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AGREEMENT

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COUNTY OF ORANGE

AND

SOUTH COAST CHILDREN'S SOCIETY, INC.

DBA SOUTH COAST COMMUNITY SERVICES

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 SOUTH COAST CHILDREN'S SOCIETY, INC. DBA SOUTH COAST COMMUNITY SERVICES, a California non-profit corporation, hereinafter referred to as "CONTRACTOR." This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Wraparound Orange County 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

Attachment H

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of Social Services was approved by COUNTY on November 19, 2002, for the
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            purpose of delivering Wraparound Services in Orange County.
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                  NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:
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draft 4-3-18

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1. **TERM**

The term of this Agreement shall commence on July 1, 2018, and terminate on June 30, 20192021, 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

- 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 No addition to, or alteration of, the terms of this this Agreement. 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.
- 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

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

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

4. DESCRIPTION OF SERVICES AND STAFFING

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

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it has all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate

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

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

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

6.1 <u>Delegation and Assignment</u>

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

be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

6.2 Subcontracts

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

6.2.1 Subcontracts of \$50,000 or less

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

6.2.2 <u>Subcontracts in excess of \$50,000</u>

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

CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

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

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

7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7.1 Form of Business Organization

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

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

7.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

7.2 <u>Change in Form of Business Organization</u>

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

8. NON-DISCRIMINATION

- 8.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.
- 8.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 8 et seq.

8.3 <u>Non-Discrimination in Employment</u>

- 8.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).
- 8.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.
- 8.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Social Services

Public Inquiry and Response Bureau

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

Sacramento, CA 95814

Telephone: (800) 952-5253

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

8.4 <u>Non-Discrimination in Service Delivery</u>

8.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections

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11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 8.4 et seq.

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

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

8.4.2.2 Discrimination Complaint Form

8.4.2.3 Civil Rights Contacts:

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

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

1		Santa Ana, CA 92702-2001
2		Telephone: (714) 438-8877
3		State Civil Rights Contact:
4		California Department of Social Services
5		Civil Rights Bureau
6		P.O. Box 944243, M.S. 15-70
7		Sacramento, CA 94244-2430
8		Federal Civil Rights Contact:
9		U.S. Department of Health and Human Services
10		Office of Civil Rights
11		50 U.N. Plaza, Room 322
12		San Francisco, CA 94102
13	9. <u>NOTICES</u>	
14	9.1 All notices,	requests, claims, correspondence, reports, statements
15	authorized or required by this Agreement, and/or other communications shall be	
16	addressed as follows:	
17	COUNTY:	County of Orange Social Services Agency
18		Contracts and Procurement Services
19		500 N. State College Blvd, Suite #100
20		Orange, CA 92868
21		
22	CONTRACTOR:	South Coast Children's Society, Inc.
23		dba South Coast Community Services
24		27261 Las Ramblas, Suite 220
25		Mission Viejo, CA 92691
26	9.2 All notices	s shall be deemed effective when in writing and
27	deposited in the Unit	ed States mail, first class, postage prepaid and
28	addressed as above. Any	y 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 aforesaid, any change in the address to which notices must be sent.

10. NOTICE OF DELAYS

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

11. INDEMNIFICATION

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

12. INSURANCE

12.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that

the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

- 12.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- 12.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:
- 12.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's or subcontractor's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with

counsel approved by Board of Supervisors against same; and

- 12.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 12.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR'S SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- 12.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

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:

Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7)	\$2,000,000 per occurrence

Coverage

Minimum Limits

passengers, not including the driver

Passenger Vehicles for eight (8) or more passengers, not including the driver

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

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 <u>Required Endorsements</u>

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 Insurance.

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

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

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

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

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

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

- 12.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- 12.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 9 of this Agreement.
- 12.16 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 12.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 12.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 12.19 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

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

13.1 Any accident or incident relating to services performed under this

Agreement that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 13.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.
- 13.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 13.4 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.

14. CONFLICT OF INTEREST

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

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

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

16. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY

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

17. EQUIPMENT

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

CONTRACTOR further agrees to the following:

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

- 17.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.
- 17.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

17.3 Personal Computer Equipment

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

18. BREACH SANCTIONS

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

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- 18.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or
- 18.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or
- 18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.
- 18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

19. PAYMENTS

19.1 Maximum Contractual Obligation

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

- 19.1.1 \$3,250,000 for July 1, 2018 through June 30, 2019;
- 19.1.2 \$3,250,000 for July 1, 2019 through June 30, 2020; and
- 19.1.3 \$3,250,000 for July 1, 2020 through June 30, 2021.

Allowable Costs

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

19.2 <u>Claims</u>

19.2.1 CONTRACTOR shall submit monthly claims to be received by

ADMINISTRATOR no later than the fifteenth (15th) calendar day of the month for expenses incurred in the preceding month. In the event the fifteenth (15th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

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

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

19.2.4 <u>Year End and Final Claims</u>

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

19.2.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

19.2.5 Seventy-Five Percent Authorization Notification

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

20. <u>OVERPAYMENTS</u>

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

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COUNTY necessary to enforce the provisions set forth in this Paragraph.

21. OUTSTANDING DEBT

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

22. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

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

23. FINAL REPORT

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

24. INDEPENDENT AUDIT

24.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Agreement in compliance with the 31 USC 7501 - 7507, as well as its implementing regulations under 2 CFR Part 200. Uniform Administrative Requirements, Principles and Audit Cost

Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Agreement, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

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

25. <u>RECORDS</u>, <u>INSPECTIONS</u>, <u>AND AUDITS</u>

25.1 Financial Records

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

ADMINISTRATOR.

25.2 Client Records

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

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

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

25.3 Public Records

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

25.4 <u>Inspections and Audits</u>

25.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit

Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

- 25.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.
- 25.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.
- 25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such liability is attributable to CONTRACTOR's failure to perform under this Agreement.

25.5 Evaluation Studies

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

26. <u>PERSONNEL DISCLOSURE</u>

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

application. The list shall include:

- 26.1.1 Names and dates of birth of all full or part-time personnel by title, including volunteer personnel, whose direct services are required to provide the programs described herein;
- 26.1.2 A brief description of the functions of each position and the hours each person works each week, or for part-time personnel, each day or month, as appropriate;
- 26.1.3 The professional degree, if applicable, and experience required for each position; and
 - 26.1.4 The language skill, if applicable, for all personnel.
- 26.2 CONTRACTOR shall conduct initial or pre-hire background checks on all Wraparound Orange County Direct Services staff. CONTRACTOR shall conduct all of the following:
- 26.2.1 Health, including tuberculosis, and drug screening for new hires.
 - 26.2.2 Department of Motor Vehicle (DMV) clearance.
- 26.2.3 Professional License and insurance status (as applicable) for new hires and at license renewal.
- 26.2.4 Sanction screenings, twice a year (Office of Inspector General exclusion list, System for Award Management [SAM] and Medi-Cal exclusions).
- 26.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective employees to provide detailed information regarding the conviction of a crime by any court for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective employee shall be cause for termination from the performance of services under this Agreement.

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

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

- 26.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's personnel providing services under this Agreement.
- 26.7 In the event a record is revealed through the processes described in Subparagraphs 26.2, 26.4, and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of personnel providing services through this Agreement.
- 26.8 CONTRACTOR warrants that all persons employed or otherwise assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by

CONTRACTOR for each employee and/or volunteer assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

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

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

- 26.11 COUNTY shall have the right to require CONTRACTOR to remove any employee from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said personnel.
- 26.12 CONTRACTOR shall notify COUNTY immediately when staff is terminated for cause from working on this Agreement.
- 26.13 Disqualification, if any, of CONTRACTOR staff, pursuant to Paragraph 26, shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens

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

28. <u>ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS</u>

- 28.1 CONTRACTOR certifies it is in full compliance with all applicable federal and State reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of the Agreement.
- 28.2 In the case of an individual contractor or contractor doing business in a form other than an individual, CONTRACTOR agrees to furnish ADMINISTRATOR within thirty (30) days of the award of this Agreement:
 - 28.2.1 His/her name, date of birth, Social Security Number, and

residence address; or

- 28.2.2 In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security Number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity.
- 28.3 It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

29. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

30. <u>NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW</u>

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

31. <u>CONFIDENTIALITY</u>

- 31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- 31.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this CONTRACTOR shall require all of its employees. subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.
- 31.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 31.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- 31.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.
- 31.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the

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Juvenile Court.

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

32. SECURITY

32.1 Security Requirements

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

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

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

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

32.1.1.4 Firewall protection.

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

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

32.2 Security Breach Notification

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

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

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

32.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or

disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

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

33. COPYRIGHT ACCESS

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

34. WAIVER

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

35. PETTY CASH

CONTRACTOR is authorized to establish a petty cash fund in an amount not

to exceed one thousand dollars (\$1,000).

36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- 36.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.
- 36.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:
- 36.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
- 36.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;
- 36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
 - 36.2.3.1 Any commercial product or service; and,
- 36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 36.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at

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http://www.ocgov.com/gov/ceo/cio/govpolicies.

37. REPORTS

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

38. ENERGY EFFICIENCY STANDARDS

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

39. ENVIRONMENTAL PROTECTION STANDARDS

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

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

40. <u>CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN</u> FEDERAL TRANSACTIONS

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

- 40.1.1 The definitions and prohibitions contained in the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph B of this certification.
- 40.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989, that
- 40.1.2.1 No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement;
- 40.1.2.2 If any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

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

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

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

41. POLITICAL ACTIVITY

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

42. TERMINATION PROVISIONS

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

regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

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

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ADMINISTRATOR's decision.

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

43. GOVERNING LAW AND VENUE

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

44. <u>SIGNATURE IN COUNTERPARTS</u>

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

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

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Attachment H

1	WHEREFORE, the parties hereto have e	executed	this Agreement in the County of
2	Orange, California.		
3			
4	By:SCOTT MCGUIRK	Ву:	CHAIRMAN
5	CHIFF FXFCUTIVE OFFICER		OF THE BOARD OF SUPERVISORS
5	SOUTH COAST CHILDREN'S SOCIETY, INC. DBA SOUTH COAST COMMUNITY SERVICES		COUNTY OF ORANGE, CALIFORNIA
7			
3	Dated:	Dated:	
9			
10	SIGNED AND CERTIFIED THAT A COPY OF THE CAME AGREEMENT HAS BEEN DELIVERED TO THE CAME OF T		
11	OF THE BOARD PER G.C. SEC. 25103, RES	0 79-153	5
12	ATTEST:		
13			
14	ROBIN STIELER		
15	Clerk of the Board Orange County, California		
16			
17			
18			
19			
20			
21			
22	APPROVED AS TO FORM		
23	COUNTY COUNSEL COUNTY OF ORANGE, CALIFORNIA		
24	COUNTY OF GRANGE, CALIFORNIA		
25	Bv:		
26	By: DEPUTY		
27			
28	Dated:		

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EXHIBIT A

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AGREEMENT

BFTWFFN

COUNTY OF ORANGE

AND

SOUTH COAST CHILDREN'S SOCIETY, INC.

DBA SOUTH COAST COMMUNITY SERVICES

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, a group homeShort-Term Residential Treatment Program (STRTP), or in a Group Home licensed by California Department of Social Services (CDSS) at a Rate Classification Level (RCL) of ten to sixteen (10-16);
- 1.1.2 NMD pursuant to WIC Section 11400(v), which is a foster youth who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years;
- 1.1.3 Have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or $\frac{\text{resource}}{\text{Resource}}$ parent (formerly foster parent) who WCB0418 Page 1 of 75 4-17-18

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has agreed to participate in Wrap OC; and/or

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

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

- 1.2 Services shall also be extended to the following:
- 1.2.1 Families of Participants as described in this Exhibit
 Subparagraph 1.1 of this Exhibit A, as directed by COUNTY;
- 1.2.2 Wraparound-eligible Participants residing with relatives

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or <u>caretakers</u> caregivers in a contiguous county outside of Orange County (i.e., Los Angeles, San Diego, Riverside and San Bernardino Counties). <u>CONTRACTOR</u> <u>may occasionally be required to serve families located outside of Orange</u> <u>County or its contiguous counties</u>. Approximately ten-to-fifteen percent (10-15%) of the referred population may reside outside of Orange County; and

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

2. SERVICE STANDARDS

- 2.1 CONTRACTOR shall adhere to Wrap OC Standards, which are incorporated herein by reference and as outlined in the Wrap OC Plan, as well as State laws and regulations pertaining to Wraparound as now exist or are amended, hereinafter hereafter.
- 2.2 CONTRACTOR shall provide services to transition and/or maintain Participants in their homes or home-like settings as an alternative to congregate care. Participants will be eligible for available referral slots. CONTRACTOR acknowledges ADMINISTRATOR will assign referral slots at its sole discretion to CONTRACTOR and does not guarantee any number of Participants will be assigned to CONTRACTOR.
- 2.3 CONTRACTOR shall provide intensive, strength- and needs-based services and supports, using a community-based and family-centered process. Services and supports must be individualized and comprehensive and provided in a manner that is culturally responsive and linguistically appropriate for the population served.
- 2.4 CONTRACTOR shall recruit, hire, and maintain staff that WCB0418 Page 3 of 75 4-17-18

canqualified to provide services to the diverse population served by Wrap OC. CONTRACTOR's staff shall have the language skills and cultural awareness necessary to communicate fully and effectively with Participants and Participants' families in settings that are community-based and/or accessible to diverse communities.

- 2.5 CONTRACTOR shall provide qualified bilingual staff as specified in Paragraph 4 of this Exhibit A. CONTRACTOR shall clearly identify bilingual staff positions in the budget and ensure the staff filling said positions are proficient in English and the specific language in which services will be provided.
- 2.6 CONTRACTOR staff shall be proficient in English and exhibit the ability to speak and write English and to prepare clear, complete, and concise case notes, reports, etc., in both English and the specified languages (i.e., Spanish or other threshold languages as determined by ADMINISTRATOR).
- 2.7 CONTRACTOR shall continue to develop and , implement, and document policies and procedures that are culturally responsive, as established and provided determined by COUNTY. Such efforts include, but are not limited to, the following:
- 2.7.1 Participation in COUNTY-sponsored and other applicable training;
- 2.7.2 Availability of Providing literature, brochures, and other paperwork Participants and Participants' families are required to sign,—and other literature in multiple COUNTY-recognized threshold languages and formats as appropriate; and
- 2.7.3 Identification of measures taken to enhance accessibility for and <u>sensitivity</u>responsiveness to individuals and communities who exhibit physical, mental, developmental, and/or other challenges.
- 2.8 CONTRACTOR shall ensure language translation needed for Wrap OC WCB0418 Page 4 of 75 4-17-18

shall be provided by qualified staff and <u>not</u> by the Participant and/or Participant's parent/caregiver/family members or any minor youth or children.

- 2.8.1 <u>CONTRACTOR shall utilize appropriate and qualified</u> language translation and interpretation staff as needed. In addition to language skills, a qualified interpreter need not be trained in mental health services, but must have the ability to accurately translate terms associated with mental illness, psychotropic medications, and cultural beliefs and practices.
- 2.9 CONTRACTOR shall establish, model, and maintain professional boundaries among staff and in all interactions with Participants—and, their respective families, and Wrap Child and Family Teams (Wrap CFTs).
- 2.10 CONTRACTOR shall assist NMD Participants develop skills needed to become self-sufficient, including skills to obtain and maintain employment, housing, and any other traditional independent living skills and needs for emancipating youth. CONTRACTOR shall also assist by providing linkages to help youth achieve their educational goals (e.g. tutoring services, career workshops, etc.). NMD may be assigned to and assisted by either a Parent Partner or Youth Partner, depending on the NMD's preference, skill levelslevel, and/or needs.
- 2.11 CONTRACTOR shall arrange for twenty-four (24)—hour, on-call, crisis/emergency availability for $\frac{1}{2}$ Participants and their families as stated in Paragraph 11 of this Exhibit A.
- 2.12 CONTRACTOR shall adhere to the Wrap OC model that recognizes phases of progression from dependence to self-sufficiency. Interventions, including the intensity of support provided by CONTRACTOR's Care Coordinator, Parent Partner, and TFCO-OC Youth Partner or Youth Partner, shall be adjusted to reflect the Participant and the Participant's family's progression through the these phases. Family involvement, family decision-making, reliance on Page 5 of 75

formal supports and development of informal supports, are other factors that are expected to change with successful movement through the different phases. The phases of Wrap OC—are, subject to change by ADMINISTRATOR based on research and best practices, but currently include the following four (4) phases:

2.12.1 Engagement

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

2.12.2 Planning

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

initial POC provides the framework for moving into the Implementation Phase.

2.12.3 Implementation

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

2.12.4 Transition

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

- 2.13 CONTRACTOR shall monitor each Participant's and Participant's family's progress, identify barriers to progress, and assist the Participant and Participant's family in developing effective methods to overcome barriers. CONTRACTOR or ADMINISTRATOR may request case consultation through Wraparound Review and Intake Team (WRIT) technical assistance Technical Assistance Process or the Family Review Process as needed.
- 2.14 CONTRACTOR shall use the POC as the structural tool and road map to ensure that all Wrap CFT members focus on a common goal; maximize the family strengths to $\frac{\text{reach}}{\text{achieve}}$ the goal; agree on the family $\frac{\text{'s}}{\text{s}}$ needs, as WCB0418 Page 7 of 75 4-17-18

Attachment H

1	prioritized by the	Wrap CFT; and respect the communi	ty's needs and the		
2	referring agency's r	needs, as reflected in any existing co	urt orders, laws and		
3	regulations of the community and/or referring agency. Family involvement in				
4	<u>accepting</u> ownership	of the POC is critical to success	and is expected to		
5	increase with progre	ession toward self-sufficiency. <u>The</u>	POC <u>elements</u> for each		
6	Participant shall in	nclude, but not be limited to, Partic	ipant's the following		
7	<u>elements</u> :				
8	2.14.1	Date the case is assigned, completed,	and approved;		
9	2.14.2	Wrap CFT Vision Statement;			
10	2.14.3	Specific needs <u>and in applicable life</u>	areas;		
11	2.14.4	Types of Involved parties and who	is responsible for		
12	specific actions or	<pre>specific actions or and interventions and responsible party;</pre>			
13	2.14.5	Service provider(s);			
14	2.14.6	Strengths of each Wrap CFT member;			
15	2.14.7	Funding source(s) for actions and/or	interventions;		
16	2.14.8	Estimated date(s) of completion	for actions and/or		
17	interventions;				
18	2.14.9	Progress and outcomes in prior month(s);		
19	2.14.10	Continuing service(s); and			
20	2.14.11	Discontinued service(s) and reason	for discontinuation		
21	including, but not limited to, the following:				
22		2.14.11.1 Effective <u>outcomes</u> , the	refore services no		
23	longer needed;				
24		2.14.11.2 Ineffective, therefore	services no longer		
25	needed;				
26		2.14.11.32.14.11.1 Other reason(s)	service(s) are no		
27	longer needed;				
28		2.14.11.2 Ineffective services	and, therefore,		
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- $\frac{2.14.11.5}{2.14.11.4}$ Service cost by unit and by total.
- 2.15 CONTRACTOR shall ensure that each POC and Safety Plan is developed and supported by the Wrap CFT, as evidenced by signatures of $\frac{\text{theall}}{\text{theall}}$ Wrap CFT members. The POC signature sheets shall identify each member $\frac{\text{by his or her}}{\text{status}}$ as a formal or informal $\frac{\text{supports}}{\text{support}}$.
- 2.16 CONTRACTOR shall complete an addendum to the active POC anytimewhen a substantial change in circumstance has occurred in the Participant and/or Participant's family's circumstances family that warrants a revision to the needs—and, interventions, and/or vision stated in the most current POC.
- 2.17 CONTRACTOR shall access and maximize the use of informal family and community resources to meet Participant and Participant's family needs.
- 2.18 CONTRACTOR shall utilize the COUNTY's Provider Network Program (PNP) to meet Participant's needs, when considered necessary, and as authorized in <u>advance and in writing</u> by ADMINISTRATOR.
- 2.19 CONTRACTOR's Wrap OC operational plan shall include a parent support program focusingto help parent(s)/caregiver(s) with a focus on, but not limited to, helping the parent(s)/caregiver(s):following:
 - 2.19.1 <u>UnderstandUnderstanding</u> the Participant's unique needs;
 - 2.19.2 <u>Become Becoming</u> informed advocates for the Participant;
- 2.19.3 <u>NegotiateNavigating</u> formal systems, such as Juvenile Court, schools, and other agencies;
- 2.19.4 <u>ParticipateParticipating</u> on <u>crossmulti</u>-disciplinary teams, such as the Wrap CFT or an Individualized Education Planning (IEP) Group;

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- 2.19.5 Assume leadership positions in Leading parent groups and related forums: and
 - 2.19.6 <u>StrengthenStrengthening</u> parenting skills.
- 2.20 CONTRACTOR shall provide Participants' families with training and information that will to support them in their roles as active, informed decision-makers for, and with, the Participant.
- 2.21 CONTRACTOR shall, at ADMINISTRATOR's direction, utilize Participants and Participants' families to design and deliverprovide education, training, and staff development that to enhance the effectiveness of parent/family-professional partnerships, family-centered services, cultural sensitivity responsiveness, and family advocacy and support efforts.
- 2.22 CONTRACTOR shall create opportunities for Participants, Participants' families, and Wrap CFT members to participate in crease multidisciplinary training.

3. MEDI-CAL CAPACITY

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

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

All payments Reimbursements to CONTRACTOR made by HCA shall be are interim

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payments only, and subject to Final Settlement final settlement in accordance with Cost Reportingcost reporting instructions to be provided by COUNTY. CONTRACTOR shallwill be reimbursed by HCA for the actual cost, up to the maximum obligation in the contract, of providing the Medi-Cal billable services hereunder; provided further that CONTRACTOR's costs are reimbursable pursuant to County, State, and federal regulations.

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

- 3.1 CONTRACTOR shall open a Medi-Cal case and complete a Psychosocial Assessment from the date the case is opened in Wrap OC for all Participants who are eligible for and/or should be eligible for Medi-Cal. The Psychosocial Assessment All Medi-Cal services shall be used billed to Medi-Cal from the date the case is opened in Wrap OC.
- 3.13.2 CONTRACTOR shall complete a Psychosocial Assessment to determine medical necessity and to identify Participants who meet Pathways to Well-Being subclass criteria but who may not have been identified previously.
- 3.2 CONTRACTOR shall open cases for all Medi-Cal eligible Participants and complete an assessment to determine medical necessity. All Medi-Cal services shall be billed to Medi-Cal from the date the case is opened in Wrap Θ C.
- 3.3 CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for all Medi-Cal eligible Participants for which CONTRACTOR will not bill Medi-Cal, in any given month.
- 3.4 CONTRACTOR shall input appropriate notify ADMINISTRATOR if referred Participant(s) is/are not eligible for Medi-Cal at the time of referral, or if eligibility status changes while Participant(s) is/are enrolled in Wrap OC.

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3.43.5 CONTRACTOR shall enter Medi-Cal data into the Integrated Record Information System (IRIS) formdatabase as directed by COUNTYHCA, shall comply with all Medi-Cal regulations, and shall retain all documentation required by HCA for Medi-Cal billing.

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

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

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

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

3.8.13.9.1 ACONTRACTOR's Medi-Cal-approved facility mustshall comply with the provisions of Section 504 of the Rehabilitation Act of 1973

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(29 U.S.C. 794 et seq., as implemented in 45 Code of Federal Regulations (CFR) 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

4. CASELOAD STANDARDS

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

- 4.1 CONTRACTOR shall ensure a caseload capacity of up to one hundred twenty (120) active referral slots. ADMINISTRATOR reserves the right to modify caseload capacity.
- 4.2 CONTRACTOR shall provide Wrap OC teams each composed of a Care Coordinator, a Parent Partner, and a Youth Partner. ADMINISTRATOR will determine if a family is assigned either a Youth Partner or a TFCO-OC Youth Partner. Unless otherwise specified, Youth Partner and TFCO-OC Youth Partner are used interchangeably herein. CONTRACTOR shall be required to obtain prior, written approval from ADMINISTRATOR before implementing any change(s) in Wrap OC team composition.
- 4.3 CONTRACTOR shall maintain up to twelve (12) teams composedcomprised of the following Full Time Equivalent (FTE) staff. ADMINISTRATOR reserves the right to modify the number of teams and the type of staff composing teams.
- 4.3.1 A minimum of four Four (4) Wraparound Supervisors, each supervising three (3) teams (see Subparagraph 4.9 through 4.11 below);
 - 4.3.2 Twelve (12) Care Coordinators, one (1) per team;
- 4.3.3 Twelve (12) Parent Partners, one (1) per team; and
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4.3.4 Twelve (12) Youth Partners, one (1) per team.

4.4 Bilingual Staff Ratios

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

- 4.4.1 CONTRACTOR shall be required to maintain the following minimum bilingual staff levels:
- 4.4.1.1 At minimum, two $\underline{\text{Two}}$ (2) of the four (4) Wraparound Supervisors shall be bilingual in Spanish;
- 4.4.1.2 At minimum, sixSix (6) of the twelve (12) Care Coordinators shall be bilingual, with at least four to five or more (4-5) specifically+) bilingual in Spanish;
- 4.4.1.3 At minimum, sixSix (6) of the twelve (12) Parent Partners shall be bilingual, with at least four to five or more (4-5) specifically+) bilingual in Spanish; and
- 4.4.1.4 At minimum, sixSix (6) of the twelve (12) Youth Partners shall be bilingual, with at least four to five or more (4-5)+ specifically bilingual in Spanish.
- 4.5 CONTRACTOR shall ensure that Care Coordinators, Parent Partners, and Youth Partners maintain an average of fifteen to sixteen (15-16) hours of services contacts per month, per Participant or Participant's Wrap CFT. The fifteen to sixteen (15-16)These hours includes include telephone contact, face-to-face contact with the Participant and/or Participant's family, consultation time, case management and documentation, and identified crisis time.

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- 4.6 <u>CONTRACTOR shall ensure that Care Coordinators</u>, Parent Partners, and Youth Partners—<u>shall</u> each maintain a caseload of up to twelve (12) referral slots. Face-to-face contact with Participant and Participant's family will vary depending on the Wrap OC phase, but shall be a minimum of two (2) hours per month during the Engagement phase and a minimum of one (1) hour per month during other Wrap OC phases.
- 4.7 <u>CONTRACTOR shall ensure that TFCO-OC Youth Partners—shall each</u> maintain a caseload of <u>up to twelve</u> (12) referral slots. Face-to-face contact will vary depending on the Wrap OC phase and the Participant's level within the TFCO-OC program, but shall be a minimum of one (1) hour weekly, or a minimum as determined by ADMINISTRATOR, during the Participant's placement within the TFCO-OC foster home, and as needed after the Participant's return to <a href="https://her-aftercare.needed-n
- 4.8 ToCONTRACTOR shall, to the extent allowable under the law, CONTRACTOR's ensure that staff ratio of Youth Partners shall reflect the gender ratio of the Participant population being Participants served, particularly with. Participants who are Probation Wards with the Probation Department, as these must shall be assigned a same-gender Youth Partner. ADMINISTRATOR, in its sole discretion, shall determine and approve staff ratio fluctuations.
- 4.9 <u>CONTRACTOR's</u> Wraparound Supervisors shall supervise a maximum of twelve (12) FTE Wrap OC staff. At ADMINISTRATOR's discretion, CONTRACTOR staff may increase FTE supervision capacity to account for vacancies and emergencies. Supervised staff shall consist of Care Coordinators, Parent Partners, and Youth Partners.
- 4.10 CONTRACTOR shall not allowensure that Wraparound Supervisor(s) toSupervisors do not carry or maintain a regular Participant caseload.

 CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours in the event that Wraparound Supervisor(s) is/are in the position of covering a WCB0418

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Participant caseload due to staffing issues. <u>CONTRACTOR shall adhere to ADMINISTRATOR-approved procedures for notification after standard business hours.</u>

4.11 CONTRACTOR shall not assign CONTRACTOR's Wraparound Director or Wraparound Supervisor(s) to shall not supervise other programs within CONTRACTOR's organization without $\frac{\text{prior}}{\text{advance}}$, written approval $\frac{\text{ofby}}{\text{ofby}}$ ADMINISTRATOR.

5. FAMILY TEAM AND PARTICIPANT SERVICES

- 5.1 CONTRACTOR shall assign a Care Coordinator, and/or a Parent Partner, and a Youth Partner to initiate contact with the Participant and his/herParticipant's parent(s)/caregiver(s) within two (2) business days of referral assignment by WRIT. Assignment of TFCO-OC Youth Partner shall be at the direction of COUNTY's TFCO-OC Clinical Team.
- 5.2 <u>CONTRACTOR's</u> Care Coordinator shall <u>initiate</u> contact <u>with</u> the referring party (SSW, DPO, and/or MH Clinician) within three (3) business days of assignment by CONTRACTOR, <u>to schedule</u> <u>and shall request</u> a <u>face-to-face</u> meeting to discuss the referral and initial safety planning. The <u>face-to-face</u> meeting with the referring party is to occur within seven (7) <u>calendar business</u> days of assignment by WRIT.
- 5.3 <u>CONTRACTOR's</u> Care Coordinator and/or Parent Partner shall contact Participant's family within one (1) business day from the face-to-face meeting with referring party. Care Coordinator and Parent Partner shall conduct an initial face-to-face meeting with the Participant's family within fourteen (14) calendar days of assignment by WRIT. <u>Areas of interestTopics</u> to be discussed during the initial meeting shall include, but are not limited to. the following:
 - 5.3.1 Wrap OC Goals;
 - 5.3.2 Wrap OC Process;

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- 5.3.3 Expectations/role of the Referring Party as outlined in the Wraparound Parties Agreement form;
 - 5.3.4 Expectations of parent(s) or caregiver(s);
 - 5.3.5 Expectation(s) of Participant;
 - 5.3.6 Development of the Wrap CFT;
- 5.3.7 Safety issues regarding the Participant and the Participant's parent(s)/caregiver(s); and
 - 5.3.8 Stability of housing, childcare, and respite needs.
- 5.4 <u>CONTRACTOR's</u> Youth Partner shall conduct an initial face-to-face meeting with the Participant within seven (7) calendar days of assignment by CONTRACTOR.
- 5.5 The CONTRACTOR'S Care Coordinator shall notify the referring party of the date, time, and place of the initial Wrap CFT meeting; as well as all subsequent Wrap CFTCFTs; and court-related and/or school-related meetings involving the Participant. Taking into consideration the family's obligations such as work and school, the Care Coordinator shall schedule Wrap CFT meetings to maximize opportunities for the SSW, DPO, and/or MH Clinician to attend regularly.
- 5.6 CONTRACTOR staff shall ensure the Participant's parent(s)/caregiver(s) or previously authorized adult designee, as determined by the Wrap CFT, is present in the home or at the predetermined meeting location whenever any other team member(s) and/or CONTRACTOR staff are present. CONTRACTOR staff shall not enter a home or commence meetings unless the Participant's parent(s)/caregiver(s) or adult designee is present.
- 5.7 The CONTRACTOR'S Care Coordinator shall notify the referring party as soon as possible, but no later than three (3) business days, of changes or cancellations in any meetings involving the Participant.
- 5.8 The CONTRACTOR's Care Coordinator shall facilitate the development

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of an initial POC by the Wrap CFT, and submit the POC to ADMINISTRATOR within one (1) month of assignment (e.g., if assignment date is May 15, POC shall be due on June 15). The CONTRACTOR's Care Coordinator shall be responsible for ensuring the POC, and all ensuing POCs, include promote the ultimate—goal of promoting the self-sufficiency of the family while concurrently addressing the family's unique challenges. The CONTRACTOR's Care Coordinator and Wrap CFT shall ensure the POC is:

- 5.8.1 Written and available in English and in the family's primary language, if other than English;
- 5.8.2 Reflective of the culture, values, and beliefs of the Participant—and, Participant's family, and the referring party's safety concerns;
 - 5.8.3 Signed by all applicable members of the Wrap CFT members;
- 5.8.4 Developed and completed in a timely manner as measuredreferenced in Subparagraph 5.8 of this Exhibit A;
- 5.8.5 Viable, with identified supports <u>that are</u> attainable and capable of providing the outlined services that will enable the Participant to remain in a family environment or home-like setting, and minimize the risk of the Participant being placed in group homecongregate care;
- 5.8.6 Accurate in <u>reflectingidentifying</u> the issues that resulted in the referral of the Participant and Participant's family to Wrap OC:
- 5.8.7 Re-evaluated by CONTRACTOR, at a minimum once—every three (3) months, or on each occasionwhen a change occurs in the Participant and/or Participant's support system, as identified in the POC; and
- 5.8.8 Updated to include the development of an addendum to an active POC anytimewhen a new and/or significant change in circumstances occurs, and/or a need or safety issue arises that was not anticipated or WCB0418 Page 18 of 75 4-17-18

included in the initial POC.

- 5.9 The CONTRACTOR's Care Coordinator shall update, modify, and/or extend each POC at three (3) month intervals, or as deemed necessary by the Wrap CFT and approved by ADMINISTRATOR. The Care Coordinator shall submit the updated, modified, and/or extended POC shall be submitted to ADMINISTRATOR within seven (7) calendar days of completion.
- 5.10 The CONTRACTOR's Care Coordinator shall indicate ensure that the POC signature sheet includes the full name and obtain the signature sheet of each Wrap CFT member present at each Wrap CFT meeting. The signatures Signatures shall signify indicate that each Wrap CFT member understands the POC, its goal(s), and its action plan(s). The signature sheet shall designate indicate the formal/informal status of each Wrap CFT member and the date of the Wrap CFT meeting.
- 5.11 The Wrap CFT shall develop a viable Safety Plan prior to the Participant's return home, if applicable, or within one (1) month of assignment if the Participant is already home when Wrap OC becomes involved. The Wrap CFT shall also develop an addendum to the current Safety Plan anytimewhen there is a new or significant change in safety issues that were not anticipated or included in the initial Safety Plan. CONTRACTOR will shall ensure the Safety Plan meets, but is not limited to, the following criteria:
- 5.11.1 Written and available in English and the family's primary language, if other than English;
 - 5.11.2 Signed by all applicable members of the Wrap CFT members;
- 5.11.3 Developed and completed in a timely manner as measuredreferenced in Subparagraph 5.11;
- 5.11.4 Viable, with identified supports that are attainable and capable of providing the outlined services that will enable the Participant to remain in a family environment or home-like setting and minimize the risk of WCB0418 Page 19 of 75 4-17-18

the Participant being placed in group-homecongregate care;

- 5.11.5 Reflective of Reflect the issues that resulted in the referral of the Participant and the Participant's family to be referred to Wrap OC; and
- 5.11.6 Re-evaluated by CONTRACTOR, at minimum once every three (3) months, or on each occasionwhen a change occurs in the Participant and/or the Participant's support system(s), as identified in the Safety Plan.
- 5.12 The CONTRACTOR's shall ensure Care Coordinator, Parent Partner, and Youth Partner shall staff provide, or secure, support and crisis/emergency services for each Participant and/or Participant's family by proactive crisis-prevention planning with the Wrap CFT, continual Wrap CFT review of the Safety Plan, and ongoing communication with the Participant and Participant's family through face-to-face contact, telephone contact, or other designated communication system(s) including, but not limited to, text messages and/or electronic mail.
- 5.13 The CONTRACTOR shall ensure Care Coordinator, Wraparound Supervisor, Parent Partner, and Youth Partner shall staff do not make any promises to the Participant, the Participant's family, and/or any member(s) of the Participant's Wrap CFT regarding interventions and/or activities that may be provided or available, financial aid that might be available, resolution of legal/court issues to be resolved, and/or any Wrap OC programmatic results.
- 5.14 The CONTRACTOR shall ensure Care Coordinator, Parent Partner, and Youth Partner shall staff teach the Wrap CFT how to findlocate resources by directly assisting the family in accessing resources and providing guides such as telephone numbers, addresses, and community resource guides, for services and/or supplies based on needs described in the Participant's POC. Additionally, the Care Coordinator, Parent Partner, and Youth Partner shall follow-up with the family to ensure said resources and services were accessed WCB0418

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within the applicable POC timeframe.

- 5.15 The CONTRACTOR's Care Coordinator shall be responsible for making requests for services and/or service extensions to the PNP, as determined to be appropriate for the Participant and the Participant's family by the Wrap CFT.
- 5.16 AtCONTRACTOR's Care Coordinator shall, at the end of the initial Wrap CFT meeting, as well as and all subsequent Wrap CFT meetings, the Care Coordinator shall restate assignments team members have agreed to accept, accepted and shall distribute written action lists to all Wrap CFT members, including deadlines and expectations for tasks to be completed by the next Wrap CFT meeting.
- 5.17 Prior to each Wrap CFT meeting, the CONTRACTOR's Care Coordinator shall prepare, prior to each Wrap CFT meeting, a collaborative Wrap CFT meeting agenda and sign-in sheet, which shall include the first and last names of all identified Wrap CFT members, and a space for each member to sign his or her name. At the beginning of each subsequent Wrap CFT meeting, the Care Coordinator shall:
- Distribute copies of the prepared Wrap CFT meeting agenda and sign-in sheet for attendees to sign;
- Take the lead at Lead the Wrap CFT meeting, ensure that 5.17.2 each Wrap CFT member signs the meeting sign-in sheet clearly indicating his or her first and last names, and using the Action Team Form created at the prior Wrap CFT meeting(s), ask for results of tasks assigned at previous Wrap CFT meetings:
- 5.17.3 Review the team's accomplishments toward meeting identified needs and reassign incomplete tasks, as necessary;
- 5.17.4 Post the Wrap CFT's Strengths List and the family's Needs List where team members can see them at each Wrap CFT meeting. The Care WCB0418 Page 21 of 75 4-17-18

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

- 5.17.5 Guide the Wrap CFT in modifying and/or updating the POC and Safety Plan to reflect a logical progression in achieving the Wrap CFT's vision:
- 5.17.6 Ensure that the POC sets benchmarks for transitioning each Participant and Participant's family to less restrictive, less intrusive, and less formal services, taking into consideration the ability of families to move through the process at their own pace; and
- 5.17.7 Ensure that adult services and support representatives are included in the Wrap CFTs for Participants who are or may be likely to need formal support services as adults.
- 5.18 The CONTRACTOR'S Care Coordinator shall maintain a Medi-Cal chart and a Wrap OC case file for each Participant, as appropriate.
- 5.19 The CONTRACTOR'S Care Coordinator shall collaborate with the referring party, the Parent Partner, and the Participant's parent(s)/caregiver(s) to ensure that each Participant and Participant's siblings participating in the Wrap CFT are connected to medical homes.

5.20 <u>Conflict Resolution</u>

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

Step 2: If the difference of opinion remains after discussion between the supervisors or a supervisor is not available, a Technical Assistance Meeting shall be scheduled as soon as possible. Nothing in this WCB0418 Page 22 of 75 4-17-18

section limits ADMINISTRATOR's ability to terminate the agreement this Agreement pursuant to Paragraph 42 of this Agreement.

6. FLEX FUND STANDARDS

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

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

- 6.1 CONTRACTOR's use of Flex Funds shall be purposeful and tied to specific goals stated in the POC.
- 6.2 CONTRACTOR shall use Flex Funds creatively and effectively in the development of services and support for the Participant and the Participant's family, to build on family strengths, add value to the stated mission for the family, help meet identified needs of the Participant and Participant's family, and be relevant to family's sense of identity. The family's sense of identity includes, but is not limited to, ethnicity, age, nationality, spirituality, and traditions.

6.3 Fiscal Strategies

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

 $\frac{6.2.1.1}{6.3.1.1} \text{CONTRACTOR shall reserve a minimum of ten} \\ \text{percent (10\%) of the } \frac{\text{contractAgreement}}{\text{contractAgreement}} \text{ maximum obligation to be used} \\ \text{specifically for Flex Fund purposes.} \\$

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 $6.2.1.2\underline{6.3.1.2}$ CONTRACTOR shall develop a plan to ensure staff has timely access to Flex Funds to promptly address the Participant's and/or Participant's family's needs. This The plan shall may be evaluated regularly by ADMINISTRATOR, and CONTRACTOR shall be required to make changes accordingly as determined by ADMINISTRATOR.

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

 $\frac{6.2.1.4}{6.3.1.4}$ CONTRACTOR shall ensure expenses are related to interventions utilized for implementing the POC and/or Safety Plan, to help project and strategize services.

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

Wraparound Expenditure Formcollect expenditure information for all purchases made utilizingwith Flex Funds. The Expenditure information shall be submitted using a form must be accompanied or database as provided and requested by ADMINISTRATOR. Flex Fund expenditures submitted with a form shall be signed and dated by the staff who made the purchase and his/her supervisor. All Flex Fund expenditures shall have attached valid, legible source documents (i.e., itemized receipts, canceled checks, purchase orders, etc.) for each purchase, and shall be signed and dated by the staff who made the purchase and his/her supervisor.

6.2.1.76.3.1.7 CONTRACTOR shall maintain detailed records (including itemized store receipts) of items purchased using gift cards. Usage of gift cards shall be subject to ADMINISTRATOR review and prioradvance, WCB0418 Page 24 of 75 4-17-18

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written authorization.

6.2.1.86.3.1.8 CONTRACTOR shall ensure required Flex Fund expense information is entered into ADMINISTRATOR'S database system, correctly and timely.

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

 $\frac{6.2.1.10}{6.3.1.10} \underline{\text{CONTRACTOR}} \quad \text{shall} \quad \text{not} \quad \text{directly}$ reimburse Participant and/or Participant's family member(s) for payment of any expenditure.

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

 $\frac{6.2.1.12}{6.3.1.12} \quad \text{CONTRACTOR shall, within three (3)} \\ \text{business days, upon request, provide ADMINISTRATOR with documentation} \\ \text{supporting any and all expenses utilizing Flex Funds.}$

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

6.36.4 Unauthorized Flex Fund Purchase List

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

 $\frac{6.3.1}{6.4.1}$ Flex Funds shall not be used to purchase, nor shall WCB0418 Page 25 of 75 4-17-18

Attachment H

COUNTY reimburse CONTRACTOR for purchase, of the following:
$\frac{6.3.1.1}{6.4.1.1}$ Improvement of land, construction, or
permanent improvement(s) of any building or facility;
6.3.1.26.4.1.2 Alcoholic beverages, drugs or tobacco
products;
6.3.1.3 Lottery tickets;
6.3.1.46.4.1.4 Credit card or revolving credit account
bills;
6.3.1.56.4.1.5 Tips in excess of twenty percent (20%) of
a meal bill;
6.3.1.66.4.1.6 Legal fees, penalties, damages or fines
such as, but not limited to, bounced check fees, attorney fees, restitution
penalties, damages due to landlords, etc.;
6.3.1.76.4.1.7 Federal, State, local, property, and/or
business tax assessments;
6.3.1.86.4.1.8 Long-term membership contracts or fees
(e.g., multi-year gym memberships, annual contract for karatemartial art
lessons, etc.);
6.3.1.9 Inappropriate incentive items including,
but not limited to, violent or sexually explicit videos, movies, magazines,
books, etc.; or
6.3.1.10 Controversial therapy methods such
as Holding therapy, Rebirthing therapy, and/or psychophysiological testing
(i.e., lie detector tests) and/or controversial treatment programs such as
"boot camp" programs utilizing isolation, deprivation, humiliation and/or
shaming interventions and tactics.
6.46.5 Family Budget
6.4.16.5.1 CONTRACTOR shall establish procedures in which the
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Attachment H

1	Wraparound Supervisor, in conjunction with the assigned Care Coordinato
2	and/or the Parent Partner, utilize a planning document and develop a strateg
3	and a projected budget for the family.
4	6.4.26.5.2 The Family Budget shall include expenditure(s) an
5	CONTRACTOR's interventions related to the implementation of the POC for th
6	Participant and the Participant's Family. Interventions willshall be based o
7	anticipated needs and safety issues during the initial three (3) months o
8	Wrap OC. These needs may include, but are not limited to, the following:
9	6.4.2.16.5.2.1 Participant involvement in informal and/o
10	formal services , such as tutoring and/or emotional/behavioral assistanc
11	programs;
12	6.4.2.26.5.2.2 Tutoring and/or emotional/behaviora
13	assistance programs;
14	6.4.2.36.5.2.3 Child care, respite care;
15	$6.4.2.4\underline{6.5.2.4}$ Suitable clothing, shoes, and/or othe
16	basic needs;
17	6.4.2.56.5.2.5 Cost of utilities, (e.g., electricity
18	gas, sewage, and/or water);
19	6.4.2.66.5.2.6 Documented rental Rental assistance
20	deposit(s), or a single month's rent to avoid eviction, $\frac{\text{and/or}}{\text{rent}}$ rent, and/o
21	deposits for NMDs preparing to live independently;
22	6.4.2.76.5.2.7 <u>Durable goods</u> Goods, such as furniture an
23	appliances;
24	6.4.2.86.5.2.8 Emergency medical/dental and/or medicatio
25	expenses;
26	$\frac{6.4.2.9}{6.5.2.9}$ Transportation costs, including costs fo
27	car repairs, necessary to enable for Participants to travel to and fro
28	medical/counseling appointments, school, work, etc.;
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6.4.2.106.5.2.10 Expenses for family recreational activities (e.g., movies, zoo) which will include with a brief statement outlining the therapeutic value of the activity;

 $\frac{6.4.2.11}{6.5.2.11} \quad \text{Expenses necessary to assist in} \\ \frac{6.4.2.11}{6.5.2.11} \quad \text{Expen$

 $6.4.2.12\underline{6.5.2.12}$ Other needs that promote the Participant's success, safety, and/or permanency in the home, school, and community.

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

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

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

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

6.4.76.5.7 CONTRACTOR shall develop and implement procedures for documenting and accounting for the use of any and all Flex Funds related to WCB0418 Page 28 of 75 4-17-18

1	each Family Budget.
2	6.5 <u>6.6 Family Emergency</u>
3	6.5.16.6.1 During participation in Wrap OC, CONTRACTOR may be
4	called upon toshall utilize Flex Funds to address Participant's Family
5	Emergency expenditure(s), which were not previously addressed in the Family
6	Budget.
7	6.5.26.6.2 CONTRACTOR shall monitor and administer the Family
8	Emergency funds and establish procedures for CONTRACTOR staff to access said
9	funds. Family Emergency funds shall be used for, but not <u>be</u> limited to, the
10	following:
11	6.5.2.1 <u>6.6.2.1</u> Housing crisis;
12	6.5.2.26.6.2.2 Lack of food or groceries;
13	6.5.2.36.6.2.3 Immediate need for prescription
14	medication(s) or medical attention;
15	6.5.2.46.6.2.4 Participant's family's inability to meet
16	obligation for the cost of utilities;
17	$\frac{6.5.2.5}{6.6.2.5}$ Inability of parent(s) and/or caregiver(s)
18	to maintain employment;
19	6.5.2.66.6.2.6 Transportation crisis; and
20	6.5.2.76.6.2.7 Other justified crisis that jeopardizes
21	the permanency and/or placement of the Participant with family.
22	6.5.36.6.3 CONTRACTOR shall be responsible for updatingupdate the
23	Family Budget to address Family Emergency expense(s) within fourteen (14)
24	calendar days of the occurrence of the emergency.
25	6.6 6.7 <u>Additional Costs</u>
26	Additional <u>costs</u> Costs may be incurred as a routine part of
27	providing Wrap OC. These costs are common to all Wrap OC Provider Agencies
28	and are linked to an individual Participant and/or family need.
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 $\frac{6.6.1}{6.7.1} \underline{\text{CONTRACTOR}} \text{ shall monitor and administer the use of } \\ \frac{\text{additional cost}}{\text{Additional Cost}} \text{ funds and establish procedures for } \\ \frac{\text{CONTRACTOR's}}{\text{CONTRACTOR}} \text{ staff to access said funds. Additional } \\ \frac{\text{cost}}{\text{Cost}} \text{ funds } \\ \\ \text{shall be used for, but not } \\ \frac{\text{be}}{\text{limited to, the following:}} \\ \\$

 $6.6.1.1_{6.7.1.1}$ Participating in various activities necessary to develop rapport between the Parent Partner and/or Youth Partner and the Participant and the Participant's family in the implementation of Wrap OC:

 $\frac{6.6.1.2}{6.7.1.2} \text{ Celebrations honoring a Participant and/or} \\ \text{Participant's family's success at achieving milestones and concluding Wrap OC;} \\ \text{and}$

 $\frac{6.6.1.36.7.1.3}{6.7.1.3}$ Providing incentives for Participants and/or Participants' families that support Wrap OC practices and the development of Participant permanency and family self-sufficiency.

6.6.26.7.2 CONTRACTOR shall develop and implement procedures for documenting and accounting for the use of all Flex Funds related to additional costs Additional Costs listed in this Subparagraph 6.7 of this Exhibit A.

7. TRAINING

ADMINISTRATOR will provide initial and ongoing training for <u>all</u> CONTRACTOR, <u>Care Coordinators</u>, <u>Wraparound Supervisors</u>, <u>Parent Partners and Youth Partners in the delivery of staff employed to deliver services for Wrap OC. ADMINISTRATOR's designee and/or CDSS may provide subsequent training—(s). At ADMINISTRATOR's discretion, training may be extended to CONTRACTOR's <u>otheradministrative</u> Wrap OC staff.</u>

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

7.1.1 <u>Wrap OC Overview Training</u>

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

7.1.1.1 CONTRACTOR shall ensure that each Wraparound Director, Wraparound Supervisor, Care Coordinator, Parent Partner, Youth Partner, and Quality Assurance Coordinator all Wrap OC staff completes this mandatory training within thirty (30) days of hire date, or as soon as possible thereafter depending on scheduled training by ADMINISTRATOR.

7.1.2 <u>Wrap OC Four (4)-Day Core Training</u>

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

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

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

7.1.2.2 ADMINISTRATOR intends to conduct training at least a minimum of two (2) times per calendar year. At ADMINISTRATOR's discretion, CONTRACTOR shall provide staff to assist with conducting said WCB0418 Page 31 of 75 4-17-18

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training.

7.1.3 TFCO-OC Training

7.1.3.1 CONTRACTOR shall ensure that each Wraparound Supervisor, Care Coordinator, Parent Partner, and TFCO-all Wrap OC Youth Partnerstaff assigned to TFCO-OC Participants, completes complete training as soon as possible after hire date, or as soon as possible thereafter depending onas scheduled training by ADMINISTRATOR.

Facilitation/Database Training 7 1 4

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

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

7.1.5 Database Training

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

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

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

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7.1.57.1.6 Wrap OC Institute Training

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

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

7.1.67.1.7 Wrap OC Professional Growth Training

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

7.1.6.17.1.7.1 CONTRACTOR shall ensure t.hat. each Wraparound Supervisor, Care Coordinator, Parent Partner, and Youth Partner completes
attend these mandatory trainingtrainings scheduled as by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

7.1.77.1.8 New Parent Partner Training

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

7.1.7.17.1.8.1 CONTRACTOR shall that the ensure WCB0418 Page 33 of 75 4-17-18

Wraparound Director, Wraparound Supervisors, and Parent Partners complete this 1 mandatory training as soon as possible after hire date, as scheduled by 2 3 ADMINISTRATOR, and/or as ADMINISTRATOR deems appropriate. 7.1.87.1.9 New Youth Partner Training 4 New Youth Partner training outlines the roles and 5 expectations of Youth Partners. 6 7.1.8.17.1.9.1 CONTRACTOR shall that the 7 ensure 8 Wraparound Director, Wraparound Supervisors, and Youth Partners complete 9 thethis mandatory training following the Wrap OC Four (4)-Day Core series as scheduled by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate. 10 7.1.97.1.10 Medi-Cal Training 11 $\frac{7.1.9.1}{7.1.10.1}$ Medi-Cal is a two (2)-day training 12 to follow the Wrap OC Four (4)-Day Core series. CONTRACTOR shall ensure that 13 appropriate Wrap OC staff complete the mandatory training following the Wrap 14 OC Four (4)-Day Core series and/or as ADMINISTRATOR deems appropriate. This 15 training is designed to provide an overview of, but is not limited to, the 16 following: 17 $\frac{7.1.9.1.1}{7.1.10.1.1}$ Medi-Cal eligibility and 18 reimbursement guidelines; 19 Insurance 7.1.9.1.27.1.10.1.2 Health 20 Portability and Accountability Act (HIPAA) and Office of HIPAA Compliance 21 22 requirements; 7.1.9.1.37.1.10.1.3 Collaboration with 23 treating therapists; 24 7.1.9.1.47.1.10.1.4 Assessment. Client 25 ServiceCare Plan (CSPCP) and medical necessity determinations; 26 7.1.9.1.57.1.10.1.5 Documentation, 27 signatures and authorizations; 28 WCB0418 Page 34 of 75 4-17-18

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1	$\frac{1}{1.9.1.6}$ /.1.10.1.6 Data entry and access to
2	IRIS;
3	7.1.9.1.7 Case management and
4	rehabilitation services;
5	7.1.9.1.8 Intensive Care
6	Coordination (ICC) and In Home Behavior Support (IHBS) activities; and
7	7.1.9.1.9 Medi-Cal documentation,
8	chart review and audits.
9	7.1.9.27.1.10.2 CONTRACTOR shall facilitate ongoing
10	regular Medi-Cal documentation trainings to all Wrap OC Provider
11	Agency(ies) Agencies' staff, to ensure understanding of compliant Medi-Cal
12	documentation and to provide updates on documentation changes per HCA.
13	7.1.107.1.11 CONTRACTOR Training
14	7.1.10.17.1.11.1 CONTRACTOR shall provide ongoing
15	training for Wraparound Supervisors, Care Coordinators, Parent Partners, TFCO-
16	OC Youth Partners, and Youth Partners. Trainingall Wrap OC staff and may be
17	conducted through individual and/or group supervision. Training shall
18	include, but not be limited to, developing skills of Wraparound Supervisors,
19	Care Coordinators, Parent Partners, TFCO-OC Youth Partners, and Youth
20	Partners Wrap OC staff to effectively:
21	$\frac{7.1.10.1.1}{7.1.11.1.1}$ Identify, address, and
22	resolve conflict during the facilitation of Wrap CFT meetings, and thereafter,
23	if necessary, to accomplish the family mission;
24	7.1.10.1.27.1.11.1.2 Guide the development of
25	individualized, effective POCs and the timely progression of the Wrap CFT
26	through the phases of Wrap OC;
27	7.1.10.1.3 Recognize safety and
28	procedural concerns, and anticipate and prevent crises;
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 $\frac{7.1.10.1.47.1.11.1.4}{\text{Postablish}} \text{ and maintain}$ professional boundaries, and identify and effectively resolve instances of poor judgment regarding inappropriate resulting from inappropriate boundaries boundaries with Participant or Participant's family;

7.1.10.1.5<u>7.1.11.1.5</u>Be proactive in

identifyingIdentify barriers proactively to progress and seeking supervisor
assistance:

 $\frac{7.1.10.1.6}{7.1.11.1.6}$ Input data accurately and timely into ADMINISTRATOR's database system;

 $\frac{7.1.10.1.7}{7.1.11.1.7} \text{ Participate} \qquad \text{in} \qquad \text{the}$ Wraparound Fidelity Index (WFI) interviewing process as needed; and

 $\frac{7.1.10.1.8}{0.1.10.1.8}$ Administer pre- and post-tests in a format and as requested by ADMINISTRATOR.

- 7.2 CONTRACTOR shall have a training and staff development plan that includes topics in accordance with CDSS SB 163. Said plan shall adhere to and may supplement ADIMINISTRATOR's Wraparound Training Plan.
- 7.3 CONTRACTOR shall provide supervision that emphasizes the values and principles of Wrap OC and the implications of the values for practice, programs, and systems.
- 7.4 CONTRACTOR staff shall be mentored and coached on an ongoing basis by experienced peers to ensure high-quality implementation of the values and processes of Wrap OC.
- 7.5 CONTRACTOR shall develop clear priorities for the implementation of coordinated and collaborative training opportunities with the broader system-of-care partners to ensure alignment on service direction, implementation, and training content.
- 7.6 CONTRACTOR shall participate in the development of training materials and the provision of training as part of the Wrap OC Training WCB0418 Page 36 of 75 4-17-18

Committee. CONTRACTOR shall also participate in the development of additional training materials and additional training for Wrap OC Provider Agency(ies) staff and COUNTY staff, as may be required by the ADMINISTRATOR.

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

8. REPORTING

- 8.1 In addition to reporting requirements referenced in Paragraph 37 of this Agreement, CONTRACTOR shall establish procedures, as approved by ADMINISTRATOR, to document fiscal and service delivery data regarding Wrap OC.
- 8.2 CONTRACTOR shall submit to ADMINISTRATOR Wrap OC data in formats that shall include, but are not limited to, monthmonthmonthmonthly and year-to-date summaries as well as fiscal and service delivery data. CONTRACTOR shall enter required data into ADMINISTRATOR's database system.
- 8.3 <u>CONTRACTOR shall enter required data into ADMINISTRATOR's database</u> system by the tenth (10th) day of the following month for preceding month's <u>data.</u> ADMINISTRATOR and CONTRACTOR may mutually agree in writing to modify the frequency that the of reports are submitted to ADMINISTRATOR.

8.4 Wraparound Phase and Progress Report

- 8.4.1 CONTRACTOR shall enter and maintain current data in ADMINISTRATOR's database system in order to generate accurate reports, which include, but are not limited to, the following:
 - 8.4.1.1 Participant's first and last name;
- 8.4.1.2 Name of Care Coordinator, Parent Partner, and Youth Partner assigned to each Participant's case;
- 8.4.1.3 The current Wrap OC phase, as described in Subparagraph 2.12 of this Exhibit A, of the Participant's case;
- 8.4.1.4 The date(s) the first face-to-face meeting(s)
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occurred between the Participant and/or the Participant's family and the Care
Coordinator, Parent Partner and Youth Partner;
8.4.1.5 The date(s) the most recent face-to-face
meeting(s) between the Participant and/or the Participant's family and the
Care Coordinator, Parent Partner and Youth Partner occurred during the month;
8.4.1.6 The frequency with which face-to-face
meetings between the Participant and/or the Participant's family and the Care
Coordinator, Parent Partner and Youth Partner occurred during the month;
8.4.1.7 The date and version number of the current
POC or POC Addendum;
8.4.1.8 A notation as to whether the Participant's
case is CalWORKs related;
8.4.1.9 The name of each Care Coordinator, the number
and names of Participants and Participants' families, and number of Wrap OC
Referral Slots assigned to each specific Care Coordinator;
8.4.1.10 The name of each Parent Partner, the number
and names of Participants and Participants' families, and number of Wrap OC
Referral Slots assigned to each specific Parent Partner;
8.4.1.11 The name of each Parent Partner and the
number of Wrap OC Referral Slots assigned per Parent Partner;
8.4.1.12 The name of each Care Coordinator and the
number of Wrap OC Referral Slots assigned per Care Coordinator;
8.4.1.138.4.1.11 The name of each Youth Partner and
the number and names of Participants assigned to each specific Youth Partner;
8.4.1.148.4.1.12 The name of each TFCO-OC Youth
Partner and the number and names of Participants assigned to each specific
TFCO-OC Youth Partner;
8.4.1.158.4.1.13 The name of each Wraparound
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Supervisor and the number of Parent Partners, Care Coordinators, and Youth Partners supervised by each specific Wraparound Supervisor;

8.4.1.168.4.1.14 The number of cases for which contact between Care Coordinator/Parent Partner/Youth Partner and Participant and/or Participant's family was initiated within three (3) business days of case assignment to Provider;

8.4.1.178.4.1.15 The name of each TFCO-OC Youth Partner and the number and names of TFCO-OC Participants assigned to each TFCO-OC Youth Partner:

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

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

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

8.5 <u>Child Out of Home Report (COR)</u>

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

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- 8.5.1 CONTRACTOR shall immediately, or no later than the next business day, update COR in the ADMINISTRATOR'S database system, upon the Participant's return to the home or upon receipt of information concerning Participant's whereabouts. COR information shall include, but not be limited to:
 - 8.5.1.1 Participant's name;
 - 8.5.1.2 Date of placement;
- 8.5.1.3 Date of Legal Status Change (i.e. Ward or Dependent of the Juvenile Court and/or engaged in Family Reunification [FR], Family Maintenance [FM], Voluntary Family Services [VFS], Adoption Assistance Program [AAP], etc.);
- 8.5.1.4 Name of placement or placement facility and location of placement or placement facility; and
- 8.5.1.5 Date Participant was removed from and/or returned to placement, as applicable.

8.6 Wrap OC Flex Fund Report

- 8.6.1 CONTRACTOR shall enter all Flex Fund expenditures for the previous month into ADMINISTRATOR's database system no later than the fifteenth (15^{th}) of each month. Flex Fund expenditure information shall include, but not be limited to, the following:
- 8.6.1.1 Payment(s) made utilizing Flex Funds for commodities and/or services identified in each POC;
- 8.6.1.2 The relevance of the purchase or expenditure to the POC;
- 8.6.1.3 How the commodity and/or service(s) impacted the Participant and/or Participant's family within the POC timeframe; and
- $8.6.1.4 \qquad \text{The type(s) of expense(s) (e.g. food) and} \\$ funding source(s) (e.g. AAP expenditure).

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8.7 <u>Wrap OC Outcome Measures Report</u>

8.7.1 CONTRACTOR shall cooperate with ADMINISTRATOR, and/or ADMINISTRATOR's designee with the provision of Wrap OC data for the development of Outcome Measures Reports. ADMINISTRATOR shall determine parameters of required data and date(s) data https://doi.org/10.1007/j.com/nat/nat/ At a minimum, CONTRACTOR shall develop and submit to ADMINISTRATOR, in a format approved by ADMINISTRATOR, periodic reports detailing performance outcome measures including, but not limited to, Participant's success(es) and/or failure(s) in_meeting_Wrap_OC_goals. Additionally, CONTRACTOR shall comply with, upon written instructions from ADMINISTRATOR, State requirements and standards for other and/or additional performance outcome measures, which may be implemented by ADMINISTRATOR or the State at any time during the term of this Agreement.

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

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

8.9 <u>Miscellaneous Wrap OC Reports</u>

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

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8.10 Special Incident Report

8.10.1 CONTRACTOR shall complete a Special Incident Report in the event of any incidents of unusual, aggressive, and/or high-risk behavior exhibited by a Participant and/or a Participant's family member(s); any serious injuries or death suffered by any party during any Participant's and/or Participant's family's participation in Wrap OC; breach in Participant and/or Participant's family member's confidentiality; and/or a Participant and/or a Participant's family member(s) exhibit inappropriate behavior. In such event(s), CONTRACTOR shall:

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

8.10.1.2 Immediately $n\underline{N}$ otify ADMINISTRATOR, or designee, by telephone, immediately after learning of the occurrence;

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

8.10.1.4 Immediately rReport any and all threats of violence by the Participant and/or Participant's family member(s) to ADMINISTRATOR, or assigned designee, including the assigned DPO and/or SSW and/or MH clinician, immediately after learning of the occurrence.

9. <u>ADDITIONAL CONTRACTOR RESPONSIBILITIES</u>

- 9.1 In addition to providing the services described in this Exhibit A, CONTRACTOR shall:
- 9.1.1 Clearly identify Identify the roles of licensed and unlicensed staff, registered interns, interns, volunteers, and/or student interns. The use of licensed and unlicensed staff, registered interns, interns, volunteers, and/or student interns shall require prior, written Page 42 of 75

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approval from ADMINISTRATOR.

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

9.1.29.1.3 Train CONTRACTOR staff in the usage of ADMINISTRATOR's database system as instructed by ADMINISTRATOR, to collect data and generate reports regarding Wrap OC.

9.1.39.1.4 Jointly, Identify with the Participant and the Participant's family, identify any challenges concerning basic needs of food, shelter, housing, and clothing that the Participant and/or the Participant's family may be experiencing.

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

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

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

9.1.59.1.6 <u>Clearly stateState</u> what changes took place in Participants and Participants' families.

9.1.69.1.7 Invite each Participant's assigned SSW, DPO, and/or MH Clinician responsible for on-going services to participate in all Child and Family TeamCFT meetings.

9.1.79.1.8 Require direct service staff to participate in Wrap CFT meetings, Emergency CFT meetings, Multi-disciplinary Team (MDT) meetings, WCB0418 Page 43 of 75 4-17-18

and/or other CFT meetings at the request of ADMINISTRATOR. Wrap CFT, Emergency CFT, MDT, and CFT meetings may occur in the community, at COUNTY offices, and/ or at locations other than CONTRACTOR's facility.

9.1.7.19.1.8.1 Wrap CFT meetings are scheduled to make certain the needs of the Participant and Participant's family as identified in the POC are met. Every effort is made to ensure each Participant and Participant's family's voice is heard and that Participants and their respective families take ownership of the process. The Wrap OC process is highly individualized for each Participant and Participant's family, and seeks to maximize the capacity of a family to meet the Participant's needs, and to prevent or reduce the need for congregate care—such as residential treatment facilities.

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

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

9.1.7.49.1.8.4 MDTs consist of three (3) or more persons who are trained in the prevention, identification, and treatment of child abuse and neglect, and qualified to provide a broad range of services related to child maltreatment. MDT meetings may require up to two (2) hours per WCB0418 Page 44 of 75 4-17-18

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session.

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

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

9.1.109.1.11 Possess and maintain a current California business license and if applicable, a valid California Group Home License or Short-Term Residential Therapeutic Program (STRTP)STRTP License.

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

9.1.11.19.1.12.1 Utilize a secure method of email communication as directed and approved by COUNTY.

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

9.1.129.1.13 Notify ADMINISTRATOR immediately of any breach and/or theft and/or loss of PII.

9.1.139.1.14 Notify ADMINISTRATOR immediately of any subpoenas received in connection with Wrap OC involving CONTRACTOR, WCB0418 Page 45 of 75 4-17-18

CONTRACTOR's staff, Participant and/or Participant's family.

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

10. FACILITIES

Administrative services under this Agreement shall be provided at:

South Coast Children's Society, Inc. dba South Coast Community Services 27261 Las Ramblas, Suite 220 Mission Viejo, CA 92691

- 10.1 CONTRACTOR shall provide Wrap OC to Participants and Participants' families in facilities and locations throughout Orange County and contiguous counties, including, but not limited to, Participants' respective residences.
- 10.2 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall-beare provided without changing COUNTY's maximum obligation.

11. HOURS OF OPERATION

- 11.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 6:30 a.m. to 9:00 p.m., and on Saturdays from 9:00 a.m. to 9:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. At least forty percent (40%) of direct services shall be provided Monday through Friday, from 5:00 p.m. to 9:00 p.m.
- 11.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after

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

- 11.3 CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible. Additionally, CONTRACTOR is required to be available to respond to crises and/or emergencies as may be needed on holidays.
- 11.4 CONTRACTOR shall arrange for twenty-four (24)-hour, seven (7) days a week, on-call availability for Wrap OC Participants and Participants' families to address crisis/emergency needs.

12. GOALS, OUTCOMES, AND STRATEGIES

12.1 <u>Goals</u>

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

- 12.1.1 CONTRACTOR shall provide supportive services to allow Participants to live safely in <u>a family-like</u> setting as an alternative to congregate care, STRTP, or group homes.
- 12.1.2 CONTRACTOR shall provide an individualized process, services, and supports that are family-centered, strength-based, and needs-driven for Participants and their families.
- 12.1.3 CONTRACTOR shall ensure Participant and Participant's parent(s)/caregiver(s) have access to and a voice in the design, delivery and evaluation of the Wrap OC process, interventions, services, and supports.

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

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

12.2 Outcomes

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

ADMINISTRATOR will evaluate CONTRACTOR based on the following outcomes:

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

12.2.1.2 A minimum of eighty percent (80%) of Participants will remain in $\frac{a}{a}$ -home-like settings while participating in Wrap OC.

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

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

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

12.2.1.6 At time of closure, a minimum of seventy-five WCB0418 Page 48 of 75 4-17-18

percent (75%) of Participants will have demonstrated an increase in school attendance.

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

12.3 Strategies

- 12.3.1 CONTRACTOR's Wraparound Supervisors, Care Coordinators, Parent Partners, and Youth Partners shall administer pre- and post-tests, in a format approved and as requested by ADMINISTRATOR.
- 12.3.2 CONTRACTOR shall measure the outcomes of interventions provided to Participant and Participant's family.
- 12.3.3 CONTRACTOR shall clearly document improvements in the Participants' and Participants' families' level of functioning during and following Wrap OC participation.
- 12.4 ADMINISTRATOR may add, delete or otherwise modify the performance measures identified in Paragraph 12 of this Exhibit A.

13. QUALITY ASSURANCE/QUALITY CONTROL

- 13.1 CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan (QCP) in a format approved by ADMINISTRATOR, to monitor the level of program service and quality. CONTRACTOR shall submit a QCP that shall be effective on the contract Agreement start date, and shall be updated and resubmitted for ADMINISTRATOR approval when changes occur. The QCP will include, but not be limited to, the following:
- 13.1.1 The method for ensuring the services, deliverables, and requirements defined in the contractAgreement are being provided at, or above, the level of Wrap OC quality standards;
- 13.1.2 The method for assuring that all staff rendering services under this Agreement havemeet the required qualifications;

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- 13.1.3 The method for identifying and preventing deficiencies in the quality of service as defined by ADMINISTRATOR's policy; and
- 13.1.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

13.2 CONTRACTOR shall also:

- 13.2.1 Participate with ADMINISTRATOR in the planning, design, and implementation of a Quality Assurance Program;
- 13.2.2 Participate in Quality Assurance/Quality Improvement studies/activities as required by Wraparound Oversight Group (WOG) or WRIT; and
- 13.2.3 Meet monthly with ADMINISTRATOR to discuss trends and resolve Wrap OC practice and process issues identified through the Quality Assurance Program.

14. <u>UTILIZATION REVIEW</u>

- 14.1 In addition to audit requirements outlined in Paragraph 24 of the Agreement, CONTRACTOR shall allow SSA Children and Family Services (CFS) Wraparound Liaisons, Quality Assurance, PNP Coordinators, SSA Contract Administrators, HCA Wraparound Liaison(s), HCA Contract Administrator(s), Probation Liaisons, Parent Partner Representative and Support Network Representative to access Participant files for Utilization Reviews (URs), to assess and evaluate CONTRACTOR's documentation, records, and performance. ADMINISTRATOR shall determine frequency of reviews.
- 14.2 CONTRACTOR shall make available, within ten (10) five (5) days from the date of request by ADMINISTRATOR, a random and/or predetermined selection of CONTRACTOR's case records for those Participants referred by ADMINISTRATOR. The review shall include, but will not be limited to, an evaluation of the necessity and appropriateness of services provided, length Page 50 of 75

of services, timeliness of required reports, and completeness of Participant records. Cases to be reviewed shall be selected by ADMINISTRATOR.

- 14.3 ADMINISTRATOR may conduct a UR at CONTRACTOR'S facility referenced in Paragraph 10 of this Exhibit A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.
- 14.4 In the event CONTRACTOR, ADMINISTRATOR and/or ADMINISTRATOR's designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's CFS Director for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of 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 $(1\frac{1}{2}-2)$ 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

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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^{th}) 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 $\underline{\text{annual}}$ budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

<u>Budget for</u>	the Period of	July 1, 2017 thr	ough June 30, 2018	
<u>SALARIES</u>	<u>FTE⁽¹⁾</u>	Hourly Range Min to Max	Maximum Hourly Rate ⁽²⁾	Annual Budget

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Attachment H

1	DIRECT SERVICE POSITIONS				
	Wraparound Supervisor	1.0	29.00-30.50	30.50	63,440
2	Wraparound Supervisor				
3	(bi-lingual)	2.0	29.00-30.50	30.50	120,640
1	Care Coordinator	3.0	18.00-19.75	19.75	120,016
4	Care Coordinator	<i>C</i> 0	10	20 25	244 102
5	(bi-lingual) Parent Partner	6.0 3.0	18.50-20.25 15.00-15.75	20.25 15.75	244, 192 95, 576
6	Parent Partner	0.U	19.00-19.79	10.70	30,0/0
	(bi-lingual)	6.0	15.50-16.75	16.75	199,992
7	Youth Partner	3.0	15.00-15.75	15.75	97,656
8	Youth Partner (bi-	6.0	15.50-17.75	17.75	204,880
0	lingual)				
9	0				
10			VICE SALARIES		\$1,146,392
11	DIRECT_SERVICE_BENEFITS(3)_(19.31% TO	TAL)		221,402
	TOTAL DIRE	CT SALARI	ES AND BENEFITS		\$1,367,794
12	ADMINISTRATIVE POSITIONS				
13	Program Director	-1.0	32.00-36.00	36.00	74,880
14	Quality Assurance/Billing		18.00-21.00	21.00	43,472
1 -			TIVE SALARIES		\$1 18,352
15	ADMINISTRATIVE SERVICE BENE	<u>:FITS⁽³⁾ (1</u>	5.67% TOTAL)		18,550
16	SUBTOTAL A	DMINISTRA	TIVE SALARIES/BENEF	ITS	\$136,902
17	TOTAL ALL	SALARIES	AND BENEFITS		\$1,504,696
18	SERVICES AND SUPPLIES				. = , ,
19	Office Expense				4,800
19	Program Expense				5,400
20	Telephone				19,200
21	Mileage ⁽⁴⁾				57,000
	Advertising				2,200
22	Training CURTOTAL C	·FDVICEC A	ND SUPPLIES		3,000 401,600
23	OPERATING EXPENSES	ervices A	IND SUPPLIES		\$91,600
24	Facility Lease/Rental				78,490
	Equipment Lease/Rental				6,000
25	<u>Insurance</u>	DED * ***	EVDENOSO		6,714
26	SUBTOTAL C				\$91,204
27	SUBTOTAL S SUPPLIES A	- /	BENEFITS, TING EXPENSES		\$1,687,500
28	INDIRECT COSTS (12%)				<u>\$202,500</u>
20					
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SUBTOTAL SALARIES, BENEFITS, SUPPLIES, OPERATING EXPENSES, AND INDIRECT COSTS				\$1,890,000
WRAPAROUND FLEX FUNDS (5)				<u>\$210,000</u>
	1AXIMUM COUI	NTY OBLIGATION (7/	1/17-6/30/18)	\$2,100,000
Budget for the	Period of J	l <mark>uly 1, 2018 throu</mark>	gh June 30, 202	<u>1</u>
<u>SALARIES</u>	FTE ⁽¹⁾	Hourly Range <u>Min to Max</u>	Maximum Hourly Rate ⁽²⁾	Annual Budget
<u>DIRECT SERVICE POSITIONS</u>				
Wraparound Supervisor	2.00	35.54-36.54	36.54	152,007
Wraparound Supervisor (bi-lingual)	2.00	36.54-37.54	37.54	156,166
Care Coordinator	6.00	20.50-21.50	21.50	268,320
Care Coordinator (bi-lingual)	6.00	21.50-22.50	22.50	280,800
Parent Partner	6.00	17.00-18.00	18.00	224,640
Parent Partner (bi-lingual)	6.00	18.00-19.00	19.00	237,120
Youth Partner	6.00	19.00-20.00	20.00	249,600
Youth Partner (bi-lingual)	6.00	20.00-21.00	21.00	<u>262,080</u>
SUBTOTAL DIRECT SERVICE SALARIES \$1,830,733 LESS STAFF VACANCIES (5% SUBTOTAL) (91,549)				
DIRECT SERVICE BENEFITS(3)	(19.55% TOT	AL)		340,010
TOTAL DIR	TOTAL DIRECT SALARIES AND BENEFITS			
ADMINISTRATIVE POSITIONS				
Quality Assurance/Billing	1.00 ADMINISTRAT	TIVE SALARIES	43.27 25.00	90,000 <u>52,000</u> \$142,000 <u>35,741</u>
SUBTOTAL	<u>\$177,741</u>			
TOTAL ALL	\$2,256,935			
SERVICES AND SUPPLIES				
Office Expense				21,536
Program Expense				10,911
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Attach	าment Ի	_
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Talanhana	40 000
Telephone	48,000
Mileage ⁽⁵⁾	70,000
Advertising/Recruitment	5,200
Training	4,800
SUBTOTAL SERVICES AND SUPPLIES	\$160,447
OPERATING EXPENSES	
Facility Lease/Rental	120,653
Equipment Lease/Rental	27,736
Insurance	13,603
Electronic Medical Record Fees	9,114
SUBTOTAL OPERATING EXPENSES	\$171,106
SUBTOTAL SALARIES, BENEFITS,	\$2,588,488
SUPPLIES AND OPERATING EXPENSES	ΨZ, JOO, 4 00
INDIRECT COSTS ⁽⁴⁾ (13%)	\$336,512
SUBTOTAL SALARIES, BENEFITS,	
SUPPLIES, OPERATING EXPENSES, AND	\$2,925,000
INDIRECT COSTS	
WRAPAROUND FLEX FUNDS(6)	\$325,000
TOTAL MAXIMUM OBLIGATIONANNUAL BUDGET (7/1/18	\$3,250,000
6/30 /21))

- (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
- (2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.
- (3) Employee Benefits include contributions to 401k or retirement plans; health insurance; dental insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; and expense for accrued vacation time payout, for a

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separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed eighteen and a halfnineteen point fifty five percent (18.519.55%) of the actual salary expense claimed for direct services, and twenty five point seventeen percent (25.17%) of the actual salary expense claimed for administrative services.

- (4) Administrative costs are defined as those costs not solely related to direct services to clients, supervision and program costs (e.g., executive director oversight, technology services, accounting, payroll, etc.) shall be held to no more than fifteen (15%) of total gross program costs.
 - (5) Mileage is limited to the amount allowed by IRS.
- (6) Flex Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. Flex Funds are not available for use by CONTRACTOR in providing program services without prior approval by ADMINISTRATOR.
- 17.1 Expense for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc., willshall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.
- 17.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 19.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation as stated in Subparagraph 19.1, CONTRACTOR and ADMINISTRATOR may mutually WCB0418

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

18. STAFF

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

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

18.2 <u>Program Director</u>

<u>Duties</u>

- 18.2.1 Provide oversight and supervision for the Wrap OC Program, including individual supervision of Wraparound Supervisors one (1) time each week and group supervision one (1) time each week.
- 18.2.2 Ensure agency is compliant with staffing requirements and that staff coverage is maintained, including all on-call assignments.
- 18.2.3 Maintain cooperative and effective working relationships with Wrap OC staff to provide maximum support to Participants and families.
- 18.2.4 Provide clarification, direction, support and emergency crisis management to direct services staff, twenty-four (24) hours a day, seven (7) days a week, including holidays, utilizing an on-call system after normal business hours.
- 18.2.5 Participate in mandatory training and ensure Wrap OC staff participate in mandatory trainings as determined by COUNTY.
- 18.2.6 Provide a periodic, as determined by ADMINISTRATOR, review of randomly sampled POCs using the audit tool provided by ADMINISTRATOR.

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- 18.2.7 Attend quarterly QA meetings with COUNTY's Wrap OC Program Administrator.
- 18.2.8 Attend monthly WRIT and POC presentations, and all monthly Wrap $\underline{\text{OC}}$ Institute Trainings.
- 18.2.9 Review Individual Service Reports (ISR) for accuracy and submit to County by the contractual deadline.
- 18.2.10 Review Wrap OC expenditure forms and invoices for accuracy and submit to ADMINISTRATOR by the contractual deadline.
- 18.2.11 Facilitate, or designate a Supervisor to facilitate, regular Medi-Cal documentation trainings to all Wrap OC Providers, to ensure understanding of compliant Medi-Cal documentation and provide updates on documentation changes per HCA.
- 18.2.12 Monitor staff's Medi-Cal billing productivity to ensure monthly agreed-upon, Direct Service Hours or Units of Service, expectations are met.
- 18.2.13 Monitor and review Medi-Cal billing and IRIS input to ensure agreement between units of service reported to HCA and ADMINISTRATOR.
- 18.2.14 Monitor and review HCA monthly expenditure/revenue report to ensure agreement between units of service and cost of services reported to HCA and ADMINISTRATOR.
- 18.2.15 Review and verify Flex Fund usage procedures are in compliance with CONTRACTOR's established fiscal strategies, and approve Flex Fund expenditures in excess of five hundred dollars (\$500) per expense.
- 18.2.16 Be responsible for timely and accurate collection and submission of monthly reports and outcome evaluation data, as requested by ADMINISTRATOR.
- 18.2.17 Monitor and maintain ongoing and/or annual required background checks and clearances of all Wrap OC staff.

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- 18.2.18 Ensure <u>professional</u> boundaries are established and maintained between staff and Participants and/or Participants' families.
- 18.2.19 Adhere to the Wrap OC Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.

Qualifications

- 18.2.20 Master's degree in psychology, sociology, social work or a related field from an accredited college or university.
- 18.2.21 Licensed or license-eligible Marriage and Family Therapist (MFT) or)/ Licensed Clinical Social Worker (LCSW).) preferred.
- 18.2.22 Three (3) years related counseling experience in addition to at least one (1) year supervisory and administrative experience.
- 18.2.23 Knowledge of theory and techniques of individual, family, and group dynamics, as well as substance abuse issues.
- 18.2.24 One (1) year of experience working with target population as defined in Paragraph 6 of this Exhibit A.
- 18.2.25 Possess a valid California Driver's License and proof of automobile insurance.

18.3 Wraparound Supervisor

<u>Duties</u>

- 18.3.1 Maintain a staffing schedule ensuring that no more than $\frac{\text{ten (10twelve (12)}}{\text{ten schedule ensuring that no more than}}$ Youth Partners, are under his/her direct supervision at any time.
- 18.3.2 Maintain cooperative and effective working relationships with staff in order to provide maximum support to Participants and families.
- 18.3.3 Attend a minimum of one (1) Wrap CFT meeting per month held by ADMINISTRATOR or designee to ensure adherence to Wraparound model.
- 18.3.4 Attend monthly WRIT and POC presentations, and all monthly Wrap $\underline{\text{OC}}$ Institute Trainings.

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- 18.3.5 Inform ADMINISTRATOR immediately of all emergency and/or critical incidents involving Participant and/or Participant's family and submit completed, signed, Special Incident Reports as required by CountyCOUNTY within twenty-four (24) hours of learning of the emergency and/or incident.
- 18.3.6 Ensure that all documents and procedural forms are signed and submitted to WRIT and/or Medi-Cal, as may be appropriate, within designated time frames.
- 18.3.7 Ensure accuracy and timeliness of POC and all other documents requiring Wraparound Supervisor's signature and/or approval.
- 18.3.8 Notify ADMINISTRATOR of changes in Wrap CFT composition, through the update of the phases and Progress Reports.
- 18.3.9 Maintain accountability for all Wrap OC Policies and Procedures as provided by WOG and/or WRIT.
- 18.3.10 Provide orientation and training in Wrap OC to all new Care Coordinators, Parent Partners, and Youth Partners.
- 18.3.11 Facilitate, or assist the Director to facilitate, regular Medi-Cal documentation trainings to all Wrap OC Providers, to ensure understanding of compliant Medi-Cal documentation and provide updates on documentation changes per HCA.
- 18.3.12 Monitor service utilization, review monthly reports and POCs/ Safety Plans, and provide feedback to Care Coordinators.
- 18.3.13 Monitor Flex Fund expenditures, the County's database system entries and reports for accuracy.
- 18.3.14 Monitor situation(s) in which Participant(s) may be atrisk of placement disruption and ensure timely submission of COR.
- 18.3.15 Monitor and report to County all Care Coordinator, Parent Partner and Youth Partner activities if called to testify in Juvenile Court and/or if Wrap OC records are subpoenaed.

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

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

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

- 18.3.19 Participate in mandatory trainings and ensure that Care Coordinators, Parent Partners and Youth Partners also participate in mandatory trainings as determined by ADMINISTRATOR.
- 18.3.20 Provide coverage for Care Coordinators, Parent Partners and Youth Partners, as needed.
- 18.3.21 Attend one (1) Participant and Wrap CFT meeting per Care Coordinator per month and utilize form approved by ADMINISTRATOR, to ensure fidelity_adherence to the Wrap OC process and to provide staff with behavioral feedback.
- Partners in empowering Wrap CFTs; i.e., building on Participant and WCB0418

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Participant's family strengths, meeting Participants and Participants' families' needs, and assisting Participants and Participants' families in utilizing community resources.

- 18.3.23 Conduct meetings, to include Emergency CFTs, with Wrap CFT members to solve challenging issues, as needed.
- 18.3.24 Provide Care Coordinators, Parent Partners and Youth Partners with ongoing assistance to work through crisis situations as well as day-to-day trouble shooting.
- 18.3.25 Review all Participant cases pending conclusion with the Care Coordinator assigned to the case, and ensure adequate transition planning.
- 18.3.26 Conduct regular performance evaluations for staff assigned for supervision.
- 18.3.27 Ensure <u>professional</u> boundaries are established and maintained between staff and Participants and/or Participants' families.
- 18.3.28 Complete all necessary required Medi-Cal documentation for services to all Medi-Cal eligible Participants.
- 18.3.29 Review and approve requests for Flex Fund expenditures, as indicated on the POC and Family Budget.
- 18.3.30 Review and verify Flex Fund usage procedures are in compliance with CONTRACTOR's established fiscal strategies.
- 18.3.31 Review Wrap OC and Medi-Cal case notes, including Notes to Chart located in Medi-Cal notes for services not billable to Medi-Cal, for families served by Care Coordinators under supervision.
- 18.3.32 Review all documentation prepared by Care Coordinators, Parent Partners and Youth Partners under supervision, for services provided by Wrap OC and Medi-Cal.
- 18.3.33 Review program documentation to ensure accuracy and WCB0418 Page 62 of 75 4-17-18

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fidelity adherence to the Wrap OC process.

- 18.3.34 Participate in a minimum of six (6) "Professional Growth for Wraparound Supervisors" trainings each year, as offered by ADMINISTRATOR.
- 18.3.35 Adhere to the Wrap OC Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.

Qualifications

- 18.3.36 Master's degree in social work, psychology, nursing, occupational therapy, or a related field from an accredited college or university.
 - 18.3.37 Licensed or license-eligible MFT or LCSW.
- 18.3.38 One (1) year of experience in human services, preferably case management.
- 18.3.39 One (1) year of experience in care coordination or similar experience.
- 18.3.40 One (1) year of experience working with target population as defined in Paragraph 6 of this Exhibit A.
- 18.3.41 Possess a valid California Driver's License and proof of automobile insurance.
- 18.3.42 This is the only position for which a waiver for minimum education and experience may be accepted.

18.4 Care Coordinator

Duties

18.4.1 Maintain a caseload of eight to ten (8-10) up to twelve (12) referral slots, with an average of fifteen to sixteen (15-16) hours of service contacts per month per Participant or Participant's Wrap CFT. The fifteen-to-sixteen (15-16) hours include telephone and/or face-to-face contacts with the Participant and/or the Participant's family, consultation time as necessary, case management and documentation, and identified crisis WCB0418 Page 63 of 75 4-17-18

time.

- 18.4.2 Assemble the Participant's Wrap CFT within three (3) weeks of case assignment, by interviewing the Participant's family and identifying family members, natural supports, Agency representatives and other persons who are or may be significant to the Participant and/or the Participant's family.
- and their respective Wrap CFTs, and develop the individualized POC based on the Wrap CFT's strengths and needs. The POC shall include a comprehensive, twenty-four (24)-hour Safety Plan. The POC shall reflect the Participant and Participant's family's culture, values and beliefs, and be submitted to ADMINISTRATOR within thirty (30) calendar days of case assignment.
- 18.4.4 Collaborate with the referring parties, Parent Partners, Participants and Participant's parent(s)/caregiver(s) to ensure every Participant is linked to a medical home.
- 18.4.5 Assist the Participant and the Participant's Wrap CFT to access strength-based mental health, social services, education services, and other supports and services as identified by the Participant and the Participant's Wrap CFT, including services available through the PNP.
- 18.4.6 Provide or secure support and crisis/emergency services for the Participant and/or the Participant's Wrap CFT, including services available through the PNP. Said support and crisis/emergency services may be provided through face-to-face contact, phone contact, and/or staff availability by beeper/pager mobile or other on-call system.
- 18.4.7 Ensure that the Participant and the Participant's Wrap CFT are involved in all phases of determining the goals and needs to be identified in the POC.
- 18.4.8 Discuss the provision and quality of activities actually WCB0418 Page 64 of 75 4-17-18

provided with the Participant and the Participant's Wrap CFT, and ensure that activities are responsive to goals and needs identified in the POC.

- 18.4.9 Meet with Participant when scheduled and immediately notify the Participant and the Participant's parent/caregiver, via telephone, when a change in scheduling or a cancellation is unavoidable.
- 18.4.10 Modify the POC whenever services or resources need to be added, modified, and/or deleted.
- 18.4.11 Act as a liaison for the Participant and the Participant's Wrap CFT when new services and/or resources need to be sought and/or developed.
- Participant's family to/from appointments and/or to access services as required. Participant's parent(s), caregiver(s), or other responsible adult identified by the Wrap CFT must accompany the Participant unless approved in advance by the Wraparound Supervisor or Wraparound Director.
- 18.4.13 Maintain cooperative and effective working relationships with each CFT's Parent Partner and Youth Partner, referring agency representative(s), educational liaisons, and/or other formal and/or informal supports, in order to provide maximum support to Participants and families.
- 18.4.14 Ensure <u>professional</u> boundaries are established and maintained between Care Coordinator and Participants and/or Participants' families.
- 18.4.15 Provide <u>clarification</u> supervision, direction, support and/or emergency crisis management to Parent Partners and Youth Partners, twenty-four (24) hours a day, seven (7) days a week, including holidays, utilizing an on-call system after normal business hours.
- 18.4.16 Complete all required Medi-Cal documentation for services to all Medi-Cal eligible Participants.

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- 18.4.17 Complete all necessary documentation required by <u>County</u> <u>COUNTY</u>, including completing and inputting required data into <u>County</u> <u>ADMINISTRATOR</u>'s database system and/or IRIS, and participation in the Wraparound Fidelity Index (WFI) process.
- 18.4.18 Maintain accurate information, ensuring that Participant and family demographic information is updated at all times.
- 18.4.19 Participate in all meetings and training sessions as required by WOG and/or WRIT.
- 18.4.20 Participate in Quality Assurance/Quality Improvement studies as required by WOG and/or WRIT.
- 18.4.21 Participate in a minimum of six (6) Professional Growth for Care Coordinators trainings each year and attend all monthly Wraparound OC Institute Trainings, as offered by ADMINISTRATOR.
- 18.4.22 Adhere to the Wrap OC Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.

Qualifications

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

18.5 <u>Parent Partner</u>

<u>Duties</u>

18.5.1 Provide "one-to-one" interaction with Participant's WCB0418 Page 66 of 75 4-17-18

family in Wrap OC and/or with NMD. The level of "hands-on" interaction will depend upon the individual needs of the family and/or NMD.

- 18.5.2 Attend all scheduled Wrap CFT meetings, and assist engage the Participant and Participant's family and/or NMD in experiencing expressing their respective voices, and choices and ownership of their goals, as stated and agreed upon by the Participant and the Participant's family and Wrap CFT, and as documented in the Participant's POC and Safety Plan.
- 18.5.3 Collaborate with Care Coordinators, referring parties, Participants and Participant's parent(s)/caregiver(s) to ensure that each Participant and Participant's siblings, as applicable, are linked to medical homes.
- 18.5.4 Perform other duties in support of the Wrap OC Program as assigned, including participation in the WFI process.
- 18.5.5 Be available to provide telephone support and crisis deescalation to Participant's family and/or NMD twenty-four (24) hours a day, seven (7) seven days a week, including holidays, through an on-call system after normal direct-services hours.
- 18.5.6 Meet with Participant's family and/or NMD outside of Wrap CFT meetings to support, empower and assist/coach the Participant's family and/or NMD in identifying, selecting, and completing interventions and/or activities.
- 18.5.7 As determined by Wrap CFT, assist the NMD in becoming involved in academic, social and recreational activities; identifying and developing skills required to develop a resume, conduct a job search and obtain employment; locating and obtaining housing; identifying and working toward or completing educational goals; and identifying and developing other self-sufficiency skills. Coach the Participant to become confident and proficient in said activities and other activities of independent living

skills.

18.5.8 Provide transportation to adults/caregivers/parents and NMD only; Parent Partner may not transport minor youth without written permission from ADMINISTRATOR.

- 18.5.8 Understand Provide transportation for Participant(s) and/or Participant's family to/from appointments and/or to access services as required. Participant(s) parent(s), caregiver(s), or other responsible adult identified by the Wrap CFT must accompany the Participant unless approved in advance by the Wraparound Supervisor or Wraparound Director.
- 18.5.9 <u>Possess a clear understanding of</u> the Wrap OC phases, strength-based approach, and team decision making process.
- 18.5.10 Prevent establishing, or creating the illusion of establishing, a permanent Establish a temporary, professional relationship with Participant and/or Participant's family that will terminate upon commencement or discontinuance of Wrap OC.
- 18.5.11 Abstain from, providing tutoring and/or academic support to Participant and/or Participant's family. Parent Partner These services shall not be reimbursed for said services.
- 18.5.12 Maintain a cooperative and effective working relationship with each Participant's Wrap CFT Care Coordinator, Youth Partner, referring parties, educational liaisons and other formal and informal supports of the Wrap CFT, to provide maximum support to families.
- 18.5.13 Assist the family in researching, identifying, developing and obtaining resources to assist the family, as needed.
- 18.5.14 Participate in a minimum of six (6) "Professional Growth for Parent Partners" training sessions each fiscal year, as offered by the Wraparound Support Services Provider, and attend all monthly Wrap $\underline{\text{OC}}$ Institute trainings and any additional training as may be required by ADMINISTRATOR.

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

18.5.16 Maintain required paperwork and documentation.

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

Qualifications

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

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

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

18.5.2018.5.21 May possess personal experience and involvement with COUNTY's Child Welfare Services, Probation Department, Mental Health and/or Foster Care System.

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

18.6 Youth Partner

<u>Duties</u>

18.6.1 Develop a one-to-one relationship with Participant by providing support, guidance and concrete assistance, focusing on the needs of the Participant. Youth Partner shall function as both a positive role model WCB0418 Page 69 of 75 4-17-18

and an advocate for the Participant in the Participant's family or family-like system and community.

- 18.6.2 Role-model appropriate behavior and coping mechanisms, and provide guidance to help Participant gain skills, perspective and experience interacting in a socially responsible manner, without the use of things such as violence, bullying, coercion, truancy, tantrums, manipulation, defiance, disrespectful behavior and/or breaking the law.
- 18.6.3 Adapt to and be flexible with changes in the Wrap OC process and its progression.
- 18.6.4 Extend assistance as stated in this—Subparagraph 18.6 to Participant's minor sibling(s) and/or other child(ren) in the home, as determined by the needs identified by the Wrap CFT.
- 18.6.5 Provide services in the Participant's residence, school, community settings and/or alternate sites as authorized by ADMINISTRATOR.
- 18.6.6 Conduct initial meeting with Participant and Participant's parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.
- 18.6.7 —Document the discussion with Participant and Participant's parent(s)/caregiver(s) after initial meeting and after all subsequent meetings with Participant and/or Participant's parent(s)/caregiver(s), in the-CountyADMINISTRATOR's database system.
- 18.6.7.1 Collaborate with the Participant and the Participant's parent(s)/caregiver(s) and the referring parties to develop a plan with identified interventions to assist the Participant in identifying, establishing, and meeting specific educational, employment-related, social and emotional goals that are important to the Participant.
- 18.6.8 Meet with Participant as scheduled. If a change in scheduling or cancellation is unavoidable, immediately notify the WCB0418 Page 70 of 75 4-17-18

Participant's parent(s)/caregiver(s) via telephone, and provide written justification in a note to the Participant's case file in the ADMINISTRATOR's database system within two (2) business days of change or cancellation.

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

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

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

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

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

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

18.6.15 Teach, model and reinforce the development of age-WCB0418 Page 71 of 75 4-17-18

appropriate social skills required for the development and sustaining of ongoing relationships within the Participant's family and community, i.e., peers, friends, teachers, mentors and other natural supports.

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

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

18.6.18 Provide transportation for Participant(s) and/or sibling(s)—Participant's family to academic, social, recreational and/or employment activities,—/from appointments and/or to access services as determined by Participant and Participant's Wrap CFT. Required. Participant's parent(s), caregiver(s) or other responsible adult identified by the Participant's—Wrap CFT must accompany the Participant and/or sibling(s) unless parent(s)/caregiver(s) has provided prior, written consentapproved in advance by the Wraparound Supervisor or Wraparound Director.

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

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

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18.6.19 Establish and maintain <u>professional</u> boundaries with Participant, and encourage effective communication with Participant and between Participant and Participant's family and Wrap CFT.

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

18.6.21 Abstain from providing tutoring and/or academic support to Participant and/or Participant's family. <u>Youth Partner These services</u> shall not be reimbursed <u>for said services</u>.

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

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

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

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

18.6.26 Maintain required paperwork and documentation, and complete and submit Special Incident Reports as required, as soon as possible WCB0418 Page 73 of 75 4-17-18

1	after an incident but no later than twenty-four (24) hours after the incident.
2	18.6.27 Perform other duties in support of the Wrap OC Program as
3	assigned, including participation in the WFI process.
4	18.6.28 Adhere to the Wrap OC Rules of Conduct as required by
5	CONTRACTOR and ADMINISTRATOR.
6	18.6.2818.6.29 Participate in training related to working with
7	the TFCO-OC model.
8	<u>Qualifications</u>
9	18.6.2918.6.30 Bachelor's degree in human services or a related
10	field from an accredited college or university, or a minimum of one (1) year
11	of experience (preferably more) working with the target population as defined
12	in Paragraph 1Error! Reference source not found. of this Exhibit A.
13	18.6.30 Experience working with TFCO-OC model is preferred.
14	18.6.31 Experience working with youth and/or NMD in an employment
15	or volunteer capacity is preferred.
16	18.6.32 Experience supporting youth in their personal development
17	through regular interactions, leading to a supportive and trusting
18	relationship.
19	18.6.33 Possess a valid California Driver's License and proof of
20	automobile insurance.
21	18.7 Quality Assurance & Billing
22	<u>Duties</u>
23	18.7.1 Assist the Program Director with CONTRACTOR continuous
24	quality assurance and compliance for Wrap OC program.
25	18.7.2 Review documentation for accuracy and fidelity to Wrap OC
26	program.
27	18.7.3 Monitor service utilization and referrals.
28	18.7.4 Assist Program Director to develop, utilize, and track
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Attachment H

1	reliable o	utcome mea	asures and data.	
2		18.7.5	Establish and implement monitors to ensure the accura	СУ
3	and timeli	ness of th	ne POC and all other documents requiring Wrap OC Supervis	or
4	approval.			
5		18.7.6	Compile monthly service reports.	
6		18.7.7	Attend scheduled meetings and trainings as determined	bу
7	Program Di	rector.		
8		18.7.8	Assure compliance with all contract regulations regardi	ng
9	documentat	ion and bi	illing services.	
10		Qualific	<u>cations</u>	
11		18.7.9	High school diploma.	
12		18.7.10	Good interpersonal, written, and verbal communicati	on
13	skills.			
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1	EXHIBIT B
2	ТО
3	AGREEMENT
4	BETWEEN
5	COUNTY OF ORANGE
6	AND
7	SOUTH COAST CHILDREN'S SOCIETY, INC.
8	DBA SOUTH COAST COMMUNITY SERVICES
9	FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES
10	<u>DEFINITIONS</u>
11	1. <u>DEFINITIONS</u>
12	The parties agree to the following terms and definitions CONTRACTOR shall
13	be familiar with the following definitions:
14	1.1 <u>Administrator's Database System</u> : A case management database
15	developed in a collaborative effort between Orange County IT, Social Services
16	Agency (SSA), Health Care Agency (HCA), Probation Department and Wraparound
17	Orange County (Wrap OC) Provider Agencies to:
18	1.1.1 Track Wrap OC data;
19	1.1.2 Create Wrap OC reports;
20	1.1.3 Enable more accurate monitoring of outcomes;
21	1.1.4 Inform decision-making;
22	1.1.5 Facilitate quality assurance; and
23	1.1.6 Improve service delivery.
24	1.2 <u>Adolescent Sex Offender (ASO)</u> : Youth between the ages of twelve
25	and seventeen (12-17) years, who commit illegal sexual acts as defined by the
26	sex crime statutes of the jurisdiction in which the offense has occurred.
27	1.3 <u>Adolescents with Sexual Behavior Problems</u> : Youth with problematic
28	sexual behavior which is not illegal but potentially harmful to the youth such
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as compulsive masturbatory behavior.

- 1.4 <u>Adoption Assistance Program (AAP)</u>: A federally subsidized program that provides funds to encourage adoption of children with special needs and removes the financial disincentives for families to adopt. Funds are intended to benefit children in foster care by providing the security and stability of a permanent home through adoption.
- 1.5 <u>Assembly Bill (AB) 12</u>: AB Chapter 559, Statutes of 2010, amendment to section 17552 of the Family Code, provides transitional support to qualifying youth until age twenty-one (21).
- 1.6 <u>Assembly Bill 3632</u>: See Educationally-Related Mental Health Services.
- 1.7 <u>Assignment</u>: A term used to signify that a child/youth has been accepted as a Participant in Wrap OC, and that the child/youth and his or her family <u>hashave</u> been assigned by Wraparound Review and Intake Team (WRIT) to a Wrap OC Provider Agency.
- 1.8 <u>CalWORKs</u>: The acronym for the California Work Opportunity and Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of the California Welfare and Institutions Code (WIC).
- 1.9 <u>Care Coordinator</u>: Wrap OC Provider Agency staff who is responsible for facilitating the Wrap OC Child and Family Team (Wrap CFT) meetings and guiding the evolution of a Plan of Care (POC) that is family-centered and effective in safely transitioning and/or maintaining the Participant to the least-restrictive family setting with minimal reliance on formal support systems.
- 1.10 <u>Case Number</u>: A unique alpha-numeric identifier established by ADMINISTRATOR for each Participant.
- 1.11 Child and Family Team (CFT): A group of committed individuals, including the Participant, that forms to address the needs of the Participant WCB0418 Page 2 of 22 4-2-18

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1	and ensures the family voice is heard, facilitates family ownership of the
2	POC, and requires that every effort shall be made to ensure family members and
3	family representative(s) constitute a minimum of fifty percent (50%) of the
4	Family Team:
5	1.11.1 The CFT may include:
6	1.11.1.1 Participant's parent(s);
7	1.11.1.2 Selected family members;
8	1.11.1.3 Family representative(s);
9	1.11.1.4 Resource parent(s);
10	1.11.1.5 Guardian(s);
11	1.11.1.6 Adoptive parents; and
12	1.11.1.7 Friends or other support persons who are
13	important to the Participant.
14	1.11.2 The CFT shall include the primary jurisdictional agency
15	representative, including:
16	1.11.2.1 Senior Social Worker (SSW);
17	1.11.2.2 Deputy Probation Officer (DPO);
18	1.11.2.3 Mental Health (MH) Therapist and/or Case
19	Manager;
20	1.11.2.4 Relevant counseling or mental health
21	representatives; and
22	1.11.2.5 Any other person(s) influential in the
23	Participant's and/or Participant's family's lives who may be instrumental in
24	supporting the Participant and/or the Participant's family.
25	1.12 <u>CFT Member</u> : Individuals designated by the Participant and/or
26	Participant's family, who maintain ongoing, regular contact with the
27	Participant and Participant's family, and exhibit the ability to access needed
28	resources. CFT Members are the critical decision-makers and attend CFT
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meetings. Members may include:

- 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 <u>Child Out-of-Home Report (COR)</u>: 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 <u>Child Welfare Services Redesign Supportive Services (CWSRSS)</u>: See Provider Network Program.
- 1.15 <u>Children and Family Services (CFS)</u>: 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 <u>Children with Sexual Behavior Problems</u>: Children ages twelve (12) years and younger who demonstrate developmentally inappropriate or aggressive sexual behavior.
- 1.17 <u>Community-Based Services</u>: 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 <u>Concluded</u>: The term used to signify the closure of a Wrap OC case WCB0418 Page 4 of 22 4-2-18

and/or that the Participant's participation in Wrap OC has concluded.

- 1.19 <u>Congregate Care</u>: A placement for children/youth that includes twenty-four (24)-hour supervision in a highly-structured setting or institution.
- 1.20 <u>Contiguous County</u>: A California county that shares a border with Orange County (i.e., Los Angeles, Riverside, San Bernardino and San Diego Counties).
- 1.21 <u>Cost of Doing Business (CODB)</u>: Expenses incurred as a routine part of conducting business and common to all providers engaged in providing similar services.
- 1.22 <u>Crisis</u>: A period of time when a Participant's emotional and/or functioning stability and/or current living situation is in jeopardy, possibly because of a breakdown in the Participant or Participant's family's ability to effectively and appropriately cope with a situation. A crisis might also include situations when Wrap OC Provider Agency staff determine that the Participant and/or the Participant's family requires immediate assistance, even though protective, physical control, and/or evaluation or safety-assessment measures do not appear to be necessary. Crisis services shall not be designed to provide a response to emergency situations. Examples of a crisis might include:
- 1.22.1 A Participant who refuses to take his/her prescribed medication; refuses to attend or remain in school; or is agitated and/or threatening, and/or may be at risk of losing his/her placement; or
- 1.22.2 A Participant's parent(s)/caregiver(s) who might have just finished managing one of the aforementioned crises and who might be in need of assistance with addressing their own emotional stability.
- 1.23 <u>Crisis Assessment Team (CAT)</u>: A team that provides twenty-four (24)-hour mobile response services to any adult or youth experiencing a WCB0418 Page 5 of 22 4-2-18

behavioral health crisis. Calls to provide crisis intervention to individuals living with mental health issues may come from law enforcement officers in the field, ADMINISTRATOR staff, and concerned family members. CAT conducts risk assessments, initiates involuntary hospitalizations when necessary, provides resources and linkage, and conducts follow-up contacts for individuals assessed.

- 1.24 <u>Crisis Plan</u>: A written plan developed by a Provider Network Program Agency with the Participant, whenever possible, and the Participant's family to identify steps designed to prevent and/or deescalate a crisis; or, in the event additional interventions are necessary, to provide information to the Participant and/or the Participant's family to enable them to obtain appropriate supportive services in the community.
- 1.25 <u>Cultural Competency</u>: A responsive awareness and acceptance of cultural differences, an awareness of one's own cultural values; an understanding of the "dynamics of difference" in the helping process; a basic knowledge about each Participant and Participant's family's culture and the ability to adapt practice skills to fit the cultural needs of the children, youth and families.
- 1.26 <u>Culturally Responsive</u>: To display a general knowledge of cultural values and mores of individuals from diverse ethnic groups and the ability to adapt practice accordingly. A willingness and ability to recognize and interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, respects, affirms, and values the worth of individuals, families, and communities as well as protects the dignity of each person.
- 1.27 <u>Dependent</u>: A child/youth who is under the jurisdiction of the Orange County Juvenile Court as a result of abuse and/or neglect, and who is under the supervision of SSA.

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- 1.28 <u>Diagnosis</u>: The nature of the Participant's medical disorder and/or, as it more generally applies to Wrap OC, the Participant's mental health disorder, per the most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric Association.
- 1.29 <u>Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)</u>: Federal Medicaid (known in the State of California as Medi-Cal) law that permits a state to cover specific services necessary to address, correct and/or ameliorate a mental illness, even if the service is not otherwise included in the state's Medi-Cal Plan. EPSDT covers eligible persons age twenty-one (21) years and younger.
- 1.30 Educationally-Related Mental Health Services: Formerly known as AB 3632; also known as Chapter 26.5; currently known as AB 114. Also referred to as Educationally-Required Mental Health Services or Educationally-Related Behavioral Services. The Individuals with Disabilities Education Act (IDEA) requires that schools provide the services necessary for a child/youth to benefit from/access his/her education. It also establishes procedures governing referrals of pupils to community mental health services and the responsibilities of those entities. Services might include, but not be limited to, the following:
- 1.30.1 Assessment and interpretation of mental health needs with integration of information in service planning;
- 1.30.2 Consultation with the student, family and staff to develop an appropriate program;
- 1.30.3 Individual, group, family and/or parent counseling provided by qualified social workers, psychologists, guidance counselors or other qualified personnel, including therapeutic counseling when required;
- 1.30.4 Teaching education rights' holders the skills to enable WCB0418 Page 7 of 22 4-2-18

1	them to support implementation of a youth's Individualized Education Plan
2	(IEP);
3	1.30.5 Positive behavior intervention, including 1:1 behavioral
4	aides;
5	1.30.6 Assessment for and administration and management of
6	medications; and
7	1.30.7 Residential placement.
8	1.31 <u>Eligible Child/Youth/NMD</u> : Child/youth/Non-Minor Dependents (NMD)
9	who meet the following criteria:
10	1.31.1 Ages birth to eighteen (0-18) years;
11	1.31.2 Adjudicated as either a dependent or ward of the juvenile
12	court pursuant to WIC Sections 300 or 602;
13	1.31.3 NMD pursuant to WIC Section 11400(v), which is a foster
14	child who has attained the age of eighteen (18) years while in foster care and
15	is younger than twenty-one (21) years;
16	1.31.4 Have an approved or potential place to reside in the
17	community with a parent/guardian, relative caregiver, non-related extended
18	family member (NREFM) or <mark>r</mark> esource parent (formerly known as foster parent)
19	who has agreed to participate in Wrap OC; or
20	1.31.5 At risk of or placed in congregate care that is licensed
21	by California Department of Social Services (CDSS), formerly at a Rate
22	Classification Level (RCL) of ten to sixteen (10-16) or higher, and that
23	focuses on care for children/youth/NMD who:
24	1.31.5.1 Exhibit significant emotional and/or
25	behavioral disturbance;
26	1.31.5.2 Require highly structured environments;
27	1.31.5.3 Require specialized treatment;
28	1.31.5.4 Exhibit behavior including, but not limited
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to, one or more of the following behaviors: frequent running away/AWOL, gang involvement, tagging, property destruction, self-harming, possession of deadly weapons, adjudicated sex offenders, possession of alcohol and drugs for use or sales, juvenile perpetrator, substance abuse disorder, fire starter, sexualized behavior, sexual exploitation, multiple placements, minor criminal behavior, oppositional defiant behavior, aggression, assaultive toward others, educational deficiencies, habitual school truancy and/or other school-related behavior problems, post-traumatic stress, behaviors beyond the control of parent(s) and/or primary caregiver(s), recognized mild developmental disorder, significant mental health disorders, one (1) or more hospitalizations in a mental health facility, or child/youth/NMD has previously received other intensified services. In addition, child/youth/NMD may have been raised in families with multi-generational criminal justice involvement, social services involvement, and/or mental health disorders.

- 1.32 <u>Emergency</u>: A period of time when a Participant's immediate situation is physically threatening and medical, protective (Child Abuse Registry), law enforcement (police), and/or psychiatric evaluation measures are required. Such emergencies would include situations in which the Participant or the Participant's family member(s) become physically aggressive, suicidal, and/or report aggressive command hallucinations, etc.
- 1.33 <u>Emergency CFT Meeting</u>: May be held to address Participant's safety issues and placement concerns but must occur within twenty-four (24) hours of the incident that triggers the need for the meeting and/or change of circumstances.
- 1.34 <u>Emergency Fund</u>: Funds reserved to deal with any unanticipated emergencies experienced by individual Participants and/or Participants' families.
- 1.35 <u>Emergency Response (ER)</u>: A program in CFS in which social workers WCB0418 Page 9 of 22 4-2-18

respond to Child Abuse Registry (CAR) referrals that are determined to meet the legal definition for suspected child abuse and/or neglect. ER social workers investigate allegations of child maltreatment, assess risk and child safety, and determine whether preventative services or protective custody interventions are required.

- 1.36 <u>Enrollment Date</u>: The date a child/youth/NMD is enrolled in a Wrap OC referral SB 163 slot.
- 1.37 Extended Foster Care (EFC) Program: Under the provision of AB 12, this program allows foster youth to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age eighteen (18), as long as the foster youth meets all of the following requirements:
 - 1.37.1 Meeting one (1) of five (5) participation requirements;
 - 1.37.2 Living in an approved or licensed home or facility; and
 - 1.37.3 Meeting other eligibility requirements.
- 1.38 Family(ies): Participant's parent(s), siblings and other relatives related to the Participant by blood, marriage, or non-relative extended family connection. Families include the adult(s) committed to a Participant and/or able to meet the Participant's needs. In most cases, the family will be the Participant's birth family or kin. In some cases, it might include a step-parent or blended family that has a significant healthy attachment. In other cases, it will be an adoptive family or a foster recommendate (formerly known as foster) family with the potential to become a permanent family for the Participant. In rare circumstances, a family must be developed. In most cases, the Participant will be able to identify the family that has a commitment to the Participant or that has the potential to develop a commitment. This may include extended family or others who are seen by the Participant as significant and supportive.

- 1.39 <u>Family-Centered</u>: The needs of children addressed in the context of their families. Parent(s) or primary caregiver(s) will participate in all aspects of the development and implementation of the POC, support, and services, to the degree they are able and to the extent permitted by any outstanding orders of the court.
- 1.40 <u>Family Maintenance Collaborative Services (FMCS)</u>: A voluntary CFS program for time-limited preventative services designed to: stabilize and maintain non-dependent children, who have been determined to be at high-risk of child abuse or neglect, in their homes/families; promote child safety; link families to community-based resources; and reduce the need for protective custody.
- 1.41 <u>Family Representative</u>: Anyone who has a meaningful connection with the Participant and is seen by the Participant as significant and supportive. A family representative may include family member(s), relative(s), neighbor(s), or others who are involved with and important to the Participant, such as a football coach or school teacher.
- 1.42 <u>Family Review Process</u>: The method of ensuring a system of care support, quality assurance, and continuous system improvement that provides family collaboration, facilitates quality assurance and continuous system improvement, involves periodic reviews and monitoring of individual POCs and outcomes, provides systemic support at both the Participant and Participant's family's level and the system-practice level. This includes consultation between the Wrap OC Provider Agency and WRIT or its designee.
- 1.43 <u>Family Setting</u>: A living arrangement, which includes or will include the Participant and one or more relatives or caregivers, who are willing to participate in a strength-based process and willing to work toward permanency. This might include parents, relative placements, NREFM placements, guardianships, *Resource families, or adoptive parents.

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- 1.44 <u>Flex Funds</u>: Term used to identify the flexible use of State and County foster care funds and AAP funds needed to:
 - 1.44.1 Facilitate family self-sufficiency;
- 1.44.2 Assist the family in meeting their basic needs to enable the Participant to remain with or be transitioned to their respective families or family-like settings;
- 1.44.3 Aid the Participant and/or Participant's family members in developing and implementing more appropriate coping skills and behavior; and
- 1.44.4 Enable funding to be used for individualized, intensive Wrap OC interventions and services, which include the creative use of funding to enable Participants to remain safely in the least-restrictive setting, ideally with their respective families or in family-like settings.
- 1.45 <u>Formal Supports</u>: System-based services and supports provided by professionals (or other individuals who are paid to care) that include a structure of requirements for which there is oversight by state or federal agencies, national professional associations, and/or the general public.
- 1.46 <u>Health Care Agency (HCA)</u>: County of Orange Agency authorized by the State of California Medi-Cal Program to provide services, submit claims, and receive payments for Medi-Cal reimbursable activities.
- 1.47 <u>Individual Service Report (ISR)</u>: A flex fund expenditure report, generated monthly by each Wrap OC Provider Agency, that identifies Youth Partner, Parent Partner, Care Coordinator, and all other case-specific Wrap OC costs incurred each month.
- 1.48 <u>Individualized Services</u>: Services tailored to the specific, unique needs of the Participant and/or Participant's family; incorporating a flexible, creative approach to treatment planning based on an assessment of needs, resources, and family strengths; and including the use of formal and WCB0418

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informal supports and services.

- 1.49 Informal Supports: Community-based services and supports provided by individuals and/or organizations that exist or can be developed in the Participant/Participant's family's community, kinship, social and/or spiritual Interventions and/or activities that utilize friends. extended family members, clergy and/or other faith-based mentors, neighbors, educators, coaches, local business persons, other persons who are not paid to care, and so forth.
- 1.50 In-Home Safety Aide (IHSA): Provider Network Program Agency paraprofessional staff who provides direct behaviorally-based. in-home parental aid, and in-home monitoring services to Participants and Participants' parent/caregiver(s).
- 1.51 Intake Referral: A completed referral form, with all supporting documentation, initialed by a SSW, DPO, or MH Therapist/Case Manager to enroll a child/youth/NMD in Wrap OC.
- 1.52 Licensed Therapist: A mental health care professional who is licensed as a Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist (MFT), or Psychologist Ph.D.
- 1.53 Life Area: Areas of basic human needs including: Family Educational: Vocational/Work: Relationships: Livina Environment: Social/Recreational; Financial; Cultural; Emotional/Psychological; Medical/Health; Spiritual; Safety; and Legal. At its sole discretion, ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or modify the identified life areas.
 - 1.54 Linkages: Relationships between CONTRACTOR and services in the community to the benefit of Participants and Participants' families.
- 1.55 Medical Home: A team-based health care delivery model of primary care to patients with a goal to obtain maximal health outcomes. Also known as WCB0418 Page 13 of 22 4-2-18

the Patient-Centered Medical Home (PCMH) and typically is a Primary Care Physician, Pediatrician, or Group.

- 1.56 <u>Multi-Disciplinary Consultation Team (MDCT)</u>: A team collaboration including representatives from SSA and HCA, and may include representatives from Probation and/or Orange County Department of Education. MDCT serves as a resource to assist families with non-dependent children/youth who are at-risk for maltreatment. It is designed to reduce the need for protective custody and out-of-home placement, and to stabilize and strengthen the family through coordination of available community-based resources and services.
- 1.57 <u>Non-Minor Dependent (NMD)</u>: A foster child who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years, pursuant to WIC Section 11400(v). The NMD must meet at least one (1) of the AB 12 participation requirements and must participate in a Transitional Independent Living Plan (TILP) under the support of SSA.
- 1.58 <u>Out-of-County</u>: Any California county other than Orange County. May also be extended to include out-of-state as deemed necessary.
- 1.59 <u>Parent Partner</u>: Wrap OC Provider Agency staff who provides support to the Family Team, and the Participant's parent(s)/caregiver(s) in particular. The Parent Partner shall have personal experience (ideally as a parent) with services provided through the COUNTY's Child Welfare Services, Probation, or Mental Health System for a minor child(ren) or person(s) who may be emotionally/behaviorally disturbed.
- 1.60 <u>Participant</u>: A child/youth/NMD who meets the criteria for an Eligible Child as defined in this Exhibit B and has been accepted into a Pre-Enrollment, Enrollment, or Post-Enrollment slot in Wrap OC.
- 1.61 Plan Of Care (POC): A written plan, which might also include items to help the Participant and/or the Participant's family comply with any orders of the Juvenile Court (dependency and/or Probation), and developed and WCB0418 Page 14 of 22 4-2-18

signed by the Family Team. POC shall include the following elements:

- 1.61.1 Participant and Participant's family's statement of overall goal(s) or vision;
- 1.61.2 Strengths of the Participant and Participant's family member(s);
- 1.61.3 Needs, as defined by specific life areas that must be met to achieve the goal(s) of the Participant and Participant's family;
 - 1.61.4 Proactive and reactive Safety Plans;
- 1.61.5 Type, frequency, and duration of intervention strategies and activities:
- 1.61.6 Identification of financial responsibility for all POC components; and
 - 1.61.7 Desired outcomes of Wrap OC.
- 1.62 <u>Pre-Enrollment Date</u>: The date the Participant is assigned to a Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment date.
- 1.63 <u>Provider Network Program (PNP)</u>: A network of agencies contracted to provide diverse and tailored services through a fee-for-service and outcome-based approach, for children and families served in Wrap OC by SSA in partnership with HCA and Probation. This program is also known as Child Welfare Services Redesign Supportive Services (CWSRSS).
- 1.64 <u>Post-Enrollment Date</u>: The date the Participant is removed from an Enrolled Wrap OC referral slot. Participant and Participant's family may continue to be involved in Wrap OC with the Wrap OC Provider Agency for the duration of the POC in effect, up to three (3) months, after which the Participant will conclude from Wrap OC. The length of the post-enrollment period is set in the Participant's POC and must be approved by a Wrap OC liaison (or designee).

- 1.65 <u>Quality Assurance (QA)</u>: The methods, including the use of interdisciplinary teams, established by ADMINISTRATOR to review processes, performance, and outcome measures, and identify opportunities for improvement.
- 1.66 Rate Classification Level (RCL): Formerly the level established by CDSS for a residential treatment or group home using a point system to measure the level or intensity of care and supervision required and provided. Points were based on the number of hours per child, per month, of services provided in Child Care and Supervision, Social Work Activities, and Mental Health Treatment Services.
- 1.67 <u>Referral Slot</u>: An allotted place in Wrap OC Program that includes an alpha-numeric identifier, which identifies the referring Agency and funding status of a case, and is assigned to each Participant.
- 1.68 <u>Senate Bill (SB) 163</u>: A bill that allows counties the flexible use of State foster care dollars designed to provide eligible children with family-based service alternatives to group home care and also known as Wraparound Services project; uses Wraparound as the process for creating individualized services and supports for Participants and their respective families; and serves children/youth/NMDs who are currently residing in, or at risk of being placed in, a group home which was formerly licensed at an RCL of ten to sixteen (10-16).
- 1.691.68 Safety Plan: A plan developed by the Wrap CFT, which includes the Participant and the Participant's family and/or caregiver(s), in conjunction with the POC. The Safety Plan provides the Participant and Participant's family with actions, contacts, responses, and responsibilities to respond to crises, which a child/youth/NMD or family can reasonably predict, while in Wrap OC. It also plans for Participants with histories of violence, sexual acting out, delinquency, and family members with histories of substance abuse and/or other problems. The Safety Plan shall address Page 16 of 22

specific, identified behavioral issues and triggers to ensure these behaviors/triggers are mitigated and/or controlled. It also shall inform the Participant's family, all Wrap CFT members and all Wrap OC service providers, as appropriate, of these plans to ensure they are aware of and knowledgeable about how to implement the crisis management strategy and how to contact the Wrap OC Provider Agency.

1.701.69 Satisfaction Surveys: Surveys that measure Participant's, Participant's families, and the referring Wrap OC Provider Agency's overall satisfaction with Wrap OC and its specific aspects in order to recognize strengths, and identify problems and opportunities for improvement.

 $\frac{1.71}{1.70}$ Self-Sufficiency: The ability to secure the services and supports each Participant and Participant's family needs to meet the needs of the family and its individual members, without continued assistance of Wrap OC.

1.71 Senate Bill (SB) 163: A bill that allows counties the flexible use of State foster care dollars designed to provide eligible children with family-based service alternatives to congregate care and also known as Wraparound Services project; uses Wraparound as the process for creating individualized services and supports for Participants and their respective families; and serves children/youth/NMDs who are currently residing in, or at risk of being placed in, congregate care or an STRTP which was formerly licensed at an RCL of ten to sixteen (10-16).

1.72 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by CDSS pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and supervision, services and supports, treatment, and short-term 24-hour care and supervision to children with the aim of moving the youth to a less restrictive environment within six months.

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The care and supervision provided by a short-term residential therapeutic program shall be nonmedical, except as otherwise permitted by law. Private short-term residential therapeutic programs shall be organized and operated on a nonprofit basis.

1.721.73 Special Incident: A significant event in Participant's Events may include, but are not limited to: Participant or life. Participant's family member's serious injury or death, occurrence of child/youth/NMD or dependent adult or elder maltreatment, hospitalization, delinguent acts. violence. property damage, Absent Without Leave (AWOL)/runaway episodes, illegal activity, and involvement with law enforcement.

1.731.74 Success: The measures that determine the overall impact of Wrap OC involvement with the Participant and the Participant's family at the time of closure. Measures may include, but are not limited to: Participant's increased school attendance, Participant's improved academics, Participant residing in a family setting, decreased problematic behaviors, increased use of appropriate coping skills by the Participant and/or the Participant's family, and increased perception of met needs by the Participant and/or the Participant's family.

1.741.75 <u>Supervised Independent Living Placement (SILP)</u>: The type of foster care placement for young adults who are developmentally ready to live in a less-restrictive environment that is intended to provide an opportunity for independent living experiences while receiving a safety net of support and services.

1.751.76 Technical Assistance Meeting: A structured meeting with WRIT, the referring party, and the Wrap OC Provider Agency that is requested when a Wrap OC Team has reached a challenge in the Wrap OC process with a particular family. The meeting is facilitated by WRIT and is designed to WCB0418

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provide support and assistance in moving the Wrap OC team, including the Participant and the Participant's family, forward. It shall be attended by the referring party and his or her supervisor, the Wrap OC Team's Care Coordinator, Parent Partner, Youth Partner, Supervisor, and members of WRIT.

1.761.77 Trauma-Informed Practice: A strengths-based framework grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both survivors (Participants and Participants' families) and providers, and that creates opportunities for survivors/Participants and Participants' families to rebuild a sense of control and empowerment. Professionals who provide trauma-informed care and practice to children/youth and families involved with the child welfare system and/or the probation system, must understand the impact of trauma on child development and learn how to effectively minimize its effects without causing additional trauma.

1.771.78 Treatment Foster Care Oregon - Orange County (TFCO-OC): An evidence-based treatment model used to serve youth who exhibit high needs by providing an alternative to congregate care for youth who meet the following requirements: eligible for Wrap OC, have an identified family with whom to live following the Participant's involvement in TFCO-OC. TFCO-OC includes the use of treatment foster homes, which are located in the community, and a clinical team to help stabilize the TFCO-OC Participant's behavior. It also prepares the Participant's after-care family to receive the Participant into their home, typically within six to twelve (6-12) months.

1.781.79 TFCO-OC Youth Partner: Wrap OC Provider Agency staff who provide consistent, reinforcing support to Participants in TFCO-OC by helping Participants learn, practice, and demonstrate pro-social behavior, problemsolving, and appropriate coping skills.

1.791.80 Tutor: PNP Agency staff with demonstrated proficiency in WCB0418 Page 19 of 22 4-2-18

the subject matter assigned, who assists students with queries and difficulties relating to the subject matter, and who has received additional training in tutoring children with emotional and behavioral problems.

1.801.81 Tutoring: One-to-one instruction and academic coaching in one (1) or more academic subject(s).

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

1.821.83 Wraparound Fidelity Index (WFI): The survey process that measures eleven (11) elements of the Wrap OC process for Wrap OC Participant(s), Participant's primary caregiver, Parent Partner, Youth Partner and Care Coordinator. The process is completed through brief, confidential telephone interviews with families who agree to participate, and it is administered by a neutral third party.

1.831.84 Wraparound Orange County (Wrap OC): A program authorized by SB 163 that allows the flexible use of State foster care dollars to provide eligible children/youth with family-based service alternatives to congregate care. It is administered by SSA in partnership with HCA and Probation, and it provides a collaborative, highly-individualized process for creating specific, unique resources and services to engage Participants and their families. It is designed to maximize the capacity of each family to meet the child/youth's needs and to prevent or reduce the need for residential placement.

1.841.85 Wrap OC Child and Family Team (Wrap CFT): Group that forms to meet the needs of an eligible child/youth/NMD through whatever means possible. In order to ensure family voice and ownership in the POC, every WCB0418 Page 20 of 22 4-2-18

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effort shall be made to ensure family members and family representative(s) constitute a minimum of fifty percent (50%) of the Wrap CFT. This team includes the Participant and:

 $\frac{1.84.1}{1.85.1}$ Participant's parent(s) and/or selected family members, family representative, resource parent or guardian;

1.84.21.85.2 The appropriate representative of the primary jurisdictional agency (SSW, DPO, MH Clinician, etc.);

1.84.31.85.3 Relevant counseling or mental health representatives; and

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

1.851.86 Wrap CFT Member: Participant, Participant's Family, Care Coordinator, Parent Partner, Youth Partner, if applicable, and any traditional or non-traditional support system, significant other, professional, or natural support designated by the Participant and/or Participant's Family. Wrap CFT members are the critical decision-makers, attend Wrap CFT meetings, have regular contact with the Participant and Participant's Family, and are able to access needed resources.

1.861.87 Wrap OC PlanModel: The planWrap OC mode, which was approved by the County of Orange Board of Supervisors and the CDSS, which details the COUNTY's plan to use Wraparound funding to provide eligible children/youth with family based service alternatives to congregate care. The Wrap OC model utilizes a combination of funding from both child welfare services and Medical funds approved by HCA, as the County's Mental Health provider. Child welfare services funding enables Wrap OC to provide more strength-based, flexible services and supports to Participants and their families; whereas

Medi-Cal funding, by definition, is more deficit-based and requires extensive documentation to ensure services meet medical necessity, all Medi-Cal guidelines, and claiming requirements.

 $\frac{1.871.88}{1.88}$ Wrap OC Provider Agency: A community-based organization under contract with COUNTY to implement Wrap OC to a specific number of Participants and their respective families, including siblings and parent(s)/caregiver(s).

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

1.891.90 Wraparound Review and Intake Team (WRIT): A group that includes a parent representative and representatives from SSA/CFS, HCA/Behavioral Health Services, Probation, CONTRACTOR, and Orange County Department of Education. WRIT reviews eligibility for Wrap OC, establishes the Wraparound rate per CDSS directives, and provides consultation to Wrap OC Provider Agencies in the Family Review Process.

1.901.91 Youth Partner: Wrap OC Provider Agency staff that provides consistent, reinforcing support to Participant. Youth Partner shall assist Participant(s) in learning, practicing, and exhibiting pro-social behaviors, problem solving, and appropriate coping skills; mentor youth by modeling pro-social behavior, and encourage Participants to complete their Probation requirements, as may be applicable

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Attachment H /// /// /// /// /// /// /// /// Page 23 of 22 WCB0418 4-2-18

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