

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND

NEW ALTERNATIVES, INC.

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY DIRECT SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and NEW ALTERNATIVES, INC., a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal, for Wraparound Orange County Direct and Support Services in 2022;

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

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

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

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Contract; 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. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

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

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

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 Contract. 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

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and

supplies, as described in Attachment A to the Contract between County of Orange and New Alternatives, Inc., for the Provision of Wraparound Orange County (Wrap OC) Direct Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract 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 funding obligation, as set forth in this Contract, 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 and its personnel, described in Paragraph 26 of this Contract, who are subject to individual registration and/or licensing requirements, have 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 Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. 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. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, 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 (SSA), 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 Contracts 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. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, 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 Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Contract and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract 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.

7.1.1 Subcontracts of \$50,000 or less

7.1.1.1 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 Contract. 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.

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 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 Contract. 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.

7.1.2.2 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 Contract. 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 Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. 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.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 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:

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

8.2 Change in Form of Business Organization

If, during the term of this Contract, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses that could impact services provided through this Contract, 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 Contract.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. NON-DISCRIMINATION

9.1 In the performance of this Contract, 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.

9.2 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 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 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).

9.3.2 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.

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

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 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 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 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70
Sacramento, CA 94244-2430
Telephone: (916) 654-2107
Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights
U.S. Department of Health and Human Services
90 7th Street, Suite 4-100
San Francisco, CA 94103
Customer Response Center: (800) 368-1019

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> [Social Services Agency (SSA) Contractor and Vendor Compliance page]

10. NOTICES

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

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

CONTRACTOR: New Alternatives, Inc.

P.O. Box 34219
San Diego, CA 92163-4219

- 10.2 All notices shall be deemed effective when in writing and when:
- 10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;
 - 10.2.2 Sent by Email;
 - 10.2.3 Faxed and transmission confirmed; or
 - 10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- 10.3 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.

11. NOTICE OF DELAYS

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

12. INDEMNIFICATION

12.1 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 Contract. 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.

13. INSURANCE

- 13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.
- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract 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 Contract. 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 Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in the contract.
- 13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.
- 13.5 Qualified Insurer
- 13.5.1 The policy or policies of insurance 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).

- 13.6 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 ratings.
- 13.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|---|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Automobile Liability including coverage for owned or scheduled non-owned and hired vehicles | \$1,000,000 combined single limit each accident |
| Passenger Vehicles up to four (4) passengers, not including the driver | \$1,000,000 per occurrence |
| Passenger Vehicles up to seven (7) passengers, not including the driver | \$2,000,000 per occurrence |
| Passenger Vehicles for eight (8) or more passengers, not including the driver | \$5,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employer's Liability Insurance | \$1,000,000 per accident or disease |
| Network Security & Privacy Liability | \$1,000,000 per claims-made |
| Professional Liability Insurance | \$1,000,000 per claims-made or occurrence \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

- 13.8 Increased insurance limits may be satisfied with Excess/Umbrella policies.

Excess/Umbrella policies when required must provide Follow Form coverage.

13.9 Required Coverage Forms

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

13.9.2 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.

13.10 Required Endorsements

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

13.10.1.1 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.

13.10.1.2 A primary non-contributory 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.

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

13.10.2.1 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.

13.10.2.2 A primary and non-contributory 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.

- 13.11 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.
- 13.12 All insurance policies required by this Contract 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.
- 13.13 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to 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 Contract.
- 13.14 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are "Claims-Made" policies, CONTRACTOR shall agree to the following:
- 13.14.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract services.
- 13.14.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of contract services.
- 13.14.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.
- 13.15 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).
- 13.16 Insurance certificates should be mailed to COUNTY at the address indicated in

Paragraph 10 of this Contract.

- 13.17 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.
- 13.18 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 Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.19 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 Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.20 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 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

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

- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Contract. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
- 14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
- 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or

relating to services performed by CONTRACTOR under this Contract.

14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

14.5 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 Contract.

14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing 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 in the performance of their duties.

15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

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.

17. SUPPLANTING GOVERNMENT FUNDS

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

18. EQUIPMENT

18.1 All items purchased with funds provided under this Contract, 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 Contract. Upon the termination of this Contract, 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:

- 18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
- 18.1.2 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.
- 18.1.3 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.

18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, 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.

18.2 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 Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. 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.

18.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, 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 above in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. 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 Contract:

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

19.1.2 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

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

20. PAYMENTS

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$10,650,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

20.1.1 \$3,550,000 for July 1, 2023, through June 30, 2024;

20.1.2 \$3,550,000 for July 1, 2024, through June 30, 2025; and

20.1.3 \$3,550,000 for July 1, 2025, through June 30, 2026.

20.2 Allowable Costs

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

20.3 Claims

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.3.4. In the event the twentieth (20th) 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 Jr. 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.

20.3.2 All claims must be submitted on a form approved by 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 Contract.

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

20.3.4 Year-End and Final Claims

20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th 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.

20.3.4.2 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 Contract; limited, however, to the maximum funding 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.

21. OVERPAYMENTS

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

22. OUTSTANDING DEBT

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

23. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Contract, which shall summarize the activities and services provided by CONTRACTOR during the term of this Contract. 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 Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, 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 Contract. 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 Contract 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. RECORDS, INSPECTIONS, AND AUDITS

25.1 Financial Records

25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Contract, 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 Contract in a form acceptable to ADMINISTRATOR.

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Contract for a minimum of five (5) years from the date of final payment under this Contract, 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 Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2 of this Contract.

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 Contract.

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 Contract, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

25.4 Inspections and Audits

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 Contract. 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 Contract 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 Contract.

25.5 Evaluation Studies

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. PERSONNEL DISCLOSURE

26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 16 of Attachment A (hereinafter referred to as "Personnel").

26.2 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:

- 26.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;
 - 26.2.2 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;
 - 26.2.3 The professional degree, if applicable, and experience required for each position; and
 - 26.2.4 The language skill, if applicable, for all Personnel.
- 26.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CONTRACTOR shall require prospective Personnel 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 Personnel shall be cause for termination from the performance of services under this Contract.
- 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 Personnel who will have direct, interactive contact with clients served through this Contract: U.S. Department of Justice 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 Personnel who will have direct, interactive contact with clients served through this Contract. 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 Contract.
- 26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's

Personnel providing services under this Contract.

- 26.7 In the event a record is revealed through the processes described in above Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 26.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract 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 Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, 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 Personnel performing services under this Contract, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract 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 Contract, pursuant to Paragraph 19 above.
- 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Contract. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.
- 26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph

26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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 Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter 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 Contract.

28. 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 Contract 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 Contract 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.

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY

LAW

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

30. CONFIDENTIALITY

30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5, 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.

30.2 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 Contract. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract 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 Contract.

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

30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

30.5 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.

30.5.1 No access, disclosure, or release of information regarding a child who is

the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

30.5.2 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.

31. SECURITY

31.1 Security Requirements

31.1.1 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 Contract. CONTRACTOR represents and warrants that it has implemented and will maintain during the term of this Contract 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:

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

31.1.1.2 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.

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

31.1.1.4 Firewall protection.

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

31.1.1.6 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 Contract administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

31.2 Security Breach Notification

31.2.1 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 compromise 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:

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

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

31.2.1.3 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.

31.2.2 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.

32. 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 Contract, including those covered by copyright.

33. 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 Contract 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.

34. SERVICES DURING EMERGENCY AND/OR DISASTER

34.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require

resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

35.1 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.

35.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

35.2.1 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;

35.2.2 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;

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

35.2.3.1 Any commercial product or service; and

35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, 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 Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

36. REPORTS

36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.

36.2 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 Contract, 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.

37. 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).

38. 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:

- 38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 38.2 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
- 38.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

39.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. 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 includes the text below in Subparagraphs 39.1.1 - 39.1.1.4.

39.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

39.1.1.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress 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 contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.

39.1.1.2 If any funds other than 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 in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

39.1.1.3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.

39.1.1.4 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

40. 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.

41. TERMINATION PROVISIONS

41.1 ADMINISTRATOR may terminate this Contract 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 Contract 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 Contract shall relieve COUNTY of all further obligations under this Contract.

- 41.2 For ninety (90) calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("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.
- 41.3 In the event of termination of this Contract, 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 Contract.
- 41.4 The obligations of COUNTY under this Contract 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 Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this

Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

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

42. COOPERATIVE CONTRACT

42.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.

42.2 The provisions and pricing of this Contract will be extended to other governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents, providing for their own acceptance, and making any subsequent payments. CONTRACTOR shall be required to include in any subordinate contract entered into with another governmental entity pursuant to this Contract, a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. Governmental entities are responsible for obtaining all certificates of insurance, endorsements and bonds required. The Parties agree that any other governmental entity utilizing this Contract shall not be deemed to be an agent or employee of County for any purpose whatsoever. The CONTRACTOR is responsible for providing each governmental entity a copy of this Contract upon request. The County of Orange makes no guarantee of usage by other users of this Contract.

42.3 The CONTRACTOR shall be required to maintain a list of the County of Orange departments and governmental entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the

County, at the County's request.

42.4 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract up to a maximum of one year; however, in no case shall a subordinate contract exceed five (5) years in duration.

43. GOVERNING LAW AND VENUE

This Contract 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 Contract, 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. SIGNATURE IN COUNTERPARTS

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

44.2 CONTRACTOR represents and warrants that the person executing this Contract 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 Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.


Contractor: NEW ALTERNATIVES, INC.

Tim Farley

Assistant Executive Director

Print Name

Title

DocuSigned by:

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Signature

3/14/2023 | 5:13:43 PM PDT

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Amy Hernandez

Deputy Purchasing Agent

Print Name

Title

Signature

Date


APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:

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Signature

3/14/2023 | 5:14:43 PM PDT

Date

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF WRAPAROUND ORANGE COUNTY 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 child/youth and Non-Minor Dependent (NMD) 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 a Residential/Short-Term Residential Treatment Program (STRTP) placement;

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

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

1.1.4 In placement or at risk of placement in residential/STRTPs, or Juvenile Detention Facility. 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 Frequent 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 Subparagraph 1.1 of this Attachment A, as directed by COUNTY;
- 1.2.2 Wraparound-eligible Participants residing with relatives or caregivers in a contiguous county outside of Orange County (i.e., Los Angeles, San Diego, Riverside and San Bernardino Counties). CONTRACTOR may occasionally be required to serve families located outside of Orange County or its contiguous counties. 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. DEFINITIONS

CONTRACTOR shall be familiar with and utilize the following definitions;

- 2.1 ADMINISTRATOR's Database: A case management database developed in a

collaborative effort between Orange County Information Technology (OCIT), Social Services Agency (SSA), Health Care Agency (HCA), Probation Department (Probation) and Wrap OC Provider Agencies to:

- 2.1.1 Track Wrap OC data;
 - 2.1.2 Create Wrap OC reports;
 - 2.1.3 Enable accurate monitoring of outcomes;
 - 2.1.4 Aid in informed decision-making;
 - 2.1.5 Facilitate quality assurance; and
 - 2.1.6 Improve service delivery.
- 2.2 Adolescent Sex Offender (ASO): Youth between the ages of twelve through seventeen (12-17) years, who commit illegal sexual acts as defined by the sex crime statutes of the jurisdiction in which the offense occurred.
- 2.3 Adolescents with Sexual Behavior Problems: Youth with problematic sexual behavior which is not illegal but potentially harmful to the youth such as compulsive masturbatory behavior.
- 2.4 Adoption Assistance Program (AAP): AAP is an entitlement program to provide financial and medical coverage to facilitate the adoption of children who otherwise would remain in long-term foster care. Public Law 96-272 – the Adoption Assistance and Child Welfare Act of 1980 created federal incentives to encourage the adoption of special needs children. The California State Legislature created the AAP with the intent to provide the security and stability of a permanent home through adoption AAP eligible children may receive federally funded benefits or non-federally funded benefits per state guidelines.
- 2.5 Assembly Bill (AB) 12: AB Chapter 559, Statutes of 2010, amendment to section 17552 of the Family Code, provides transitional support to qualifying youth until age twenty-one (21) years.
- 2.6 Assembly Bill (AB) 404: AB Chapter 732, Statutes of 2017, updated statute to reflect the rate for Wrap OC services to be equal to the rate for STRTP, less the cost of any concurrent out-of-home placement.
- 2.7 Assignment: A term used to signify that a child/youth/NMD’s case has been referred by Wraparound Review and Intake Team (WRIT) to a Wrap OC Provider

Agency.

- 2.8 CalWORKs: The acronym for the California Work Opportunity and Responsibility to Kids Act of 1997 as described in Section 11200 et seq., of the California WIC code.
- 2.9 Care Coordinator: Wrap OC Provider Agency staff, responsible for facilitating the Wrap OC Child and Family Team (Wrap CFT) meetings and guiding the evolution of a Plan of Care (POC) to ensure that it's family-centered and effective in safely transitioning and/or maintaining Participant to the least-restrictive family setting with minimal reliance on formal support systems.
- 2.10 Case Number: A unique alpha-numeric identifier established by ADMINISTRATOR for each Participant.
- 2.11 Child and Family Team (CFT): A group of committed individuals, including Participant, that convenes to address the needs of Participant and ensures the family's voice is heard, facilitates family ownership of the POC, and requires that every effort is made to ensure family members and family representative(s) constitute the Family Team. The CFT may include, but not limited to, the following:
 - 2.11.1 Participant's parent(s), Family members, Family representative (s), Resource parent(s), Guardian(s), Adoptive parents, and any person(s) influential in Participant's and/or Participant's family's lives who may be instrumental in supporting Participant and/or Participant's family.
 - 2.11.2 The CFT shall include the primary jurisdictional agency representative, including: the Senior Social Worker (SSW), Deputy Probation Officer (DPO), Mental Health (MH) Therapist and/or Case Manager, and relevant counseling or mental health representatives; and CONTRACTOR staff (e.g., Care Coordinator, Parent Partner, Youth Partner, and Wraparound Supervisor), as needed or invited.
- 2.12 CFT Member: Individuals, who are the critical decision-makers, who attend CFT meetings and are designated by Participant and/or Participant's family, the jurisdictional agency representative and assigned CONTRACTOR staff who

maintain ongoing, contact with Participant and Participant's family.

- 2.13 Child Out-of-Home Report (COR): Information reported to the Wrap OC liaisons when Participants are out-of-home overnight or more than twenty-four (24) hours for reasons such as: absent-without-leave (AWOL), hospitalization, placement in a residential facility (including placement in a residential facility for educational needs), protective custody for dependents, or custody violations for wards.
- 2.14 Children and Family Services (CFS): One (1) of four (4) SSA Divisions. CFS provides services to child/youth/NMD and families who are involved with, or at risk of involvement with, the child welfare system. The Participants' assigned SSWs are CFS employees.
- 2.15 Children with Sexual Behavior Problems: Children ages twelve (12) years and younger who demonstrate developmentally inappropriate or aggressive sexual behavior (e.g., obscene gestures, or aggressive sexual behaviors such as exposing body parts or disrobing in public).
- 2.16 Commencement: The term used to signify the closure of a Wrap OC case and Participant's participation in Wrap OC has concluded.
- 2.17 Community-Based Services: Formal and informal services available to child/youth/NMD and families in the communities where they live, provided primarily by staff from non-governmental agencies.
- 2.18 Congregate Care: A placement for child/youth/NMD that includes twenty-four (24) hour supervision in a highly structured setting or institution such as an STRTP.
- 2.19 Contiguous County: A California county that shares a border with Orange County (i.e., Los Angeles, Riverside, San Bernardino, and San Diego Counties).
- 2.20 Cost Effective: Achieving the desired goal with minimum expenditures.
- 2.21 Cost of Doing Business: Expenses incurred as a routine part of conducting business and is common to all providers engaged in providing similar services.
- 2.22 Crisis: Period of time when a Participant's emotional and/or functioning stability and/or current living situation is in jeopardy. A crisis might also include situations when Wrap OC Provider Agency staff determine that 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 may include, but not limited to:

- 2.22.1 A Participant who refuses to take prescribed medication; refuses to attend or remain in school; or is agitated and/or threatening, and/or may be at risk of losing placement; or
 - 2.22.2 A Participant's parent(s)/caregiver(s) who might have just finished managing one of the crises and who might need assistance with addressing their own emotional stability.
- 2.23 Crisis Assessment Treatment (CAT): A team that provides twenty-four (24) hour mobile response services to any adult or youth experiencing a behavioral health crisis. Calls to provide crisis intervention to individuals living with mental health issues may come from, but not limited to, law enforcement officers, 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.
- 2.24 Cultural Competency: Demonstrate respect for and build upon the values, preferences, beliefs, culture, and identity of the child/youth/NMD/family and their identified community. Emphasize the importance of cultural humility and being culturally respectful in all interactions with children/youth/NMDs/families. Strive to learn about each child/youth/NMD/family's culture, traditions, values, and beliefs from the child/youth/NMD/family directly, as well as information gleaned from the referring party.
- 2.25 Culturally Responsive: To exhibit a general knowledge of cultural values and mores of individuals from diverse culture groups and the ability to adapt practices accordingly, including the practice of humility. A willingness and ability to recognize and interact responsively, respectfully, and effectively with people from diverse cultures, social classes, races, gender identity, and religious and non-religious backgrounds in a manner that recognizes, respects, affirms, and values and worth of individuals, families, and communities as well as protects the dignity of each person.
- 2.26 Dependent: A child/youth/NMD who is under the jurisdiction of the Orange

County Juvenile Court because of abuse and/or neglect, and who is under the supervision of SSA.

- 2.27 **Diagnosis:** The nature of Participant’s medical disorder and/or, as it more generally applies to Wrap OC, 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.
- 2.28 **Direct Service Hours (DSH):** The time measured in minutes and portion of hours that a clinician spends providing services to Participants or significant others on behalf of Participants. DSH credit, both billable and non-billable minutes, is obtained by providing mental health, case management, medication support, and crisis intervention services to Participants open in Integrated Records and Information System (IRIS), which includes both billable and non-billable services.
- 2.29 **Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT):** 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 ages twenty-one (21) years and younger.
- 2.30 **Educationally Related Mental Health Services (ERMS):** 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 free public 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:
 - 2.30.1 **Assessment and interpretation of mental health needs with integration of information in service planning; consultation with the student, family and staff to develop an appropriate program; individual, group, family and/or parent counseling provided by qualified social workers, psychologists, guidance counselors or other qualified personnel, including therapeutic counseling when required; teaching education rights’ holders the skills to**

enable them to support implementation of a youth's Individualized Education Plan (IEP); positive behavior intervention, including one-to-one (1:1) behavioral aides; assessment for and administration and management of medications; and residential placement.

2.31 Eligible Child/Youth/NMD: Child/youth/NMD who meet the following criteria:

2.31.1 Ages birth to eighteen (0-18) years; adjudicated as either a dependent or ward of the juvenile court pursuant to WIC Sections 300 or 602; NMD pursuant to WIC Section 11400(v), which is a foster child who has attained the age of eighteen (18) years while in foster care and is younger than twenty-one (21) years; have an approved or potential place to reside in the community with a parent/guardian, relative caregiver, non-related extended family member (NREFM) or Resource parent who has agreed to participate in Wrap OC; or at risk of or placed in Residential/ STRTP placement licensed by California Department of Social Services (CDSS), that focuses on care for child/youth/NMD who:

2.31.1.1 Exhibit significant emotional and/or behavioral disturbance; require highly structured environments; require specialized treatment; exhibit behavior including, but not limited 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 multi-generational families with criminal justice and/or social services involvement, and/or mental health disorders.

- 2.32 Emergency: Period of time that requires immediate attention when a Participant's situation is physically threatening and medical, protective (Child Abuse Registry [CAR]), law enforcement (police), and/or psychiatric evaluation measures are required. Such emergencies would include situations in which Participant or Participant's family member(s) become physically aggressive, suicidal, and/or report aggressive command hallucinations, etc.
- 2.33 Emergency CFT Meeting: May be held to address Participant's safety issues and placement concerns and must occur within twenty-four (24) hours of the incident that triggered the need for the meeting and/or change of circumstances.
- 2.34 Emergency Flex Funds: State and County foster care funds and AAP funds reserved and used towards the cost of any unanticipated emergencies experienced by individual Participants and/or Participants' families. Emergency Flex Funds are not tied to the POC and are part of the Flex Funds referenced in Subparagraph 2.46 of this Attachment.
- 2.35 Emergency Response (ER): A CFS program in which social workers respond to 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.
- 2.36 Enrollment Date: The date a child/youth/NMD is referred and enrolled in a Wrap OC services.
- 2.37 Extended Foster Care (EFC) Program: Under the provision of AB 12, this program allows NMDs to remain in foster care and continue to receive foster care payment benefits (AFDC-FC payments) and services beyond age twenty-one (21) years, when the NMD meets all the following requirements: one (1) of the five (5) participation requirements; and living in an approved or licensed home or facility.
- 2.38 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 Participant's needs. The family may include, but not limited to, Participant's birth family or kin, a stepparent or blended family, an adoptive family or Resource family. In most cases, Participant will be able to identify the family who has a commitment to Participant or who has the potential to develop a commitment. This may include extended family or others who are seen by Participant as significant and supportive.

- 2.39 Family Budget: Review of the family's fiscal resources for planning purposes.
- 2.40 Family-Centered: The needs of Participant and Participant's caregiver(s) addressed in the context of their family dynamic. 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.
- 2.41 Family First Prevention Services Act (FFPSA): The FFPSA amends the Title IV-E foster care program and makes other revisions to the Title IV-B, subparts 1 and 2 programs. The FFPSA will enhance support services for families to help children remain at home and reduce the use of unnecessary congregate care placements by increasing options for prevention services, increased oversight and requirements for placements, and enhancing the requirements for congregate care placement settings.
- 2.42 Family Maintenance Collaborative Services (FMCS): A voluntary CFS program for time-limited preventative services designed to: stabilize and maintain non-dependent child/youth, determined to be at high-risk of child abuse or neglect, in their homes and with their family; promote child safety; link families to community-based resources; and reduce the need for protective custody.
- 2.43 Family Representative: A person who has a meaningful connection with Participant and is seen by Participant as significant and supportive. A family representative may include, but not limited to, family member(s), relative(s), neighbor(s), or others who are involved with and important to Participant, such as

a football coach or schoolteacher.

- 2.44 Family Review Process: 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 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.
- 2.45 Family Setting: A living arrangement, which includes or will include 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.
- 2.46 Flex Funds: State and County foster care funds and AAP funds reserved and used towards costs referenced in Subparagraph 2.46.1. Funds can be Emergency Flex Funds and not tied to the POC as referenced in Subparagraph 2.34, non-emergency Flex Funds which must be tied to the POC, or a combination of emergency and non-emergency Flex Funds as referenced in Subparagraph 2.39. Flex Funds are reserved to:
 - 2.46.1 Facilitate family self-sufficiency; assist the family with meeting basic needs to enable Participant to remain with or be transitioned to their respective families or family-like settings; aid Participant and/or Participant's family members with developing and implementing more appropriate coping skills and behaviors; and 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.
- 2.47 Formal Supports: 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.

- 2.48 Health Care Agency (HCA): 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.
- 2.49 Hours of Service: The number of hours CONTRACTOR spends in contact with Participant and Participant's CFT Team providing Wrap OC Services.
- 2.50 Individual Service Report (ISR): 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.
- 2.51 Individualized Services: Services tailored to the specific, unique needs of 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 informal supports and services.
- 2.52 Informal Supports: Community-based supports provided by individuals and/or organizations that exist or can be developed in Participant/Participant's family's community, kinship, social and/or spiritual networks. Interventions and/or activities that utilize friends, extended family members, clergy and/or other faith-based mentors, neighbors, educators, coaches, local businesspersons, other persons who are not paid to care.
- 2.53 Intake Referral: A completed referral form, with all supporting documentation, signed by a SSW, DPO, or MH Therapist/Case Manager to refer a child/youth/NMD to Wrap OC Services.
- 2.54 Katie A. v. Bonta: Class action lawsuit filed in federal district court in 2002 concerning the availability of intensive mental health services to children in California who are either in foster care or at imminent risk of coming into care. A settlement agreement approved by the court in 2011 required State child welfare and mental health leaders to work together to establish a sustainable framework for the provision of an array of services that occur in community settings and in a coordinated manner. And while the court's jurisdiction in the case ended in December 2014, the CDSS and the California Department of Health Care Services

(DHCS) remain committed to strengthening California's child welfare and mental health systems with objectives that include:

- 2.54.1 Facilitating the provision of an array of services delivered in a coordinated, comprehensive, community-based fashion that combines service access, planning, delivery, and transition into a coherent and all-inclusive approach, which is referred to as the Core Practice Model (CPM).
 - 2.54.2 Intensive services referred to as Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and Therapeutic Foster Care (TFC).
 - 2.54.3 Clarifying and providing guidance on state and federal laws and policies as needed so that counties and providers can understand and consistently apply.
- 2.55 Licensed Therapist: A mental health care professional who is licensed as a Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), Marriage and Family Therapist (MFT), or Psychologist Ph.D.
- 2.56 Life Area: Areas of basic human needs including: Family Relationships; Living Environment; Educational; Vocational/Work; Social/Recreational; Financial; Cultural; Emotional/Psychological; Medical/Health; Spiritual; Safety; and Legal. At its sole discretion, ADMINISTRATOR may, with written notification to CONTRACTOR, add, delete and/or modify the identified life areas.
- 2.57 Linkages: Relationships between CONTRACTOR and services in the community to the benefit of Participants and Participants' families.
- 2.58 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 the Patient-Centered Medical Home (PCMH) and typically is a Primary Care Physician, Pediatrician, or Medical Group.
- 2.59 Multi-Disciplinary Consultation Team (MDCT): 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 child/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.

- 2.60 Non-Minor Dependent (NMD): A foster youth who has attained the age of (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.
- 2.61 Out-of-County: Any California county other than Orange County. May also be extended to include out-of-state as deemed necessary.
- 2.62 Parent Partner: Wrap OC Provider Agency staff who provides support to the Family Team, and in particular, Participant's parent(s)/caregiver(s). 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. A Parent Partner must have willingness to use personal experiences to assist others.
- 2.63 Participant: A child/youth/NMD who meets the criteria for an Eligible Child as defined in this Attachment and has been accepted into a Pre-Enrollment, Enrollment, or Post-Enrollment slot within Wrap OC Services.
- 2.64 Pathways to Well-Being: Required collaboration between the referring party and Participant's mental health therapist to ensure Participant's mental health needs are met and coordinated amongst all service providers. Participant's mental health needs and strengths are addressed at monthly CFT meetings.
- 2.65 Plan of Care (POC): A written plan developed by the CFT which includes the Family Vision, Strengths, Needs and Interventions. The POC may also include a Safety Plan. POC shall include the following elements:
 - 2.65.1 Agreed upon and signed by the Family Team; Participant and Participant's family's statement of overall goal(s) or vision; Strengths of Participant and Participant's family member(s); Needs, as defined by specific life areas that must be met to achieve the goal(s) of Participant and Participant's

family; Proactive and reactive Safety Plans; Type, frequency, and duration of intervention strategies and activities; Identification of financial responsibility for all POC components; and Desired outcomes of Wrap OC. The POC may include items to help Participant and/or the Participant's family comply with any orders of the Juvenile Court (dependency and/or Probation).

- 2.66 Pre-Enrollment Date: The date Participant is assigned to a Wrap OC Provider Agency to begin Wrap OC Program, but prior to the enrollment date.
- 2.67 Post-Enrollment Date: The date 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 Participant will conclude from Wrap OC. The length of the post-enrollment period is set in Participant's POC and must be approved by a Wrap OC liaison (or designee).
- 2.68 Provider Network Program (PNP): A network of agencies contracted to provide diverse and tailored services through a fee-for-service and outcome-based approach, for child/youth/NMD 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).
- 2.69 Quality Assurance (QA): The methods, including the use of interdisciplinary teams, established by ADMINISTRATOR to review processes, performance, and outcome measures, and identify opportunities for improvement.
- 2.70 Referral Slot: 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.
- 2.71 Safety Plan: A plan developed by the Wrap CFT, which includes Participant and Participant's family and/or caregiver(s), in conjunction with the POC. The Safety Plan provides 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 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 specific, identified behavioral issues and triggers to ensure these behaviors/triggers are mitigated and/or controlled. It also shall inform 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.

- 2.72 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 opportunities for improvement.
- 2.73 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 Services.
- 2.74 Senate Bill (SB) 163: A bill that allows counties the flexible use of State foster care dollars designed to provide eligible child/youth/NMD 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 child/youth/NMDs who are currently residing in, or at risk of being placed in, congregate care or an STRTP.
- 2.75 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 child/youth with the aim of moving the youth to a less restrictive environment within six months. The care and supervision provided by an STRTP shall be nonmedical, except as otherwise permitted by law. Private STRTPs shall be organized and operated on a nonprofit basis.
- 2.76 Special Incident: A significant event in Participant's life. Events may include, but not limited to, the following: Participant or Participant's family member's serious injury or death, occurrence of child/youth/NMD or dependent adult or elder

maltreatment, hospitalization, delinquent acts, violence, property damage, AWOL/runaway episodes, illegal activity, and involvement with law enforcement.

- 2.77 Success: Measures that determine the overall impact of Wrap OC involvement with Participant and Participant's family at the time of closure. Measures may include, but 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 Participant and/or Participant's family, and increased perception of met needs by Participant and/or Participant's family.
- 2.78 Supervised Independent Living Placement (SILP): A flexible non-licensed foster care placement available to NMD's participating in the EFC program. This type of placement is 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.
- 2.79 Technical Assistance Meeting: A structured meeting with WRIT, the referring party, and the Wrap OC Provider Agency that requested the meeting 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 provide support and assistance in moving the Wrap OC team forward, including Participant and Participant's family. The meeting shall be attended by the referring party and their supervisor, the Wrap OC Team's Care Coordinator, Parent Partner, Youth Partner, Supervisor, and WRIT members.
- 2.80 Trauma-Informed Practice: A strength-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 also 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 child/youth/NMD 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.

- 2.81 Treatment Foster Care Oregon – Orange County (TFCO-OC): An evidence-based treatment model used to serve youth/NMD who exhibit high needs by providing an alternative to STRTP care for youth who meet the following requirements: eligible for Wrap OC, have an identified family with whom to live following Participant’s involvement in TFCO-OC. TFCO-OC includes the use of treatment resource homes, located in the community, and a clinical team to help stabilize the TFCO-OC Participant’s behavior. TFCO-OC also prepares Participant’s after-care family to receive Participant into their home, typically within six to twelve (6-12) months.
- 2.82 Tutor: PNP Agency staff with demonstrated proficiency in the subject matter assigned, who assists students with queries and difficulties relating to the subject matter, and who has received additional training in tutoring child/youth/NMD with emotional and behavioral problems.
- 2.83 Tutoring: One-to-One instruction and academic coaching in one (1) or more academic subject(s).
- 2.84 Units of Service (UOS): Medi-Cal billable service units billed at prescribed rates/time intervals; however, non-billable UOS also exist.
- 2.85 Ward(s): A person who is under the age of eighteen (18) years, when they violate a law defined as a crime of the State of California and 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 Probation, pursuant to WIC Section 602.
- 2.86 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 determined by the ADMINISTRATOR.
- 2.87 Wraparound Orange County (Wrap OC): A program authorized by the California Wraparound Standards as currently published in the All County Information Notice (ACIN) 1-52-15, including the FFPS and WIC section 4096.6 (AB 153), that allows the flexible use of State foster care dollars to provide eligible child/youth/NMD

with family-based service alternatives to STRTP 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/NMD's needs, maintain child/youth/NMD's in a family-based setting and to prevent or reduce the need for STRTP placement.

- 2.88 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.
- 2.89 Wraparound Parties Agreement Form: Sets ground rules and guidelines for participation in the Wrap OC program.
- 2.90 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 and provides consultation to Wrap OC Provider Agencies through the Family Review Process.
- 2.91 Wrap OC Funding Model: The Wrap OC model, approved by the County of Orange Board of Supervisors and CDSS, which details the COUNTY's plan to use Wraparound funding to provide eligible child/youth/NMD with family-based service alternatives to STRTP care. The Wrap OC funding model utilizes a combination of funding from both child welfare services and Medi-Cal 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 restrictive, more deficit-based and requires extensive documentation to ensure services meet medical necessity, Medi-Cal guidelines, and claiming

requirements.

- 2.92 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).
- 2.93 WRIT Technical Assistance Process: Technical assistance, consultation and support provided by WRIT to Wrap OC Provider Agencies that are experiencing challenges with moving Participant and Participant's family forward within the Wraparound process.
- 2.94 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.

3. OUTCOME OBJECTIVES

3.1 Goals

The goal of Wrap OC is to keep Participants with their birth families, relative caretakers, NREFMs or Resource Families, by providing intensive, comprehensive, integrated, and creative interventions, and support services. CONTRACTOR shall be evaluated based on the following goals:

- 3.1.1 CONTRACTOR shall provide supportive services to allow Participants to live safely in a family-like setting as an alternative to congregate care, STRTP, or group homes;
- 3.1.2 CONTRACTOR shall provide an individualized process, services, and supports that are family-centered, strength-based, and needs-driven for Participants and their families;
- 3.1.3 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;
- 3.1.4 CONTRACTOR shall provide culturally responsive services, which are

individualized for each Participant and Participant's family's culture, values, norms, strengths, needs, and preferences, and build on the use of naturally occurring community and family supports and resources; and

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

3.2 Outcomes

3.2.1 A minimum of eighty percent (80%) of Participants who are living in congregate care or STRTPs, when referred to Wrap OC, will return to family-like settings within forty-five (45) days from start of Wrap OC services.

3.2.2 A minimum of eighty percent (80%) of Participants will live with family or family-like setting at time of Wrap OC case closure.

3.2.3 A minimum of eighty-five percent (85%) of Participants will be linked to Medical Homes, as defined in Subparagraph 2.58 of Attachment A, at time of Wrap OC case closure.

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

3.3 Strategies

3.3.1 CONTRACTOR shall measure the outcomes of interventions provided to Participants and Participant's family.

3.3.2 CONTRACTOR shall clearly document improvements and challenges in Participants' and Participant's families' level of functioning during and following Wrap OC participation.

3.4 ADMINISTRATOR may add, delete, or otherwise modify the performance outcomes identified in Subparagraph 3.2 of this Attachment A.

4. HOURS OF OPERATION

4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served 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. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible. CONTRACTOR is required to be available to respond to crises and/or emergencies as may be needed on holidays. At least forty percent (40%) of Wrap OC Direct services shall be provided Monday through Friday, from 5:00 p.m. to 9:00 p.m.

- 4.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. 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 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19, and shall not be reimbursed.
- 4.3 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, including an in-person response to crisis calls during hours of operation and after hours, in an effort to stabilize a crisis.

5. SERVICE REQUIREMENTS/ WORKLOAD STANDARDS

- 5.1 CONTRACTOR shall adhere to County of Orange Wraparound Plan as outlined by the California Wraparound Standards as currently published in the ACIN 1-52-15, including the FFPSA and WIC section 4096.6 (AB 153).
- 5.2 CONTRACTOR shall provide services to transition and/or maintain Participants in their home or family-like setting as an alternative to congregate care. Participants will be eligible for available referral slots. CONTRACTOR shall comply with ADMINISTRATOR's referral slot assignment to CONTRACTOR and that ADMINISTRATOR does not guarantee any number of Participants will be assigned to CONTRACTOR.
- 5.3 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, including services that are sensitive to literacy, language, and socio-cultural issues.

- 5.4 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 Participant and Participant's family's progression through these phases. Family involvement, family decision-making, reliance on formal supports and development of informal supports, are other factors that are expected to change with successful transition through the different phases. The phases of Wrap OC, are subject to change by ADMINISTRATOR based on research and best practices, currently include the following four (4) phases:

5.4.1 Engagement

The Engagement phase is focused on the initial stage of Wrap OC planning and encompasses initial Wrap CFT development through face-to-face contact with 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 Engagement phase, as the Care Coordinator gathers Participant and Participant's family perspectives through interviews to assess family strengths, needs, and concerns by the Wrap CFT. Family Engagement occurs throughout Participant's involvement in the Wrap OC process.

5.4.2 Planning

The Planning phase of Wrap OC requires Wrap CFTs which include, at a minimum, Participant, Participant's family, CONTRACTOR's staff and referring party (SSW, DPO, and/or MH Clinician/Therapist). The Planning phase, which should commence no later than the end of the third (3rd) week after the referral is made, requires 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 prioritized needs. The initial POC provides the framework for transitioning into the Implementation phase.

5.4.3 Implementation

The Implementation phase directly follows the completion of the initial POC and Safety Plan. During the Implementation phase, Participant and Wrap CFT meet monthly or more frequently, including Emergency CFTs as needed, with the express purpose of modifying and adjusting the POC and Safety Plan based on the follow-through and effectiveness of interventions within the POC.

5.4.4 Transition

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

5.5 CONTRACTOR shall monitor the progress of each Participant and Participant's family, identify barriers to progress, and assist Participant and Participant's family in developing effective methods to overcome barriers, including engaging with Participants that may be resistant to services. CONTRACTOR or ADMINISTRATOR may request case consultation through WRIT Technical Assistance Process or the Family Review Process, as needed.

5.6 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 achieve the goal; agree on the family's needs, as prioritized by the Wrap

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

- 5.6.1 Date the case is assigned, completed, and approved;
- 5.6.2 Wrap CFT Vision Statement;
- 5.6.3 Specific needs in applicable life areas;
- 5.6.4 Involved parties and who is responsible for specific actions and interventions;
- 5.6.5 Service provider(s);
- 5.6.6 Strengths of each Wrap CFT member;
- 5.6.7 Funding source(s) for actions and/or implementations;
- 5.6.8 Estimated date(s) of completion for actions and/or interventions;
- 5.6.9 Progress and outcomes in prior month(s);
- 5.6.10 Continuing service(s); and
- 5.6.11 Discontinued service(s) and reason for discontinuation including, but not limited to, the following:
 - 5.6.11.1 Effective outcomes; therefore, services are no longer needed;
 - 5.6.11.2 Ineffective service(s); therefore, discontinued; and
 - 5.6.11.3 Added service(s) and reason(s).
- 5.7 CONTRACTOR shall ensure that each POC and Safety Plan is developed and supported by the Wrap CFT, as evidenced by signatures of all Wrap CFT members. The POC signature sheets shall identify each member as a formal or informal support.
- 5.8 CONTRACTOR shall complete an addendum to the active POC when a change in circumstance has occurred in Participant and/or Participant's family that warrants a revision to the needs, interventions, and/or vision stated in the most current POC.
- 5.9 CONTRACTOR shall access and maximize the use of informal family and

- community resources to meet Participant and Participant's family needs.
- 5.10 CONTRACTOR shall utilize the COUNTY's Provider Network Program (PNP) to meet Participant's needs, when considered necessary, and as authorized in advance and in writing by ADMINISTRATOR.
- 5.11 CONTRACTOR's operational plan shall include a parent support program that ensures Parent Partners are familiar with and have detailed knowledge of the following:
- 5.11.1 Understanding Participant's unique needs;
 - 5.11.2 Becoming informed advocates for Participant;
 - 5.11.3 Navigating formal systems, such as Juvenile Court, schools, and other agencies;
 - 5.11.4 Participating on multi-disciplinary teams, such as the Wrap CFT or an Individualized Education Planning (IEP) Group;
 - 5.11.5 Leading parent groups and related forums; and
 - 5.11.6 Strengthening parenting skills.
- 5.12 CONTRACTOR shall provide Participants' families with training and information to support families in their role as active, informed decision-makers for, and with, Participant.
- 5.13 CONTRACTOR shall, at ADMINISTRATOR's direction, utilize Participants and Participants' families to design and provide education, training, and staff development to enhance the effectiveness of parent/family-professional partnerships, family-centered services, cultural responsiveness, and family advocacy and support efforts.
- 5.14 CONTRACTOR shall create opportunities for Participants, Participants' families, and Wrap CFT members to participate in multi-disciplinary training.
- 5.15 CONTRACTOR shall provide family finding and engagement efforts.
- 5.15.1 CONTRACTOR shall, in collaboration with ADMINISTRATOR, assess prospect of engaging Participant's birth family or other kin and share outcomes with ADMINISTRATOR.
 - 5.15.2 CONTRACTOR shall provide other tools and resources to assist with family finding and engagement services.

- 5.16 CONTRACTOR shall continue to develop, implement, and document policies and procedures that are culturally responsive, as determined by ADMINISTRATOR. Such efforts include, but are not limited to, the following:
 - 5.16.1 Participation in COUNTY-sponsored and other applicable trainings;
 - 5.16.2 Providing literature, brochures, and other paperwork that Participants and Participants' families are required to sign, in multiple COUNTY-recognized threshold languages and formats, as appropriate; and
 - 5.16.3 Identification of measures taken to enhance accessibility for and to individuals and communities who exhibit physical, mental, developmental, and/or other challenges.
- 5.17 CONTRACTOR shall ensure language translation needed for Wrap OC shall be provided by qualified bilingual staff and not the Participant, Participant's parent/caregiver/family members, or a minor.
 - 5.17.1 A qualified interpreter must have the ability to accurately translate terms associated with mental illness, psychotropic medications, and cultural beliefs and practices.
- 5.18 CONTRACTOR shall establish, model, and maintain professional boundaries among staff and in all interactions with Participants, their respective families, and Wrap CFTs.
- 5.19 CONTRACTOR shall assist NMD Participants to 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 Participant. CONTRACTOR shall also assist by providing linkages to help Participant achieve educational goals (e.g., tutoring services, career workshops, etc.). NMDs may be assigned to, and assisted by, either a Parent Partner or Youth Partner, depending on the NMD's preference, skill level, and/or needs.
- 5.20 CONTRACTOR shall arrange for twenty-four (24) hour, on-call, crisis/emergency availability for Participants and their families as stated in Subparagraph 4.3 of this Attachment A.
- 5.21 CONTRACTOR shall provide out of county services and supports for Participants placed out of county. CONTRACTOR shall collaborate with another Wraparound

provider for Participants placed in another county when unable to provide services and supports directly or through virtual format.

6. FAMILY TEAM AND PARTICIPANT SERVICES

- 6.1 CONTRACTOR shall assign a Care Coordinator and/or a Parent Partner to initiate contact with the Participant and Participant's parent(s)/caregiver(s) within two (2) business days of referral assignment by WRIT.
- 6.2 CONTRACTOR's Care Coordinator shall initiate contact with the referring party (SSW, DPO, and/or MH Clinician) within three (3) business days of assignment by CONTRACTOR and shall request a face-to-face, in-person meeting to discuss the referral and initial safety planning. The meeting with the referring party shall occur within seven (7) business days of assignment by WRIT.
- 6.3 CONTRACTOR's Care Coordinator and/or Parent Partner shall contact Participant's family within one (1) business day from the face-to-face, in-person meeting with referring party. Care Coordinator and Parent Partner shall conduct an initial face-to-face, in-person meeting with the Participant's family within fourteen (14) calendar days of assignment by WRIT. Topics to be discussed during the initial meeting shall include, but are not limited to, the following:
 - 6.3.1 Wrap OC Goals;
 - 6.3.2 OC Process;
 - 6.3.3 Expectations/role of the Referring Party as outlined in the Wraparound Parties Agreement form;
 - 6.3.4 Expectations of parent(s) or caregiver(s);
 - 6.3.5 Expectation(s) of Participant;
 - 6.3.6 Development of the Wrap CFT;
 - 6.3.7 Safety issues regarding the Participant and the Participant's parent(s)/caregiver(s); and
 - 6.3.8 Stability of housing, childcare, and respite needs.
- 6.4 CONTRACTOR's Youth Partner shall conduct an initial face-to-face, in-person meeting with Participant within seven (7) calendar days of assignment by CONTRACTOR.
- 6.5 CONTRACTOR's Care Coordinator shall notify the referring party of the date,

time, and place of the initial Wrap CFT meeting; subsequent Wrap CFTs; and court- and/or school-related meetings involving 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.

- 6.6 CONTRACTOR's staff shall ensure 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 Participant's parent(s)/caregiver(s) or adult designee is present.
- 6.7 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 Participant.
- 6.8 CONTRACTOR's Care Coordinator shall facilitate the development of an initial POC by the Wrap CFT and submit to ADMINISTRATOR within one (1) month of assignment (e.g., if assignment date is May 15, POC is due on or before June 15). CONTRACTOR's Care Coordinator shall be responsible for ensuring the POC, and all ensuing POCs, promote the goal of self-sufficiency of the family while concurrently addressing the family's unique challenges. CONTRACTOR's Care Coordinator and Wrap CFT shall ensure the POC is:
 - 6.8.1 Inclusive of a comprehensive, twenty-four (24)-hour Safety Plan. The POC shall be submitted to ADMINISTRATOR within thirty (30) calendar days of case assignment.
 - 6.8.2 Written and available in English and in the family's primary language, as needed;
 - 6.8.3 Reflective of the culture, values, and beliefs of Participant, Participant's family, and the referring party's safety concerns;
 - 6.8.4 Signed by all Wrap CFT members;
 - 6.8.5 Developed and completed in a timely manner as referenced in Subparagraph 6.8 of this Attachment A;

- 6.8.6 Viable, with identified supports that are attainable and capable of providing the outlined services that will enable Participant to remain in a family environment or family-like setting, and minimize the risk of Participant being placed in congregate care;
 - 6.8.7 Accurate in identifying the issues that resulted in the referral of Participant's and Participant's family to Wrap OC;
 - 6.8.8 Re-evaluated by CONTRACTOR, at a minimum every three (3) months, or when a change occurs in Participant and/or Participant's support system, as identified in the POC; and
 - 6.8.9 Updated to include the development of an addendum to an active POC when a new and/or significant change in Participant's circumstances occurs, and/or a need or safety issue arises that was not anticipated or included in the initial POC.
- 6.9 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 updated, modified, and/or extended POC shall be submitted to ADMINISTRATOR within seven (7) calendar days of completion.
- 6.10 CONTRACTOR's Care Coordinator shall ensure that the POC signature sheet includes the printed full name and signature of each Wrap CFT member present at each Wrap CFT meeting. Signatures shall indicate that each Wrap CFT member understands and concurs with the POC, its goal(s), and its action plan(s). The signature sheet shall indicate the formal/informal status of each Wrap CFT member and the date of the Wrap CFT meeting.
- 6.11 The Wrap CFT shall develop a viable Safety Plan prior to Participant's return home, if applicable, or within one (1) month of assignment if Participant is already home when Wrap OC involvement occurred. The Wrap CFT shall also develop an addendum to the current Safety Plan when there is a new or significant change in safety issues that were not anticipated or included in the initial Safety Plan. CONTRACTOR shall ensure the Safety Plan meets, but is not limited to, the following criteria:
- 6.11.1 Written and available in English and the family's primary language, as

- needed;
 - 6.11.2 Signed by all applicable Wrap CFT members;
 - 6.11.3 Developed and completed in a timely manner as referenced in Subparagraph 6.11 of this Attachment A;
 - 6.11.4 Viable, with identified supports that are attainable and capable of providing the outlined services that will enable Participant to remain in a family environment or family-like setting and minimize the risk of Participant being placed in congregate care;
 - 6.11.5 Reflect the issues that resulted in the referral of Participant and Participant's family to Wrap OC; and
 - 6.11.6 Re-evaluated by CONTRACTOR, at minimum once every three (3) months, or when a change occurs in Participant and/or Participant's support system(s), as identified in the Safety Plan.
- 6.12 CONTRACTOR shall ensure Care Coordinator, Parent Partner, and Youth Partner 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 Participant and Participant's family through face-to-face, in-person contact, telephone contact, or other designated communication system(s) including, but not limited to, text messages and/or electronic mail.
- 6.13 CONTRACTOR shall ensure Care Coordinator, Wraparound Supervisor, Parent Partner, and Youth Partner staff do not make promises to Participant, the Participant's family, and/or any member(s) of Participant's Wrap CFT regarding interventions and/or activities provided or available, financial aid that might be available, resolution of legal/court issues, and/or any Wrap OC programmatic results.
- 6.14 CONTRACTOR shall ensure Care Coordinator, Parent Partner, and Youth Partner staff inform the Wrap CFT how to locate resources by directly assisting the family in accessing resources and providing guides such as telephone numbers, addresses, and links to community resource guides, for services and/or supplies based on needs described in Participant's POC. CONTRACTOR's Care Coordinator, Parent

Partner, and Youth Partner shall follow-up with Participant's family to ensure said resources and services were accessed within the applicable POC timeframe.

- 6.15 CONTRACTOR Care Coordinator shall be responsible for making requests for services and/or service extensions to the PNP, as determined to be appropriate for Participant and Participant's family by the Wrap CFT.
- 6.16 CONTRACTOR Care Coordinator shall, at the end of the initial and all subsequent Wrap CFT meetings, restate assignments team members accepted and distribute written action lists to all Wrap CFT members, including deadlines and expectations for tasks to be completed by the next Wrap CFT meeting.
- 6.17 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 their name. At the beginning of each subsequent Wrap CFT meeting, the Care Coordinator shall:
 - 6.17.1 Distribute copies of the prepared Wrap CFT meeting agenda and sign-in sheet for attendees to sign; in the event of a virtual platform when needed, attendance will be tracked and when possible, utilize PDF/electronic sign in sheets;
 - 6.17.2 Lead Wrap CFT meetings, ensure that each Wrap CFT member signs the meeting sign-in sheet clearly indicating 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;
 - 6.17.3 Review the team's accomplishments toward meeting identified needs and reassign incomplete tasks, as necessary;
 - 6.17.4 Post the Wrap CFT's Strengths List and the family's Needs List where team members can see these during each Wrap CFT meeting. The Care Coordinator and Parent Partner shall use the Strengths List as the framework for Wrap CFT discussions, to successfully acknowledge met goals and address challenges and/or barriers to goal attainment;
 - 6.17.5 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;

6.17.6 Ensure 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 transition through the process at their own pace; and

6.17.7 Ensure that adult services and support representatives are included in the Wrap CFTs for Participants who, are or may, need formal support services as adults.

6.18 CONTRACTOR's Care Coordinator shall maintain a Medi-Cal chart and a Wrap OC case file for each Participant, as appropriate.

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

6.20 Conflict Resolution

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 within three (3) business days. Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 41 of this Contract.

7. CASELOAD STANDARDS

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

7.1 CONTRACTOR shall ensure a caseload capacity of a minimum of one hundred twenty (120) active referral slots. ADMINISTRATOR reserves the right to modify caseload capacity and CONTRACTOR may need to serve a potentially larger

number of referrals than anticipated within existing contractual budget.

7.2 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 obtain advance written approval from ADMINISTRATOR prior to implementing change(s) in Wrap OC team composition.

7.3 CONTRACTOR shall maintain a minimum of ten (10) teams comprised of the following Full Time Equivalent (FTE) staff. ADMINISTRATOR reserves the right to modify the number of teams and the composition of staff in teams.

7.3.1 Four (4) Wraparound Supervisors, each supervising a maximum of three (3) teams (see Subparagraphs 7.9 through 7.11 below);

7.3.2 Ten (10) Care Coordinators, one (1) per team;

7.3.3 Ten (10) Parent Partners, one (1) per team; and

7.3.4 Ten (10) Youth Partners, one (1) per team.

7.4 Bilingual Staff Ratios

CONTRACTOR shall maintain bilingual staff ratios during the term of this Contract. 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 language requirements as deemed necessary to meet target population and service needs.

7.4.1 CONTRACTOR shall maintain the following minimum bilingual staff levels;

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

7.4.1.2 Five (5) of the ten (10) Care Coordinators shall be bilingual, with four or more (4+) bilingual in Spanish;

- 7.4.1.3 Five (5) of the ten (10) Parent Partners shall be bilingual, with four or more (4+) bilingual in Spanish; and
 - 7.4.1.4 Five (5) of the ten (10) Youth Partners shall be bilingual, with four or more (4+) bilingual in Spanish.
- 7.5 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. These hours include telephone contact, face-to-face, in-person contact with Participant and/or Participant's family, consultation time, case management and documentation, and crisis time.
- 7.6 CONTRACTOR shall ensure that Care Coordinators, Parent Partners, and Youth Partners each maintain a caseload of up to twelve (12) referral slots. Face-to-face, in-person contact with Participant and Participant's family will vary depending on the Wrap OC phase and 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.
- 7.7 CONTRACTOR shall ensure that TFCO-OC Youth Partners each maintain a caseload of up to twelve (12) referral slots. Face-to-face contact will vary depending on the Wrap OC phase and Participant's level within the TFCO-OC program and shall be a minimum of one (1) hour weekly, or as determined by ADMINISTRATOR, during Participant's placement within the TFCO-OC foster home, and as needed after Participant's return to aftercare family.
- 7.8 CONTRACTOR shall, to the extent allowable under the law, ensure that staff ratio of Youth Partners reflect the gender ratio of Participants served. Participants who are Probation Wards with Probation shall be assigned a same-gender Youth Partner. ADMINISTRATOR, at its sole discretion, shall determine and approve staff ratio fluctuations.
- 7.9 CONTRACTOR's Wraparound Supervisors shall supervise a maximum of nine (9) 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.

- 7.10 CONTRACTOR shall ensure that Wraparound Supervisors do not carry or maintain a Participant caseload. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours if Wraparound Supervisor(s) is/are in the position of covering a Participant caseload due to staffing issues.
- 7.11 CONTRACTOR's Wraparound Director or Wraparound Supervisor(s) shall not supervise other programs within CONTRACTOR's organization without advance, written approval by ADMINISTRATOR.
- 7.12 CONTRACTOR shall ensure that staff (Care Coordinator, Parent Partner, and Youth Partner) complete surveys for the Wraparound Fidelity Index.

8. MEDI-CAL CAPACITY

- 8.1 CONTRACTOR is aware and understands that CDSS may change Medi-Cal rates without advance notification. COUNTY will advise CONTRACTOR upon notice from CDSS that rates have changed. As a result, reimbursement by COUNTY to CONTRACTOR may be less than the Maximum Obligation referenced in Paragraph 20 of this Contract.
- 8.2 CONTRACTOR shall contract with the County of Orange HCA for reimbursement of all Medi-Cal billable services provided by CONTRACTOR to Participant(s) that are not reimbursed through any contracts with ADMINISTRATOR. COUNTY will claim reimbursement to the California State Medi-Cal Program for services rendered by CONTRACTOR, to the extent these services are Medi-Cal eligible.
- 8.3 CONTRACTOR will be reimbursed by HCA for Medi-Cal eligible services hereunder; provided further that CONTRACTOR's costs are reimbursable pursuant to County, State, and federal regulations. Reimbursements to CONTRACTOR by HCA are interim payments and subject to final settlement in accordance with cost reporting instructions to be provided by COUNTY.
- 8.4 CONTRACTOR is aware and understands that HCA will reimburse the actual cost of providing Medi-Cal services. ADMINISTRATOR will reimburse CONTRACTOR for actual allowable non-Medi-Cal eligible costs incurred and paid by CONTRACTOR, as defined in 2 CFR, Part 230, or as approved by

COUNTY.

- 8.5 CONTRACTOR shall open a Medi-Cal case 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. All Medi-Cal services shall be billed to Medi-Cal from the date the case is opened in Wrap OC.
- 8.6 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.
- 8.7 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.
- 8.8 CONTRACTOR shall 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.
- 8.9 CONTRACTOR shall enter Medi-Cal data into HCA's database, currently the Integrated Record Information System (IRIS) database, or as directed by HCA, shall comply with all Medi-Cal regulations, and shall retain all documentation required by HCA for Medi-Cal billing.
- 8.10 CONTRACTOR shall submit to HCA and ADMINISTRATOR a monthly summary of Participants seen, corresponding Medi-Cal costs, and UOS. CONTRACTOR shall submit summary reports by the twentieth (20th) day for the prior month of service. The summary shall include detailed, written information on all Participants whose services were not billed to Medi-Cal, stating why Medi-Cal was not billed and confirming COUNTY's advance written authorization.
- 8.11 CONTRACTOR shall invoice HCA for the cost of providing Medi-Cal services on a form approved and/or supplied by HCA, and provide information required by HCA. CONTRACTOR shall submit an invoice by the tenth (10th) day of each month for the prior month of service.
- 8.12 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 services, as specified by COUNTY.

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

8.13.1 CONTRACTOR's Medi-Cal approved facility shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973 (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.

9. 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, at its sole discretion, may modify the dollar amount and/or timeframe thresholds and/or require advance written approval for any Flex Fund expenditure.

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

9.2 CONTRACTOR shall use Flex Funds creatively and effectively in the development of services and support for Participant and Participant's family, to build on family strengths, add value to the stated mission for the family, help meet identified needs of 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.

9.3 Fiscal Strategies

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

- 9.3.1.1 CONTRACTOR shall reserve a minimum of ten percent (10%) of the contract maximum obligation (excluding the Medi-Cal Reimbursement Funds) to be used specifically for Flex Fund purposes.
- 9.3.1.2 CONTRACTOR shall develop a plan to ensure staff has timely access to Flex Funds to promptly address Participant's and/or Participant's family's needs. The plan may be evaluated regularly by ADMINISTRATOR, and CONTRACTOR shall make changes as determined by ADMINISTRATOR.
- 9.3.1.3 CONTRACTOR shall have a mechanism or workflow process in place whereby an emergency Flex Fund request is completed within two (2) business days of the request.
- 9.3.1.4 CONTRACTOR shall ensure expenses are related to interventions utilized for implementing the POC and/or Safety Plan, to help project and strategize services.
- 9.3.1.5 CONTRACTOR's procedures for documenting and accounting for the use of all Flex Funds shall include retention of comprehensive source documentation in accordance with Paragraph 20 of this Contract.
- 9.3.1.6 CONTRACTOR shall collect expenditure information for all purchases made with Flex Funds. Expenditure information shall be submitted using a form 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 their supervisor. All Flex Fund expenditures shall have attached a valid, legible source documents (i.e., itemized receipts, canceled checks, purchase orders, etc.) for each purchase.
- 9.3.1.7 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 advance, written approval.

9.3.1.8 CONTRACTOR shall ensure required Flex Fund expense information is entered into ADMINISTRATOR's database system, correctly and timely including applicable rebates, returns and/or refunds.

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

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

9.3.1.11 CONTRACTOR shall obtain advance written approval 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.

9.3.1.12 CONTRACTOR shall, within three (3) business days, upon request, provide ADMINISTRATOR with documentation supporting all expenses utilizing Flex Funds.

9.3.1.13 CONTRACTOR shall monitor all funding and justify all expenses as reasonable, age-appropriate, prudent, and in compliance with Wrap OC standards; while ensuring flexibility in the use of Flex Funds to create individualized services and supports for Participants and Participants' families.

9.4 Unauthorized Flex Fund Purchase

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

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

9.4.1.1 Improvement of land, construction, or permanent improvement(s) of any building or facility;

- 9.4.1.2 Alcoholic beverages, drugs, or tobacco products;
- 9.4.1.3 Gambling of any type including lottery tickets;
- 9.4.1.4 Credit card or revolving credit account bills;
- 9.4.1.5 Gratuities in excess of twenty percent (20%) of a meal bill;
- 9.4.1.6 Legal fees, penalties, damages, or fines such as, but not limited to, bounced check fees, attorney fees, restitution penalties, damages due to landlords, etc.;
- 9.4.1.7 Federal, State, local, property, and/or business tax assessments;
- 9.4.1.8 Long-term membership contracts or fees (e.g., multi-year gym memberships, annual contract for martial art lessons, etc.);
- 9.4.1.9 Inappropriate incentive items including, but not limited to, violent or sexually explicit videos, movies, magazines, books, etc.; or
- 9.4.1.10 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.

9.5 Flex Fund Management

- 9.5.1 CONTRACTOR shall develop and implement procedures for documenting and accounting for the use of all Flex Funds with approval of Wraparound Supervisor, in conjunction with the referring party, assigned Care Coordinator and/or Parent Partner.
- 9.5.2 CONTRACTOR shall identify interventions related to the implementation of the POC for Participant and Participant’s family. Interventions shall be based on anticipated needs and safety issues during the initial three (3) months of Wrap OC. These needs may include, but are not limited to, the following:
 - 9.5.2.1 Participant involvement in informal and/or formal services;
 - 9.5.2.2 Tutoring and/or emotional/behavioral assistance programs;
 - 9.5.2.3 Childcare, respite care;

- 9.5.2.4 Suitable clothing, shoes, and/or other basic needs;
 - 9.5.2.5 Cost of utilities, (e.g., electricity, gas, sewage, and/or water);
 - 9.5.2.6 Rental assistance, deposit(s), a single month's rent to avoid eviction, and/or deposits for NMDs preparing to live independently;
 - 9.5.2.7 Goods, such as furniture and appliances;
 - 9.5.2.8 Emergency medical/dental and/or medication expenses;
 - 9.5.2.9 Transportation costs, including costs for car repairs, necessary for Participants to travel to and from medical/mental health appointments, school, work, etc.;
 - 9.5.2.10 Expenses for family recreational activities (e.g., movies, zoo) with a brief statement outlining the therapeutic value of the activity;
 - 9.5.2.11 Expenses necessary to enrich Participant's life (e.g., music, dance, and/or swimming lessons, equipment, or fees to participate in a sport, camp, scouting and/or other age-appropriate youth programs, uniforms for employment, etc.); and
 - 9.5.2.12 Other needs that promote Participant's success, safety, and/or permanency in the home, school, and community.
- 9.5.3 CONTRACTOR shall develop a Family Budget that is specifically related to items in the Participant's POC and include input from the entire Wrap CFT.
 - 9.5.4 CONTRACTOR shall monitor, administer, and establish procedures for CONTRACTOR's staff to access Flex Funds.
 - 9.5.5 CONTRACTOR shall provide to ADMINISTRATOR, as part of each POC, justification supporting the use of flexible spending as prudent and necessary to meet the needs of Participant and Participant's family, and to implement the Wrap OC process.
- 9.6 Family Emergency
 - 9.6.1 CONTRACTOR shall utilize Flex Funds throughout participation in Wrap OC to address Participant's Family Emergency expenditure(s).

9.6.2 CONTRACTOR shall monitor and administer the Family Emergency funds and establish procedures for CONTRACTOR's staff to access said funds. Family Emergency funds shall be used for, but not be limited to, the following:

9.6.2.1 Housing crisis;

9.6.2.2 Food or groceries;

9.6.2.3 Immediate need for prescription medication(s) or medical attention;

9.6.2.4 Inability by Participant's family to meet utility(ies) cost obligation;

9.6.2.5 Inability of parent(s) and/or caregiver(s) to maintain employment;

9.6.2.6 Transportation crisis (e.g., need for emergency bus tickets, taxi type fees, public transportation, and tow truck expenses); and

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

9.7 Additional Costs

Additional costs may be incurred as a routine part of providing Wrap OC. These costs are common to all Wrap OC Direct Services and are linked to an individual Participant and/or family need.

9.7.1 CONTRACTOR shall monitor and administer the use of Additional Cost funds and establish procedures for CONTRACTOR's staff to access said funds. Additional Cost funds shall be used for, but not be limited to, the following:

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

9.7.1.2 Celebrations honoring Participant and/or Participant's family's success at achieving milestones and concluding Wrap OC; and

9.7.1.3 Providing incentives for Participants and/or Participants' families that support Wrap OC practices and the development of

Participant's permanency and family self-sufficiency.

9.7.2 CONTRACTOR shall develop and implement procedures for documenting and accounting for the use of all Flex Funds related to Additional Costs listed in Subparagraph 9.7 of this Attachment A.

10. ADDITIONAL CONTRACTOR RESPONSIBILITIES

10.1 In addition to providing the services described in this Attachment A, CONTRACTOR shall:

10.1.1 Identify the roles of licensed and unlicensed staff, registered Associate Professional Clinical Counselor Interns (APCC), interns, volunteers, and/or student interns. The use of licensed and unlicensed staff, registered APCCs, interns, volunteers, and/or student interns shall require prior, written approval from ADMINISTRATOR.

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

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

10.1.4 Identify, in collaboration with, Participant and Participant's family any challenges concerning basic food needs, shelter, housing, and clothing that Participant and/or Participant's family may be experiencing.

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

10.1.5 Maximize opportunities to provide integrated, coordinated, and easily accessible community resources for Participant and Participant's family, and link them to these community resources.

10.1.5.1 CONTRACTOR shall follow-up to verify Participant/Participant's family was able to obtain the needed services/resources and document findings in POC within ninety (90) calendar days of linkage.

- 10.1.6 State the changes in circumstance that occurred in Participant and Participants' families resulting from community linkages.
- 10.1.7 Invite each Participant's assigned SSW, DPO, and/or MH Clinician responsible for on-going services to participate in all CFT meetings.
- 10.1.8 Require direct service staff to participate in required meetings (e.g., Wrap CFT, Emergency CFT, Multi-disciplinary Team (MDT), and/or other CFT) at the request of ADMINISTRATOR. Meetings may be virtual or in-person at COUNTY offices and/or at other locations.
 - 10.1.8.1 Wrap CFT meetings are scheduled to ensure the needs of Participant and Participant's family, as identified in the POC, are met. Every effort shall be made to ensure each Participant and Participant's family's voice is heard and that Participants and their family 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 Participant's needs and prevent or reduce the need for congregate care.
 - 10.1.8.2 Emergency CFT meetings are held to address Participant's safety and placement concerns. Emergency CFT meetings must occur within twenty-four (24) hours of the event that triggered the need for an Emergency CFT meeting or when there's a Participant's change of circumstances.
 - 10.1.8.3 CFT meetings incorporate a strength-based, consensus-driven, respectful process that demonstrates 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 each be up to ninety (90) minutes in duration.
 - 10.1.8.4 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 each be up to two (2) hours in duration.

- 10.1.9 Comply with ADMINISTRATOR's conflict resolution strategy on differences of opinion pertaining to the management of a Participant's case.
- 10.1.10 Ensure all CONTRACTOR staff that transport Participants, and their families, have a valid Class C California Driver's license with no serious traffic violations and proof of current automobile insurance.
- 10.1.11 Possess and maintain a current California business license.
- 10.1.12 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 30 of this Contract. Confidentiality shall extend to both the data collected by CONTRACTOR and printed reports, email communication and/or other related documents. No client Personally Identifiable Information (PII) or other data collected shall be disclosed without advance written approval of Participant and ADMINISTRATOR. CONTRACTOR shall also:
 - 10.1.12.1 Utilize a secure method of email communication as directed and approved by COUNTY.
 - 10.1.12.2 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 always secured.
- 10.1.13 Notify ADMINISTRATOR within one (1) calendar day of any breach and/or theft and/or loss of PII.
- 10.1.14 Notify ADMINISTRATOR within one (1) business day of any subpoenas received in connection with Wrap OC involving CONTRACTOR, CONTRACTOR's staff, Participant and/or Participant's family.
- 10.1.15 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.

11. FACILITIES

Administrative services under this Contract shall be provided at:

NEW ALTERNATIVES, INC.

1202 W. Civic Center Dr., Suite 205

Santa Ana, CA 92703

11.1 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. Facilities shall be accessible by public transportation for Participants from throughout Orange County.

11.2 CONTRACTOR facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended.

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

12. REPORTING REQUIREMENTS

12.1 In addition to reporting requirements referenced in Paragraph 36 of this Contract, CONTRACTOR shall establish procedures, as approved by ADMINISTRATOR, to document Wrap OC fiscal and service delivery data.

12.2 CONTRACTOR shall submit to ADMINISTRATOR Wrap OC data in formats that include, but are not limited to, monthly and year-to-date summaries, and fiscal and service delivery data.

12.3 CONTRACTOR shall enter required data into ADMINISTRATOR's database by the tenth (10th) day of the month for the prior month's data. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to modify the frequency of reports submitted to ADMINISTRATOR.

12.4 Wraparound Phase and Progress Report

12.4.1 CONTRACTOR shall enter and maintain current data in

ADMINISTRATOR's database to generate accurate reports, which include, but are not limited to, the following:

- 12.4.1.1 Participant's first and last name;
- 12.4.1.2 Name of Care Coordinator, Parent Partner, Youth Partner, and supervisor assigned to each Participant's case;
- 12.4.1.3 Participant's current Wrap OC case phase, as described in Subparagraph 5.4 of this Attachment A, of the Participant's case;
- 12.4.1.4 The date(s) the first face-to-face, in-person meeting(s) occurred between Participant and/or Participant's family and the Care Coordinator, Parent Partner, and Youth Partner;
- 12.4.1.5 The date(s) the most recent face-to-face, in-person meeting(s) occurred during the month between Participant and/or Participant's family and the Care Coordinator, Parent Partner, and Youth Partner;
- 12.4.1.6 The frequency with which face-to-face, in-person meetings occurred during the month between Participant and/or Participant's family and the Care Coordinator, Parent Partner, and Youth Partner;
- 12.4.1.7 The date and version number of the current POC or POC Addendum;
- 12.4.1.8 A notation as to whether Participant's case is CalWORKs related;
- 12.4.1.9 The name of each Care Coordinator, the case number and names of Participants and Participants' families, and number of Wrap OC Referral Slots assigned to each specific Care Coordinator;
- 12.4.1.10 The name of each Parent Partner, the case number and names of Participants and Participants' families, and number of Wrap OC Referral Slots assigned to each specific Parent Partner;
- 12.4.1.11 The name of each Youth Partner and the case number and names of Participants assigned to each Youth Partner;
- 12.4.1.12 The name of each TFCO-OC Youth Partner and the case number and names of Participants assigned to each TFCO-OC

Youth Partner;

12.4.1.13 The name of each Wraparound Supervisor and the number of Parent Partners, Care Coordinators, and Youth Partners supervised by each Wraparound Supervisor;

12.4.1.14 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 CONTRACTOR;

12.4.1.15 The name of each TFCO-OC Youth Partner and the case number and names of TFCO-OC Participants assigned to each TFCO-OC Youth Partner;

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

12.4.1.17 A description of CONTRACTOR's progress with implementing Participant's specific Wrap OC Phase, the success and/or shortfalls with implementation, and strategies for improvement, as applicable;

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

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

12.5 Child Out of Home Report (COR)

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

12.5.1 CONTRACTOR shall update the COR information into

ADMINISTRATOR's database on the day the information is received, or no later than the next business day, upon Participant's return to the home or upon receipt of information concerning Participant's whereabouts. The COR information shall include, but not be limited to:

12.5.1.1 Participant's name;

12.5.1.2 Date of placement;

12.5.1.3 Date of legal status change (i.e., Ward or Dependent of the Juvenile Court and/or engaged in Family Reunification [FR], Family Maintenance [FM], Family Preservation, Adoption Assistance Program [AAP] Services, etc.);

12.5.1.4 Name and location of placement or placement facility; and

12.5.1.5 Date Participant was removed from and/or returned to placement, as applicable.

12.6 Wrap OC Flex Fund Report

12.6.1 CONTRACTOR shall enter all Flex Fund expenditures into ADMINISTRATOR's database no later than the fifteenth (15th) calendar day of each month for the prior month of service. Flex Fund expenditure information shall include, but not be limited to, the following:

12.6.1.1 Flex Funds for commodities and/or services utilized are identified in each POC;

12.6.1.2 The relevance of each purchase and expenditure to the POC;

12.6.1.3 How the purchased goods and/or service(s) impacted Participant and/or Participant's family within the POC timeframe; and

12.6.1.4 The type(s) of expense(s) (e.g., food) and funding source(s) (e.g., AAP expenditure).

12.7 Wrap OC Outcome Measures Report

12.7.1 CONTRACTOR shall provide monthly reported Wrap OC performance data as referenced in Subparagraph 3.2 of this Attachment A. ADMINISTRATOR shall determine parameters of required data, date(s) data is required, and format data is provided. CONTRACTOR shall comply with instructions from ADMINISTRATOR, State requirements

and standards for other and/or additional performance outcome measures, which may be implemented by ADMINISTRATOR or the State during the term of this Contract.

12.8 Wrap OC SSA and HCA Programmatic Report

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

12.9 Miscellaneous Wrap OC Reports

12.9.1 CONTRACTOR shall comply with ADMINISTRATOR's request for additional reports regarding 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 provide.

12.10 Special Incident Report

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

12.10.1.1 Use the Special Incident Report form provided by

ADMINISTRATOR and state all details of the incident clearly and completely, including actions taken;

12.10.1.2 Notify ADMINISTRATOR, or designee, by telephone, immediately after learning of the occurrence;

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

12.10.1.4 Report threats of violence by Participant and/or Participant's family member(s) to ADMINISTRATOR, or assigned designee, including the assigned DPO and/or SSW and/or MH clinician, within one (1) hour upon learning of the occurrence.

12.10.1.5 Follow-up with ADMINISTRATOR, or designee, with any updated information related to Special Incident Report within twenty-four (24) hours of special incident report submission.

13. MEETINGS

13.1 CONTRACTOR shall attend regularly scheduled meetings with ADMINISTRATOR and other Wrap OC Providers, including but not limited to:

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

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

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

13.1.4 Quality Assurance quarterly and/or monthly meetings, with the frequency determined by ADMINISTRATOR;

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

13.1.6 COUNTY Wraparound Oversight Group (WOG) meetings quarterly and WRIT monthly meetings to discuss trends and resolve Wrap OC Support

Service issues.

14. UTILIZATION REVIEW

- 14.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to conduct Utilization Reviews (UR) to review and evaluate a random selection of family case records. The review may include, but is not limited to, an evaluation of the necessity, appropriateness, and length of services. Cases reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases. CONTRACTOR shall allow COUNTY staff (SSA, HCA, and Probation) including, but not limited to, CFS, Wraparound, Quality Assurance, PNP Coordinators, Contract Administrators, Parent Partner Representative, and Support Services Representative to access Participant files for URs, to assess and evaluate CONTRACTOR's documentation, records, and performance. ADMINISTRATOR shall determine frequency of reviews.
- 14.2 ADMINISTRATOR may conduct a UR at CONTRACTOR's facility referenced in Paragraph 11 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. CONTRACTOR shall make available, within five (5) days from the date of request by ADMINISTRATOR, a random and/or predetermined selection of CONTRACTOR's case records for Participants referred by ADMINISTRATOR. The review shall include, but is not limited to, an evaluation of the necessity, appropriateness of services provided, length of services, required reports timeliness, and accuracy and completeness of Participant records. Cases reviewed shall be selected by ADMINISTRATOR.
- 14.3 ADMINISTRATOR may provide oral and/or written feedback on UR findings. CONTRACTOR shall comply and take corrective action based on UR findings and in accordance with ADMINISTRATOR's timelines.
- 14.4 In the event CONTRACTOR, ADMINISTRATOR, COUNTY's CFS representatives and/or ADMINISTRATOR's designee are unable to resolve differences of opinion on the necessity, appropriateness and length of services, the dispute shall be submitted to COUNTY's Director of CFS for final resolution. Nothing in this Subparagraph shall affect COUNTY's termination rights under

Paragraph 41 of this Contract.

15. INVOICING

15.1 CONTRACTOR shall submit invoices and supporting documentation to ADMINISTRATOR in accordance with Subparagraph 20.3 of the Contract. Required supporting documentation to accompany invoices shall include, but is not limited to, the following:

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

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

15.1.3 A copy of the HCA expenditure/revenue/staffing report for the month services are provided;

15.1.4 A salary and benefits worksheet and staff roster including, but not limited to, staff's name, contract position, position type, bilingual status, FTE, hours worked and hourly rate.

15.2 It is mutually understood that ADMINISTRATOR may, at its sole discretion, delay processing of invoices for payment until all supporting documentation referenced in Subparagraph 15.1 of this Attachment A is submitted to ADMINISTRATOR.

16. BUDGET

16.1 The annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

| <u>STAFFING</u> | <u>FTE</u> ⁽¹⁾ | <u>Position</u> <u>Type</u> ⁽²⁾ | <u>Maximum</u> <u>Hourly Rate</u> ⁽³⁾ | <u>Annual Budget</u> |
|--------------------------------------|---------------------------|---|---|----------------------|
| Care Coordinator ⁽⁴⁾ | 10 | D | \$28.00 | |
| Mental Health Clinician | 0.50 | D | \$33.50 | |
| Parent Partner ⁽⁴⁾ | 10 | D | \$24.00 | |
| Program Director | 1 | D | \$46.00 | |
| Quality Assurance Coordinator | 1 | D | \$26.50 | |
| Wraparound Supervisor ⁽⁴⁾ | 4 | D | \$36.50 | |
| Youth Partner ⁽⁴⁾ | 10 | D | \$24.00 | |
| Data Entry Clerk | 2 | A | \$21.50 | |
| Bookkeeper | 0.7 | A | \$36.50 | |

| | |
|--|--------------------|
| TOTAL SALARIES | \$2,105,588 |
| BENEFITS ⁽⁵⁾ | \$ 500,030 |
| TOTAL SALARIES AND BENEFITS | \$2,605,618 |
| SERVICES, SUPPLIES AND OPERATING EXPENSES ^{(6) (7) (8)} | \$ 319,382 |
| TOTAL SALARIES, BENEFITS, SERVICES, SUPPLIES, AND OPERATING EXPENSES | \$2,925,000 |
| WRAPAROUND FLEX FUNDS ⁽⁹⁾ | \$ 325,000 |
| Medi-Cal Reimbursement Funds ⁽¹⁰⁾ | \$ 300,000 |
| TOTAL ANNUAL BUDGET | \$3,550,000 |

- (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Contract. 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 Contract, regardless of the number of hours actually worked.
- (2) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.
- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (4) A minimum of fifty percent (50%) of Direct service positions shall be filled with bilingual staff.
- (5) Employee Benefits include health insurance, dental 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 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 (23.75%) of the actual salary expense claimed.

- (6) Mileage is limited to the amount allowed by IRS.
 - (7) Services and supplies shall include independent audit, IT service providers, office expense, program expense, telephone, mileage, advertising, minor equipment, and staff training.
 - (8) Operating expenses shall include facility lease/rental, equipment lease/rental, maintenance, utilities, and insurance.
 - (9) Flex Fund line item may be changed, deleted, or otherwise modified only by ADMINISTRATOR. CONTRACTOR shall obtain ADMINISTRATOR's advance written approval for Flex Fund usage.
 - (10) CONTRACTOR, after billing the required annual minimum in Medi-Cal eligible services, as referenced in Subparagraph 16.2, may be reimbursed fifty percent (50%), up to an annual maximum of three-hundred thousand (\$300,000), for every eligible Medi-Cal service dollar billed. Medi-Cal Reimbursed Funds shall be reinvested into Wrap OC and may not be reallocated.
- 16.2 CONTRACTOR shall enter into a corresponding Contract with HCA for Medi-Cal billing capacity and service population and shall bill a minimum of four-hundred thousand (\$400,000) annually in Medi-Cal eligible services. CONTRACTOR shall be reimbursed an additional rate of fifty percent (50%), up to a maximum of three hundred thousand (\$300,000) annually, for every eligible Medi-Cal service dollar billed that exceeds the required four-hundred thousand (\$400,000) annual minimum. The additional Medi-Cal reimbursed funds shall be reinvested into Wrap OC.
- 16.3 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract 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.
- 16.4 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 funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 41.1 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment A. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

16.5 In the event the budget shown in Subparagraph 16.1 of this Attachment is modified, the modified budget shall remain in effect for the remainder of the Contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by ADMINISTRATOR. For example, if Budget Modification #1 is approved on August 15, 2023, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Contract year shall be identical to the most recently modified annual budget.

17. STAFFING REQUIREMENTS

17.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to achieve service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English and demonstrate the ability to prepare clear, complete, and concise case notes, reports, etc., in both English and the specified languages. 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.

17.2 CONTRACTOR shall provide qualified bilingual staff as specified in Subparagraph 7.4 of this Attachment A. A minimum of fifty percent (50%) of Direct service positions shall be filled with bilingual staff. CONTRACTOR shall clearly identify bilingual staff positions in the budget and ensure the staff filling said positions are proficient in the specific language in which services will be

provided.

- 17.3 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and understand, the diversity of cultures which can be found among the population identified in Subparagraph 1.1. CONTRACTOR shall employ staff with the background, training, and experience to provide Wrap OC Services.
- 17.4 CONTRACTOR shall document and track all recruitment and retention efforts and make records available to ADMINISTRATOR upon request.
- 17.5 ADMINISTRATOR may make modifications to minimum staffing education and experience requirements as deemed to be in the best interest of COUNTY.
- 17.6 CONTRACTOR's staff shall adhere to the Wrap OC Rules of Conduct as required by CONTRACTOR and ADMINISTRATOR.
- 17.7 CONTRACTOR shall provide at minimum, the following described staff positions and shall submit to ADMINISTRATOR proof of staff's education, experience, and licensure and/or license-eligible status, in accordance with Subparagraph 26.2 of the Contract:
 - 17.7.1 Care Coordinator
 - Duties
 - 17.7.1.1 Maintain a caseload of 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, face-to-face, in-person, and/or virtual contacts with the Participant and/or the Participant's family, consultation time as necessary, case management and documentation, and identified crisis time.
 - 17.7.1.2 Assemble Participant's Wrap CFT within three (3) weeks of case assignment, by interviewing Participant's family, and identifying family members, natural supports, Agency representatives and others who are or may be significant to Participant and/or Participant's family.

- 17.7.1.3 Coordinate Wrap CFT meetings with Participants and their respective Wrap CFTs and develop the individualized POC based on the Wrap CFT's strengths and needs.
- 17.7.1.4 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.
- 17.7.1.5 Assist Participant and Participant's Wrap CFT to access strength-based mental health, social services, education services, and other supports and services as identified by Participant and Participant's Wrap CFT, including services available through the PNP.
- 17.7.1.6 Provide or secure support and crisis/emergency services for Participant and/or Participant's Wrap CFT, including services available through the PNP. Supports and crisis/emergency services may be provided through face-to-face contact, phone contact, and/or staff availability by mobile or other on-call system.
- 17.7.1.7 Ensure Participant and Participant's Wrap CFT are involved in all phases of determining the goals and needs identified in the POC.
- 17.7.1.8 Discuss the provision and quality of activities provided with Participant and Participant's Wrap CFT and ensure that activities are responsive to goals and needs identified in the POC.
- 17.7.1.9 Meet with Participant when scheduled and immediately notify Participant and Participant's parent/caregiver (for youth), via telephone, when a change in scheduling or a cancellation is unavoidable.
- 17.7.1.10 Modify the POC when services or resources need to be added, modified, and/or deleted.
- 17.7.1.11 Act as a liaison for Participant and Participant's Wrap CFT when new services and/or resources need to be sought and/or

developed.

- 17.7.1.12 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 Participant unless approved in advance and in writing by the Wraparound Supervisor or Wraparound Director.
- 17.7.1.13 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, to maximize Participant's and family's supports.
- 17.7.1.14 Ensure professional boundaries are established and maintained between Care Coordinator and Participants and/or Participant's family.
- 17.7.1.15 Provide 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 business hours.
- 17.7.1.16 Complete all required Medi-Cal documentation for services for all Medi-Cal eligible Participants.
- 17.7.1.17 Complete all necessary documentation required by COUNTY, including completing and inputting required data into ADMINISTRATOR's Database System and/or IRIS, and participation in the Wraparound Fidelity Index (WFI) process.
- 17.7.1.18 Maintain accurate information, ensuring that Participant and family demographic information is always up-to-date in ADMINISTRATOR's Database System.
- 17.7.1.19 Participate in all meetings and training sessions as required by WOG and/or WRIT.
- 17.7.1.20 Participate in Quality Assurance/Quality Improvement studies

as required by WOG and/or WRIT.

17.7.1.21 Participate in a minimum of six (6) annual Professional Growth for Care Coordinators trainings and attend monthly Wrap OC Institute Trainings, as offered by ADMINISTRATOR.

Qualifications

17.7.1.22 Bachelor's degree in social work, psychology, nursing, occupational therapy, or a related field from an accredited college or university; one (1) year of experience in human services, preferably case management; and one (1) year of experience working with the target population as defined in Paragraph 1 of this Attachment A. Must possess a valid California driver's license and proof of current automobile insurance with access to reliable vehicle.

17.7.2 Mental Health Clinician

Duties

17.7.2.1 Develop a therapeutic relationship with each Participant by assessing individual needs and assisting in meeting those needs.

17.7.2.2 Complete required Medi-Cal documentation, including comprehensive mental health assessment and care plan for each assigned Participant, within thirty (30) calendar days.

17.7.2.3 Maintain contact with referring agency representatives.

17.7.2.4 Maintain open communication with family and team in accordance with therapeutic confidentiality.

17.7.2.5 Participate in the Wrap CFT process and speak to the mental health needs of the Participant.

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

17.7.2.7 Submit assessments, care plans, and other documentation to supervisor within appropriate medical billing standard timeframes.

17.7.2.8 Maintain flexibility in scheduling to meet the needs of the client and family.

17.7.2.9 Participate in peer reviews and other audit activities.

17.7.2.10 Provide crisis de-escalation support to Participants.

17.7.2.11 Address crisis situations that may arise during working hours.

Qualifications

17.7.2.12 Master's degree in psychology or social work from an accredited college or university. Licensed or license-eligible Marriage and Family Therapist (MFT) or Licensed Clinical Social Worker (LCSW) registered with the California Board of Behavioral Science. Proficiency in the use of Electronic Health Record is preferred. Excellent written and verbal communication skills. Demonstrated ability to work independently and complete assigned tasks. Ability to apply sound reason in problem-solving situations where only limited standardization may exist. Interpret a variety of instructions furnished in written, oral, diagrammatic, or schedule form. Strong engagement skills and ability to demonstrate a high level of professionalism, common-sense, and good judgment. Possess a valid California Driver's license and proof of current automobile insurance with access to reliable vehicle.

17.7.3 Parent Partner

Duties

17.7.3.1 Provide "one-to-one" interaction with Participant's 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.

17.7.3.2 Attend all scheduled Wrap CFT meetings and engage Participant and Participant's family in expressing their respective voices, choices, and ownership of their goals, as stated and agreed upon by Participant, Participant's family and Wrap CFT, and as documented in Participant's POC and Safety Plan.

- 17.7.3.3 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.
- 17.7.3.4 Perform other duties in support of the Wrap OC Program as assigned, including participation in the WFI process.
- 17.7.3.5 Be available to provide telephone support and crisis de-escalation 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 business hours.
- 17.7.3.6 Meet with Participant's family and/or NMD outside of Wrap CFT meetings to support, empower and assist/coach Participant's family and/or NMD with identifying, selecting, and completing interventions and/or activities.
- 17.7.3.7 As determined by Wrap CFT, assist NMD with becoming involved in academic, social and recreational activities; identifying and developing skills required to develop a résumé, 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 Participant to become confident and proficient in said activities and other activities of independent living skills.
- 17.7.3.8 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 Participant unless approved in advance and in writing by the Wraparound Supervisor or Wraparound Director.
- 17.7.3.9 Possess a clear understanding of the Wrap OC phases, strength-based approach, and team decision making process.

- 17.7.3.10 Establish a temporary, professional relationship with Participant and/or Participant's family that terminates upon commencement or discontinuance of Wrap OC.
- 17.7.3.11 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.
- 17.7.3.12 Assist the family with researching, identifying, developing, and obtaining resources to assist the family, as needed.
- 17.7.3.13 Participate in a minimum of six (6) "Professional Growth for Parent Partners" training sessions each fiscal year, as offered by the Wraparound Support Services Provider, and attend all monthly Wrap OC Institute trainings and any additional training(s) as required by ADMINISTRATOR.
- 17.7.3.14 Complete all required Medi-Cal documentation for services provided to all Medi-Cal eligible Participants.
- 17.7.3.15 Maintain required paperwork and documentation.
- 17.7.3.16 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 ADMINISTRATOR's database.

Qualifications

- 17.7.3.17 Minimum of six (6) months of experience as a parent or caregiver in managing the care of an immediate family member, or a child/youth/NMD youth with a history of involvement with COUNTY's Child Welfare Services, Probation or Mental Health System. Experience working with and/or mentoring children and youth/young adults. A minimum of two (2) years of full-time equivalent experience (paid and/or unpaid) accessing services to address serious emotional or behavioral problems, and

familiarity with community resources. May possess personal experience and involvement with COUNTY's Child Welfare Services, Probation, Mental Health and/or Foster Care System. Possess a valid California Driver's License and proof of current automobile insurance with access to reliable vehicle.

17.7.4 Program Director

Duties

- 17.7.4.1 Provide oversight and supervision for the Wrap OC Program, including once a week individual and group supervision of Wraparound Supervisors.
- 17.7.4.2 Ensure agency is compliant with staffing requirements and that staff coverage is maintained, including on-call assignments.
- 17.7.4.3 Maintain cooperative and effective working relationships with Wrap OC staff to provide maximum support to Participants and families.
- 17.7.4.4 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 business hours.
- 17.7.4.5 Participate in and ensure staff participate in mandatory trainings as determined by COUNTY.
- 17.7.4.6 Provide a periodic review of randomly sampled POC using ADMINISTRATOR's audit tool, as determined by ADMINISTRATOR.
- 17.7.4.7 Attend quarterly Quality Assurance meetings with COUNTY's Wraparound Program Administrator or designee.
- 17.7.4.8 Attend monthly WRIT and POC presentations, and monthly Wrap OC Institute Trainings.
- 17.7.4.9 Attend monthly Support meetings with Wrap OC ADMINISTRATOR.
- 17.7.4.10 Review Individual Service Reports (ISR) for accuracy and

submit to County by the contractual deadline.

17.7.4.11 Review Wrap OC expenditure forms and invoices for accuracy and submit to ADMINISTRATOR by the required deadline.

17.7.4.12 Facilitate, or designate a supervisor to facilitate, Medi-Cal documentation trainings to all Wrap OC Providers, to ensure understanding of compliant Medi-Cal documentation and provide updates on documentation changes as required by HCA.

17.7.4.13 Monitor staff's Medi-Cal billing productivity to ensure monthly agreed-upon, DSH or UOS, expectations are met.

17.7.4.14 Monitor and review Medi-Cal billing and IRIS input to ensure correlation between UOS reported to HCA and ADMINISTRATOR.

17.7.4.15 Monitor and review HCA monthly expenditure/revenue report to ensure correlation between UOS and cost of services reported to HCA and ADMINISTRATOR.

17.7.4.16 Review and verify Flex Fund usage procedures are in compliance with CONTRACTOR's established fiscal strategies and provide advance written approval when Flex Fund expenditures exceed five hundred dollars (\$500) per expense.

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

17.7.4.18 Monitor and maintain ongoing and/or annual required background checks and clearances on all Wrap OC staff.

17.7.4.19 Ensure professional boundaries are established and maintained between staff and Participants and/or Participants' families.

Qualifications

17.7.4.20 Master's degree in psychology, sociology, social work or a related field from an accredited college or university. Licensed or license-eligible MFT/ LCSW is preferred. Two (2) years of related counseling experience in addition to one (1) year of

supervisory and administrative experience. Knowledge of theory and techniques of individual, family, and group dynamics, substance abuse issues, mental health, educational/developmental delays, Commercially Sexually Exploited Children (CSEC), gender identity, etc. A valid California Driver's license and proof of current automobile insurance with access to reliable vehicle.

17.7.5 Quality Assurance Coordinator

Duties

17.7.5.1 Monitor and ensure integrity of Medi-Cal billing, track required paperwork from staff to ensure timelines are followed, ensure quality of program and utilize systems developed by ADMINISTRATOR to monitor paperwork.

Qualifications

17.7.5.2 High school diploma. Excellent communication skills; and proficiency in Microsoft Word.

17.7.6 Wraparound Supervisor

Duties

17.7.6.1 Maintain a staffing schedule ensuring that no more than twelve (12) FTE Wrap OC staff, Care Coordinators, Parent Partners, and Youth Partners, are under direct supervision.

17.7.6.2 Maintain cooperative and effective working relationships with staff to provide maximum support to Participants and families.

17.7.6.3 Attend monthly WRIT and POC presentations, and all monthly Wrap OC Institute Trainings.

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

17.7.6.5 Ensure that all documents and procedural forms are signed and

submitted to WRIT and/or Medi-Cal, as appropriate, within designated time frames.

- 17.7.6.6 Ensure accuracy and timeliness of POC and other documents requiring Wraparound Supervisor's signature and/or approval.
- 17.7.6.7 Notify ADMINISTRATOR of changes in Wrap CFT composition, through updates of Wrap phases and Progress Reports.
- 17.7.6.8 Ensure completion of Child and Adolescent Needs and Strengths (CANS) assessment by Wraparound staff and provide a copy of each CANS to the referring party.
- 17.7.6.9 Maintain accountability for all Wrap OC Policies and Procedures as provided by WOG and/or WRIT.
- 17.7.6.10 Provide orientation and training in Wrap OC to all new Care Coordinators, Parent Partners, and Youth Partners.
- 17.7.6.11 Facilitate, or assist the Program Director to facilitate, Medi-Cal documentation trainings to all Wrap OC Providers, to ensure an understanding of compliant Medi-Cal documentation and provide updates on documentation changes as required by HCA.
- 17.7.6.12 Monitor service utilization, review monthly reports and POCs/ Safety Plans, and provide feedback to Care Coordinators.
- 17.7.6.13 Monitor Flex Fund expenditures, the County's database entries and reports for accuracy.
- 17.7.6.14 Monitor situation(s) in which Participant(s) may be at-risk of placement disruption and ensure timely submission of COR.
- 17.7.6.15 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.
- 17.7.6.16 Conduct weekly 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 team group supervision. Individual supervision shall include ongoing feedback and support on each Care Coordinator, Parent Partner and Youth Partner's strengths as well as areas requiring improvement.

17.7.6.17 Provide community safety training to, and remain receptive to the community safety needs of, Care Coordinators, Parent Partners and Youth Partners with tools to maximize safety, i.e., cell phones/pagers.

17.7.6.18 Provide 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 business hours.

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

17.7.6.20 Provide coverage for Care Coordinators, Parent Partners and Youth Partners, as needed.

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

17.7.6.22 Assist Care Coordinators, Parent Partners and Youth Partners with empowering Wrap CFTs, i.e., building on Participant and Participant's family strengths, meeting Participants and Participants' families' needs, and assisting Participants and Participants' families with utilizing community resources.

17.7.6.23 Conduct meetings, to include Emergency CFTs, with Wrap CFT members to resolve challenging issues, as needed.

17.7.6.24 Provide Care Coordinators, Parent Partners and Youth Partners with ongoing assistance to work through crisis situations as well

as day-to-day trouble shooting.

17.7.6.25 Review all Participant cases pending conclusion with the assigned case Care Coordinator, and ensure transition planning.

17.7.6.26 Conduct at minimum yearly performance evaluations for staff assigned for supervision.

17.7.6.27 Ensure professional boundaries are established and maintained between staff and Participants and/or Participants' families.

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

17.7.6.29 Review and approve requests for Flex Fund expenditures.

17.7.6.30 Review and verify Flex Fund usage procedures are compliant with CONTRACTOR's established fiscal strategies.

17.7.6.31 Review Wrap OC and Medi-Cal case notes, including Notes to chart located in Medi-Cal notes for services not eligible/billable to Medi-Cal, for families served by Care Coordinators under supervision.

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

17.7.6.33 Review program documentation to ensure accuracy and adherence to the Wrap OC process.

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

Qualifications

17.7.6.35 Master's degree in social work, psychology, nursing, occupational therapy, or a related field from an accredited college or university. Licensed or license-eligible MFT or LCSW. One (1) year of experience in human services, preferably case management. One (1) year of experience in care coordination or similar experience. One (1) year of experience working with the

target population as defined in Paragraph 1 of this Attachment A.
Possess a valid California Driver's License and proof of current automobile insurance with access to reliable vehicle.

17.7.7 Youth Partner

Duties

- 17.7.7.1 Develop a one-to-one relationship with Participant by providing support, guidance, and concrete assistance, focusing on the needs of Participant. Youth Partner shall function as both a positive role model and an advocate for Participant in Participant's family or family-like system and community.
- 17.7.7.2 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 violence, bullying, coercion, truancy, tantrums, manipulation, defiance, disrespectful behavior and/or breaking the law.
- 17.7.7.3 Adapt to and be flexible with changes in the Wrap OC process and its progression.
- 17.7.7.4 Extend assistance to Participant's minor sibling(s) and/or other child(ren) in the home, as determined by the needs identified by the Wrap CFT.
- 17.7.7.5 Provide services in Participant's residence, school, community settings and/or alternate sites as authorized by ADMINISTRATOR.
- 17.7.7.6 Conduct initial meeting with Participant and Participant's parent(s)/caregiver(s) within ten (10) calendar days of receipt of referral.
- 17.7.7.7 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 ADMINISTRATOR's database.

- 17.7.7.8 Collaborate with Participant and Participant's parent(s)/caregiver(s) and the referring parties to develop a plan with identified interventions to assist Participant with identifying, establishing, and meeting specific educational, employment-related, social and emotional goals that are important to Participant.
- 17.7.7.9 Meet with Participant as scheduled. If a change in scheduling or cancellation is unavoidable, immediately notify Participant's parent(s)/caregiver(s) via telephone and provide written justification in Participant's case file and the ADMINISTRATOR's database within two (2) business days of change or cancellation.
- 17.7.7.10 Provide services for one-to-five (1-5) hours per week, as determined by ADMINISTRATOR to best meet the needs of Participant and Participant's family.
- 17.7.7.11 Be available to provide telephone support and crisis de-escalation to Participants and NMDs twenty-four (24) hours a day, seven (7) seven days a week, including holidays, through an on-call system after business hours.
- 17.7.7.12 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.
- 17.7.7.13 Provide one-to-one, face-to-face, in-person interactions with Participant within the community.
- 17.7.7.14 Assist Participant and Participant's family with identifying and locating natural supports that can link Participant to the community and support transition, to sustain Participant once the Youth Partner's involvement ends.

- 17.7.7.15 Assist Participant with developing employment skills, creating a resume, and conducting a job search, and/or identifying and building upon other independent-living skills needed to enable Participant to become self-sufficient as applicable. Provide encouragement and coaching to aid Participant with becoming more confident and proficient in the aforementioned areas.
- 17.7.7.16 Teach, model, and reinforce the development of age-appropriate social skills required for the development and sustaining of ongoing relationships within Participant's family and community, i.e., peers, friends, teachers, mentors, and other natural supports.
- 17.7.7.17 Provide a consistent, supportive environment in which 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.
- 17.7.7.18 Create varied, fun, and strengthening environments to reinforce Participant's development and use of positive behaviors, activities, and skills.
- 17.7.7.19 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 Participant and/or sibling(s) unless approved in advance by the Wraparound Supervisor or Wraparound Director.
- 17.7.7.20 Obtain required written consent from Participant's parent(s)/caregiver(s) prior to transporting Participant and/or Participant's sibling(s).
- 17.7.7.21 Pick up and/or drop off Participant and/or sibling(s) only when Participant's parent/caregiver or previously authorized adult designee is home or at the agreed upon location. In the event

Participant's parent/caregiver or previously authorized adult designee is not present, Youth Partner shall not transport Participant and/or Participant's sibling(s) and shall immediately contact Wraparound Supervisor and/or CONTRACTOR's designee for assistance.

17.7.7.22 Establish and maintain professional boundaries with Participant and encourage effective communication with Participant and between Participant, Participant's family, and Wrap CFT.

17.7.7.23 Establish a temporary, professional relationship with Participant or Participant's family that terminates upon commencement or discontinuance of Wrap OC Services.

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

17.7.7.25 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.

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

17.7.7.27 Attend all Wrap CFTs, Emergency CFTs and all one-to-one, in-person 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.

17.7.7.28 Complete all required Medi-Cal documentation for services to

Medi-Cal eligible Participants.

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

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

17.7.7.31 Participate in training related to working with the TFCO–OC model.

Qualifications

17.7.7.32 Bachelor’s degree in human services or a related field from an accredited college or university, or a minimum of one (1) year of experience (preferably more) working with the target population as defined in Paragraph 1 of this Attachment A. Experience working with youth and/or NMD in an employment or volunteer capacity is preferred; Experience supporting youth in their personal development through regular interactions, leading to supportive and trusting relationship. Possess a valid California Driver’s License and proof of current automobile insurance with access to reliable vehicle.

17.7.8 Data Entry Clerk

Duties

17.7.8.1 Enter data and notes for timely and accurate billing, utilize systems developed by ADMINISTRATOR, track and bill expenses, file required documentation and ensure case files are properly up to date.

Qualifications

17.7.8.2 High school diploma. Excellent communication skills; and proficiency in Microsoft Word.

17.7.9 Bookkeeper

Duties

17.7.9.1 Perform accounting functions; prepare monthly invoices, analyze budgets and monthly expenditures. Keep Program Director and Program Administrator informed on financial data and maintain fiscal files and reports.

Qualifications

17.7.9.2 High school diploma. Good analytical skills; and proficiency in Microsoft Excel.

18. TRAINING

CONTRACTOR shall comply with ADMINISTRATOR’s training including initial and ongoing trainings provided by ADMINISTRATOR for CONTRACTOR staff who deliver Wrap OC services. ADMINISTRATOR’s designee and/or CDSS may provide subsequent training(s). At ADMINISTRATOR’s discretion, training may be extended to CONTRACTOR’s administrative Wrap OC staff.

18.1 CONTRACTOR shall ensure that all Wrap OC staff complete required trainings within thirty (30) days of hire date, when changing positions within Wrap OC, or when ADMINISTRATOR’s trainings are next offered.

18.2 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 mandatory trainings:

18.2.1 Wrap OC Overview Training

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.

18.2.1.1 Wrap OC Core Training

Wrap OC 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 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.

18.2.1.2 CONTRACTOR shall provide staff to assist with conducting said training at ADMINISTRATOR's discretion. ADMINISTRATOR intends to conduct training a minimum of two (2) times per calendar year.

18.2.2 TFCO-OC Training

18.2.2.1 CONTRACTOR shall ensure that all Wrap OC staff assigned to TFCO-OC Participants, participate and complete the TFCO-OC Overview model training as soon as staff are identified as being assigned a TFCO-OC referral as required by the TFCO-OC model.

18.2.3 Facilitation Training

Facilitation training is a one (1)-day training that follows the Wrap OC Core series. This training is designed to build Wrap CFT facilitation skills, enhance community-based service coordination, and model Wrap CFT principles including the Wrap OC model's strength-based, family-centered, team-driven approach.

18.2.3.1 Database Training

Database Training follows the Wrap OC Core series and is designed to provide an introduction and instructions on the use of ADMINISTRATOR's database.

18.2.4 Wrap OC Institute Training

Wrap OC Institute Training is a 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.

18.2.5 Wrap OC Professional Growth Training

Wrap OC Professional Growth Training is 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.

18.2.6 New Parent Partner Training

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

18.2.6.1 New Youth Partner Training

New Youth Partner training outlines the roles and expectations of Youth Partners

18.2.6.2 CONTRACTOR shall ensure that the Wraparound Director, Wraparound Supervisors, and Youth Partners complete this mandatory training following the Wrap OC Core series as scheduled by ADMINISTRATOR and/or as ADMINISTRATOR deems appropriate.

18.2.7 Medi-Cal Training

Medi-Cal Training is a two (2)-day training that follows the Wrap OC Core series. The Medi-Cal Training is designed to provide an overview of, but is not limited to, the following:

18.2.7.1 Medi-Cal eligibility and reimbursement guidelines;

18.2.7.2 Health Insurance Portability and Accountability Act (HIPAA) and Office of HIPAA compliance requirements;

18.2.7.3 Collaboration with treating therapists;

18.2.7.4 Assessment, Care Plan (CP) and medical necessity determinations.

18.2.7.5 Documentation, signatures, and authorizations;

18.2.7.6 Data entry and access to IRIS database;

18.2.7.7 Case management and rehabilitation services;

18.2.7.8 Intensive Care Coordination and In Home Behavior Support activities; and

18.2.7.9 Medi-Cal documentation, chart review and audits. CONTRACTOR shall facilitate ongoing Medi-Cal documentation trainings to all Wrap OC Provider Agencies' staff, to ensure an understanding of compliant Medi-Cal documentation and to provide updates on documentation changes as required by HCA.

18.2.8 CONTRACTOR Training

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

18.2.8.1 Identify, address, and resolve conflicts during the facilitation of Wrap CFT meetings, and thereafter, if necessary, to accomplish the family mission;

18.2.8.2 Guide the development of individualized, effective POCs and the timely progression of the Wrap CFT through the phases of Wrap OC;

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

18.2.8.4 Establish and maintain professional boundaries, and identify and effectively resolve instances of poor judgment resulting from inappropriate boundaries with Participant or Participant's family;

18.2.8.5 Identify barriers proactively to progress and seek supervisor assistance;

18.2.8.6 Input data accurately and timely into ADMINISTRATOR's database;

18.2.8.7 Participate in the Wraparound Fidelity Index (WFI) interviewing process as needed; and

18.2.8.8 Administer pre- and post-tests in a format approved by ADMINISTRATOR.

18.3 CONTRACTOR shall have a training and staff development plan that includes topics in accordance with California Wraparound Standards ACIN 1-52-15. Training and staff development plan shall adhere to and supplement ADMINISTRATOR's Wrap OC Training Plan.

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

18.5 CONTRACTOR shall mentor and coach staff on an ongoing basis by experienced peers to ensure high-quality implementation of the values and processes of Wrap OC.

18.6 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.

18.7 CONTRACTOR shall participate in the development of training materials and the provision of training as part of the Wrap OC Training Committee. CONTRACTOR shall also participate in the development of additional training materials and additional trainings for Wrap OC Provider Agency and COUNTY staff, as required by ADMINISTRATOR.

18.8 CONTRACTOR shall ensure that each Care Coordinator, Parent Partner, and Youth Partner attend service coordination meetings provided by the Wrap OC Support Services Provider.

19. QUALITY ASSURANCE/QUALITY CONTROL

19.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan (QCP), in a format approved by AMINISTRATOR, to monitor the level of program service and quality. CONTRACTOR shall submit the QCP plan which shall be effective upon Contract start date and shall be updated and resubmitted for ADMINISTRATOR

approval when changes occur. The QCP shall include, but not be limited to, the following:

- 19.1.1 The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;
 - 19.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
 - 19.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and
 - 19.1.4 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.
- 19.2 CONTRACTOR shall also:
- 19.2.1 Participate with ADMINISTRATOR in the planning, design, and implementation of a Quality Assurance Program;
 - 19.2.2 Participate in Quality Assurance/Quality Improvement studies/activities as required by Wraparound Oversight Group (WOG) or WRIT; and
 - 19.2.3 Meet monthly with ADMINISTRATOR to discuss trends and resolve Wrap OC practice and process issues identified through the Quality Assurance Program.