall be provided by qualified staff and not by the Participant and/or  
23 Participant's parent/caregiver/family members or any minor youth or children.

24           2.8.1 In addition to language skills, a qualified interpreter  
25 need not be trained in mental health services, but must have the ability to  
26 accurately translate terms associated with mental illness, psychotropic  
27 medications, and cultural beliefs and practices.

28          2.9 CONTRACTOR shall establish, model, and maintain professional

1 boundaries among staff and in all interactions with Participants, their  
2 respective families, and Wrap Child and Family Teams (Wrap CFTs).

3 2.10 CONTRACTOR shall assist NMD Participants develop skills needed to  
4 become self-sufficient, including skills to obtain and maintain employment,  
5 housing, and any other traditional independent living skills and needs for  
6 emancipating youth. CONTRACTOR shall also assist by providing linkages to  
7 help youth achieve their educational goals (e.g. tutoring services, career  
8 workshops, etc.). NMD may be assigned to and assisted by either a Parent  
9 Partner or Youth Partner, depending on the NMD's preference, skill level,  
10 and/or needs.

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

14 2.12 CONTRACTOR shall adhere to the Wrap OC model that recognizes  
15 phases of progression from dependence to self-sufficiency. Interventions,  
16 including the intensity of support provided by CONTRACTOR's Care Coordinator,  
17 Parent Partner, and TFCO-OC Youth Partner or Youth Partner, shall be adjusted  
18 to reflect the Participant and the Participant's family's progression through  
19 these phases. Family involvement, family decision-making, reliance on formal  
20 supports and development of informal supports, are other factors that are  
21 expected to change with successful movement through the different phases. The  
22 phases of Wrap OC, subject to change by ADMINISTRATOR based on research and  
23 best practices, currently include the following four (4) phases:

24 2.12.1 Engagement

25 The Engagement phase is focused on the initial stage of  
26 Wrap OC planning and encompasses initial Wrap CFT development through face-to-  
27 face contact with the Participant and Participant's family, as well as either  
28 face-to-face or telephone contact with potential Wrap CFT members. Formal

1 Wrap OC meetings may or may not occur during the initial Engagement phase, as  
2 the Care Coordinator is gathering Participant and Participant's family  
3 perspectives through interviews to assess the family strengths, needs, and  
4 concerns by the Wrap CFT. Family Engagement occurs throughout the  
5 Participant's involvement in the Wrap OC process.

#### 6 2.12.2 Planning

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

#### 19 2.12.3 Implementation

20 This phase directly follows the completion of the initial  
21 POC and Safety Plan. During this phase, the Participant and Wrap CFT meet  
22 regularly, with the express purpose of modifying and adjusting the POC and  
23 Safety Plan based on the follow-through and effectiveness of the interventions  
24 within the POC.

#### 25 2.12.4 Transition

26 This phase occurs when the initial POC has been  
27 implemented and modified over time and a comprehensive set of interventions  
28 are successfully delivered to achieve the desired outcomes. Effective

1 transition planning is a thoughtful process that engages the entire Wrap CFT  
2 in decision-making, supports rather than abandons the family, and helps the  
3 Participant and the Participant's family move closer toward maximum positive  
4 functioning and self-sufficiency, free from reliance on formal supports. The  
5 formal transition phase can range from two (2) weeks to three (3) months.

6 2.13 CONTRACTOR shall monitor each Participant's and Participant's  
7 family's progress, identify barriers to progress, and assist the Participant  
8 and Participant's family in developing effective methods to overcome barriers.  
9 CONTRACTOR or ADMINISTRATOR may request case consultation through Wraparound  
10 Review and Intake Team (WRIT) Technical Assistance Process or the Family  
11 Review Process as needed.

12 2.14 CONTRACTOR shall use the POC as the structural tool and road map  
13 to ensure that all Wrap CFT members focus on a common goal; maximize the  
14 family strengths to achieve the goal; agree on the family's needs, as  
15 prioritized by the Wrap CFT; and respect the community's needs and the  
16 referring agency's needs, as reflected in any existing court orders, laws and  
17 regulations of the community and/or referring agency. Family involvement in  
18 accepting ownership of the POC is critical to success and is expected to  
19 increase with progression toward self-sufficiency. The POC for each  
20 Participant shall include, but not be limited to, the following elements:

21 2.14.1 Date the case is assigned, completed, and approved;

22 2.14.2 Wrap CFT Vision Statement;

23 2.14.3 Specific needs in applicable life areas;

24 2.14.4 Involved parties and who is responsible for specific  
25 actions and interventions;

26 2.14.5 Service provider(s);

27 2.14.6 Strengths of each Wrap CFT member;

28 2.14.7 Funding source(s) for actions and/or interventions;

1                   2.14.8 Estimated date(s) of completion for actions and/or  
2 interventions;

3                   2.14.9 Progress and outcomes in prior month(s);

4                   2.14.10 Continuing service(s); and

5                   2.14.11 Discontinued service(s) and reason for discontinuation  
6 including, but not limited to, the following:

7                   2.14.11.1 Effective outcomes, therefore services are no  
8 longer needed;

9                   2.14.11.2 Ineffective services and, therefore,  
10 discontinued;

11                   2.14.11.3 Added service(s) and reason; and

12                   2.14.11.4 Service cost by unit and total.

13                   2.15 CONTRACTOR shall ensure that each POC and Safety Plan is developed  
14 and supported by the Wrap CFT, as evidenced by signatures of all Wrap CFT  
15 members. The POC signature sheets shall identify each member as a formal or  
16 informal support.

17                   2.16 CONTRACTOR shall complete an addendum to the active POC when a  
18 change in circumstance has occurred in the Participant and/or Participant's  
19 family that warrants a revision to the needs, interventions, and/or vision  
20 stated in the most current POC.

21                   2.17 CONTRACTOR shall access and maximize the use of informal family  
22 and community resources to meet Participant and Participant's family needs.

23                   2.18 CONTRACTOR shall utilize the COUNTY's Provider Network Program  
24 (PNP) to meet Participant's needs, when considered necessary, and as  
25 authorized in advance and in writing by ADMINISTRATOR.

26                   2.19 CONTRACTOR's Wrap OC operational plan shall include a parent  
27 support program to help parent(s)/caregiver(s) with a focus on, but not  
28 limited to, the following:

1 2.19.1 Understanding the Participant's unique needs;

2 2.19.2 Becoming informed advocates for the Participant;

3 2.19.3 Navigating formal systems, such as Juvenile Court,  
4 schools, and other agencies;

5 2.19.4 Participating on multi-disciplinary teams, such as the  
6 Wrap CFT or an Individualized Education Planning (IEP) Group;

7 2.19.5 Leading parent groups and related forums; and

8 2.19.6 Strengthening parenting skills.

9 2.20 CONTRACTOR shall provide Participants' families with training and  
10 information to support them in their roles as active, informed decision-makers  
11 for, and with, the Participant.

12 2.21 CONTRACTOR shall, at ADMINISTRATOR's direction, utilize  
13 Participants and Participants' families to design and provide education,  
14 training, and staff development to enhance the effectiveness of parent/family-  
15 professional partnerships, family-centered services, cultural responsiveness,  
16 and family advocacy and support efforts.

17 2.22 CONTRACTOR shall create opportunities for Participants,  
18 Participants' families, and Wrap CFT members to participate in multi-  
19 disciplinary training.

20 3. MEDI-CAL CAPACITY

21 CDSS may change Medi-Cal rates without advance notification. COUNTY  
22 will advise CONTRACTOR upon notice from CDSS that rates have changed. As a  
23 result, reimbursement by COUNTY to CONTRACTOR may be less than the Maximum  
24 Obligation referenced in Subparagraph 19.1 of this Agreement.

25 For Medi-Cal billable services provided by CONTRACTOR to Participant(s),  
26 COUNTY will claim reimbursement to the California State Medi-Cal Program for  
27 services rendered by CONTRACTOR, to the extent these services are Medi-Cal  
28 eligible. CONTRACTOR shall therefore be required to enter into an agreement

1 with the County of Orange Health Care Agency (HCA) for reimbursement of all  
2 Medi-Cal eligible services that are not reimbursed through any agreements with  
3 ADMINISTRATOR.

4 Reimbursements to CONTRACTOR by HCA are interim payments and subject to  
5 final settlement in accordance with cost reporting instructions to be provided  
6 by COUNTY. CONTRACTOR will be reimbursed by HCA for Medi-Cal billable  
7 services hereunder; provided further that CONTRACTOR's costs are reimbursable  
8 pursuant to County, State, and federal regulations.

9 HCA will reimburse the actual cost of providing Medi-Cal services.  
10 ADMINISTRATOR will reimburse CONTRACTOR for actual allowable non-Medi-Cal  
11 billable costs incurred and paid by CONTRACTOR, as defined in 2 CFR, Part 230  
12 or as approved by COUNTY.

13 3.1 CONTRACTOR shall open a Medi-Cal case from the date the case is  
14 opened in Wrap OC for all Participants who are eligible for and/or should be  
15 eligible for Medi-Cal. All Medi-Cal services shall be billed to Medi-Cal from  
16 the date the case is opened in Wrap OC.

17 3.2 CONTRACTOR shall complete a Psychosocial Assessment to determine  
18 medical necessity and to identify Participants who meet Pathways to Well-Being  
19 subclass criteria but who may not have been identified previously.

20 3.3 CONTRACTOR shall obtain advance written approval from  
21 ADMINISTRATOR for all Medi-Cal eligible Participants for which CONTRACTOR will  
22 not bill Medi-Cal, in any given month.

23 3.4 CONTRACTOR shall notify ADMINISTRATOR if referred Participant(s)  
24 is/are not eligible for Medi-Cal at the time of referral, or if eligibility  
25 status changes while Participant(s) is/are enrolled in Wrap OC.

26 3.5 CONTRACTOR shall enter Medi-Cal data into the Integrated Record  
27 Information System (IRIS) database as directed by HCA, shall comply with all  
28 Medi-Cal regulations, and shall retain all documentation required by HCA for

1 Medi-Cal billing.

2 3.6 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly summary  
3 of Participants seen, corresponding Medi-Cal costs, and units of service.  
4 CONTRACTOR shall submit summary reports by the twentieth (20th) day for the  
5 prior month of service. The summary shall include detailed, written  
6 information on all Participants whose services were not billed to Medi-Cal,  
7 explaining why Medi-Cal was not billed and confirming COUNTY's advance written  
8 authorization.

9 3.7 CONTRACTOR shall invoice HCA for the cost of providing Medi-Cal  
10 services on a form approved and/or supplied by HCA, and provide information  
11 required by HCA. CONTRACTOR shall submit an invoice by the tenth (10th) day  
12 of each month for the prior month's costs.

13 3.8 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly  
14 Expenditure and Revenue Report detailing actual costs of providing Medi-Cal  
15 billable and non-Medi-Cal billable Wrap OC activities as specified by COUNTY.

16 3.9 CONTRACTOR's facility shall meet standards set by the State  
17 Department of Health Care Services for Medi-Cal Participants.

18 3.9.1 CONTRACTOR's Medi-Cal-approved facility shall comply with  
19 the provisions of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794  
20 et seq., as implemented in 45 Code of Federal Regulations (CFR) 84.1 et seq.),  
21 and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.),  
22 pertaining to the prohibition of discrimination against qualified persons with  
23 disabilities in all programs or activities, as they exist now or may be  
24 hereafter amended together with succeeding legislation.

25 4. CASELOAD STANDARDS

26 ADMINISTRATOR may, at its sole discretion, modify the caseload and  
27 supervision standards, as referenced in Paragraph 4 of this Exhibit A, without  
28 reducing the level of service to be provided by CONTRACTOR and/or exceeding



1 maximum contract obligation.

2 4.1 CONTRACTOR shall ensure a caseload capacity of up to one hundred  
3 twenty (120) active referral slots. ADMINISTRATOR reserves the right to  
4 modify caseload capacity.

5 4.2 CONTRACTOR shall provide Wrap OC teams each composed of a Care  
6 Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR will  
7 determine if a family is assigned either a Youth Partner or a TFCO-OC Youth  
8 Partner. Unless otherwise specified, Youth Partner and TFCO-OC Youth Partner  
9 are used interchangeably herein. CONTRACTOR shall be required to obtain  
10 prior, written approval from ADMINISTRATOR before implementing any change(s)  
11 in Wrap OC team composition.

12 4.3 CONTRACTOR shall maintain up to twelve (12) teams comprised of the  
13 following Full Time Equivalent (FTE) staff. ADMINISTRATOR reserves the right  
14 to modify the number of teams and the type of staff composing teams.

15 4.3.1 Four (4) Wraparound Supervisors, each supervising three  
16 (3) teams (see Subparagraph 4.9 through 4.11 below);

17 4.3.2 Twelve (12) Care Coordinators, one (1) per team;

18 4.3.3 Twelve (12) Parent Partners, one (1) per team; and

19 4.3.4 Twelve (12) Youth Partners, one (1) per team.

#### 20 4.4 Bilingual Staff Ratios

21 Although English is the predominant language spoken by  
22 Participants served, bilingual staff are required to meet the language needs  
23 of Participants and/or Participants' families when the primary language is  
24 other than English (e.g., Spanish or other threshold language determined by  
25 ADMINISTRATOR). ADMINISTRATOR, at its sole discretion, may modify bilingual  
26 staff ratios and languages as it deems necessary to address target population  
27 and service needs.

28 4.4.1 CONTRACTOR shall maintain the following minimum bilingual

1 staff levels:

2 4.4.1.1 Two (2) of the four (4) Wraparound  
3 Supervisors shall be bilingual in Spanish;

4 4.4.1.2 Six (6) of the twelve (12) Care Coordinators  
5 shall be bilingual, with four or more (4+) bilingual in Spanish;

6 4.4.1.3 Six (6) of the twelve (12) Parent Partners  
7 shall be bilingual, with four or more (4+) bilingual in Spanish; and

8 4.4.1.4 Six (6) of the twelve (12) Youth Partners  
9 shall be bilingual, with four or more (4+) specifically bilingual in Spanish.

10 4.5 CONTRACTOR shall ensure that Care Coordinators, Parent Partners,  
11 and Youth Partners maintain an average of fifteen to sixteen (15-16) hours of  
12 services contacts per month, per Participant or Participant's Wrap CFT. These  
13 hours include telephone contact, face-to-face contact with the Participant  
14 and/or Participant's family, consultation time, case management and  
15 documentation, and crisis time.

16 4.6 CONTRACTOR shall ensure that Care Coordinators, Parent Partners,  
17 and Youth Partners each maintain a caseload of up to twelve (12) referral  
18 slots. Face-to-face contact with Participant and Participant's family will  
19 vary depending on the Wrap OC phase, but shall be a minimum of two (2) hours  
20 per month during the Engagement phase and a minimum of one (1) hour per month  
21 during other Wrap OC phases.

22 4.7 CONTRACTOR shall ensure that TFCO-OC Youth Partners each maintain  
23 a caseload of up to twelve (12) referral slots. Face-to-face contact will  
24 vary depending on the Wrap OC phase and the Participant's level within the  
25 TFCO-OC program, but shall be a minimum of one (1) hour weekly, or a minimum  
26 as determined by ADMINISTRATOR, during the Participant's placement within the  
27 TFCO-OC foster home, and as needed after the Participant's return to aftercare  
28 family.

1           4.8 CONTRACTOR shall, to the extent allowable under the law, ensure  
2 that staff ratio of Youth Partners reflect the gender ratio of the  
3 Participants served. Participants who are Probation Wards with the Probation  
4 Department shall be assigned a same-gender Youth Partner. ADMINISTRATOR, in  
5 its sole discretion, shall determine and approve staff ratio fluctuations.

6           4.9 CONTRACTOR's Wraparound Supervisors shall supervise a maximum of  
7 twelve (12) FTE Wrap OC staff. At ADMINISTRATOR's discretion, CONTRACTOR  
8 staff may increase FTE supervision capacity to account for vacancies and  
9 emergencies. Supervised staff shall consist of Care Coordinators, Parent  
10 Partners, and Youth Partners.

11           4.10 CONTRACTOR shall ensure that Wraparound Supervisors do not carry  
12 or maintain a regular Participant caseload. CONTRACTOR shall notify  
13 ADMINISTRATOR within twenty-four (24) hours in the event that Wraparound  
14 Supervisor(s) is/are in the position of covering a Participant caseload due to  
15 staffing issues.

16           4.11 CONTRACTOR's Wraparound Director or Wraparound Supervisor(s) shall  
17 not supervise other programs within CONTRACTOR's organization without advance,  
18 written approval by ADMINISTRATOR.

19       5.    FAMILY TEAM AND PARTICIPANT SERVICES

20           5.1 CONTRACTOR shall assign a Care Coordinator and/or a Parent Partner  
21 to initiate contact with the Participant and Participant's  
22 parent(s)/caregiver(s) within two (2) business days of referral assignment by  
23 WRIT.

24           5.2 CONTRACTOR's Care Coordinator shall initiate contact with the  
25 referring party (SSW, DPO, and/or MH Clinician) within three (3) business days  
26 of assignment by CONTRACTOR, and shall request a face-to-face meeting to  
27 discuss the referral and initial safety planning. The meeting with the  
28 referring party is to occur within seven (7) business days of assignment by

1 WRIT.

2 5.3 CONTRACTOR's Care Coordinator and/or Parent Partner shall contact  
3 Participant's family within one (1) business day from the face-to-face meeting  
4 with referring party. Care Coordinator and Parent Partner shall conduct an  
5 initial face-to-face meeting with the Participant's family within fourteen  
6 (14) calendar days of assignment by WRIT. Topics to be discussed during the  
7 initial meeting shall include, but are not limited to, the following:

8 5.3.1 Wrap OC Goals;

9 5.3.2 Wrap OC Process;

10 5.3.3 Expectations/role of the Referring Party as outlined in  
11 the Wraparound Parties Agreement form;

12 5.3.4 Expectations of parent(s) or caregiver(s);

13 5.3.5 Expectation(s) of Participant;

14 5.3.6 Development of the Wrap CFT;

15 5.3.7 Safety issues regarding the Participant and the  
16 Participant's parent(s)/caregiver(s); and

17 5.3.8 Stability of housing, childcare, and respite needs.

18 5.4 CONTRACTOR's Youth Partner shall conduct an initial face-to-face  
19 meeting with the Participant within seven (7) calendar days of assignment by  
20 CONTRACTOR.

21 5.5 CONTRACTOR's Care Coordinator shall notify the referring party of  
22 the date, time, and place of the initial Wrap CFT meeting; subsequent Wrap  
23 CFTs; and court-related and/or school-related meetings involving the  
24 Participant. Taking into consideration the family's obligations such as work  
25 and school, the Care Coordinator shall schedule Wrap CFT meetings to maximize  
26 opportunities for the SSW, DPO, and/or MH Clinician to attend regularly.

27 5.6 CONTRACTOR staff shall ensure the Participant's  
28 parent(s)/caregiver(s) or previously authorized adult designee, as determined

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

5 5.7 CONTRACTOR'S Care Coordinator shall notify the referring party as  
6 soon as possible, but no later than three (3) business days, of changes or  
7 cancellations in any meetings involving the Participant.

8 5.8 CONTRACTOR's Care Coordinator shall facilitate the development of  
9 an initial POC by the Wrap CFT, and submit the POC to ADMINISTRATOR within one  
10 (1) month of assignment (e.g., if assignment date is May 15, POC shall be due  
11 on June 15). CONTRACTOR's Care Coordinator shall be responsible for ensuring  
12 the POC, and all ensuing POCs, promote the goal of self-sufficiency of the  
13 family while concurrently addressing the family's unique challenges.  
14 CONTRACTOR's Care Coordinator and Wrap CFT shall ensure the POC is:

15 5.8.1 Written and available in English and in the family's  
16 primary language, if other than English;

17 5.8.2 Reflective of the culture, values, and beliefs of the  
18 Participant, Participant's family, and the referring party's safety concerns;

19 5.8.3 Signed by all Wrap CFT members;

20 5.8.4 Developed and completed in a timely manner as referenced  
21 in Subparagraph 5.8 of this Exhibit A;

22 5.8.5 Viable, with identified supports that are attainable and  
23 capable of providing the outlined services that will enable the Participant to  
24 remain in a family environment or home-like setting, and minimize the risk of  
25 the Participant being placed in congregate care;

26 5.8.6 Accurate in identifying the issues that resulted in the  
27 referral of the Participant and Participant's family to Wrap OC;

28 5.8.7 Re-evaluated by CONTRACTOR, at a minimum every three (3)

1 months, or when a change occurs in the Participant and/or Participant's  
2 support system, as identified in the POC; and

3 5.8.8 Updated to include the development of an addendum to an  
4 active POC when a new and/or significant change in circumstances occurs,  
5 and/or a need or safety issue arises that was not anticipated or included in  
6 the initial POC.

7 5.9 CONTRACTOR's Care Coordinator shall update, modify, and/or extend  
8 each POC at three (3) month intervals, or as deemed necessary by the Wrap CFT  
9 and approved by ADMINISTRATOR. The updated, modified, and/or extended POC  
10 shall be submitted to ADMINISTRATOR within seven (7) calendar days of  
11 completion.

12 5.10 CONTRACTOR's Care Coordinator shall ensure that the POC signature  
13 sheet includes the full name and signature of each Wrap CFT member present at  
14 each Wrap CFT meeting. Signatures shall indicate that each Wrap CFT member  
15 understands the POC, its goal(s), and its action plan(s). The signature sheet  
16 shall indicate the formal/informal status of each Wrap CFT member and the date  
17 of the Wrap CFT meeting.

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

25 5.11.1 Written and available in English and the family's primary  
26 language, if other than English;

27 5.11.2 Signed by all applicable Wrap CFT members;

28 5.11.3 Developed and completed in a timely manner as referenced

1 in Subparagraph 5.11:

2 5.11.4 Viable, with identified supports that are attainable and  
3 capable of providing the outlined services that will enable the Participant to  
4 remain in a family environment or home-like setting and minimize the risk of  
5 the Participant being placed in congregate care;

6 5.11.5 Reflect the issues that resulted in the referral of the  
7 Participant and the Participant's family to Wrap OC; and

8 5.11.6 Re-evaluated by CONTRACTOR, at minimum once every three  
9 (3) months, or when a change occurs in the Participant and/or the  
10 Participant's support system(s), as identified in the Safety Plan.

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

19 5.13 CONTRACTOR shall ensure Care Coordinator, Wraparound Supervisor,  
20 Parent Partner, and Youth Partner staff do not make promises to the  
21 Participant, the Participant's family, and/or any member(s) of the  
22 Participant's Wrap CFT regarding interventions and/or activities provided or  
23 available, financial aid that might be available, resolution of legal/court  
24 issues, and/or any Wrap OC programmatic results.

25 5.14 CONTRACTOR shall ensure Care Coordinator, Parent Partner, and  
26 Youth Partner staff teach the Wrap CFT how to locate resources by directly  
27 assisting the family in accessing resources and providing guides such as  
28 telephone numbers, addresses, and community resource guides, for services

1 and/or supplies based on needs described in the Participant's POC.  
2 Additionally, the Care Coordinator, Parent Partner, and Youth Partner shall  
3 follow-up with the family to ensure said resources and services were accessed  
4 within the applicable POC timeframe.

5 5.15 CONTRACTOR's Care Coordinator shall be responsible for making  
6 requests for services and/or service extensions to the PNP, as determined to  
7 be appropriate for the Participant and the Participant's family by the Wrap  
8 CFT.

9 5.16 CONTRACTOR's Care Coordinator shall, at the end of the initial and  
10 all subsequent Wrap CFT meetings, restate assignments team members accepted  
11 and distribute written action lists to all Wrap CFT members, including  
12 deadlines and expectations for tasks to be completed by the next Wrap CFT  
13 meeting.

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

19 5.17.1 Distribute copies of the prepared Wrap CFT meeting agenda  
20 and sign-in sheet for attendees to sign;

21 5.17.2 Lead the Wrap CFT meeting, ensure that each Wrap CFT  
22 member signs the meeting sign-in sheet clearly indicating first and last  
23 names, and using the Action Team Form created at the prior Wrap CFT  
24 meeting(s), ask for results of tasks assigned at previous Wrap CFT meetings;

25 5.17.3 Review the team's accomplishments toward meeting  
26 identified needs and reassign incomplete tasks, as necessary;

27 5.17.4 Post the Wrap CFT's Strengths List and the family's Needs  
28 List where team members can see them at each Wrap CFT meeting. The Care



1 Coordinator and Parent Partner shall use the Strengths List as the framework  
2 for Wrap CFT discussions, to successfully acknowledge goals that have been met  
3 and to address challenges and/or barriers to goal attainment;

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

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

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

14 5.18 CONTRACTOR'S Care Coordinator shall maintain a Medi-Cal chart and  
15 a Wrap OC case file for each Participant, as appropriate.

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

20 5.20 Conflict Resolution

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

26 Step 2: If the difference of opinion remains after discussion  
27 between the supervisors or a supervisor is not available, a Technical  
28 Assistance Meeting shall be scheduled as soon as possible. Nothing in this

1 section limits ADMINISTRATOR's ability to terminate this Agreement pursuant to  
2 Paragraph 42 of this Agreement.

3 6. FLEX FUND STANDARDS

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

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

13 6.1 CONTRACTOR's use of Flex Funds shall be purposeful and tied to  
14 specific goals stated in the POC.

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

22 6.3 Fiscal Strategies

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

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

1                   6.3.1.2       CONTRACTOR shall develop a plan to ensure  
2 staff has timely access to Flex Funds to promptly address the Participant's  
3 and/or Participant's family's needs. The plan may be evaluated regularly by  
4 ADMINISTRATOR, and CONTRACTOR shall make changes as determined by  
5 ADMINISTRATOR.

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

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

12                   6.3.1.5       CONTRACTOR's procedures for documenting and  
13 accounting for the use of all Flex Funds shall include retention of  
14 comprehensive source documentation in accordance with Paragraph 19 of this  
15 Agreement.

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

23                   6.3.1.7       CONTRACTOR shall maintain detailed records  
24 (including itemized store receipts) of items purchased using gift cards.  
25 Usage of gift cards shall be subject to ADMINISTRATOR review and advance,  
26 written authorization.

27                   6.3.1.8       CONTRACTOR shall ensure required Flex Fund  
28 expense information is entered into ADMINISTRATOR'S database system, correctly

1 and timely.

2 6.3.1.9 CONTRACTOR shall reimburse providers of  
3 direct services to Participants for payment of direct, basic needs  
4 expenditures authorized through a Participant's POC.

5 6.3.1.10 CONTRACTOR shall not directly reimburse  
6 Participant and/or Participant's family member(s) for payment of any  
7 expenditure.

8 6.3.1.11 CONTRACTOR shall obtain prior written  
9 authorization from ADMINISTRATOR for individual purchases made on behalf of a  
10 Participant and/or Participant's family in an amount equal to or over five  
11 hundred dollars (\$500) and/or if the expense is expected to continue for three  
12 (3) months or more, except as otherwise previously approved and specifically  
13 documented in the Family Budget or the Family Emergency Budget.

14 6.3.1.12 CONTRACTOR shall, within three (3) business  
15 days, upon request, provide ADMINISTRATOR with documentation supporting any  
16 and all expenses utilizing Flex Funds.

17 6.3.1.13 Although by nature Wrap OC necessitates  
18 flexibility in the use of funds to create individualized services and supports  
19 for Participants and Participants' families, CONTRACTOR shall monitor all  
20 funding and justify all expenses as reasonable, age-appropriate, prudent, and  
21 in compliance with Wrap OC standards.

22 6.4 Unauthorized Flex Fund Purchase List

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

25 6.4.1 Flex Funds shall not be used to purchase, nor shall  
26 COUNTY reimburse CONTRACTOR for purchase, of the following:

27 6.4.1.1 Improvement of land, construction, or  
28 permanent improvement(s) of any building or facility;

1                               6.4.1.2     Alcoholic beverages, drugs or tobacco  
2 products;

3                               6.4.1.3     Lottery tickets;

4                               6.4.1.4     Credit card or revolving credit account  
5 bills;

6                               6.4.1.5     Tips in excess of twenty percent (20%) of a  
7 meal bill;

8                               6.4.1.6     Legal fees, penalties, damages or fines such  
9 as, but not limited to, bounced check fees, attorney fees, restitution  
10 penalties, damages due to landlords, etc.;

11                              6.4.1.7     Federal, State, local, property, and/or  
12 business tax assessments;

13                              6.4.1.8     Long-term membership contracts or fees (e.g.,  
14 multi-year gym memberships, annual contract for martial art lessons, etc.);

15                              6.4.1.9     Inappropriate incentive items including, but  
16 not limited to, violent or sexually explicit videos, movies, magazines, books,  
17 etc.; or

18                              6.4.1.10    Controversial therapy methods such as Holding  
19 therapy, Rebirthing therapy, and/or psychophysiological testing (i.e., lie  
20 detector tests) and/or controversial treatment programs such as “boot camp”  
21 programs utilizing isolation, deprivation, humiliation and/or shaming  
22 interventions and tactics.

23                    6.5    Family Budget

24                              6.5.1    CONTRACTOR shall establish procedures in which the  
25 Wraparound Supervisor, in conjunction with the assigned Care Coordinator  
26 and/or the Parent Partner, utilize a planning document and develop a strategy  
27 and a projected budget for the family.

28                              6.5.2    The Family Budget shall include expenditure(s) and

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

5 6.5.2.1 Participant involvement in informal and/or  
6 formal services;

7 6.5.2.2 Tutoring and/or emotional/behavioral  
8 assistance programs;

9 6.5.2.3 Child care, respite care;

10 6.5.2.4 Suitable clothing, shoes, and/or other basic  
11 needs;

12 6.5.2.5 Cost of utilities, (e.g., electricity, gas,  
13 sewage, and/or water);

14 6.5.2.6 Rental assistance, deposit(s), a single  
15 month's rent to avoid eviction, rent, and/or deposits for NMDs preparing to  
16 live independently;

17 6.5.2.7 Goods, such as furniture and appliances;

18 6.5.2.8 Emergency medical/dental and/or medication  
19 expenses;

20 6.5.2.9 Transportation costs, including costs for car  
21 repairs, necessary for Participants to travel to and from medical/counseling  
22 appointments, school, work, etc.;

23 6.5.2.10 Expenses for family recreational activities  
24 (e.g., movies, zoo) with a brief statement outlining the therapeutic value of  
25 the activity;

26 6.5.2.11 Expenses necessary to assist with enriching  
27 the Participant's life (e.g., music, dance, and/or swimming lessons, equipment  
28 or fees to participate in a sport, camp, scouting and/or other age-appropriate

1 youth programs, uniforms for employment, etc.); and

2 6.5.2.12 Other needs that promote the Participant's  
3 success, safety, and/or permanency in the home, school, and community.

4 6.5.3 The Family Budget shall remain separate and distinct from  
5 the family's separate, personal financial budget, which shall continue to be  
6 managed by the Participant's parent(s)/caregiver(s).

7 6.5.4 CONTRACTOR shall develop a Family Budget that is  
8 specifically related to items in the Participant's POC and includes input from  
9 the entire Wrap CFT. CONTRACTOR shall complete and submit the Family Budget  
10 to ADMINISTRATOR within one (1) week of completing the applicable POC.

11 6.5.5 CONTRACTOR shall monitor and administer the Family Budget  
12 and establish procedures for CONTRACTOR's staff to access Flex Funds.

13 6.5.6 CONTRACTOR shall provide to ADMINISTRATOR, as part of  
14 each POC, justification supporting the Family Budget as prudent and necessary  
15 to meet the needs of the Participant and Participant's family and to implement  
16 the Wrap OC process. CONTRACTOR shall submit a copy of the Family Budget with  
17 each POC.

18 6.5.7 CONTRACTOR shall develop and implement procedures for  
19 documenting and accounting for the use of any and all Flex Funds related to  
20 each Family Budget.

21 6.6 Family Emergency

22 6.6.1 During participation in Wrap OC, CONTRACTOR shall utilize  
23 Flex Funds to address Participant's Family Emergency expenditure(s), which  
24 were not previously addressed in the Family Budget.

25 6.6.2 CONTRACTOR shall monitor and administer the Family  
26 Emergency funds and establish procedures for CONTRACTOR staff to access said  
27 funds. Family Emergency funds shall be used for, but not be limited to, the  
28 following:

1 6.6.2.1 Housing crisis;

2 6.6.2.2 Lack of food or groceries;

3 6.6.2.3 Immediate need for prescription medication(s)  
4 or medical attention;

5 6.6.2.4 Participant's family's inability to meet  
6 obligation for the cost of utilities;

7 6.6.2.5 Inability of parent(s) and/or caregiver(s) to  
8 maintain employment;

9 6.6.2.6 Transportation crisis; and

10 6.6.2.7 Other justified crisis that jeopardizes the  
11 permanency and/or placement of the Participant with family.

12 6.6.3 CONTRACTOR shall update the Family Budget to address  
13 Family Emergency expense(s) within fourteen (14) calendar days of the  
14 occurrence of the emergency.

15 6.7 Additional Costs

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

19 6.7.1 CONTRACTOR shall monitor and administer the use of  
20 Additional Cost funds and establish procedures for CONTRACTOR staff to access  
21 said funds. Additional Cost funds shall be used for, but not be limited to,  
22 the following:

23 6.7.1.1 Participating in various activities necessary  
24 to develop rapport between the Parent Partner and/or Youth Partner and the  
25 Participant and the Participant's family in the implementation of Wrap OC;

26 6.7.1.2 Celebrations honoring a Participant and/or  
27 Participant's family's success at achieving milestones and concluding Wrap OC;  
28 and



1                   6.7.1.3     Providing incentives for Participants and/or  
2 Participants' families that support Wrap OC practices and the development of  
3 Participant permanency and family self-sufficiency.

4                   6.7.2     CONTRACTOR shall develop and implement procedures for  
5 documenting and accounting for the use of all Flex Funds related to Additional  
6 Costs listed in this Subparagraph 6.7 of this Exhibit A.

7     7.     TRAINING

8             ADMINISTRATOR will provide initial and ongoing training for all  
9 CONTRACTOR staff employed to deliver services for Wrap OC. ADMINISTRATOR's  
10 designee and/or CDSS may provide subsequent training(s). At ADMINISTRATOR's  
11 discretion, training may be extended to CONTRACTOR's administrative Wrap OC  
12 staff.

13            7.1     CONTRACTOR shall ensure that CONTRACTOR's Wrap OC staff receive  
14 required education, training, and support as deemed necessary by  
15 ADMINISTRATOR, including, but not limited, to the following:

16                   7.1.1     Wrap OC Overview Training

17                   ADMINISTRATOR's Wrap OC Overview training session  
18 provides a general overview of the Wrap OC model and principles,  
19 implementation history, target populations, and ADMINISTRATOR/CONTRACTOR  
20 collaborative efforts.

21                   7.1.1.1     CONTRACTOR shall ensure that all Wrap OC  
22 staff complete this mandatory training within thirty (30) days of hire date,  
23 or as soon as possible thereafter depending on scheduled training by  
24 ADMINISTRATOR.

25                   7.1.2     Wrap OC Four (4)-Day Core Training

26                   ADMINISTRATOR's mandatory Wrap OC Four (4)-Day Core  
27 training provides "Introduction and Engagement" and "Skill Building"  
28 information, including a comprehensive overview of Wrap OC, the ten (10)

1 principles and four (4) Phases of Wrap OC, and overall Wrap OC team  
2 expectations and structure.

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

7 7.1.2.1 CONTRACTOR's staff shall attend this training  
8 at initial hiring or when changing positions within Wrap OC. CONTRACTOR shall  
9 ensure that all Wrap OC staff complete training within thirty (30) days of  
10 hire date, or as soon as possible thereafter depending on scheduled training  
11 by ADMINISTRATOR.

12 7.1.2.2 ADMINISTRATOR intends to conduct training a  
13 minimum of two (2) times per calendar year. At ADMINISTRATOR's discretion,  
14 CONTRACTOR shall provide staff to assist with conducting said training.

15 7.1.3 TFCO-OC Training

16 7.1.3.1 CONTRACTOR shall ensure that all Wrap OC  
17 staff assigned to TFCO-OC Participants, complete training as soon as possible  
18 after hire date, as scheduled by ADMINISTRATOR.

19 7.1.4 Facilitation Training

20 Facilitation training is a mandatory one (1)-day training  
21 to follow Wrap OC Four (4)-Day Core series. This training is designed to  
22 build Wrap CFT facilitation skills, enhance community-based service  
23 coordination, and model Wrap CFT principles including the Wraparound model's  
24 strength-based, family-centered, team-driven approach.

25 7.1.4.1 CONTRACTOR shall ensure that each Wraparound  
26 Director, Wraparound Supervisor, and Care Coordinator completes this training  
27 as soon as possible after hire date, as scheduled by ADMINISTRATOR and/or as  
28 ADMINISTRATOR deems appropriate.

1                   7.1.5    Database Training

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

5                   7.1.5.1    CONTRACTOR shall ensure that all Wrap OC  
6 staff complete this training as soon as possible after hire date, as scheduled  
7 by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

8                   7.1.5.2    CONTRACTOR shall train Wrap OC staff in the  
9 usage of ADMINISTRATOR's database as instructed by ADMINISTRATOR.

10                  7.1.6    Wrap OC Institute Training

11                  Wrap OC Institute is a mandatory monthly training  
12 designed to provide a forum for dissemination of training to WRIT and all Wrap  
13 OC Provider Agencies on a wide range of applicable topics. The purpose of the  
14 training is to increase CONTRACTOR's staff knowledge and skills related to the  
15 Wrap OC process and service delivery and resource linkages, enhance  
16 collaboration among providers and community partners, and strengthen positive  
17 outcomes for children/youth, young adults and families.

18                  7.1.6.1    CONTRACTOR shall ensure that all staff who  
19 deliver Wrap OC attend this monthly mandatory training as scheduled by  
20 ADMINISTRATOR.

21                  7.1.7    Wrap OC Professional Growth Training

22                  Wrap OC Professional Growth is a mandatory training  
23 designed to provide opportunities for position-specific training and growth,  
24 and encourage collaboration and support among Wrap OC Provider Agencies. The  
25 goal of the training is to increase skills and knowledge while enhancing Wrap  
26 OC practice and services to Wrap OC families. Wrap OC team members'  
27 individual strengths, skills, experience, and contributions are equally valued  
28 and vital to the team model and continued success of Wrap OC.

1                   7.1.7.1       CONTRACTOR shall ensure that each Wraparound  
2 Supervisor, Care Coordinator, Parent Partner, and Youth Partner attend these  
3 mandatory trainings as scheduled by ADMINISTRATOR and/or as ADMINISTRATOR  
4 deems appropriate.

5                   7.1.8       New Parent Partner Training

6                   New Parent Partner training outlines the roles and  
7 expectations of Parent Partners.

8                   7.1.8.1       CONTRACTOR shall ensure that the Wraparound  
9 Director, Wraparound Supervisors, and Parent Partners complete this mandatory  
10 training as soon as possible after hire date, as scheduled by ADMINISTRATOR,  
11 and/or as ADMINISTRATOR deems appropriate.

12                  7.1.9       New Youth Partner Training

13                  New Youth Partner training outlines the roles and  
14 expectations of Youth Partners.

15                  7.1.9.1       CONTRACTOR shall ensure that the Wraparound  
16 Director, Wraparound Supervisors, and Youth Partners complete this mandatory  
17 training following the Wrap OC Four (4)-Day Core series as scheduled by  
18 ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

19                  7.1.10      Medi-Cal Training

20                  7.1.10.1      Medi-Cal is a two (2)-day training to follow  
21 the Wrap OC Four (4)-Day Core series.    CONTRACTOR shall ensure that  
22 appropriate Wrap OC staff complete the mandatory training following the Wrap  
23 OC Four (4)-Day Core series and/or as ADMINISTRATOR deems appropriate. This  
24 training is designed to provide an overview of, but is not limited to, the  
25 following:

26                               7.1.10.1.1    Medi-Cal       eligibility       and  
27 reimbursement guidelines;

28                               7.1.10.1.2    Health Insurance Portability and

1 Accountability Act (HIPAA) and Office of HIPAA Compliance requirements:

2 7.1.10.1.3 Collaboration with treating  
3 therapists;

4 7.1.10.1.4 Assessment, Care Plan (CP) and  
5 medical necessity determinations;

6 7.1.10.1.5 Documentation, signatures and  
7 authorizations;

8 7.1.10.1.6 Data entry and access to IRIS;

9 7.1.10.1.7 Case management and  
10 rehabilitation services;

11 7.1.10.1.8 Intensive Care Coordination (ICC)  
12 and In Home Behavior Support (IHBS) activities; and

13 7.1.10.1.9 Medi-Cal documentation, chart  
14 review and audits.

15 7.1.10.2 CONTRACTOR shall facilitate ongoing regular  
16 Medi-Cal documentation trainings to all Wrap OC Provider Agencies' staff, to  
17 ensure understanding of compliant Medi-Cal documentation and to provide  
18 updates on documentation changes per HCA.

19 7.1.11 CONTRACTOR Training

20 7.1.11.1 CONTRACTOR shall provide ongoing training for  
21 all Wrap OC staff and may be conducted through individual and/or group  
22 supervision. Training shall include, but not be limited to, developing skills  
23 of Wrap OC staff to effectively:

24 7.1.11.1.1 Identify, address, and resolve  
25 conflict during the facilitation of Wrap CFT meetings, and thereafter, if  
26 necessary, to accomplish the family mission;

27 7.1.11.1.2 Guide the development of  
28 individualized, effective POCs and the timely progression of the Wrap CFT

1 through the phases of Wrap OC:

2 7.1.11.1.3 Recognize safety and procedural  
3 concerns, and anticipate and prevent crises;

4 7.1.11.1.4 Establish and maintain  
5 professional boundaries, and identify and effectively resolve instances of  
6 poor judgment resulting from inappropriate boundaries with Participant or  
7 Participant's family;

8 7.1.11.1.5 Identify barriers proactively to  
9 progress and seeking supervisor assistance;

10 7.1.11.1.6 Input data accurately and timely  
11 into ADMINISTRATOR's database system;

12 7.1.11.1.7 Participate in the Wraparound  
13 Fidelity Index (WFI) interviewing process as needed; and

14 7.1.11.1.8 Administer pre- and post-tests in  
15 a format as requested by ADMINISTRATOR.

16 7.2 CONTRACTOR shall have a training and staff development plan that  
17 includes topics in accordance with CDSS SB 163. Said plan shall adhere to and  
18 may supplement ADIMINISTRATOR's Wraparound Training Plan.

19 7.3 CONTRACTOR shall provide supervision that emphasizes the values  
20 and principles of Wrap OC and the implications of the values for practice,  
21 programs, and systems.

22 7.4 CONTRACTOR staff shall be mentored and coached on an ongoing basis  
23 by experienced peers to ensure high-quality implementation of the values and  
24 processes of Wrap OC.

25 7.5 CONTRACTOR shall develop clear priorities for the implementation  
26 of coordinated and collaborative training opportunities with the broader  
27 system-of-care partners to ensure alignment on service direction,  
28 implementation, and training content.

1           7.6 CONTRACTOR shall participate in the development of training  
2 materials and the provision of training as part of the Wrap OC Training  
3 Committee. CONTRACTOR shall also participate in the development of additional  
4 training materials and additional training for Wrap OC Provider Agency staff  
5 and COUNTY staff, as may be required by the ADMINISTRATOR.

6           7.7 CONTRACTOR shall ensure that each Care Coordinator, Parent  
7 Partner, and Youth Partner attends service coordination meetings provided by  
8 the Wrap OC Support Services provider.

9           8.    REPORTING

10          8.1 In addition to reporting requirements referenced in Paragraph 37  
11 of this Agreement, CONTRACTOR shall establish procedures, as approved by  
12 ADMINISTRATOR, to document fiscal and service delivery data regarding Wrap OC.

13          8.2 CONTRACTOR shall submit to ADMINISTRATOR Wrap OC data in formats  
14 that shall include, but are not limited to, monthly and year-to-date summaries  
15 as well as fiscal and service delivery data.

16          8.3 CONTRACTOR shall enter required data into ADMINISTRATOR's database  
17 system by the tenth (10th) day of the following month for preceding month's  
18 data. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to modify  
19 the frequency of reports submitted to ADMINISTRATOR.

20          8.4    Wraparound Phase and Progress Report

21          8.4.1 CONTRACTOR shall enter and maintain current data in  
22 ADMINISTRATOR's database system to generate accurate reports, which include,  
23 but are not limited to, the following:

24                   8.4.1.1      Participant's first and last name;

25                   8.4.1.2      Name of Care Coordinator, Parent Partner, and  
26 Youth Partner assigned to each Participant's case;

27                   8.4.1.3      The current Wrap OC phase, as described in  
28 Subparagraph 2.12 of this Exhibit A, of the Participant's case;

1                   8.4.1.4     The date(s) the first face-to-face meeting(s)  
2 occurred between the Participant and/or the Participant's family and the Care  
3 Coordinator, Parent Partner and Youth Partner;

4                   8.4.1.5     The date(s) the most recent face-to-face  
5 meeting(s) between the Participant and/or the Participant's family and the  
6 Care Coordinator, Parent Partner and Youth Partner occurred during the month;

7                   8.4.1.6     The frequency with which face-to-face  
8 meetings between the Participant and/or the Participant's family and the Care  
9 Coordinator, Parent Partner and Youth Partner occurred during the month;

10                  8.4.1.7     The date and version number of the current  
11 POC or POC Addendum;

12                  8.4.1.8     A notation as to whether the Participant's  
13 case is CalWORKs related;

14                  8.4.1.9     The name of each Care Coordinator, the number  
15 and names of Participants and Participants' families, and number of Wrap OC  
16 Referral Slots assigned to each specific Care Coordinator;

17                  8.4.1.10    The name of each Parent Partner, the number  
18 and names of Participants and Participants' families, and number of Wrap OC  
19 Referral Slots assigned to each specific Parent Partner;

20                  8.4.1.11    The name of each Youth Partner and the number  
21 and names of Participants assigned to each specific Youth Partner;

22                  8.4.1.12    The name of each TFCO-OC Youth Partner and  
23 the number and names of Participants assigned to each specific TFCO-OC Youth  
24 Partner;

25                  8.4.1.13    The name of each Wraparound Supervisor and  
26 the number of Parent Partners, Care Coordinators, and Youth Partners  
27 supervised by each specific Wraparound Supervisor;

28                  8.4.1.14    The number of cases for which contact between



1 Care Coordinator/Parent Partner/Youth Partner and Participant and/or  
2 Participant's family was initiated within three (3) business days of case  
3 assignment to Provider;

4 8.4.1.15 The name of each TFCO-OC Youth Partner and  
5 the number and names of TFCO-OC Participants assigned to each TFCO-OC Youth  
6 Partner;

7 8.4.1.16 The number of Emergency CFT meetings and Wrap  
8 CFT meetings held during the month;

9 8.4.1.17 A description of Provider's progress in  
10 implementing each Participant's specific Wrap OC Phase, the success and/or  
11 shortfalls in implementation, and strategies for improvement;

12 8.4.1.18 A list of all informal supports and community  
13 resources identified and made available to Participants and Participants'  
14 families, the successes and failures in obtaining and/or incorporating said  
15 supports, and resources, and strategies for improvement; and

16 8.4.1.19 A list of all PNP services identified and  
17 made available to Participants and Participants' families, the successes and  
18 failures in obtaining and/or implementing services, and strategies for  
19 improvement.

20 8.5 Child Out of Home Report (COR)

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

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

1 to:

2 8.5.1.1 Participant's name;

3 8.5.1.2 Date of placement;

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

8 8.5.1.4 Name of placement or placement facility and  
9 location of placement or placement facility; and

10 8.5.1.5 Date Participant was removed from and/or  
11 returned to placement, as applicable.

12 8.6 Wrap OC Flex Fund Report

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

17 8.6.1.1 Payment(s) made utilizing Flex Funds for  
18 commodities and/or services identified in each POC;

19 8.6.1.2 The relevance of the purchase or expenditure  
20 to the POC;

21 8.6.1.3 How the commodity and/or service(s) impacted  
22 the Participant and/or Participant's family within the POC timeframe; and

23 8.6.1.4 The type(s) of expense(s) (e.g. food) and  
24 funding source(s) (e.g. AAP expenditure).

25 8.7 Wrap OC Outcome Measures Report

26 8.7.1 CONTRACTOR shall cooperate with ADMINISTRATOR, and/or  
27 ADMINISTRATOR's designee with the provision of Wrap OC data for the  
28 development of Outcome Measures Reports. ADMINISTRATOR shall determine

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

9 8.8 Wrap OC Social Services Agency (SSA) and HCA Programmatic Report

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

17 8.9 Miscellaneous Wrap OC Reports

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

24 8.10 Special Incident Report

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

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

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

8 8.10.1.2 Notify ADMINISTRATOR, or designee, by  
9 telephone, immediately after learning of the 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 Report any and all threats of violence by the  
14 Participant and/or Participant's family member(s) to ADMINISTRATOR, or  
15 assigned designee, including the assigned DPO and/or SSW and/or MH clinician,  
16 immediately 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 Identify the roles of licensed and unlicensed staff,  
21 registered interns, interns, volunteers, and/or student interns. The use of  
22 licensed and unlicensed staff, registered interns, interns, volunteers, and/or  
23 student interns shall require prior, written approval from ADMINISTRATOR.

24 9.1.2 Prohibit registered interns, interns, volunteers, and  
25 student interns employed under this Agreement from transporting Participants  
26 and/or Participants' families under any circumstances.

27 9.1.3 Train CONTRACTOR staff in the usage of ADMINISTRATOR's  
28 database system as instructed by ADMINISTRATOR, to collect data and generate

1 reports regarding Wrap OC.

2 9.1.4 Identify with the Participant and the Participant's  
3 family any challenges concerning basic needs of food, shelter, housing, and  
4 clothing that the Participant and/or the Participant's family may be  
5 experiencing.

6 9.1.4.1 The POC shall clearly list interventions  
7 and/or services, utilizing both formal and informal supports, to overcome the  
8 identified challenges.

9 9.1.5 Capitalize on opportunities to provide integrated,  
10 coordinated, and easily-accessible community resources for Participant and  
11 Participant's family, and link them to these community resources.

12 9.1.5.1 CONTRACTOR shall follow-up to verify the  
13 Participant/Participant's family was able to obtain the needed  
14 services/resources and document its finding within ninety (90) calendar days  
15 of identifying said services/resources on the applicable POC.

16 9.1.6 State what changes took place in Participants and  
17 Participants' families.

18 9.1.7 Invite each Participant's assigned SSW, DPO, and/or MH  
19 Clinician responsible for on-going services to participate in all CFT  
20 meetings.

21 9.1.8 Require direct service staff to participate in Wrap CFT  
22 meetings, Emergency CFT meetings, Multi-disciplinary Team (MDT) meetings,  
23 and/or other CFT meetings at the request of ADMINISTRATOR. Wrap CFT,  
24 Emergency CFT, MDT, and CFT meetings may occur at COUNTY offices or at  
25 locations other than CONTRACTOR's facility.

26 9.1.8.1 Wrap CFT meetings are scheduled to make  
27 certain the needs of the Participant and Participant's family as identified in  
28 the POC are met. Every effort is made to ensure each Participant and

1 Participant's family's voice is heard and that Participants and their  
2 respective families take ownership of the process. The Wrap OC process is  
3 highly individualized for each Participant and Participant's family, and seeks  
4 to maximize the capacity of a family to meet the Participant's needs, and to  
5 prevent or reduce the need for congregate care.

6 9.1.8.2 Emergency CFT meetings are held to address  
7 Participant's safety and placement concerns. Emergency CFT meetings must  
8 occur within twenty-four (24) hours of the event that triggered the need for  
9 an Emergency CFT meeting or change of circumstances.

10 9.1.8.3 CFT meetings, formerly referred to as Team  
11 Decision Making meetings, incorporate a strength-based, consensus-driven,  
12 respectful process that models directness and honesty regarding risks and  
13 concerns involving placement decisions. Through the involvement of families  
14 and communities, the CFT process promotes the value that families are experts  
15 about themselves, and communities are experts about community resources. CFT  
16 meetings may require up to ninety (90) minutes per session.

17 9.1.8.4 MDTs consist of three (3) or more persons who  
18 are trained in the prevention, identification, and treatment of child abuse  
19 and neglect, and qualified to provide a broad range of services related to  
20 child maltreatment. MDT meetings may require up to two (2) hours per session.

21 9.1.9 Comply with ADMINISTRATOR's conflict resolution strategy  
22 in regard to differences of opinion pertaining to the management of a  
23 Participant's case.

24 9.1.10 Ensure all CONTRACTOR staff that transport Participants  
25 and their families have a valid Class C California Driver's License with no  
26 serious traffic violations and proof of automobile insurance.

27 9.1.11 Possess and maintain a current California business  
28 license and if applicable, a valid California Group Home License or STRTP

1 License.

2 9.1.12 Ensure the confidentiality of all information related to  
3 Participants and Participants' families. Confidentiality procedures shall  
4 meet all local, State, and federal requirements as detailed in Paragraph 31 of  
5 this Agreement. Confidentiality shall extend to both the data collected by  
6 Provider as well as any printed reports, email communication and/or other  
7 related documents. No client personally identifiable information (PII) or  
8 other data collected shall be disclosed to anyone without prior written  
9 approval of the Participant and ADMINISTRATOR. Provider shall also:

10 9.1.12.1 Utilize a secure method of email  
11 communication as directed and approved by COUNTY.

12 9.1.12.2 Utilize a procedure to ensure all client PII  
13 and records, open and closed client files, case-related notes, field  
14 documents, including personal computers, tablets, cell phones and/or other  
15 electronic devices containing such information are secured at all times.

16 9.1.13 Notify ADMINISTRATOR immediately of any breach and/or  
17 theft and/or loss of PII.

18 9.1.14 Notify ADMINISTRATOR immediately of any subpoenas  
19 received in connection with Wrap OC involving CONTRACTOR, CONTRACTOR's staff,  
20 Participant and/or Participant's family.

21 9.1.15 Appear and testify at Juvenile Court hearings, when  
22 requested by ADMINISTRATOR, and comply with all confidentiality requirements  
23 related to both testimony and case records production.

24 10. FACILITIES

25 Administrative services under this Agreement shall be provided at:

26 Olive Crest  
27 2130 E. 4<sup>th</sup> St., Ste. 200  
28 Santa Ana, CA 92705

1           10.1 CONTRACTOR shall provide Wrap OC to Participants and Participants'  
2 families in facilities and locations throughout Orange County and contiguous  
3 counties, including, but not limited to, Participants' respective residences.

4           10.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to  
5 the facility(ies) and location(s) where services are provided without changing  
6 COUNTY's maximum obligation.

7           11. HOURS OF OPERATION

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

15           11.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday  
16 schedule which is as follows: New Year's Day, Martin Luther King Day,  
17 President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,  
18 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
19 Thanksgiving Day and Christmas Day. CONTRACTOR shall obtain prior written  
20 approval from ADMINISTRATOR for any closure outside of COUNTY's holiday  
21 schedule and the hours listed in Subparagraph 11.1 of this Exhibit A. Any  
22 unauthorized closure shall be deemed a material breach of this Agreement,  
23 pursuant to Paragraph 18, and shall not be reimbursed.

24           11.3 CONTRACTOR is encouraged to provide the contracted services on  
25 holidays, whenever possible. Additionally, CONTRACTOR is required to be  
26 available to respond to crises and/or emergencies as may be needed on  
27 holidays.

28           11.4 CONTRACTOR shall arrange for twenty-four (24)-hour, seven (7) days



1 a week, on-call availability for Wrap OC Participants and Participants'  
2 families to address crisis/emergency needs.

3 12. GOALS, OUTCOMES, AND STRATEGIES

4 12.1 Goals

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

10 12.1.1 CONTRACTOR shall provide supportive services to allow  
11 Participants to live safely in a family-like setting as an alternative to  
12 congregate care, STRTP, or group homes.

13 12.1.2 CONTRACTOR shall provide an individualized process,  
14 services, and supports that are family-centered, strength-based, and needs-  
15 driven for Participants and their families.

16 12.1.3 CONTRACTOR shall ensure Participant and Participant's  
17 parent(s)/caregiver(s) have access to and a voice in the design, delivery and  
18 evaluation of the Wrap OC process, interventions, services, and supports.

19 12.1.4 CONTRACTOR shall provide culturally-responsive services,  
20 which are individualized for each Participant and Participant's family's  
21 culture, values, norms, strengths, needs, and preferences, and which build on  
22 the use of naturally occurring community and family supports and resources.

23 12.1.5 CONTRACTOR shall assist Participants and Participants'  
24 families' Wrap CFTs to develop individualized processes and service plans that  
25 are outcome-driven and include measurable accountability.

26 12.2 Outcomes

27 12.2.1 Wrap OC shall be outcome-driven, and identified  
28 indicators shall accurately reflect progress toward program goals.

1 ADMINISTRATOR will evaluate CONTRACTOR based on the following outcomes:

2 12.2.1.1 A minimum of eighty percent (80%) of  
3 Participants who are living in congregate care, group homes, or STRTPs, when  
4 referred to Wrap OC, will be returned to home-like settings within forty-five  
5 (45) days of child/NMD youth's start of participation in Wrap OC.

6 12.2.1.2 A minimum of eighty percent (80%) of  
7 Participants will remain in home-like settings while participating in Wrap OC.

8 12.2.1.3 At time of closure, a minimum of eighty  
9 percent (80%) of Participants will live in families or family-like settings.

10 12.2.1.4 At time of closure, a minimum of eighty-five  
11 percent (85%) of Participants will have been linked to medical homes.

12 12.2.1.5 A minimum of seventy-five percent (75%) of  
13 Participants will not experience any substantiated allegations of  
14 abuse/neglect while participating in Wrap OC.

15 12.2.1.6 At time of closure, a minimum of seventy-five  
16 percent (75%) of Participants will have demonstrated an increase in school  
17 attendance.

18 12.2.1.7 A minimum of seventy-five percent (75%) of  
19 Family Satisfaction surveys completed will indicate a satisfactory rating of  
20 eighty percent (80%) or higher.

### 21 12.3 Strategies

22 12.3.1 CONTRACTOR's Wraparound Supervisors, Care Coordinators,  
23 Parent Partners, and Youth Partners shall administer pre- and post-tests, in a  
24 format approved and as requested by ADMINISTRATOR.

25 12.3.2 CONTRACTOR shall measure the outcomes of interventions  
26 provided to Participant and Participant's family.

27 12.3.3 CONTRACTOR shall clearly document improvements in the  
28 Participants' and Participants' families' level of functioning during and

1 following Wrap OC participation.

2 12.4 ADMINISTRATOR may add, delete or otherwise modify the performance  
3 measures identified in Paragraph 12 of this Exhibit A.

4 13. QUALITY ASSURANCE/QUALITY CONTROL

5 13.1 CONTRACTOR shall establish and utilize a comprehensive Quality  
6 Control Plan (QCP) in a format approved by ADMINISTRATOR, to monitor the level  
7 of program service and quality. CONTRACTOR shall submit a QCP that shall be  
8 effective on the Agreement start date, and shall be updated and resubmitted  
9 for ADMINISTRATOR approval when changes occur. The QCP will include, but not  
10 be limited to, the following:

11 13.1.1 The method for ensuring the services, deliverables, and  
12 requirements defined in the Agreement are being provided at, or above, the  
13 level of Wrap OC quality standards;

14 13.1.2 The method for assuring that all staff rendering services  
15 under this Agreement meet the required qualifications;

16 13.1.3 The method for identifying and preventing deficiencies in  
17 the quality of service as defined by ADMINISTRATOR's policy; and

18 13.1.4 The method for providing ADMINISTRATOR with a copy of  
19 CONTRACTOR's case reviews, a clear description of, and corrective action  
20 taken, to resolve identified problems.

21 13.2 CONTRACTOR shall also:

22 13.2.1 Participate with ADMINISTRATOR in the planning, design,  
23 and implementation of a Quality Assurance Program;

24 13.2.2 Participate in Quality Assurance/Quality Improvement  
25 studies/activities as required by Wraparound Oversight Group (WOG) or WRIT;  
26 and

27 13.2.3 Meet monthly with ADMINISTRATOR to discuss trends and  
28 resolve Wrap OC practice and process issues identified through the Quality

1 Assurance Program.

2 14. UTILIZATION REVIEW

3 14.1 In addition to audit requirements outlined in Paragraph 24 of the  
4 Agreement, CONTRACTOR shall allow SSA Children and Family Services (CFS)  
5 Wraparound Liaisons, Quality Assurance, PNP Coordinators, SSA Contract  
6 Administrators, HCA Wraparound Liaison(s), HCA Contract Administrator(s),  
7 Probation Liaisons, Parent Partner Representative and Support Network  
8 Representative to access Participant files for Utilization Reviews (URs), to  
9 assess and evaluate CONTRACTOR's documentation, records, and performance.  
10 ADMINISTRATOR shall determine frequency of reviews.

11 14.2 CONTRACTOR shall make available, within five (5) days from the  
12 date of request by ADMINISTRATOR, a random and/or predetermined selection of  
13 CONTRACTOR's case records for those Participants referred by ADMINISTRATOR.  
14 The review shall include, but will not be limited to, an evaluation of the  
15 necessity and appropriateness of services provided, length of services,  
16 timeliness of required reports, and completeness of Participant records.  
17 Cases to be reviewed shall be selected by ADMINISTRATOR.

18 14.3 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced  
19 in Paragraph 10 of this Exhibit A, with date and time determined at  
20 ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written  
21 feedback regarding the UR findings. CONTRACTOR shall comply with the findings  
22 of the UR and take corrective action accordingly.

23 14.4 In the event CONTRACTOR, ADMINISTRATOR and/or ADMINISTRATOR's  
24 designee are unable to resolve differences of opinion regarding the necessity  
25 and appropriateness of services and length of services, the dispute shall be  
26 submitted to COUNTY's CFS Director for final resolution. Nothing in this  
27 subparagraph shall affect COUNTY's termination rights under Paragraph 42 of  
28 the Agreement.

15. MEETINGS

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

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

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

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

15.1.4 Quality Assurance quarterly and/or monthly meetings;

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

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

16. INVOICING

16.1 In accordance with Subparagraph 19.2 of the Agreement, CONTRACTOR shall submit invoices and supporting documentation to ADMINISTRATOR no later than the fifteenth (15<sup>th</sup>) calendar day of the month following service delivery. Supporting documentation to accompany invoices shall include, but is not limited to:

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

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

16.1.3 All applicable Flex Fund Requests and backup

documentation;

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

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

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

17. BUDGET

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

|  | <u>FTE<sup>(1)</sup></u> | <u>Hourly Range<br/>Min to Max</u> | <u>Maximum<br/>Hourly Rate<sup>(2)</sup></u> | <u>Annual<br/>Budget</u> |
|--|--------------------------|------------------------------------|--|--------------------------|
| <b><u>SALARIES</u></b>                               |                          |                                    |  |                          |
| <b><u>DIRECT SERVICE POSITIONS</u></b>               |                          |                                    |  |                          |
| Wraparound Supervisor                                | 2.0                      | 27.00-34.00                        | 34.00  | 125,000                  |
| Wraparound Supervisor<br>(bi-lingual)                | 2.0                      | 27.00-34.00                        | 34.00  | 120,000                  |
| Care Coordinator                                     | 6.0                      | 18.00-25.00                        | 25.00  | 250,000                  |
| Care Coordinator<br>(bi-lingual)                     | 6.0                      | 18.00-25.00                        | 25.00  | 254,000                  |
| Parent Partner                                       | 6.0                      | 16.00-21.00                        | 21.00  | 220,000                  |
| Parent Partner<br>(bi-lingual)                       | 6.0                      | 16.00-21.00                        | 21.00  | 220,000                  |
| Youth Partner  | 6.0                      | 16.00-21.00                        | 21.00  | 220,000                  |
| Youth Partner<br>(bi-lingual)                        | 6.0                      | 16.00-21.00                        | 21.00  | 220,000                  |
| Mental Health Clinician                              | 2.0                      | 26.00-30.00                        | 30.00  | 110,000                  |
| Mental Health Clinician<br>(bi-lingual)              | 2.0                      | 26.00-30.00                        | 30.00  | <u>110,000</u>           |
| SUBTOTAL DIRECT SERVICE SALARIES:                    |                          |                                    |  | \$1,849,000              |
| DIRECT SERVICE BENEFITS <sup>(3)</sup> (18.5% TOTAL) |                          |                                    |  | <u>343,000</u>           |
| TOTAL DIRECT SALARIES AND BENEFITS:                  |                          |                                    |  | \$2,192,000              |
| <b><u>ADMINISTRATIVE POSITIONS</u></b>               |                          |                                    |  |                          |
| Program Director                                     | 1.00                     | 33.00-45.00                        | 45.00  | 76,500                   |
| Quality Assurance<br>Coordinator                     | 1.00                     | 17.00-21.00                        | 21.00  | 39,000                   |

|    |  |      |             |       |        |
|----|--|------|-------------|-------|--------|
| 1  | Quality Assurance/<br>Administrative Assistant | 0.50 | 16.00-20.00 | 20.00 | 17,000 |
| 2  | Executive Director                             | 0.10 | 72.00-82.00 | 82.00 | 16,000 |
| 3  | Executive Assistant                            | 0.10 | 23.00-26.00 | 26.00 | 5,500  |
| 4  | Intensive Services<br>Director                 | 0.10 | 45.00-55.00 | 55.00 | 9,500  |
| 5  | HR Director                                    | 0.10 | 40.00-47.00 | 47.00 | 8,600  |
| 6  | HR Recruiter                                   | 0.10 | 20.00-25.00 | 25.00 | 4,500  |
| 7  | HR Coordinator                                 | 0.10 | 17.00-20.00 | 20.00 | 3,600  |
| 8  | Community Involvement                          | 0.10 | 23.00-27.00 | 27.00 | 5,500  |
| 9  |  |      |             |       |        |
| 10 |  |      |             |       |        |
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| 26 |  |      |             |       |        |
| 27 |  |      |             |       |        |
| 28 |  |      |             |       |        |

(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

1 this Agreement, regardless of the number of hours actually worked.

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

4 <sup>(3)</sup> Employee Benefits include contributions to 401k or retirement plans;  
5 health insurance; dental insurance; life insurance; long-term disability  
6 insurance; payroll taxes such as FICA, Federal Unemployment Tax, State  
7 Unemployment Tax, and Workers' Compensation Tax, based on the currently  
8 prevailing rates; and expense for accrued vacation time payout, for a  
9 separated employee, limited to the actual vacation time accrued during the  
10 fiscal year in which the expense is claimed, minus the actual vacation time  
11 used by the employee during said fiscal year. The overall benefit rate shall  
12 not exceed eighteen and a half percent (18.5%) of the actual salary expense  
13 claimed.

14 <sup>(4)</sup> Administrative costs are defined as those costs not solely related to  
15 direct services to clients, supervision and program costs (e.g., executive  
16 director oversight, technology services, accounting, payroll, etc.) shall be  
17 held to no more than fifteen (15%) of total gross program costs.

18 <sup>(5)</sup> Mileage is limited to the amount allowed by IRS.

19 <sup>(6)</sup> Flex Fund line item may be changed, deleted, or otherwise modified  
20 only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in  
21 providing program services without prior approval by ADMINISTRATOR.

22 17.1 Expense for extra pay, including but not limited to, overtime,  
23 stipends, bonuses, staff incentives, severance pay, etc., shall not be  
24 eligible for reimbursement under this Agreement unless authorized in writing  
25 by ADMINISTRATOR. Such authorization shall be considered as an exception and  
26 may be approved, on a case-by-case basis, at the sole discretion of  
27 ADMINISTRATOR.

28 17.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written



1 notice, to add, delete or modify line items and/or amounts and/or the number  
2 and type of FTE positions without changing COUNTY's maximum obligation as  
3 stated in Subparagraph 19.1 of this Agreement or reducing the level of service  
4 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4  
5 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation  
6 as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually  
7 agree in writing to proportionately reduce the service goals as set forth in  
8 this Exhibit A.

9 18. STAFF

10 ADMINISTRATOR reserves the right to make modifications to minimum  
11 staffing education and experience requirements as it deems to be in the best  
12 interest of COUNTY.

13 18.1 CONTRACTOR shall provide the following described staff positions  
14 and shall submit, to ADMINISTRATOR, proof of education, experience, and  
15 licensure and/or license-eligible status in accordance with Subparagraph 26.1  
16 of the Agreement.

17 18.2 Program Director

18 Duties

19 18.2.1 Provide oversight and supervision for the Wrap OC  
20 Program, including individual supervision of Wraparound Supervisors one (1)  
21 time each week and group supervision one (1) time each week.

22 18.2.2 Ensure agency is compliant with staffing requirements and  
23 that staff coverage is maintained, including all on-call assignments.

24 18.2.3 Maintain cooperative and effective working relationships  
25 with Wrap OC staff to provide maximum support to Participants and families.

26 18.2.4 Provide clarification, direction, support and emergency  
27 crisis management to direct services staff, twenty-four (24) hours a day,  
28 seven (7) days a week, including holidays, utilizing an on-call system after

1 normal business hours.

2 18.2.5 Participate in mandatory training and ensure Wrap OC  
3 staff participate in mandatory trainings as determined by COUNTY.

4 18.2.6 Provide a periodic, as determined by ADMINISTRATOR,  
5 review of randomly sampled POCs using the audit tool provided by  
6 ADMINISTRATOR.

7 18.2.7 Attend quarterly QA meetings with COUNTY's Wrap OC  
8 Program Administrator.

9 18.2.8 Attend monthly WRIT and POC presentations, and all  
10 monthly Wrap OC Institute Trainings.

11 18.2.9 Review Individual Service Reports (ISR) for accuracy and  
12 submit to County by the contractual deadline.

13 18.2.10 Review Wrap OC expenditure forms and invoices for  
14 accuracy and submit to ADMINISTRATOR by the contractual deadline.

15 18.2.11 Facilitate, or designate a Supervisor to facilitate,  
16 regular Medi-Cal documentation trainings to all Wrap OC Providers, to ensure  
17 understanding of compliant Medi-Cal documentation and provide updates on  
18 documentation changes per HCA.

19 18.2.12 Monitor staff's Medi-Cal billing productivity to ensure  
20 monthly agreed-upon, Direct Service Hours or Units of Service, expectations  
21 are met.

22 18.2.13 Monitor and review Medi-Cal billing and IRIS input to  
23 ensure agreement between units of service reported to HCA and ADMINISTRATOR.

24 18.2.14 Monitor and review HCA monthly expenditure/revenue report  
25 to ensure agreement between units of service and cost of services reported to  
26 HCA and ADMINISTRATOR.

27 18.2.15 Review and verify Flex Fund usage procedures are in  
28 compliance with CONTRACTOR's established fiscal strategies, and approve Flex

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

2 18.2.16 Be responsible for timely and accurate collection and  
3 submission of monthly reports and outcome evaluation data, as requested by  
4 ADMINISTRATOR.

5 18.2.17 Monitor and maintain ongoing and/or annual required  
6 background checks and clearances of all Wrap OC staff.

7 18.2.18 Ensure professional boundaries are established and  
8 maintained between staff and Participants and/or Participants' families.

9 18.2.19 Adhere to the Wrap OC Rules of Conduct as required by  
10 CONTRACTOR and ADMINISTRATOR.

11 Qualifications

12 18.2.20 Master's degree in psychology, sociology, social work or  
13 a related field from an accredited college or university;

14 18.2.21 Licensed or license-eligible Marriage and Family  
15 Therapist (MFT)/ Licensed Clinical Social Worker (LCSW) preferred;

16 18.2.22 Three (3) years related counseling experience in addition  
17 to one (1) year supervisory and administrative experience;

18 18.2.23 Knowledge of theory and techniques of individual, family,  
19 and group dynamics, as well as substance abuse issues;

20 18.2.24 One (1) year of experience working with target population  
21 as defined in Paragraph 1 of this Exhibit A; and

22 18.2.25 Possess a valid California Driver's License and proof of  
23 automobile insurance.

24 18.3 Wraparound Supervisor

25 Duties

26 18.3.1 Maintain a staffing schedule ensuring that no more than  
27 twelve (12) FTE Wrap OC staff, Care Coordinators, Parent Partners, and Youth  
28 Partners, are under his/her direct supervision at any time.

1                   18.3.2 Maintain cooperative and effective working relationships  
2 with staff in order to provide maximum support to Participants and families.

3                   18.3.3 Attend one (1) Wrap CFT meeting per month to ensure  
4 adherence to Wraparound model.

5                   18.3.4 Attend monthly WRIT and POC presentations, and all  
6 monthly Wrap OC Institute Trainings.

7                   18.3.5 Inform ADMINISTRATOR immediately of all emergency and/or  
8 critical incidents involving Participant and/or Participant's family and  
9 submit completed, signed, Special Incident Reports as required by COUNTY  
10 within twenty-four (24) hours of learning of the emergency and/or incident.

11                   18.3.6 Ensure that all documents and procedural forms are signed  
12 and submitted to WRIT and/or Medi-Cal, as may be appropriate, within  
13 designated time frames.

14                   18.3.7 Ensure accuracy and timeliness of POC and all other  
15 documents requiring Wraparound Supervisor's signature and/or approval.

16                   18.3.8 Notify ADMINISTRATOR of changes in Wrap CFT composition,  
17 through the update of the phases and Progress Reports.

18                   18.3.9 Maintain accountability for all Wrap OC Policies and  
19 Procedures as provided by WOG and/or WRIT.

20                   18.3.10 Provide orientation and training in Wrap OC to all new  
21 Care Coordinators, Parent Partners, and Youth Partners.

22                   18.3.11 Facilitate, or assist the Director to facilitate, regular  
23 Medi-Cal documentation trainings to all Wrap OC Providers, to ensure  
24 understanding of compliant Medi-Cal documentation and provide updates on  
25 documentation changes per HCA.

26                   18.3.12 Monitor service utilization, review monthly reports and  
27 POCs/ Safety Plans, and provide feedback to Care Coordinators.

28                   18.3.13 Monitor Flex Fund expenditures, the County's database

1 system entries and reports for accuracy.

2 18.3.14 Monitor situation(s) in which Participant(s) may be at-  
3 risk of placement disruption and ensure timely submission of COR.

4 18.3.15 Monitor and report to County all Care Coordinator, Parent  
5 Partner and Youth Partner activities if called to testify in Juvenile Court  
6 and/or if Wrap OC records are subpoenaed.

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

15 18.3.17 Provide Care Coordinators, Parent Partners and Youth  
16 Partners with tools to maximize safety; i.e., cell phones/pagers, training on  
17 community safety, and remain receptive to Care Coordinators, Parent Partners  
18 and Youth Partners' needs concerning community safety.

19 18.3.18 Provide supervision, direction, support, and emergency  
20 crisis management to CONTRACTOR's direct service staff twenty-four (24) hours  
21 a day, seven (7) seven days a week, including holidays, utilizing an on-call  
22 system after normal direct-services hours.

23 18.3.19 Participate in mandatory trainings and ensure that Care  
24 Coordinators, Parent Partners and Youth Partners also participate in mandatory  
25 trainings as determined by ADMINISTRATOR.

26 18.3.20 Provide coverage for Care Coordinators, Parent Partners  
27 and Youth Partners, as needed.

28 18.3.21 Attend one (1) Participant and Wrap CFT meeting per Care

1 Coordinator per month and utilize form approved by ADMINISTRATOR, to ensure  
2 adherence to the Wrap OC process and to provide staff with behavioral  
3 feedback.

4 18.3.22 Assist Care Coordinators, Parent Partners and Youth  
5 Partners in empowering Wrap CFTs; i.e., building on Participant and  
6 Participant's family strengths, meeting Participants and Participants'  
7 families' needs, and assisting Participants and Participants' families in  
8 utilizing community resources.

9 18.3.23 Conduct meetings, to include Emergency CFTs, with Wrap  
10 CFT members to solve challenging issues, as needed.

11 18.3.24 Provide Care Coordinators, Parent Partners and Youth  
12 Partners with ongoing assistance to work through crisis situations as well as  
13 day-to-day trouble shooting.

14 18.3.25 Review all Participant cases pending conclusion with the  
15 Care Coordinator assigned to the case, and ensure adequate transition  
16 planning.

17 18.3.26 Conduct regular performance evaluations for staff  
18 assigned for supervision.

19 18.3.27 Ensure professional boundaries are established and  
20 maintained between staff and Participants and/or Participants' families.

21 18.3.28 Complete all necessary required Medi-Cal documentation  
22 for services to all Medi-Cal eligible Participants.

23 18.3.29 Review and approve requests for Flex Fund expenditures,  
24 as indicated on the POC and Family Budget.

25 18.3.30 Review and verify Flex Fund usage procedures are in  
26 compliance with CONTRACTOR's established fiscal strategies.

27 18.3.31 Review Wrap OC and Medi-Cal case notes, including Notes  
28 to Chart located in Medi-Cal notes for services not billable to Medi-Cal, for

1 families served by Care Coordinators under supervision.

2 18.3.32 Review all documentation prepared by Care Coordinators,  
3 Parent Partners and Youth Partners under supervision, for services provided by  
4 Wrap OC and Medi-Cal.

5 18.3.33 Review program documentation to ensure accuracy and  
6 adherence to the Wrap OC process.

7 18.3.34 Participate in a minimum of six (6) "Professional Growth  
8 for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.

9 18.3.35 Adhere to the Wrap OC Rules of Conduct as required by  
10 CONTRACTOR and ADMINISTRATOR.

11 Qualifications

12 18.3.36 Master's degree in social work, psychology, nursing,  
13 occupational therapy, or a related field from an accredited college or  
14 university;

15 18.3.37 Licensed or license-eligible MFT or LCSW;

16 18.3.38 One (1) year of experience in human services, preferably  
17 case management;

18 18.3.39 One (1) year of experience in care coordination or  
19 similar experience;

20 18.3.40 One (1) year of experience working with target population  
21 as defined in Paragraph 1 of this Exhibit A; and

22 18.3.41 Possess a valid California Driver's License and proof of  
23 automobile insurance.

24 18.4 Care Coordinator

25 Duties

26 18.4.1 Maintain a caseload of up to twelve (12) referral slots,  
27 with an average of fifteen to sixteen (15-16) hours of service contacts per  
28 month per Participant or Participant's Wrap CFT. The fifteen-to-sixteen (15-

1 16) hours include telephone and/or face-to-face contacts with the Participant  
2 and/or the Participant's family, consultation time as necessary, case  
3 management and documentation, and identified crisis time.

4 18.4.2 Assemble the Participant's Wrap CFT within three (3)  
5 weeks of case assignment, by interviewing the Participant's family and  
6 identifying family members, natural supports, Agency representatives and other  
7 persons who are or may be significant to the Participant and/or the  
8 Participant's family.

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

15 18.4.4 Collaborate with the referring parties, Parent Partners,  
16 Participants and Participant's parent(s)/caregiver(s) to ensure every  
17 Participant is linked to a medical home.

18 18.4.5 Assist the Participant and the Participant's Wrap CFT to  
19 access strength-based mental health, social services, education services, and  
20 other supports and services as identified by the Participant and the  
21 Participant's Wrap CFT, including services available through the PNP.

22 18.4.6 Provide or secure support and crisis/emergency services  
23 for the Participant and/or the Participant's Wrap CFT, including services  
24 available through the PNP. Said support and crisis/emergency services may be  
25 provided through face-to-face contact, phone contact, and/or staff  
26 availability by mobile or other on-call system.

27 18.4.7 Ensure that the Participant and the Participant's Wrap  
28 CFT are involved in all phases of determining the goals and needs to be



1 identified in the POC.

2 18.4.8 Discuss the provision and quality of activities actually  
3 provided with the Participant and the Participant's Wrap CFT, and ensure that  
4 activities are responsive to goals and needs identified in the POC.

5 18.4.9 Meet with Participant when scheduled and immediately  
6 notify the Participant and the Participant's parent/caregiver, via telephone,  
7 when a change in scheduling or a cancellation is unavoidable.

8 18.4.10 Modify the POC whenever services or resources need to be  
9 added, modified, and/or deleted.

10 18.4.11 Act as a liaison for the Participant and the  
11 Participant's Wrap CFT when new services and/or resources need to be sought  
12 and/or developed.

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

18 18.4.13 Maintain cooperative and effective working relationships  
19 with each CFT's Parent Partner and Youth Partner, referring agency  
20 representative(s), educational liaisons, and/or other formal and/or informal  
21 supports, in order to provide maximum support to Participants and families.

22 18.4.14 Ensure professional boundaries are established and  
23 maintained between Care Coordinator and Participants and/or Participants'  
24 families.

25 18.4.15 Provide supervision, direction, support, and/or emergency  
26 crisis management to Parent Partners and Youth Partners, twenty-four (24)  
27 hours a day, seven (7) days a week, including holidays, utilizing an on-call  
28 system after normal business hours.

1 18.4.16 Complete all required Medi-Cal documentation for services  
2 to all Medi-Cal eligible Participants.

3 18.4.17 Complete all necessary documentation required by COUNTY,  
4 including completing and inputting required data into ADMINISTRATOR's database  
5 system and/or IRIS, and participation in the Wraparound Fidelity Index (WFI)  
6 process.

7 18.4.18 Maintain accurate information, ensuring that Participant  
8 and family demographic information is updated at all times.

9 18.4.19 Participate in all meetings and training sessions as  
10 required by WOG and/or WRIT.

11 18.4.20 Participate in Quality Assurance/Quality Improvement  
12 studies as required by WOG and/or WRIT.

13 18.4.21 Participate in a minimum of six (6) Professional Growth  
14 for Care Coordinators trainings each year and attend all monthly Wrap OC  
15 Institute Trainings, as offered by ADMINISTRATOR.

16 18.4.22 Adhere to the Wrap OC Rules of Conduct as required by  
17 CONTRACTOR and ADMINISTRATOR.

18 Qualifications

19 18.4.23 Bachelor's degree in social work, psychology, nursing,  
20 occupational therapy, or a related field from an accredited college or  
21 university;

22 18.4.24 One (1) year of experience in human services, preferably  
23 case management;

24 18.4.25 One (1) year of experience working with target population  
25 as defined in Paragraph 1 of this Exhibit A; and

26 18.4.26 Possess a valid California Driver's License and proof of  
27 automobile insurance.

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1 18.5 Parent Partner2 Duties

3 18.5.1 Provide “one-to-one” interaction with Participant’s  
4 family in Wrap OC and/or with NMD. The level of “hands-on” interaction will  
5 depend upon the individual needs of the family and/or NMD.

6 18.5.2 Attend all scheduled Wrap CFT meetings, and engage the  
7 Participant and Participant’s family in expressing their respective voices and  
8 choices and ownership of their goals, as stated and agreed upon by the  
9 Participant and the Participant’s family and Wrap CFT, and as documented in  
10 the Participant’s POC and Safety Plan.

11 18.5.3 Collaborate with Care Coordinators, referring parties,  
12 Participants and Participant’s parent(s)/caregiver(s) to ensure that each  
13 Participant and Participant’s siblings, as applicable, are linked to medical  
14 homes.

15 18.5.4 Perform other duties in support of the Wrap OC Program as  
16 assigned, including participation in the WFI process.

17 18.5.5 Be available to provide telephone support and crisis de-  
18 escalation to Participant’s family and/or NMD twenty-four (24) hours a day,  
19 seven (7) seven days a week, including holidays, through an on-call system  
20 after normal direct-services hours.

21 18.5.6 Meet with Participant’s family and/or NMD outside of Wrap  
22 CFT meetings to support, empower and assist/coach the Participant’s family  
23 and/or NMD in identifying, selecting, and completing interventions and/or  
24 activities.

25 18.5.7 As determined by Wrap CFT, assist the NMD in becoming  
26 involved in academic, social and recreational activities; identifying and  
27 developing skills required to develop a resume, conduct a job search and  
28 obtain employment; locating and obtaining housing; identifying and working

1 toward or completing educational goals; and identifying and developing other  
2 self-sufficiency skills. Coach the Participant to become confident and  
3 proficient in said activities and other activities of independent living  
4 skills.

5 18.5.8 Provide transportation for Participant(s) and/or  
6 Participant's family to/from appointments and/or to access services as  
7 required. Participant(s) parent(s), caregiver(s), or other responsible adult  
8 identified by the Wrap CFT must accompany the Participant unless approved in  
9 advance by the Wraparound Supervisor or Wraparound Director.

10 18.5.9 Possess a clear understanding of the Wrap OC phases,  
11 strength-based approach, and team decision making process.

12 18.5.10 Establish a temporary, professional relationship with  
13 Participant and/or Participant's family that will terminate upon commencement  
14 or discontinuance of Wrap OC.

15 18.5.11 Abstain from, providing tutoring and/or academic support  
16 to Participant and/or Participant's family. These services shall not be  
17 reimbursed.

18 18.5.12 Maintain a cooperative and effective working relationship  
19 with each Participant's Wrap CFT Care Coordinator, Youth Partner, referring  
20 parties, educational liaisons and other formal and informal supports of the  
21 Wrap CFT, to provide maximum support to families.

22 18.5.13 Assist the family in researching, identifying, developing  
23 and obtaining resources to assist the family, as needed.

24 18.5.14 Participate in a minimum of six (6) "Professional Growth  
25 for Parent Partners" training sessions each fiscal year, as offered by the  
26 Wraparound Support Services Provider, and attend all monthly Wrap OC Institute  
27 trainings and any additional training as may be required by ADMINISTRATOR.

28 18.5.15 Complete all required Medi-Cal documentation for services

1 to all Medi-Cal eligible Participants.

2 18.5.16 Maintain required paperwork and documentation.

3 18.5.17 Adhere to the Wrap OC Rules of Conduct as required by  
4 CONTRACTOR and ADMINISTRATOR.

5 Qualifications

6 18.5.18 Experience as a parent in managing the care of an  
7 immediate family member, or being the caregiver for a child/youth/NMD youth  
8 who has been involved with the COUNTY's Child Welfare Services, Probation  
9 Department or Mental Health System;

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 of full-time equivalent experience  
13 (paid and/or unpaid) accessing services to address serious emotional or  
14 behavioral problems, and familiarity with community resources;

15 18.5.21 May possess personal experience and involvement with  
16 COUNTY's Child Welfare Services, Probation Department, Mental Health and/or  
17 Foster Care System; and

18 18.5.22 Possess a valid California Driver's License and proof of  
19 automobile insurance.

20 18.6 Youth Partner

21 Duties

22 18.6.1 Develop a one-to-one relationship with Participant by  
23 providing support, guidance and concrete assistance, focusing on the needs of  
24 the Participant. Youth Partner shall function as both a positive role model  
25 and an advocate for the Participant in the Participant's family or family-like  
26 system and community.

27 18.6.2 Role-model appropriate behavior and coping mechanisms,  
28 and provide guidance to help Participant gain skills, perspective and

1 experience interacting in a socially responsible manner, without the use of  
2 things such as violence, bullying, coercion, truancy, tantrums, manipulation,  
3 defiance, disrespectful behavior and/or breaking the law.

4 18.6.3 Adapt to and be flexible with changes in the Wrap OC  
5 process and its progression.

6 18.6.4 Extend assistance as stated in Subparagraph 18.6 to  
7 Participant's minor sibling(s) and/or other child(ren) in the home, as  
8 determined by the needs identified by the Wrap CFT.

9 18.6.5 Provide services in the Participant's residence, school,  
10 community settings and/or alternate sites as authorized by ADMINISTRATOR.

11 18.6.6 Conduct initial meeting with Participant and  
12 Participant's parent(s)/caregiver(s) within ten (10) calendar days of receipt  
13 of referral.

14 18.6.7 Document the discussion with Participant and  
15 Participant's parent(s)/caregiver(s) after initial meeting and after all  
16 subsequent meetings with Participant and/or Participant's  
17 parent(s)/caregiver(s), in ADMINISTRATOR's database system.

18 18.6.7.1 Collaborate with the Participant and the  
19 Participant's parent(s)/caregiver(s) and the referring parties to develop a  
20 plan with identified interventions to assist the Participant in identifying,  
21 establishing, and meeting specific educational, employment-related, social and  
22 emotional goals that are important to the Participant.

23 18.6.8 Meet with Participant as scheduled. If a change in  
24 scheduling or cancellation is unavoidable, immediately notify the  
25 Participant's parent(s)/caregiver(s) via telephone, and provide written  
26 justification in a note to the Participant's case file in the ADMINISTRATOR's  
27 database system within two (2) business days of change or cancellation.

28 18.6.9 Provide services for one-to-five (1-5) hours per week, as

1 determined by ADMINISTRATOR to best meet the needs of Participant and  
2 Participant's family.

3 18.6.10 Be available to provide telephone support and crisis de-  
4 escalation to Participants and NMDs twenty-four (24) hours a day, seven (7)  
5 seven days a week, including holidays, through an on-call system after normal  
6 direct-services hours.

7 18.6.11 Work with Participant and Participant's family to  
8 identify educational, social and recreational opportunities in the local  
9 community that meet Participant's needs and help Participant take part in said  
10 opportunities. Opportunities must be positive, pro-social activities and  
11 interventions that build self-esteem, social skills and peer relationships.

12 18.6.12 Provide one-to-one interactions with the Participant  
13 within the community.

14 18.6.13 Help the Participant and the Participant's family in  
15 identifying and locating natural supports who can help link the Participant to  
16 the community and support transition, and who will sustain the Participant  
17 once the Youth Partner's involvement ends.

18 18.6.14 Assist the Participant with: a.) developing employment  
19 skills, creating a resume, and conducting a job search, and/or identifying and  
20 building upon other independent-living skills needed to enable the Participant  
21 to become self-sufficient as applicable; and b.) providing encouragement and  
22 coaching to aid the Participant in becoming more confident and proficient in  
23 these arenas.

24 18.6.15 Teach, model and reinforce the development of age-  
25 appropriate social skills required for the development and sustaining of  
26 ongoing relationships within the Participant's family and community, i.e.,  
27 peers, friends, teachers, mentors and other natural supports.

28 18.6.16 Provide a consistent, supportive environment in which the

1 Participant can learn and practice pro-social behaviors, problem-solving, and  
2 developing and demonstrating age-appropriate coping skills, and/or other  
3 independent and transitional living skills, as appropriate.

4 18.6.17 Create varied, fun and strengthening environments to  
5 reinforce the Participant's development and use of positive behaviors,  
6 activities and skills.

7 18.6.18 Provide transportation for Participant(s) and/or  
8 Participant's family to/from appointments and/or to access services as  
9 required. Participant's parent(s), caregiver(s) or other responsible adult  
10 identified by the Wrap CFT must accompany the Participant and/or sibling(s)  
11 unless approved in advance by the Wraparound Supervisor or Wraparound  
12 Director.

13 18.6.18.1 Written consent from the Participant's  
14 parent(s)/caregiver(s) is required prior to transporting the Participant  
15 and/or the Participant's sibling(s).

16 18.6.18.2 The Youth Partner shall not be authorized to  
17 pick up and/or drop off Participant and/or sibling(s) when Participant's  
18 parent/caregiver or previously authorized adult designee is not at home or at  
19 the otherwise agreed upon location. In the event the Participant's  
20 parent/caregiver or previously authorized adult designee is not present, Youth  
21 Partner shall immediately contact Wraparound Supervisor and/or CONTRACTOR's  
22 designee for assistance.

23 18.6.19 Establish and maintain professional boundaries with  
24 Participant, and encourage effective communication with Participant and  
25 between Participant and Participant's family and Wrap CFT.

26 18.6.20 Establish a temporary, professional relationship with  
27 Participant or Participant's family that will terminate upon commencement or  
28 discontinuance of Wrap OC.



1                   18.6.21 Abstain from providing tutoring and/or academic support  
2 to Participant and/or Participant's family. These services shall not be  
3 reimbursed.

4                   18.6.22 Maintain a cooperative and effective working relationship  
5 with each Participant's Wrap CFT Care Coordinator Parent Partner, referring  
6 parties, educational liaisons, and other formal and informal supports of the  
7 Wrap CFT, to provide maximum support to Participants and Participants'  
8 families.

9                   18.6.23 Participate in a minimum of six (6) "Professional Growth  
10 for Youth Partners" training sessions annually, and all monthly Wrap OC  
11 Institute Trainings, as offered by County, the Wraparound Support Services  
12 Provider, and/or Provider and any additional required training.

13                   18.6.24 Attend all Wrap CFTs, Emergency CFTs and all one-to-one  
14 meetings with Participant and/or Participant's family; and document Youth  
15 Partner attendance, discussions, and interactions between Youth Partner and  
16 Participant and/or Participant's family, using the ADMINISTRATOR's database  
17 system following all meetings.

18                   18.6.25 Complete all required Medi-Cal documentation for services  
19 to all Medi-Cal eligible Participants.

20                   18.6.26 Maintain required paperwork and documentation, and  
21 complete and submit Special Incident Reports as required, as soon as possible  
22 after an incident but no later than twenty-four (24) hours after the incident.

23                   18.6.27 Perform other duties in support of the Wrap OC Program as  
24 assigned, including participation in the WFI process.

25                   18.6.28 Adhere to the Wrap OC Rules of Conduct as required by  
26 CONTRACTOR and ADMINISTRATOR.

27                   18.6.29 Participate in training related to working with the TFCO-  
28 OC model.

1                   Qualifications

2                   18.6.30 Bachelor's degree in human services or a related field  
3 from an accredited college or university, or a minimum of one (1) year of  
4 experience (preferably more) working with the target population as defined in  
5 Paragraph 1**Error! Reference source not found.** of this Exhibit A;

6                   18.6.31 Experience working with youth and/or NMD in an employment  
7 or volunteer capacity is preferred;

8                   18.6.32 Experience supporting youth in their personal development  
9 through regular interactions, leading to a supportive and trusting  
10 relationship; and

11                  18.6.33 Possess a valid California Driver's License and proof of  
12 automobile insurance.

13                  18.7 Mental Health Clinician

14                   Duties

15                  18.7.1 Develop a therapeutic relationship with each client by  
16 assessing individual needs and assisting in meeting needs.

17                  18.7.2 Complete required Medi-Cal documentation, including  
18 comprehensive mental health assessment and care plan for each assigned  
19 participant within 30 days.

20                  18.7.3 Maintain necessary contact with representatives of  
21 referring agency.

22                  18.7.4 Maintain open communication in accordance with  
23 therapeutic confidentiality, with family and team.

24                  18.7.5 Participate in the Wrap CFT process to speak to the  
25 mental health needs of the child.

26                  18.7.6 Maintain detailed records of significant contacts,  
27 incidents, relationships, treatment team meetings, and case management  
28 activity, i.e. mental health documentation.

1 18.7.7 Submit assessments, care plans, and other documentation  
2 to supervisor within timelines.

3 18.7.8 Maintain flexibility in scheduling to best meet the needs  
4 of the client and family.

5 18.7.9 Participate in peer reviews and other audit activities.

6 18.7.10 Provide crisis de-escalation support to clients.

7 18.7.11 Available to handle crisis situations that may arise  
8 during working hours.

9 18.7.12 Adhere to the Wrap OC Rules of Conduct as required by  
10 CONTRACTOR and ADMINISTRATOR.

11 Qualifications

12 18.7.13 Master's degree in psychology or social work from an  
13 accredited college or university;

14 18.7.14 MFT or LCSW license, or be license-eligible and  
15 registered with the California Board of Behavioral Science;

16 18.7.15 Working knowledge of computer applications including  
17 Microsoft Outlook and Word;

18 18.7.16 Proficiency in the use of Electronic Health Record  
19 preferred;

20 18.7.17 Excellent written and verbal communication skills;

21 18.7.18 Demonstrated ability to work independently and complete  
22 assigned tasks;

23 18.7.19 Ability to apply reason in problem-solving situations  
24 where only limited standardization may exist, and to interpret a variety of  
25 instructions furnished in written, oral, diagrammatic, or schedule form;

26 18.7.20 Good engagement skills and ability to demonstrate a high  
27 level of professionalism, common-sense, and good judgment; and

28 18.7.21 Valid California Driver's License and proof of automobile

1 insurance, and access to reliable transportation/automobile.

2 18.8 Quality Assurance Coordinator

3 Duties

4 18.8.1 Responsible for reviewing, program documentation for  
5 accuracy and fidelity to the Wrap OC process.

6 18.8.2 Maintain database to track client and program-related  
7 data, and prepare reports as directed.

8 18.8.3 Maintain accurate records of direct service staff  
9 caseloads, and provide program census data to COUNTY, as needed.

10 18.8.4 Monitor and verify that all required documentation is  
11 present in Participants' charts.

12 18.8.5 Ensure that all intake forms, paperwork, and other data  
13 collection instruments are completed and collected in a timely manner.

14 18.8.6 In consultation with CONTRACTOR's management team and  
15 COUNTY, develop and utilize reliable outcome measures to track effectiveness  
16 of mental health services.

17 18.8.7 Collect and complete data entry of mental health  
18 documentation produced by staff into IRIS.

19 18.8.8 Ensure that progress notes are in compliance with COUNTY  
20 and Medi-Cal billing standards, and bring all discrepancies to Wraparound  
21 Supervisor's and Program Director's attention.

22 18.8.9 Maintain detailed accounting of program expenditures.

23 18.8.10 Maintain detailed and accurate records of Medi-Cal  
24 billing and financial expenditures.

25 18.8.11 Participate in mandatory training, and support the  
26 maintenance of all training compliance records.

27 Qualifications

28 18.8.12 Two (2) years of experience in office management or

1 Associate's Degree:

2 18.8.13 Knowledge and experience with program assessment,  
3 outcomes measures, and data analysis;

4 18.8.14 Familiarity with Wraparound process and practices  
5 preferred;

6 18.8.15 Familiarity with IRIS and Medi-Cal guidelines and  
7 requirements for mental health billing, documentation and managed care systems  
8 preferred;

9 18.8.16 Knowledge and experience in basic accounting and filing;  
10 and

11 18.8.17 Computer literacy and proficiency in Word, Excel,  
12 Outlook.

13 18.9 Quality Assurance Assistant

14 Duties

15 18.9.1 Responsible for reviewing, program documentation for  
16 accuracy and fidelity to the Wrap OC process.

17 18.9.2 Maintain database to track client and program-related  
18 data, and prepare reports as directed.

19 18.9.3 Maintain accurate records of direct service staff  
20 caseloads, and provide program census data to COUNTY, as needed.

21 18.9.4 Monitor and verify that all required documentation is  
22 present in Participants' charts.

23 18.9.5 Ensure that all intake forms, paperwork, and other data  
24 collection instruments are completed and collected in a timely manner.

25 18.9.6 In consultation with CONTRACTOR's management team and  
26 COUNTY, develop and utilize reliable outcome measures to track effectiveness  
27 of mental health services.

28 18.9.7 Collect and complete data entry of mental health

1 documentation produced by staff into IRIS.

2 18.9.8 Ensure that progress notes are in compliance with COUNTY  
3 and Medi-Cal billing standards, and bring all discrepancies to Wraparound  
4 Supervisor's and Program Director's attention.

5 18.9.9 Maintain detailed accounting of program expenditures.

6 18.9.10 Maintain detailed and accurate records of Medi-Cal  
7 billing and financial expenditures.

8 18.9.11 Participate in mandatory training, and support the  
9 maintenance of all training compliance records.

10 Qualifications

11 18.9.12 Two (2) years of experience in office management or  
12 Associate's Degree;

13 18.9.13 Knowledge and experience with program assessment,  
14 outcomes measures, and data analysis;

15 18.9.14 Familiarity with Wraparound process and practices  
16 preferred;

17 18.9.15 Familiarity with IRIS and Medi-Cal guidelines and  
18 requirements for mental health billing, documentation and managed care systems  
19 preferred;

20 18.9.16 Knowledge and experience in basic accounting and filing;  
21 and

22 18.9.17 Computer literacy and proficiency in Word, Excel,  
23 Outlook.

24 18.10 Executive Director

25 Duties

26 18.10.1 Provide leadership for the effective functioning of the  
27 Orange County business operations.

28 18.10.2 Provide leadership and supervision to ensure adequate

1 staffing in all programs.

2 18.10.3 Provide leadership and sound fiscal management.

3 18.10.4 Primary liaison between the Board of Trustees and  
4 CONTRACTOR staff.

5 18.10.5 Provide leadership and supervision to implement community  
6 relations efforts for Olive Crest facilitating an acceptable professional  
7 image in the community at large.

8 18.10.6 Provide leadership and supervision in providing training  
9 on an ongoing basis to CONTRACTOR staff.

10 18.10.7 Provide leadership and supervision in ensuring CONTRACTOR  
11 compliance with all federal, State, County, and other agency regulations  
12 governing the care of children.

13 18.10.8 Provide leadership to and assure the development and  
14 implementation of an affective strategic and operational plan.

15 Qualifications

16 18.10.9 Bachelor's degree or higher from an accredited college or  
17 university;

18 18.10.10 A minimum of seven (7) years of leadership experience;

19 18.10.11 Excellent written and verbal communication skills;

20 18.10.12 Excellent management and leadership skills;

21 18.10.13 Excellent social skills and a demonstrated high level of  
22 professionalism, common-sense, and ability to exercise good judgment;

23 18.10.14 Philosophy of support for children in line with the  
24 values, mission, and treatment philosophy of CONTRACTOR; and

25 18.10.15 Ability to embrace a management philosophy that respects  
26 the intrinsic value of people and seeks to maximize their potential in the  
27 work place.

28 ///

1 18.11 Executive Assistant

2 Duties

3 18.11.1 Prepare and generate correspondence (e.g. letters,  
4 reports, etc.) for presentation.

5 18.11.2 Oversee and coordinate projects as assigned.

6 18.11.3 Assist in the preparation and/or updating of program  
7 statements for all Orange County social welfare programs.

8 18.11.4 Develop and implement organizational systems as needed.

9 18.11.5 Maintain files as needed.

10 18.11.6 Create forms, invitations, flyers, etc. to be printed for  
11 in-house use.

12 18.11.7 Plan and prepare staff, regional, and other meetings for  
13 the Orange County Executive Director.

14 18.11.8 Assist with program budgets and variance reports as  
15 needed.

16 18.11.9 Complete reconciliations for submissions to Accounting.

17 Qualifications

18 18.11.10 Three (3) years of experience in similar position or  
19 related field;

20 18.11.11 Ability to demonstrate good organizational skills, and  
21 manage multiple and varied tasks;

22 18.11.12 Ability to demonstrate professional interaction with  
23 individuals at all levels, and a professional telephone manner;

24 18.11.13 Ability to maintain integrity in connection with  
25 confidentiality of administrative and program information;

26 18.11.14 Experience in training others;

27 18.11.15 Proficiency in Microsoft Office; and

28 18.11.16 Proficiency in office equipment (e.g. fax, copy, scan,



1 etc.)

2 18.12 Intensive Services Director

3 Duties

4 18.12.1 Supervise leadership for the Wrap OC program in Orange  
5 County.

6 18.12.2 Provide clarification, direction, support and emergency  
7 crisis management to staff, twenty-four (24) hours a day and seven (7) days a  
8 week, including holidays.

9 18.12.3 Coordinate periodic program meetings including individual  
10 and group supervision to ensure program quality.

11 18.12.4 Ensure compliance with all County, State, and contractual  
12 requirements.

13 18.12.5 Responsible for input on budget development and  
14 submission, and for program budget monitoring and fidelity.

15 18.12.6 Oversee development and maintenance of systems of  
16 evaluation and reporting for program integrity.

17 18.12.7 Prepare and submit monthly program review reports to  
18 Executive Director of Region.

19 18.12.8 Responsible for the revision of program statements for  
20 Wrap OC program.

21 18.12.9 Represent CONTRACTOR on various County and State councils  
22 and committees, ensuring cooperative and effective working relations with  
23 staff and County Partners, to provide maximum support to youth and families.

24 18.12.10 Represent CONTRACTOR at community events, conferences,  
25 etc.

26 18.12.11 Screen, interview, and train new staff.

27 18.12.12 Ensure compliance with staffing requirements, including  
28 on-call coverage.

1                   Qualifications

2                   18.12.13 Master's degree or doctoral degree from an accredited  
3 university;

4                   18.12.14 License with the Board of Behavioral Sciences or the  
5 Board of Psychology;

6                   18.12.15 Eligibility to supervise trainees, associates, and  
7 interns in accordance with Board regulations;

8                   18.12.16 Excellent written and verbal communication skills;

9                   18.12.17 Demonstrated ability to work independently and complete  
10 assigned tasks, and to exercise good judgment;

11                  18.12.18 Ability to apply reason in problem-solving situations  
12 where only limited standardization may exist, and to interpret a variety of  
13 instructions furnished in written, oral, diagrammatic, or schedule form;

14                  18.12.19 Excellent social skills and ability to demonstrate a high  
15 level of professionalism and common-sense;

16                  18.12.20 Working knowledge of computer applications including  
17 Microsoft Outlook and Word; and

18                  18.12.21 Trainable in the use of Electronic Health Record.

19                  18.13 Human Resources Director

20                   Duties

21                  18.13.1 Hire, train, and supervise Human Resources (HR)  
22 Manager(s), HR Assistant(s) and Receptionist(s).

23                  18.13.2 Oversee recruitment for all positions in assigned region.

24                  18.13.3 Oversee new employee orientation.

25                  18.13.4 Oversee maintenance of employee records for assigned  
26 region, assuring compliance with all required documentation for CONTRACTOR and  
27 County, State and federal agencies.

28                  18.13.5 Oversee input of employee information for region into HR

1 database.

2 18.13.6 Oversee review of employee files for audits in region.

3 18.13.7 Review and advise directors on involuntary terminations  
4 and suspensions.

5 18.13.8 Assist supervisors with employee situations.

6 18.13.9 Oversee employee injury investigations and assist with  
7 handling of Workers' Comp claims as requested.

8 18.13.10 Approve new salaries/salary changes for salaries within  
9 approved salary ranges.

10 18.13.11 Approve new job descriptions and job description changes  
11 for positions in region.

12 18.13.12 Assist directors with updating of staffing schedules.

13 18.13.13 Review disciplinary notices with supervisors in region.

14 18.13.14 Update and implement quarterly recruitment plan for  
15 region.

16 18.13.15 Oversee implementation of safety program in region.

17 18.13.16 Review and respond to unemployment claims and coordinate  
18 unemployment hearings for region.

19 18.13.17 Oversee Employee Relations program in region.

20 18.13.18 Assist with management and supervisor training program.

21 18.13.19 Oversee internship program in region.

22 18.13.20 Oversee implementation of marketing plan in region.

23 18.13.21 Research new recruitment avenues in region.

24 18.13.22 Update and maintain job descriptions for positions in  
25 region.

26 18.13.23 Approve Position Requisitions for replacement and growth  
27 positions.

28 18.13.24 Approve and coordinate processing of Employment

1 Information Notices in accordance with approved process.

2 18.13.25 Oversee exit interview process in region.

3 18.13.26 Assist with special projects as directed by supervisor.

4 18.13.27 Coordinate job fairs for region.

5 18.13.28 Assist with payroll processing, payroll reporting and  
6 employee benefit processing as needed.

7 Qualifications

8 18.13.29 Bachelor's degree in HR management or business  
9 administration, or equivalent experience;

10 18.13.30 Five (5) years of related HR or administrative  
11 experience; and

12 18.13.31 Proficiency in Microsoft Word and Excel.

13 18.14 Human Resources Recruiter

14 Duties

15 18.14.1 Recruit and interview applicants for positions in  
16 assigned divisions/departments and other positions as requested.

17 18.14.2 Refer qualified applicants to appropriate managers for  
18 subsequent interviews.

19 18.14.3 Screen applicants on the telephone and schedule initial  
20 interview appointments.

21 18.14.4 Complete reference checks on qualified applicants.

22 18.14.5 Make job offers to prospective employees.

23 18.14.6 Process paperwork on new employees, set-up new employee  
24 files, and assure that all required paperwork is submitted.

25 18.14.7 Issue Employee Handbooks to new employees.

26 18.14.8 Schedule orientation training for new employees and  
27 follow-up to assure training has been completed.

28 18.14.9 Conduct new hire orientation as assigned

1 18.14.10 Represent CONTRACTOR at career fairs, recruiting  
2 functions and other marketing situations as assigned

3 18.14.11 Process paperwork for staff changes in assigned  
4 divisions/departments as requested.

5 18.14.12 Check U.S. Department of Justice (DOJ) website for  
6 updates and maintain Criminal Offender Record information (CORI) report.

7 18.14.13 Assist with filing of paperwork in employee files.

8 18.14.14 Other duties as required.

9 Qualifications

10 18.14.15 Previous recruitment and general HR experience preferred;

11 18.14.16 Excellent customer service skills;

12 18.14.17 Ability to problem-solve and follow tasks through to  
13 completion; and

14 18.14.18 Proficiency in Microsoft Word and Excel.

15 18.15 Human Resources Coordinator

16 Duties

17 18.15.1 Ensure that new hire files are completed and copies are  
18 sent to necessary job sites.

19 18.15.2 Follow-up with new hires to ensure completion of new  
20 employment documentation prior to starting.

21 18.15.3 Verify and transfer Community Care Licensing (CCL)  
22 Clearances as needed.

23 18.15.4 Maintain updated facility rosters for Orange County  
24 programs and CORI report.

25 18.15.5 Maintain supply of Employee Handbooks, New Hire Packets  
26 and Marketing Materials.

27 18.15.6 Assist walk-in employees and be available to answer  
28 questions.

1 18.15.7 Maintain expiration date records and follow-up with  
2 employees on expiring documents.

3 18.15.8 Audit and maintain regional employee files.

4 18.15.9 Ensure I-9 forms are complete, accurate, and updated as  
5 needed.

6 18.15.10 Assist with reference checks as requested.

7 18.15.11 Maintain employee training records and enter trainings  
8 into HR database.

9 18.15.12 Oversee the maintenance of the DMV Pull Program and  
10 review employee driving records.

11 18.15.13 Review Driving Records upon receipt to ensure guidelines  
12 have been met, and flag any concerning records for Director approval/action.

13 18.15.14 Disseminate DMV Records to other regions.

14 18.15.15 Assist with payroll process as needed.

15 18.15.16 Review DOJ and U.S. Federal Bureau of Investigation (FBI)  
16 criminal records, and process paperwork for clearances.

17 18.15.17 Work with Marketing Department to maintain updated  
18 information on the Careers Page.

19 18.15.18 Generate job announcement flyers as needed.

20 18.15.19 Assist with job postings as requested.

21 18.15.20 Create Employee ID Cards.

22 Qualifications

23 18.15.21 Relevant administrative experience;

24 18.15.22 Ability to demonstrate good organizational skills;

25 18.15.23 Exemplary oral and written skills;

26 18.15.24 Ability to demonstrate professional interaction with  
27 individuals at all levels;

28 18.15.25 Ability to manage multiple and varied tasks; and

1 18.15.26 Proficiency in Microsoft Office.

2 18.16 Community Involvement

3 Duties

4 18.16.1 Arrange, set up, and lead Community Information Meetings  
5 on a regular basis to familiarize the public with Olive Crest goals, programs,  
6 and guidelines.

7 18.16.2 Lead resource drives that engage community partners to  
8 meet the resource needs of children and families, including but not limited to  
9 "Be the Miracle" toy drive, Back to School supplies drive, Holiday Meals  
10 distribution, and Diaper Drive.

11 18.16.3 Responsible for distribution of in-kind donations  
12 including, but not limited to, holiday donations, summer ticket donations,  
13 furniture, appliances, and bicycles.

14 18.16.4 Develop relationships with community partners in order to  
15 provide employment opportunities for youth and families.

16 18.16.5 Ensure that accurate records, files, and resource  
17 materials are maintained for the Community Involvement Department.

18 18.16.6 Develop new resource materials as needed.

19 18.16.7 Serve as the key communication link between the  
20 organization and community partners.

21 18.16.8 Serve as a communication link between the organization,  
22 the board, administration, staff, and the departments that benefit from  
23 community partnerships.

24 Qualifications

25 18.16.9 Bachelor's degree in public relations, communications, or  
26 related field from an accredited college or university, is preferred;

27 18.16.10 Strong oral and written communication skills,  
28 interpersonal skills, organizational skills, and computer skills;

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18.16.11 Ability to be detail-oriented;

18.16.12 Ability to be energetic and strong with follow-through;

18.16.13 A philosophy of support for abused children in line with values, mission and treatment philosophy of Olive Crest; and

18.16.14 A management philosophy that respects the intrinsic value of people and seeks to maximize their potential in the work place.

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EXHIBIT B  
TO  
AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
OLIVE CREST

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

DEFINITIONS

1. 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 as compulsive masturbatory behavior.

1.4 Adoption Assistance Program (AAP): A federally subsidized program

1 that provides funds to encourage adoption of children with special needs and  
2 removes the financial disincentives for families to adopt. Funds are intended  
3 to benefit children in foster care by providing the security and stability of  
4 a permanent home through adoption.

5 1.5 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010,  
6 amendment to section 17552 of the Family Code, provides transitional support  
7 to qualifying youth until age twenty-one (21).

8 1.6 Assembly Bill 3632: See Educationally-Related Mental Health  
9 Services.

10 1.7 Assignment: A term used to signify that a child/youth has been  
11 accepted as a Participant in Wrap OC, and that the child/youth and his or her  
12 family have been assigned by Wraparound Review and Intake Team (WRIT) to a  
13 Wrap OC Provider Agency.

14 1.8 CalWORKs: The acronym for the California Work Opportunity and  
15 Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of  
16 the California Welfare and Institutions Code (WIC).

17 1.9 Care Coordinator: Wrap OC Provider Agency staff who is  
18 responsible for facilitating the Wrap OC Child and Family Team (Wrap CFT)  
19 meetings and guiding the evolution of a Plan of Care (POC) that is family-  
20 centered and effective in safely transitioning and/or maintaining the  
21 Participant to the least-restrictive family setting with minimal reliance on  
22 formal support systems.

23 1.10 Case Number: A unique alpha-numeric identifier established by  
24 ADMINISTRATOR for each Participant.

25 1.11 Child and Family Team (CFT): A group of committed individuals,  
26 including the Participant, that forms to address the needs of the Participant  
27 and ensures the family voice is heard, facilitates family ownership of the  
28 POC, and requires that every effort shall be made to ensure family members and

1 family representative(s) constitute a minimum of fifty percent (50%) of the  
2 Family Team:

3 1.11.1 The CFT may include:

4 1.11.1.1 Participant's parent(s);

5 1.11.1.2 Selected family members;

6 1.11.1.3 Family representative(s);

7 1.11.1.4 Resource parent(s);

8 1.11.1.5 Guardian(s);

9 1.11.1.6 Adoptive parents; and

10 1.11.1.7 Friends or other support persons who are  
11 important to the Participant.

12 1.11.2 The CFT shall include the primary jurisdictional agency  
13 representative, including:

14 1.11.2.1 Senior Social Worker (SSW);

15 1.11.2.2 Deputy Probation Officer (DPO);

16 1.11.2.3 Mental Health (MH) Therapist and/or Case  
17 Manager;

18 1.11.2.4 Relevant counseling or mental health  
19 representatives; and

20 1.11.2.5 Any other person(s) influential in the  
21 Participant's and/or Participant's family's lives who may be instrumental in  
22 supporting the Participant and/or the Participant's family.

23 1.12 CFT Member: Individuals designated by the Participant and/or  
24 Participant's family, who maintain ongoing, regular contact with the  
25 Participant and Participant's family, and exhibit the ability to access needed  
26 resources. CFT Members are the critical decision-makers and attend CFT  
27 meetings. Members may include:

28 ///

- 1.12.1 Care Coordinator;
- 1.12.2 Parent Partner;
- 1.12.3 Youth Partner;
- 1.12.4 Wraparound Supervisor, as needed or invited;
- 1.12.5 Any traditional or non-traditional support system(s);
- 1.12.6 Significant other(s);
- 1.12.7 Professional supports; and
- 1.12.8 Natural supports.

1.13 Child Out-of-Home Report (COR): Information reported to the Wrap OC liaisons when Participants are out-of-home overnight or more than twenty-four (24) hours for reasons such as: absent-without-leave (AWOL), hospitalization, placement in a residential facility (including placement in a residential facility for educational needs), protective custody for dependents, or custody violations for wards.

1.14 Child Welfare Services Redesign Supportive Services (CWSRSS): See Provider Network Program.

1.15 Children and Family Services (CFS): One (1) of four (4) divisions of SSA. CFS provides services to children and families who are involved with, or at risk of involvement with, the child welfare system. The Participants' assigned SSWs are CFS employees.

1.16 Children with Sexual Behavior Problems: Children ages twelve (12) years and younger who demonstrate developmentally inappropriate or aggressive sexual behavior.

1.17 Community-Based Services: Formal and informal services available to children/youth and families in the communities where they live, provided primarily by staff from non-governmental, community-based agencies.

1.18 Concluded: The term used to signify the closure of a Wrap OC case and/or that the Participant's participation in Wrap OC has concluded.

1           1.19 Congregate Care: A placement for children/youth that includes  
2 twenty-four (24)-hour supervision in a highly-structured setting or  
3 institution.

4           1.20 Contiguous County: A California county that shares a border with  
5 Orange County (i.e., Los Angeles, Riverside, San Bernardino and San Diego  
6 Counties).

7           1.21 Cost of Doing Business (CODB): Expenses incurred as a routine  
8 part of conducting business and common to all providers engaged in providing  
9 similar services.

10           1.22 Crisis: A period of time when a Participant's emotional and/or  
11 functioning stability and/or current living situation is in jeopardy, possibly  
12 because of a breakdown in the Participant or Participant's family's ability to  
13 effectively and appropriately cope with a situation. A crisis might also  
14 include situations when Wrap OC Provider Agency staff determine that the  
15 Participant and/or the Participant's family requires immediate assistance,  
16 even though protective, physical control, and/or evaluation or safety-  
17 assessment measures do not appear to be necessary. Crisis services shall not  
18 be designed to provide a response to emergency situations. Examples of a  
19 crisis might include:

20           1.22.1 A Participant who refuses to take his/her prescribed  
21 medication; refuses to attend or remain in school; or is agitated and/or  
22 threatening, and/or may be at risk of losing his/her placement; or

23           1.22.2 A Participant's parent(s)/caregiver(s) who might have  
24 just finished managing one of the aforementioned crises and who might be in  
25 need of assistance with addressing their own emotional stability.

26           1.23 Crisis Assessment Team (CAT): A team that provides twenty-four  
27 (24)-hour mobile response services to any adult or youth experiencing a  
28 behavioral health crisis. Calls to provide crisis intervention to individuals

1 living with mental health issues may come from law enforcement officers in the  
2 field, ADMINISTRATOR staff, and concerned family members. CAT conducts risk  
3 assessments, initiates involuntary hospitalizations when necessary, provides  
4 resources and linkage, and conducts follow-up contacts for individuals  
5 assessed.

6 1.24 Crisis Plan: A written plan developed by a Provider Network  
7 Program Agency with the Participant, whenever possible, and the Participant's  
8 family to identify steps designed to prevent and/or deescalate a crisis; or,  
9 in the event additional interventions are necessary, to provide information to  
10 the Participant and/or the Participant's family to enable them to obtain  
11 appropriate supportive services in the community.

12 1.25 Cultural Competency: A responsive awareness and acceptance of  
13 cultural differences, an awareness of one's own cultural values; an  
14 understanding of the "dynamics of difference" in the helping process; a basic  
15 knowledge about each Participant and Participant's family's culture and the  
16 ability to adapt practice skills to fit the cultural needs of the children,  
17 youth and families.

18 1.26 Culturally Responsive: To display a general knowledge of cultural  
19 values and mores of individuals from diverse ethnic groups and the ability to  
20 adapt practice accordingly. A willingness and ability to recognize and  
21 interact responsively, respectfully, and effectively with people from diverse  
22 cultures, classes, races, ethnic groups, and religious backgrounds in a manner  
23 that recognizes, respects, affirms, and values the worth of individuals,  
24 families, and communities as well as protects the dignity of each person.

25 1.27 Dependent: A child/youth who is under the jurisdiction of the  
26 Orange County Juvenile Court as a result of abuse and/or neglect, and who is  
27 under the supervision of SSA.

28 1.28 Diagnosis: The nature of the Participant's medical disorder

1 and/or, as it more generally applies to Wrap OC, the Participant's mental  
2 health disorder, per the most current edition of the Diagnostic and  
3 Statistical Manual of Mental Disorders (DSM) published by the American  
4 Psychiatric Association.

5 1.29 Early and Periodic Screening, Diagnosis, and Treatment Program  
6 (EPSDT): Federal Medicaid (known in the State of California as Medi-Cal) law  
7 that permits a state to cover specific services necessary to address, correct  
8 and/or ameliorate a mental illness, even if the service is not otherwise  
9 included in the state's Medi-Cal Plan. EPSDT covers eligible persons age  
10 twenty-one (21) years and younger.

11 1.30 Educationally-Related Mental Health Services: Formerly known as  
12 AB 3632; also known as Chapter 26.5; currently known as AB 114. Also referred  
13 to as Educationally-Required Mental Health Services or Educationally-Related  
14 Behavioral Services. The Individuals with Disabilities Education Act (IDEA)  
15 requires that schools provide the services necessary for a child/youth to  
16 benefit from/access his/her education. It also establishes procedures  
17 governing referrals of pupils to community mental health services and the  
18 responsibilities of those entities. Services might include, but not be  
19 limited to, the following:

20 1.30.1 Assessment and interpretation of mental health needs with  
21 integration of information in service planning;

22 1.30.2 Consultation with the student, family and staff to  
23 develop an appropriate program;

24 1.30.3 Individual, group, family and/or parent counseling  
25 provided by qualified social workers, psychologists, guidance counselors or  
26 other qualified personnel, including therapeutic counseling when required;

27 1.30.4 Teaching education rights' holders the skills to enable  
28 them to support implementation of a youth's Individualized Education Plan

1 (IEP):

2 1.30.5 Positive behavior intervention, including 1:1 behavioral  
3 aides;

4 1.30.6 Assessment for and administration and management of  
5 medications; and

6 1.30.7 Residential placement.

7 1.31 Eligible Child/Youth/NMD: Child/youth/Non-Minor Dependents (NMD)  
8 who meet the following criteria:

9 1.31.1 Ages birth to eighteen (0-18) years;

10 1.31.2 Adjudicated as either a dependent or ward of the juvenile  
11 court pursuant to WIC Sections 300 or 602;

12 1.31.3 NMD pursuant to WIC Section 11400(v), which is a foster  
13 child who has attained the age of eighteen (18) years while in foster care and  
14 is younger than twenty-one (21) years;

15 1.31.4 Have an approved or potential place to reside in the  
16 community with a parent/guardian, relative caregiver, non-related extended  
17 family member (NREFM) or Resource parent (formerly known as foster parent) who  
18 has agreed to participate in Wrap OC; or

19 1.31.5 At risk of or placed in congregate care that is licensed  
20 by California Department of Social Services (CDSS), formerly at a Rate  
21 Classification Level (RCL) of ten to sixteen (10-16) or higher, and that  
22 focuses on care for children/youth/NMD who:

23 1.31.5.1 Exhibit significant emotional and/or  
24 behavioral disturbance;

25 1.31.5.2 Require highly structured environments;

26 1.31.5.3 Require specialized treatment;

27 1.31.5.4 Exhibit behavior including, but not limited  
28 to, one or more of the following behaviors: frequent running away/AWOL, gang



1 involvement, tagging, property destruction, self-harming, possession of deadly  
2 weapons, adjudicated sex offenders, possession of alcohol and drugs for use or  
3 sales, juvenile perpetrator, substance abuse disorder, fire starter,  
4 sexualized behavior, sexual exploitation, multiple placements, minor criminal  
5 behavior, oppositional defiant behavior, aggression, assaultive toward others,  
6 educational deficiencies, habitual school truancy and/or other school-related  
7 behavior problems, post-traumatic stress, behaviors beyond the control of  
8 parent(s) and/or primary caregiver(s), recognized mild developmental disorder,  
9 significant mental health disorders, one (1) or more hospitalizations in a  
10 mental health facility, or child/youth/NMD has previously received other  
11 intensified services. In addition, child/youth/NMD may have been raised in  
12 families with multi-generational criminal justice involvement, social services  
13 involvement, and/or mental health disorders.

14 1.32 Emergency: A period of time when a Participant's immediate  
15 situation is physically threatening and medical, protective (Child Abuse  
16 Registry), law enforcement (police), and/or psychiatric evaluation measures  
17 are required. Such emergencies would include situations in which the  
18 Participant or the Participant's family member(s) become physically  
19 aggressive, suicidal, and/or report aggressive command hallucinations, etc.

20 1.33 Emergency CFT Meeting: May be held to address Participant's  
21 safety issues and placement concerns but must occur within twenty-four (24)  
22 hours of the incident that triggers the need for the meeting and/or change of  
23 circumstances.

24 1.34 Emergency Fund: Funds reserved to deal with any unanticipated  
25 emergencies experienced by individual Participants and/or Participants'  
26 families.

27 1.35 Emergency Response (ER): A program in CFS in which social workers  
28 respond to Child Abuse Registry (CAR) referrals that are determined to meet

1 the legal definition for suspected child abuse and/or neglect. ER social  
2 workers investigate allegations of child maltreatment, assess risk and child  
3 safety, and determine whether preventative services or protective custody  
4 interventions are required.

5 1.36 Enrollment Date: The date a child/youth/NMD is enrolled in a Wrap  
6 OC referral SB 163 slot.

7 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12,  
8 this program allows foster youth to remain in foster care and continue to  
9 receive foster care payment benefits (AFDC-FC payments) and services beyond  
10 age eighteen (18), as long as the foster youth meets all of the following  
11 requirements:

12 1.37.1 Meeting one (1) of five (5) participation requirements;

13 1.37.2 Living in an approved or licensed home or facility; and

14 1.37.3 Meeting other eligibility requirements.

15 1.38 Family(ies): Participant's parent(s), siblings and other  
16 relatives related to the Participant by blood, marriage, or non-relative  
17 extended family connection. Families include the adult(s) committed to a  
18 Participant and/or able to meet the Participant's needs. In most cases, the  
19 family will be the Participant's birth family or kin. In some cases, it might  
20 include a step-parent or blended family that has a significant healthy  
21 attachment. In other cases, it will be an adoptive family or a Resource  
22 (formerly known as foster) family with the potential to become a permanent  
23 family for the Participant. In rare circumstances, a family must be  
24 developed. In most cases, the Participant will be able to identify the family  
25 that has a commitment to the Participant or that has the potential to develop  
26 a commitment. This may include extended family or others who are seen by the  
27 Participant as significant and supportive.

28 1.39 Family-Centered: The needs of children addressed in the context

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

5 1.40 Family Maintenance Collaborative Services (FMCS): A voluntary CFS  
6 program for time-limited preventative services designed to: stabilize and  
7 maintain non-dependent children, who have been determined to be at high-risk  
8 of child abuse or neglect, in their homes/families; promote child safety; link  
9 families to community-based resources; and reduce the need for protective  
10 custody.

11 1.41 Family Representative: Anyone who has a meaningful connection  
12 with the Participant and is seen by the Participant as significant and  
13 supportive. A family representative may include family member(s),  
14 relative(s), neighbor(s), or others who are involved with and important to the  
15 Participant, such as a football coach or school teacher.

16 1.42 Family Review Process: The method of ensuring a system of care  
17 support, quality assurance, and continuous system improvement that provides  
18 family collaboration, facilitates quality assurance and continuous system  
19 improvement, involves periodic reviews and monitoring of individual POCs and  
20 outcomes, provides systemic support at both the Participant and Participant's  
21 family's level and the system-practice level. This includes consultation  
22 between the Wrap OC Provider Agency and WRIT or its designee.

23 1.43 Family Setting: A living arrangement, which includes or will  
24 include the Participant and one or more relatives or caregivers, who are  
25 willing to participate in a strength-based process and willing to work toward  
26 permanency. This might include parents, relative placements, NREFM  
27 placements, guardianships, Resource families, or adoptive parents.

28 1.44 Flex Funds: Term used to identify the flexible use of State and

1 County foster care funds and AAP funds needed to:

2 1.44.1 Facilitate family self-sufficiency;

3 1.44.2 Assist the family in meeting their basic needs to enable  
4 the Participant to remain with or be transitioned to their respective families  
5 or family-like settings;

6 1.44.3 Aid the Participant and/or Participant's family members  
7 in developing and implementing more appropriate coping skills and behavior;  
8 and

9 1.44.4 Enable funding to be used for individualized, intensive  
10 Wrap OC interventions and services, which include the creative use of funding  
11 to enable Participants to remain safely in the least-restrictive setting,  
12 ideally with their respective families or in family-like settings.

13 1.45 Formal Supports: System-based services and supports provided by  
14 professionals (or other individuals who are paid to care) that include a  
15 structure of requirements for which there is oversight by state or federal  
16 agencies, national professional associations, and/or the general public.

17 1.46 Health Care Agency (HCA): County of Orange Agency authorized by  
18 the State of California Medi-Cal Program to provide services, submit claims,  
19 and receive payments for Medi-Cal reimbursable activities.

20 1.47 Individual Service Report (ISR): A flex fund expenditure report,  
21 generated monthly by each Wrap OC Provider Agency, that identifies Youth  
22 Partner, Parent Partner, Care Coordinator, and all other case-specific Wrap OC  
23 costs incurred each month.

24 1.48 Individualized Services: Services tailored to the specific,  
25 unique needs of the Participant and/or Participant's family; incorporating a  
26 flexible, creative approach to treatment planning based on an assessment of  
27 needs, resources, and family strengths; and including the use of formal and  
28 informal supports and services.

1           1.49 Informal Supports: Community-based services and supports provided  
2 by individuals and/or organizations that exist or can be developed in the  
3 Participant/Participant's family's community, kinship, social and/or spiritual  
4 networks. Interventions and/or activities that utilize friends, extended  
5 family members, clergy and/or other faith-based mentors, neighbors, educators,  
6 coaches, local business persons, other persons who are not paid to care, and  
7 so forth.

8           1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency  
9 paraprofessional staff who provides direct behaviorally-based, in-home  
10 parental aid, and in-home monitoring services to Participants and  
11 Participants' parent/caregiver(s).

12           1.51 Intake Referral: A completed referral form, with all supporting  
13 documentation, initialed by a SSW, DPO, or MH Therapist/Case Manager to enroll  
14 a child/youth/NMD in Wrap OC.

15           1.52 Licensed Therapist: A mental health care professional who is  
16 licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family  
17 Therapist (MFT), or Psychologist Ph.D.

18           1.53 Life Area: Areas of basic human needs including: Family  
19 Relationships; Living Environment; Educational; Vocational/Work;  
20 Social/Recreational; Financial; Cultural; Emotional/Psychological;  
21 Medical/Health; Spiritual; Safety; and Legal. At its sole discretion,  
22 ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or  
23 modify the identified life areas.

24           1.54 Linkages: Relationships between CONTRACTOR and services in the  
25 community to the benefit of Participants and Participants' families.

26           1.55 Medical Home: A team-based health care delivery model of primary  
27 care to patients with a goal to obtain maximal health outcomes. Also known as  
28 the Patient-Centered Medical Home (PCMH) and typically is a Primary Care

1 Physician, Pediatrician, or Group.

2 1.56 Multi-Disciplinary Consultation Team (MDCT): A team collaboration  
3 including representatives from SSA and HCA, and may include representatives  
4 from Probation and/or Orange County Department of Education. MDCT serves as a  
5 resource to assist families with non-dependent children/youth who are at-risk  
6 for maltreatment. It is designed to reduce the need for protective custody  
7 and out-of-home placement, and to stabilize and strengthen the family through  
8 coordination of available community-based resources and services.

9 1.57 Non-Minor Dependent (NMD): A foster child who has attained the age  
10 of eighteen (18) years while in foster care and is younger than twenty-one  
11 (21) years, pursuant to WIC Section 11400(v). The NMD must meet at least one  
12 (1) of the AB 12 participation requirements and must participate in a  
13 Transitional Independent Living Plan (TILP) under the support of SSA.

14 1.58 Out-of-County: Any California county other than Orange County.  
15 May also be extended to include out-of-state as deemed necessary.

16 1.59 Parent Partner: Wrap OC Provider Agency staff who provides  
17 support to the Family Team, and the Participant's parent(s)/caregiver(s) in  
18 particular. The Parent Partner shall have personal experience (ideally as a  
19 parent) with services provided through the COUNTY's Child Welfare Services,  
20 Probation, or Mental Health System for a minor child(ren) or person(s) who may  
21 be emotionally/behaviorally disturbed.

22 1.60 Participant: A child/youth/NMD who meets the criteria for an  
23 Eligible Child as defined in this Exhibit B and has been accepted into a Pre-  
24 Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.

25 1.61 Plan Of Care (POC): A written plan, which might also include  
26 items to help the Participant and/or the Participant's family comply with any  
27 orders of the Juvenile Court (dependency and/or Probation), and developed and  
28 signed by the Family Team. POC shall include the following elements:

1 1.61.1 Participant and Participant's family's statement of  
2 overall goal(s) or vision;

3 1.61.2 Strengths of the Participant and Participant's family  
4 member(s);

5 1.61.3 Needs, as defined by specific life areas that must be met  
6 to achieve the goal(s) of the Participant and Participant's family;

7 1.61.4 Proactive and reactive Safety Plans;

8 1.61.5 Type, frequency, and duration of intervention strategies  
9 and activities;

10 1.61.6 Identification of financial responsibility for all POC  
11 components; and

12 1.61.7 Desired outcomes of Wrap OC.

13 1.62 Pre-Enrollment Date: The date the Participant is assigned to a  
14 Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment  
15 date.

16 1.63 Provider Network Program (PNP): A network of agencies contracted  
17 to provide diverse and tailored services through a fee-for-service and  
18 outcome-based approach, for children and families served in Wrap OC by SSA in  
19 partnership with HCA and Probation. This program is also known as Child  
20 Welfare Services Redesign Supportive Services (CWSRSS).

21 1.64 Post-Enrollment Date: The date the Participant is removed from an  
22 Enrolled Wrap OC referral slot. Participant and Participant's family may  
23 continue to be involved in Wrap OC with the Wrap OC Provider Agency for the  
24 duration of the POC in effect, up to three (3) months, after which the  
25 Participant will conclude from Wrap OC. The length of the post-enrollment  
26 period is set in the Participant's POC and must be approved by a Wrap OC  
27 liaison (or designee).

28 1.65 Quality Assurance (QA): The methods, including the use of

1 interdisciplinary teams, established by ADMINISTRATOR to review processes,  
2 performance, and outcome measures, and identify opportunities for improvement.

3 1.66 Rate Classification Level (RCL): Formerly the level established  
4 by CDSS for a residential treatment or group home using a point system to  
5 measure the level or intensity of care and supervision required and provided.  
6 Points were based on the number of hours per child, per month, of services  
7 provided in Child Care and Supervision, Social Work Activities, and Mental  
8 Health Treatment Services.

9 1.67 Referral Slot: An allotted place in Wrap OC Program that includes  
10 an alpha-numeric identifier, which identifies the referring Agency and funding  
11 status of a case, and is assigned to each Participant.

12 1.68 Safety Plan: A plan developed by the Wrap CFT, which includes the  
13 Participant and the Participant's family and/or caregiver(s), in conjunction  
14 with the POC. The Safety Plan provides the Participant and Participant's  
15 family with actions, contacts, responses, and responsibilities to respond to  
16 crises, which a child/youth/NMD or family can reasonably predict, while in  
17 Wrap OC. It also plans for Participants with histories of violence, sexual  
18 acting out, delinquency, and family members with histories of substance abuse  
19 and/or other problems. The Safety Plan shall address specific, identified  
20 behavioral issues and triggers to ensure these behaviors/triggers are  
21 mitigated and/or controlled. It also shall inform the Participant's family,  
22 all Wrap CFT members and all Wrap OC service providers, as appropriate, of  
23 these plans to ensure they are aware of and knowledgeable about how to  
24 implement the crisis management strategy and how to contact the Wrap OC  
25 Provider Agency.

26 1.69 Satisfaction Surveys: Surveys that measure Participant's,  
27 Participant's families, and the referring Wrap OC Provider Agency's overall  
28 satisfaction with Wrap OC and its specific aspects in order to recognize



1 strengths, and identify problems and opportunities for improvement.

2 1.70 Self-Sufficiency: The ability to secure the services and supports  
3 each Participant and Participant's family needs to meet the needs of the  
4 family and its individual members, without continued assistance of Wrap OC.

5 1.71 Senate Bill (SB) 163: A bill that allows counties the flexible  
6 use of State foster care dollars designed to provide eligible children with  
7 family-based service alternatives to congregate care and also known as  
8 Wraparound Services project; uses Wraparound as the process for creating  
9 individualized services and supports for Participants and their respective  
10 families; and serves children/youth/NMDs who are currently residing in, or at  
11 risk of being placed in, congregate care or an STRTP which was formerly  
12 licensed at an RCL of ten to sixteen (10-16).

13 1.72 Short-Term Residential Therapeutic Program (STRTP): A residential  
14 facility operated by a public agency or private organization and licensed by  
15 CDSS pursuant to Section 1562.01 that provides an integrated program of  
16 specialized and intensive care and supervision, services and supports,  
17 treatment, and short-term 24-hour care and supervision to children with the  
18 aim of moving the youth to a less restrictive environment within six months.  
19 The care and supervision provided by a short-term residential therapeutic  
20 program shall be nonmedical, except as otherwise permitted by law. Private  
21 short-term residential therapeutic programs shall be organized and operated on  
22 a nonprofit basis.

23 1.73 Special Incident: A significant event in Participant's life.  
24 Events may include, but are not limited to: Participant or Participant's  
25 family member's serious injury or death, occurrence of child/youth/NMD or  
26 dependent adult or elder maltreatment, hospitalization, delinquent acts,  
27 violence, property damage, Absent Without Leave (AWOL)/runaway episodes,  
28 illegal activity, and involvement with law enforcement.

1           1.74 Success: The measures that determine the overall impact of Wrap  
2 OC involvement with the Participant and the Participant's family at the time  
3 of closure. Measures may include, but are not limited to: Participant's  
4 increased school attendance, Participant's improved academics, Participant  
5 residing in a family setting, decreased problematic behaviors, increased use  
6 of appropriate coping skills by the Participant and/or the Participant's  
7 family, and increased perception of met needs by the Participant and/or the  
8 Participant's family.

9           1.75 Supervised Independent Living Placement (SILP): The type of foster  
10 care placement for young adults who are developmentally ready to live in a  
11 less-restrictive environment that is intended to provide an opportunity for  
12 independent living experiences while receiving a safety net of support and  
13 services.

14           1.76 Technical Assistance Meeting: A structured meeting with WRIT, the  
15 referring party, and the Wrap OC Provider Agency that is requested when a Wrap  
16 OC Team has reached a challenge in the Wrap OC process with a particular  
17 family. The meeting is facilitated by WRIT and is designed to provide support  
18 and assistance in moving the Wrap OC team, including the Participant and the  
19 Participant's family, forward. It shall be attended by the referring party  
20 and his or her supervisor, the Wrap OC Team's Care Coordinator, Parent  
21 Partner, Youth Partner, Supervisor, and members of WRIT.

22           1.77 Trauma-Informed Practice: A strengths-based framework grounded in  
23 an understanding of and responsiveness to the impact of trauma, that  
24 emphasizes physical, psychological, and emotional safety for both survivors  
25 (Participants and Participants' families) and providers, and that creates  
26 opportunities for survivors/Participants and Participants' families to rebuild  
27 a sense of control and empowerment. Professionals who provide trauma-informed  
28 care and practice to children/youth and families involved with the child

1 welfare system and/or the probation system, must understand the impact of  
2 trauma on child development and learn how to effectively minimize its effects  
3 without causing additional trauma.

4 1.78 Treatment Foster Care Oregon - Orange County (TFCO-OC): An  
5 evidence-based treatment model used to serve youth who exhibit high needs by  
6 providing an alternative to congregate care for youth who meet the following  
7 requirements: eligible for Wrap OC, have an identified family with whom to  
8 live following the Participant's involvement in TFCO-OC. TFCO-OC includes the  
9 use of treatment foster homes, which are located in the community, and a  
10 clinical team to help stabilize the TFCO-OC Participant's behavior. It also  
11 prepares the Participant's after-care family to receive the Participant into  
12 their home, typically within six to twelve (6-12) months.

13 1.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who provide  
14 consistent, reinforcing support to Participants in TFCO-OC by helping  
15 Participants learn, practice, and demonstrate pro-social behavior, problem-  
16 solving, and appropriate coping skills.

17 1.80 Tutor: PNP Agency staff with demonstrated proficiency in the  
18 subject matter assigned, who assists students with queries and difficulties  
19 relating to the subject matter, and who has received additional training in  
20 tutoring children with emotional and behavioral problems.

21 1.81 Tutoring: One-to-one instruction and academic coaching in one (1)  
22 or more academic subject(s).

23 1.82 Ward(s): A person who is under the age of eighteen (18) years,  
24 when he or she violates any law which is defined as a crime of the State of  
25 California and is within the jurisdiction of the Juvenile Court, which may  
26 adjudge such person to be a ward of the court and may place the person under  
27 supervision by the Probation Department, pursuant to WIC Section 602.

28 1.83 Wraparound Fidelity Index (WFI): The survey process that measures

1 eleven (11) elements of the Wrap OC process for Wrap OC Participant(s),  
2 Participant's primary caregiver, Parent Partner, Youth Partner and Care  
3 Coordinator. The process is completed through brief, confidential telephone  
4 interviews with families who agree to participate, and it is administered by a  
5 neutral third party.

6 1.84 Wraparound Orange County (Wrap OC): A program authorized by SB  
7 163 that allows the flexible use of State foster care dollars to provide  
8 eligible children/youth with family-based service alternatives to congregate  
9 care. It is administered by SSA in partnership with HCA and Probation, and it  
10 provides a collaborative, highly-individualized process for creating specific,  
11 unique resources and services to engage Participants and their families. It  
12 is designed to maximize the capacity of each family to meet the child/youth's  
13 needs and to prevent or reduce the need for residential placement.

14 1.85 Wrap OC Child and Family Team (Wrap CFT): Group that forms to  
15 meet the needs of an eligible child/youth/NMD through whatever means possible.  
16 In order to ensure family voice and ownership in the POC, every effort shall  
17 be made to ensure family members and family representative(s) constitute a  
18 minimum of fifty percent (50%) of the Wrap CFT. This team includes the  
19 Participant and:

20 1.85.1 Participant's parent(s) and/or selected family members,  
21 family representative, Resource parent or guardian;

22 1.85.2 The appropriate representative of the primary  
23 jurisdictional agency (SSW, DPO, MH Clinician, etc.);

24 1.85.3 Relevant counseling or mental health representatives; and

25 1.85.4 Any other person(s) influential in the Participant's  
26 and/or Participant's family's lives who may be instrumental in developing  
27 effective services and/or whomever the Participant's family wants to  
28 participate.

1           1.86 Wrap CFT Member: Participant, Participant's Family, Care  
2 Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional  
3 or non-traditional support system, significant other, professional, or natural  
4 support designated by the Participant and/or Participant's Family. Wrap CFT  
5 members are the critical decision-makers, attend Wrap CFT meetings, have  
6 regular contact with the Participant and Participant's Family, and are able to  
7 access needed resources.

8           1.87 Wrap OC Model: The Wrap OC model, which was approved by the  
9 County of Orange Board of Supervisors and the CDSS, details the COUNTY's plan  
10 to use Wraparound funding to provide eligible children/youth with family-based  
11 service alternatives to congregate care. The Wrap OC model utilizes a  
12 combination of funding from both child welfare services and Medi-Cal funds  
13 approved by HCA, as the County's Mental Health provider. Child welfare  
14 services funding enables Wrap OC to provide more strength-based, flexible  
15 services and supports to Participants and their families; whereas Medi-Cal  
16 funding, by definition, is more deficit-based and requires extensive  
17 documentation to ensure services meet medical necessity, all Medi-Cal  
18 guidelines, and claiming requirements.

19           1.88 Wrap OC Provider Agency: A community-based organization under  
20 contract with COUNTY to implement Wrap OC to a specific number of Participants  
21 and their respective families, including siblings and parent(s)/caregiver(s).

22           1.89 Wraparound Oversight Group (WOG): A group that includes the  
23 Executive Director or Deputy Director-level representatives from SSA/CFS,  
24 HCA/Behavioral Health Services, and Probation. WOG receives reports from  
25 ADMINISTRATOR regarding program, fiscal, contract, evaluation, and training;  
26 ensures collaboration between agencies; and develops policy recommendations in  
27 keeping with Wraparound OC Plan, as approved by the County of Orange Board of  
28 Supervisors. WOG directs the reinvestment of any cost savings that may accrue

1 as a result of Wrap OC.

2 1.90 Wraparound Review and Intake Team (WRIT): A group that includes a  
3 parent representative and representatives from SSA/CFS, HCA/Behavioral Health  
4 Services, Probation, CONTRACTOR, and Orange County Department of Education.  
5 WRIT reviews eligibility for Wrap OC, establishes the Wraparound rate per CDSS  
6 directives, and provides consultation to Wrap OC Provider Agencies in the  
7 Family Review Process.

8 1.91 Youth Partner: Wrap OC Provider Agency staff that provides  
9 consistent, reinforcing support to Participant. Youth Partner shall assist  
10 Participant(s) in learning, practicing, and exhibiting pro-social behaviors,  
11 problem solving, and appropriate coping skills; mentor youth by modeling pro-  
12 social behavior, and encourage Participants to complete their Probation  
13 requirements, as may be applicable

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