RECEIVED
MAY 06 2009
CHIEF, CDAD

STATEMENT OF PROCEEDINGS FOR THE

REGULAR MEETING OF THE BOARD OF SUPERVISORS

OF THE COUNTY OF LOS ANGELES HELD IN ROOM 381B

OF THE KENNETH HAHN HALL OF ADMINISTRATION

500 WEST TEMPLE STREET, LOS ANGELES, CALIFORNIA 90012

Tuesday, April 28, 2009

9:30 AM

24. Recommendation: Approve form amendment to 32 of the current Wraparound Services contracts which will allow the County to continue to provide Wraparound Services under a service level now known as Tier I at an estimated cost of $351,456,000, partially financed using Board-approved Net County Cost (NCC) for the Katie A. Corrective Action Plan with the remaining to be financed using 36% Federal funds, 33% State funds and 31% NCC, and add a second service level, Tier II at an estimated cost of $78,676,000, extending the current contracts up to five years beginning May 1, 2009 through April 30, 2010, with four one-year options to extend, assuming all one-year extension options are exercised, financed using 100% Board-approved NCC for the Katie A. Strategic Plan; and approve the following: (Continued from meeting of 4-21-09) **(Departments of Children and Family Services, Mental Health and Probation)**

Form amendment to 15 of the current Wraparound Services contracts which will expand Wraparound Services to additional clients through Tier II-Full Service Partnership (Tier II-FSP) Wraparound Services for the five-year period with an estimated cost of $49,630,000 for the five year term assuming all one-year extension options are exercised, and is financed using approximately 20% State Mental Health Services Act (MHSA) funds and approximately 80% Board-approved NCC for the Katie A. Strategic Plan;

Authorize the Directors of Children and Family Services and Mental Health and the Chief Probation Officer to execute the amendments with the designated Wraparound Services contractors;

Also authorize the Directors of Children and Family Services and Mental Health and the Chief Probation Officer to execute the amendments to add Tier II-FSP Wraparound Services, if needed, to remaining Wraparound Services contracts of those contractors who may be eligible to provide these services at a later date;

Authorize the Director of Children and Family Services to exercise the options to extend the contracts by written notice provided that sufficient funding is available;

Approve the wraparound form contract and authorize the Directors of Children and Family Services and Mental Health and the Chief Probation Officer to execute new contracts with additional contractors who qualify to provide Tier I and Tier II Wraparound Services, or who qualify to provide Tier I, Tier II, and Tier II-FSP Wraparound Services, using the extended Request for Statement of Qualification (RFSQ) approved by the California Department of Social Services, to meet the needs of additional services as required by the Plan, and to ensure that all Wraparound Service needs are covered in all Service Planning Areas in the County during the five-year term of the contracts, provided that sufficient funding is available, and the contracts are procured in compliance with applicable Federal and State procurement regulations and County contracting policies;

Authorize the Director of Children and Family Services to extend the Wraparound Services contracts up to six months by written notice, if necessary, to complete a new solicitation process or contract negotiations provided that sufficient funding is available and applicable State and Federal regulations are observed;

Authorize the Director of Children and Family Services to execute amendments to the current Wraparound Services contracts to increase or decrease the maximum annual contract sum by no more than 10% of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that sufficient funding is available;

Authorize the Director of Children and Family Service to execute amendments to the current Wraparound Services contracts for non-material changes; and

Approve the amendment to Personal Involvement Center (PIC) on a month-to-month basis effective May, 1, 2009, not to exceed six months or October 31, 2009. This will allow PIC to continue providing Wraparound Services while a more thorough analysis of their financial viability is completed. Should PIC be found financially viable, authorize the Directors of Children and Family Services, Mental Health and the Chief Probation Officer to modify and execute the amendment to extend the PIC Wraparound Services contract for the remaining contract term until April 30, 2010. (09-0845)

Patricia Ploehn, Director of Children and Family Services, Miguel Santana, Deputy Chief Executive Officer, and Marvin J. Southard, Director of Mental Health and Robert Kalunian, Acting County Counsel, responded to questions posed by the Board.

Arnold Sachs addressed the Board.

After discussion, on motion of Supervisor Molina, seconded by Supervisor Knabe, this item was adopted as amended by Supervisor Molina to instruct the Chief Executive Officer, and Directors of Children and Family Services and Mental Health, to submit a monthly report beginning on May 30, 2009 with the following information:

- **Number of Social Workers completing screenings;**
- **Number of children screened;**
- **Number of children referred for mental health services;**
- **Amount of time between screening, assessment and treatment access;**
- **Number of children accessing services;**
- **Waiting times, if any at directly operated clinics or contract providers; and**
- **Quality of mental health services.**

Ayes: 5 - Supervisor Molina, Supervisor Ridley-Thomas, Supervisor Yaroslavsky, Supervisor Antonovich and Supervisor Knabe

Attachments: Board Letter
Revised Board Letter
Motion by Supervisor Molina
Report
Video
Audio

The foregoing is a fair statement of the proceedings of the meeting held April 28, 2009, by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

Sachi A. Hamai, Executive Officer

Executive Officer-Clerk
of the Board of Supervisors

By _____

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

PATRICIA S. PLOEHN, LCSW
Director

Board of Supervisors
GLORIA MOLINA
First District
MARK RIDLEY-THOMAS
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

April 21, 2009

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 APR 28 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

REQUESTING APPROVAL TO AMEND 32 WRAPAROUND APPROACH SERVICES CONTRACTS TO EXTEND THE TERM AND EXPAND THE DELIVERY OF SERVICES TO ADDITIONAL CLIENTS TO COMPLY WITH KATIE A. (ALL SUPERVISORIAL DISTRICTS AFFECTED) (3 VOTES)

SUBJECT

The Department of Children and Family Services (DCFS), the Department of Mental Health (DMH), and the Probation Department (Probation) are requesting approval to amend a total of 32 of the current Wraparound Approach Services (Wraparound Services) contracts to extend the contract term for up to five (5) years beginning May 1, 2009, and expand the delivery of service to additional clients utilizing a multi-tiered system to comply with the Katie A. Settlement Agreement.

JOINT RECOMMENDATION WITH THE DIRECTOR OF THE DEPARTMENT OF MENTAL HEALTH AND THE CHIEF PROBATION OFFICER THAT YOUR BOARD:

1. Approve Form Amendment (Attachment A) to 32 of the current Wraparound Services contracts (Attachment D). This will allow the County to continue to provide Wraparound Services under a service level now known as **Tier I** and add a second service level, **Tier II.** It will extend these current contracts up to five (5) years beginning May 1, 2009 through April 30, 2010, with four (4) one-year options to extend. The estimated cost for the five-year term of the contracts, assuming all one-year extension options are exercised, is $430,132,000, (**Tier I**: $351,456,000 plus **Tier II**: $78,676,000). **Tier I** is partially financed using Board-approved net County cost (NCC) for the Katie A. Corrective Action Plan (CAP) ($64,370,000), and the remaining $287,086,000 will be financed using 36 percent ($103,351,000) Federal funds, 33 percent ($94,738,000) State funds and 31 percent ($88,997,000) NCC. The estimated cost for **Tier II** is $78,676,000 and will be financed using 100 percent Board-approved NCC for the Katie A. Strategic Plan. Sufficient funding is included in

the Fiscal Year (FY) 2008-09 Adopted Budget and the FY 2009-10 Proposed County Budget.

2. Approve the Form Amendment (Attachment B) to 15 of the current Wraparound Services contracts (Attachment D). This amendment will expand Wraparound Services to additional clients through **Tier II-Full Service Partnership (Tier II-FSP)** Wraparound Services for the five-year period requested in Attachment A. The estimated cost for the five-year term of the contracts, assuming all one-year extension options are exercised is $49,630,000 and is financed using approximately 20 percent ($10,092,000) State Mental Health Services Act (MHSA) funds and approximately 80 percent ($39,538,000) Board-approved NCC for the Katie A. Strategic Plan. Sufficient funding is included in the FY 2008-09 Adopted Budget and the FY 2009-10 Proposed County Budget.

3. Delegate authority to the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, to execute the Form Amendments substantially similar to Attachments A and B with the designated Wraparound Services contractors in Attachment D.

4. Delegate authority to the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, to execute amendments (Attachment B) to add **Tier II-FSP** Wraparound Services, if needed, to remaining Wraparound Services contracts of those contractors who may be eligible to provide these services at a later date, provided that the Director of DCFS notifies your Board and the Chief Executive Office (CEO) in writing within ten (10) working days of execution of such amendments.

5. Delegate authority to the Director of DCFS, or designee, to exercise the options to extend the contracts as requested in Attachments A and B, by written notice provided that: (a) sufficient funding is available; (b) prior Director of DMH, Chief Probation Officer, and CEO approvals are obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing within ten (10) workdays of issuing the written notice.

6. Approve the Form Contract (Attachment C) and delegate authority to the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, to execute new contracts, substantially similar to the Form Contract, with additional contractors who qualify to provide **Tier I** and **Tier II** Wraparound Services, or who qualify to provide **Tier I**, **Tier II**, and **Tier II-FSP** Wraparound Services, using the extended Request for Statement of Qualification (RFSQ) approved by the California Department of Social Services, to meet the needs of additional services as required by the Katie A. Strategic Plan, and to ensure that all Wraparound Service needs are covered in all Service Planning Areas (SPAs) in the County during the five-year term of the contracts, provided that: (a) sufficient funding is available; (b) the contracts are procured in compliance with applicable Federal and State procurement regulations, and County contracting policies; (c) prior County Counsel and CEO approvals are

obtained; and (d) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution of such contracts.

7. Delegate authority to the Director of DCFS, or designee, to extend the Wraparound Services contracts up to six (6) months by written notice, if necessary, to complete a new solicitation process or contract negotiations provided that: (a) sufficient funding is available; (b) applicable State and Federal regulations are observed; (c) prior Director of DMH, Chief Probation Officer, and CEO approvals are obtained; and (d) the Director of DCFS notifies your Board and the CEO in writing within ten (10) workdays of issuing the written notice.

8. Delegate authority to the Director of DCFS, or designee, to execute amendments to the current Wraparound Services contracts to increase or decrease the Maximum Annual Contract Sum by no more than ten percent of the Maximum Contract Sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that: (a) sufficient funding is available; (b) prior County Counsel, CEO, Director of DMH, and Chief Probation Officer approvals are obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution of such amendments.

9. Delegate authority to the Director of DCFS, or designee, to execute amendments to the current Wraparound Services contracts for non-material changes provided that: (a) prior County Counsel, CEO, Director of DMH, and Chief Probation Officer approvals are obtained; and (b) the Director of DCFS notifies your Board and the CEO in writing within ten (10) working days of execution of such amendments.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The recommended actions will allow the County to continue and expand Wraparound Services and will ensure County compliance with the Katie A. Settlement Agreement and the Katie A. Strategic Plan. The current Wraparound Services contracts began on May 1, 2006 and expire on April 30, 2009. Approval of the recommended actions will continue an expanded delivery of Wraparound Services through April 30, 2014. On October 16, 2008, your Board approved the Katie A. Strategic Plan that redesigned Wraparound Services into a tiered system of service delivery. A primary change in the service delivery is that each child enrolled receives an individualized plan of care developed by a personalized child and family team. The team remains assigned to the same child in order to monitor the child's progress and meet the child's needs until the child graduates from, or terminates participation in, the Wraparound program. No longer will a child work with different teams as needs change. Based on DCFS data, a greater number of children with psychiatric, emotional or behavioral problems have been better served under the Wraparound program.

Children are eligible for **Tier I** Wraparound Services if they meet any one of the following criteria: (1) adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602 or is qualified under Chapter 26.5 of the Government Code (AB 3632) and who is currently placed in, or at imminent risk of

placement within the next 30 days in a group home at Rate Classification Level (RCL) 10 or above; or (2) currently placed in a RCL 10 or above and is within 60 days of returning to the community. Children eligible for **Tier II** and **Tier II-FSP** Wraparound Services must have an open DCFS case, qualify for Early Periodic Screening, Diagnostic, and Treatment (EPSDT) and have an urgent and/or intensive mental health need, which causes impairment at school, home and/or the community.

The goal of Wraparound Services is to safely stabilize children with multiple, complex and enduring needs, by achieving the following minimum performance targets: (1) 90 percent of the children receiving Wraparound Services do not have another substantiated allegation of abuse or neglect within one (1) year of enrollment; (2) 50 percent of children receiving Wraparound Services function at grade level or show improved grade-level functioning; (3) 75 percent of children receiving Wraparound Services maintain at least an 80 percent school attendance rate or show improved school attendance; (4) 75 percent of Wraparound program graduates live with their parents, relatives, or legal guardians, and remain with them six (6) months after graduation; (5) 85 percent of families whose children graduate from the Wraparound program continue using community-based services and support six (6) months after graduation; and (6) 94 percent of the children receiving Wraparound Services do not have another substantiated allegation of abuse or neglect within one (1) year after graduating. DCFS will review monthly, quarterly and annual reports submitted by each contractor to ensure contract compliance and achievement of desired program results.

If the recommended actions are not approved, Wraparound Services would not be continued or expanded, and DCFS will not comply with the Katie A. Settlement Agreement, which will result in placing children with critical needs in out-of-home care or limiting permanent placement options for them.

This Board letter does not comply with your Board's policy of timely filing due to budgetary reassessment to support the expansion of mental health services associated with the Wraparound program.

Implementation of Strategic Plan Goals

The requested actions are consistent with the principles of the Countywide Strategic Plan Goal No. 2 - Children, Family and Adult Well-Being; and Goal No. 4 - Health and Mental Health. The recommended actions will enable DCFS to continue its effort on achieving social and emotional well-being for children with mental health needs and their families.

FISCAL IMPACT

The estimated cost for the five-year term of the contracts, assuming all one-year extension options are exercised, is $430,132,000, (**Tier I**: $351,456,000 plus **Tier II**: $78,676,000).

The estimated cost for the five-year term of the contracts for **Tier I** Wraparound Services, assuming all one-year extension options are exercised, is $351,456,000. The five-year total

cost of **Tier I** Wraparound Services is partially financed using Board-approved NCC for the Katie A. CAP ($64,370,000), and the remaining $287,086,000 will be financed using 36 percent ($103,351,000) Federal funds, 33 percent ($94,738,000) State funds and 31 percent ($88,997,000) NCC.

The estimated annual cost of the contracts for **Tier I** Wraparound Services is $70,291,000, of which $12,874,000 will be financed using Board-approved NCC for the Katie A. CAP, and the remaining $57,417,000 will be financed using 36 percent ($20,670,000) Federal funds, 33 percent ($18,948,000) State funds and 31 percent ($17,799,000) NCC.

The estimated FY 2008-09 (May and June) cost of the contracts for **Tier I** Wraparound Services is $11,715,000, of which $2,146,000 will be financed using Board-approved NCC for the Katie A. CAP, and the remaining $9,569,000 will be financed using 36 percent ($3,445,000) Federal funds, 33 percent ($3,158,000) State funds and 31 percent ($2,966,000) NCC.

The estimated FY 2009-10 cost of the contracts for **Tier I** Wraparound Services is $70,291,200, of which $12,874,000 will be financed using Board-approved NCC for the Katie A. CAP, and the remaining $57,417,000 will be financed using 36 percent ($20,670,000) Federal funds, 33 percent ($18,948,000) State funds and 31 percent ($17,799,000) NCC.

The estimated cost for the five-year term of the contracts for **Tier II** Wraparound Services, assuming all one-year extension options are exercised, is $78,676,000 and will be financed using 100 percent Board-approved NCC for the Katie A. Strategic Plan. The annual cost of the contracts for **Tier II** Wraparound Services is detailed on Attachment E.

The estimated FY 2008-09 (May and June) cost of the contracts for **Tier II** Wraparound Services is $94,000 and will be financed using 100 percent Board-approved NCC for the Katie A. Strategic Plan.

The estimated FY 2009-10 cost of the contracts for **Tier II** Wraparound Services is $3,906,000 and will be financed using 100 percent Board-approved NCC for the Katie A. Strategic Plan.

The estimated cost for the five-year term of the contracts for **Tier II-FSP** Wraparound Services, assuming all one-year extension options are exercised, is $49,630,000 and will be financed using approximately 20 percent ($10,092,000) State MHSA funds and approximately 80 percent ($39,538,000) Board-approved NCC for the Katie A. Strategic Plan. The annual cost of the contracts for **Tier II-FSP** Wraparound Services is detailed on Attachment F.

The estimated FY 2008-09 (May and June) cost of the contracts for **Tier II-FSP** Wraparound Services is $187,000 and will be financed using approximately 20 percent ($38,000) State MHSA funds and approximately 80 percent ($149,000) Board-approved NCC for the Katie A. Strategic Plan.

The estimated FY 2009-10 cost of the contracts for **Tier II-FSP** Wraparound Services is $6,375,000 and will be financed using approximately 20 percent ($1,296,000) State MHSA funds and approximately 80 percent ($5,079,000) Board-approved NCC for the Katie A. Strategic Plan.

A payment rate for **Tier I** Wraparound Services was established in the amount of $4,184 per child/youth participant slots, per month. The rate is reduced by any out-of-home placement costs if a child is in out-of-home care while receiving Wraparound Services. A payment rate for **Tier II** and **Tier II-FSP** Wraparound Services was established in the amount of $1,250 per Slot, per month with no reduction for any out-of-home placement costs. Each Wraparound Services contractor will continue to pool its funds for all of its occupied slots to create a single flexible fund to cover the costs of needed interventions for all Wraparound Services children. Contributions that were originally made by DCFS to the Multi-agency County Pool (MCP) were discontinued as of July 2007, as indicated in Amendment One. However, the Wraparound Services contractors must return their surplus funds, as identified by the County, for deposit into the MCP. Any remaining MCP funds will continue to be utilized until they are fully depleted.

Sufficient funding is included in the FY 2008-09 Adopted Budget and the FY 2009-10 Proposed County Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On October 10, 2000, your Board approved Wraparound Services contracts for SPAs 2 and 3 for "Phase I" of the Wraparound program. On November 13, 2001, your Board approved additional Wraparound Services contracts under "Phase II" of the Wraparound program expansion so that all SPAs receive Wraparound Services. Then on April 18, 2006 and May 30, 2006, your Board approved contracts for Wraparound Services through April 30, 2009. The Wraparound program was developed as the result of the Title IV-E Waiver of the Social Security Act that permitted flexibility in the use of Aid to Families with Dependent Children-Foster Care (AFDC-FC) funds. On October 8, 1997, Senate Bill 163 was passed authorizing the extension of the Wraparound pilot project to all counties in California.

On July 18, 2002, a class-action lawsuit entitled Katie A. et al. v. Diana Bonta et al. was filed against the State and County alleging serious shortfalls in the mental health screening and treatment of children in the County's foster care system. In July 2003, the County entered into a settlement agreement resolving the County-portion of the lawsuit. On October 11, 2005, your Board approved the Enhanced Specialized Foster Care Mental Health Services Plan (County Plan), calling for a number of system improvements to better meet the needs of these children. In August 2007, your Board approved the Katie A. CAP that modified the County Plan by adding a series of refined screening systems and several provisions to add or expand mental health services. This included intensive, in-home mental health services under the Wraparound program. On October 14, 2008, your Board approved the Katie A.

Strategic Plan authorizing the implementation on methods to improve the Board-approved County Plan and the Katie A. CAP.

In order to implement the Katie A. Strategic Plan, DCFS requested the State's approval of the recommended actions specified in this Board letter. DCFS' request dated December 12, 2008 was approved by the California Department of Social Services on January 29, 2009. The tiered system of service delivery will be implemented by execution of the proposed amendments. **Tier I** targets children and youth (1,400 slots max) who are either 1) residing in a RCL 10 or greater facility, but who are within 60 days of returning to the community, or 2) classified as being at imminent risk of placement in a RCL 10 or above placement within the next 30 days. **Tier II** and **Tier II-FSP**, which targets all DCFS children and youth with intensive mental health needs and with a targeted total enrollment cap of 2,800 slots, categorized in subsets of 2,051 slots for **Tier II** and 749 slots for **Tier II-FSP** by the end of five (5) years, is identified under the Katie A. Strategic Plan. The Wraparound program is now designed to expand to a total of 4,200 slots at the end of the five-year term of the contracts.

The Form Contract does not financially obligate DMH to a specific level of mental health services. DMH utilizes their Legal Entity Agreements to contract with contractors at a level of service for which funding is available. The recommended actions are not intended to limit any authority previously delegated to the Director of DMH regarding modifications to any contracts between DMH and the Wraparound Services providers mentioned in this Board letter, and regarding any Katie A. activities by DMH.

The 32 current Wraparound Services contractors are in compliance with all Board and CEO requirements.

This Board letter and Form Amendments were reviewed and approved by DMH and the Probation Department. The Board letter and Form Amendments were reviewed by the CEO and County Counsel. The Form Amendments were approved by County Counsel as to form.

CONTRACTING PROCESS

The current Wraparound Services contracts were awarded as a result of the RFSQ released in December 2005, which resulted in the current Wraparound Services contracts. To respond to the program growth during the initial three-year term of the contracts, the RFSQ was designed to be an open-ended solicitation with subsequent periods for Statement of Qualification (SOQ) submission through April 30, 2009. DCFS received State approval to extend the RFSQ for five (5) years to include additional SOQ submission periods to support further program growth though April 30, 2014. DCFS continues to review the service needs in all SPAs and intends to open the next SOQ submission period during the last quarter of 2009.

No additional contracting process was necessary in the preparation of the Form Amendments for **Tier I** and **Tier II** Wraparound Services (Attachment A) and **Tier II-FSP**

(Attachment B) Wraparound Services. The fifteen (15) current Wraparound Services contractors were qualified to provide **Tier II-FSP** Wraparound Services based on DMH's 2005 RFSQ for MHSA-FSP services. DCFS requested and received State approval on January 29, 2009 to negotiate amendments for the recommended actions.

The Department has evaluated these services and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the contracts.

The Department has determined that the Cost-of-Living Adjustment (COLA) provision does not apply to the Contracts.

IMPACT ON CURRENT SERVICES

The recommended actions, if approved, will allow the continuation of Wraparound Services and implement the actions of the Katie A. Strategic Plan per the County Plan and CAP. The expanded services will allow the continuation of Wraparound Services to a greater number of children who otherwise would not have been previously eligible. The changes through these actions will assist in the enhancement of the State's overall child foster care system for an improved system of delivery.

CONCLUSION

Upon approval and execution of these requests by the Board of Supervisors, it is requested that the Executive Officer of the Board be instructed to send an adopted stamped copy of this Board letter and attachments to:

1. Department of Children and Family Services
   Contracts Administration
   Walter Chan, Manager
   425 Shatto Place, Room 400
   Los Angeles, CA 90020

2. Department of Mental Health
   Contracts Development and Administration
   Richard Kushi, Chief
   550 South Vermont Avenue
   Los Angeles, CA 90020

3. Probation Department
   Contracts and Grants Management Division
   Tasha Howard, Director
   9150 East Imperial Highway
   Downey, CA 90242

4. Office of the County Counsel
   Social Services Division
   Diane Cachenaut, Paralegal
   648 Kenneth Hahn Hall of Administration
   500 West Temple Street, Suite 602
   Los Angeles, CA 90012

Respectfully submitted,

Patricia S. Ploehn, LCSW, Director
Department of Children and Family Services

Marvin J. Southard, DSW, Director
Department of Mental Health

Robert B. Taylor, Chief Probation Officer
Probation Department

PSP:TM:SK:CM
WC:RR:MW

Attachments (6)

c: Chief Executive Officer
County Counsel
Department of Mental Health
Probation Department

ATTACHMENT A

AMENDMENT NUMBER ____

TO

WRAPAROUND APPROACH SERVICES CONTRACT

AMENDMENT NUMBER____
TO WRAPAROUND APPROACH SERVICES CONTRACT

This Amendment Number ____ (hereinafter referred to as "Amendment"), to Wraparound Approach Services Contract Number _____, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on April 18, 2006, is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY"), and _____, (hereinafter referred to as "CONTRACTOR"), this _____ day of _____ 2009.

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

WHEREAS, the purpose of this Amendment is to comply with the court order of the Katie A. Settlement Agreement to expand Wraparound services; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend Contract as follows:

1. In the **Table of Contents, Part II of the WRAPAROUND SERVICES CONTRACT,** rename section **"56.0, USE OF FUNDS,"** to read section **"56.0, REVIEW OF USE OF FUNDS."**

2. Delete in its entirety **Section 3.0, TERM AND TERMINATION**, of **PART I, UNIQUE TERMS AND CONDITIONS**, and replace it with the following revised **3.0, TERM AND TERMINATION**:

3.0 TERM AND TERMINATION

3.1 The term of this Contract shall commence on May 1, 2006, and shall continue through April 30, 2010, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

3.2 The COUNTY shall have the sole option to extend the Contract term for up to four (4) additional one-year periods, for a maximum total Contract term of eight (8) years. Each such option and extension shall be exercised by written notice to the CONTRACTOR at the sole discretion of the Director of DCFS, or designee, with approvals from the Director of DMH and the Chief Probation Officer.

3.3 The term of this Contract may also be extended by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond April 30, 2014, if such additional time is necessary to

complete the negotiation or solicitation of a new Contract, by the Director of DCFS or designee, with approvals from the Director of DMH and the Chief Probation Officer.

3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the CPM.

3.5 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

3. Delete in its entirety section **4.0 CONTRACT SUM**, of **PART I, UNIQUE TERMS AND CONDITIONS**, and replace it with the following revised **4.0, CONTRACT SUM**:

4.0 CONTRACT SUM

4.1 Tier I Monthly Rate
The monthly rate paid by COUNTY to CONTRACTOR is $4,184 per month, per child who receives Wraparound Services under Tier I, in accordance with Exhibit A, Statement of Work.

4.1.1 For children who must be placed in out-of-home care, the COUNTY will pay the CONTRACTOR Tier I rate, minus any concurrent placement costs. However, Wraparound Services may be suspended by the Interagency Screening Committee (ISC) if such placements are longer than thirty (30) days.

4.1.2 The rate paid to the CONTRACTOR for Tier I Wraparound Services will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment.

4.1.3 The Tier I rate will be revisited after a one year period of studying actual CONTRACTOR costs, based upon a methodology to be developed jointly by COUNTY and Wraparound CONTRACTORS. Regardless of the results of the one year period of studying actual CONTRACTOR costs, COUNTY shall not be obligated to change the Tier I rate,

and the provisions of this subsection 4.1.3 shall not constitute an agreement by COUNTY to change the Tier I rate at any time during the term of this Contract.

4.2 Tier II Monthly Rate

The monthly rate paid by COUNTY to CONTRACTOR is $1,250 per month, plus EPSDT subject to allocation by DMH, per child who receives Wraparound Services under Tier II, in accordance with Exhibit A, Statement of Work. There is no rate adjustment for out-of-home care costs for Tier II services.

4.3 The execution of this Contract does not guarantee CONTRACTOR any minimum amount of business. Referrals will be made by the COUNTY. This Contract is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the services of other agencies that are the same or similar to Wraparound.

4.4 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

4.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

4.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality

and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget.

4.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

4. Delete in its entirety subsection **7.4** of **PART I, UNIQUE TERMS AND CONDITIONS**, and replace it with the following revised **7.4:**

7.4 In addition to the monthly rate, CONTRACTOR must be qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, Title IXX Medi-Cal, Early Periodic Screening Diagnosis and Treatment (EPSDT), Temporary Assistance to Needy Families (TANF), and Healthy Families.

5. Delete in its entirety subsection **7.7** of **PART I, UNIQUE TERMS AND CONDITIONS**, and replace it with the following revised **7.7:**

7.7 Effective July 1, 2007, no additional State funds will be deposited into the MCP. CONTRACTOR must return its surplus funds as identified by the County as specified in subsections 7.7.2 and 7.7.2.1 below shall be deposited into the MCP. Any unused funds in the MCP will be available until the MCP is fully depleted. The MCP will be used to provide support for specifically identified needs which far exceed the current case rate funding for (a) current high needs Wraparound youth, (b) graduated Wraparound youth who are no longer involved with DCFS, DMH and/or Probation, and who have a specific unmet need, (c) EPSDT match, (d) respite beds for Wraparound youth.

7.7.1 Representatives from DCFS, DMH, Probation, a Wraparound parent partner/advocate, and two (2) Wraparound Agency CONTRACTORs will supervise the MCP and will meet regularly to review requests from CONTRACTORs for use of the funding in the MCP.

7.7.2 The CONTRACTOR must submit quarterly financial statements to COUNTY to assess any surplus the CONTRACTOR may have accumulated. The first quarterly financial statement shall be due three (3) months from the Contract start date, and subsequent financial statements shall be due every three months thereafter.

7.7.2.1 Any surplus funds that CONTRACTOR accumulates above ten percent (10%) of their operating costs (direct and indirect costs associated to provide Wraparound services) shall be required to be returned to COUNTY and added to the MCP every six (6) months, beginning one year from the date the first child is enrolled by the CONTRACTOR, under this Contract.

7.7.2.2 The CONTRACTOR's "indirect costs" for Wraparound may not exceed 15% of their total Wraparound program costs. For a definition of "indirect costs", please refer to Attachment A, AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATIVE HANDBOOK, Cost Principles, Sub-section 2.2.

6. Delete in its entirety subsection **1.4, Confidentiality**, of **PART II, STANDARD TERMS AND CONDITIONS**, and replace it with the following revised **1.4, Confidentiality**:

1.4 Confidentiality

1.4.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

1.4.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

1.4.3 CONTRACTOR shall inform all of its directors, officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

1.4.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgement and Confidentiality Agreement.

1.4.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgement and Confidentiality Agreement.

1.4.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

1.4.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.

1.4.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 1.4.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 1.4.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

1.4.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

1.4.10 Confidentiality Requirements for Probation

1.4.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

1.4.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Form 15, Confidentiality of CORI Information, in Exhibit D, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

7. Delete in its entirety section **7.0, CHANGES AND AMENDMENTS**, of **PART II, STANDARD TERMS AND CONDITIONS**, and replace it with the following revised **7.0, CHANGES AND AMENDMENTS**:

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 The Director of DCFS, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors to increase or decrease the Maximum Annual Contract Sum by no more than ten percent of the Maximum Contract Sum, if necessary to accommodate any unanticipated increase or decrease in units of service, only under the following conditions as applicable:

7.2.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.2.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.2.3 Prior approvals are obtained from the Director of DMH and the Chief Probation Officer; and

7.2.4 Prior CEO approval is obtained and notice given to County Counsel.

7.3 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, in the event the Directors and Chief Probation Officer has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.4 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS, and executed by the CONTRACTOR and the Director of DCFS, with the approvals from the Director of DMH and the Chief Probation Officer.

8. In **PART II, STANDARD TERMS AND CONDITIONS,** rename Section **"56.0, USE OF FUNDS"** to read **"56.0, REVIEW OF USE OF FUNDS."**

9. Delete in its entirety, **EXHIBIT A, STATEMENT OF WORK,** and replace it with the attached **EXHIBIT A, STATEMENT OF WORK (Revised),** attached hereto.

10. Add to **EXHIBIT A, STATEMENT OF WORK**, the attached Exhibit A-10, Child and Adolescent Needs and Strengths-Child Welfare (CANS-CW).

11. Add the attached Form 15, Confidentiality of CORI Information, to Exhibit D of the Contract.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

FORM AMENDMENT NUMBER ____ TO
WRAPAROUND APPROACH SERVICES CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Form Amendment Number ____ to be subscribed on its behalf by the Directors of the Department of Children and Family Services and the Department of Mental Health, and the Probation Department's Chief Probation Officer. CONTRACTOR has caused this Form Amendment Number ____ to be subscribed in its behalf by its duly authorized officers as of the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By:

_____
Patricia S. Ploehn, LCSW, Director
Department of Children and Family Services

_____
Marvin J. Southard, DSW, Director
Department of Mental Health

_____
Robert B. Taylor, Chief Probation Officer
Probation Department

_____
CONTRACTOR

By_____

Name _____

Title _____

By_____

Name _____

Title _____

Tax ID _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

BY _____
Kathy Bramwell
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK
WRAPAROUND

REVISED: MAY 2009

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COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES

WRAPAROUND

STATEMENT OF WORK

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Exhibit A-1 Performance Requirements Summary
Exhibit A-2 Line Item Budget
Exhibit A-3 Phases and Activities of the Wraparound Process
Exhibit A-4 Wraparound Child and Family Team Plan of Care (POC)
Exhibit A-5 Client Living Environment and Stability Profile (CLESP) - DELETED
Exhibit A-6 Child and Adolescent Functional Assessment Scales (CAFAS)
Exhibit A-7 Scale to Assess Restrictions of Educational Settings (SARES) - DELETED
Exhibit A-8 Youth Services Survey for Families (YSS-F) - DELETED
Youth Services Survey (YSS) - DELETED
Client Evaluation Process - DELETED
Exhibit A-9 Wraparound Fidelity Index (WFI)
Exhibit A-10 Child and Adolescent Needs and Strengths (CANS)

STATEMENT OF WORK
PART A – INTRODUCTION

1.0 PREAMBLE

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY's contracting partners share COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in COUNTY Mission to enrich lives through effective and caring service and COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve COUNTY's outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating COUNTY's health and human services system is necessary to significantly move toward achieving

these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.

- ✔ There is no "wrong door": wherever a family enters the system is the right place.

- ✔ Families receive services tailored to their unique situations and needs.

- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- ✔ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✔ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.

- ✔ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.

- ✔ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✔ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.

- ✔ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.

- ✔ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.

- ✔ The COUNTY human service system embraces a commitment to the disciplined

pursuit of results accountability across systems. Specifically, any strategy designed to improve COUNTY human services system for children and families should ultimately be judged by whether it helps achieve COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles' health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery
The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access
Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment
Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment

- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

2.0 OVERVIEW

2.1 Wraparound started as a pilot project in Santa Clara County in response to a Title IV-E Waiver of the Social Security Act that permitted flexibility in the use of AFDC-FC (Aid to Families with Dependent Children, Foster Care) funds for eligible children. Senate Bill 163 (October 8, 1997) extended this pilot project to all of the counties in California. The State regulations for Wraparound are contained in the Welfare and Institutions Code, Sections 18250-18257. They are available on-line at http://www.leginfo.ca.gov/ at no cost.

2.2 Wraparound is a Family-centered, strengths-based, needs-driven planning process. Wraparound supports Family voice, choice and ownership of strategies to return or maintain children in their Community with normalized and inclusive community options, activities and opportunities. Wraparound requires Perseverance to create and provide a highly individualized planning process and to continue until the desirable outcomes for the child(ren) and Families are achieved.

2.3 Private, community-based Wraparound agencies facilitate the Wraparound process, which includes a Child and Family Team (CFT) for each child and Family enrolled in Wraparound. The CFTs develop, implement, monitor and revise, as needed, uniquely tailored Child and Family Plans of Care that include the strengths, needs and related strategies, services, and supports to provide *whatever it takes* to address the needs of the child and Family in order to maintain the child in a safe, nurturing, permanent, community-based setting.[1] The Wraparound process incorporates four phases as stated in Exhibit A-3, *Phases and Activities of the Wraparound Process*: Phase One Engagement and Team Preparations, Phase Two Initial Plan Development, Phase Three Plan Implementation and Phase Four Transition. *Phases and Activities of the*

[1] CWS Manual 0100-525.41, Wraparound Approach

Wraparound Process is also available online at http://www.rtc.pdx.edu/nwi/.

2.4 DCFS has established the following priorities for their children: (1) safety; (2) permanency; and (3) well-being.

2.4.1 Safety: Safety is defined as freedom from abuse (non-accidental injury) and neglect (unwilling or unable to meet the child's needs). The Performance Measure Summary and Service Tasks addressing this priority are found in Section 7.0 of this Statement of Work (SOW).

2.4.2 Permanency: Permanency is defined as a safe and stable nurturing relationship achieved through maintaining the child in the home, reunification, adoption, relative guardianship, or other legal guardianship. The Performance Measure Summary and Service Tasks addressing this priority are found in Section 8.0 of this SOW.

2.4.3 Well-Being: This priority in the SOW refers to overall well-being of foster children including, but not limited to, educational opportunities, opportunities for psychological and social growth, as well as a number of other items especially relevant to foster children. The Performance Measure Summary and Service Tasks addressing this priority are found in Section 9.0 of this SOW.

2.5 The Probation Department has established as a priority for all youth under their jurisdiction that these youth's criminogenic needs and protective factors are addressed. The disproportionate amount of social, educational, economic, and psychological issues present with so many Probation youth are directly linked to Probation's responsibility to community safety. These factors along with Probation's responsibility to community safety make it necessary for the Probation Department to have final decision in all services that are provided to Probation youth.

3.0 DEFINITIONS

3.1 The following words in this SOW shall have the meanings given below, unless otherwise apparent from the context in which they are used.

3.1.1 **Child and Adolescent Functional Assessment Scales (CAFAS)** shall be defined as a rating scale, which assesses a child's degree of impairment in day-to-day functioning due to emotional, behavioral, psychological, psychiatric, or substance abuse problems.

3.1.2 **Child and Adolescent Needs and Strengths (CANS)** shall be defined as the universal assessment tool to identify the strengths

and needs of children in their school, home, and community environments. The CANS evaluates the child's functioning in terms of school performance, conduct and behavior, social relationships, moods and emotions, substance use, thinking, aggressive and self-harmful behaviors. The CANS also assesses the child's primary and substitute caregivers' ability to provide a safe and emotionally nurturing environment, including their ability and willingness to participate in recommended services. The CANS will help inform the decision about the level of intensity of services and/or the level of placement.

3.1.3 **Child and Family Plan of Care (POC)** shall be defined as the written document developed by the Child and Family Team that lists the: (1) vision and mission statement; (2) Life Domains; (3) strengths of the Family and child; (4) needs that must be addressed to achieve goals for both the Family and the lead public agency; (5) Family and community safety and crisis response plan(s); (6) type, frequency, duration, and financial responsibility for the components of the POC; (7) interventions/strategies based on the strengths and needs identified; (8) Family's signatures; and (9) desired outcomes of the Wraparound services.

3.1.4 **Child and Family Specialist (CFS)** shall be defined as the CONTRACTOR's employee who works with the Wraparound Facilitator and Parent Partner and participates in the Child and Family Team to provide direct services to the child and Family as identified in the POC. The CFS is responsible for working with children and their families in their home/out-of-home placements and their respective communities.

3.1.5 **Child and Family Team (CFT)** shall be defined as the group that is dedicated to develop and complete the POC that includes the: (1) child and parents or selected Family; (2) appropriate representative of the primary jurisdictional agency [social worker, probation officer, mental health worker, etc.]; (3) appropriate educational representative; (4) relevant counseling or mental health representative; and (5) any other persons influential in the child's and/or Family's lives who may assist in developing effective services and/or whomever the Family wants to participate. In order to ensure the Family's voice and ownership in the POC, the Family and the Family's designated community support should constitute at least fifty percent (50%) of the CFT.

3.1.6 **Community** shall be defined as the people, businesses, organizations, and adjacent business districts within a Service Planning Area (SPA), that are active or potential stakeholders in

many issues and activities affecting their neighborhood(s) and business(es) in the SPA.

3.1.7 **Community-Based Services** shall be defined as a service delivery approach within the Family's Community that emphasizes strengthening the Family's ability to access traditional, non-traditional, and informal services and that: (1) supports the Family in meeting their needs; and (2) utilizes no-cost and low-cost methods of meeting their needs.

3.1.8 **Continuous Quality Improvement** shall be defined as a method of quality assurance and improvement that takes the results of periodic reviews and monitoring and immediately modifies processes and procedures as needed.

3.1.9 **Critical Incident Report** shall be defined as documentation of an incident including, but not limited to: (1) death or injury of a child; (2) occurrence of an open case of maltreatment against the caregiver; (3) hospitalization of a child; (4) violation of any licensing regulation by the service provider; or (5) a delinquent act of violence/property damage by the child.

3.1.10 **Disenrollment** shall be defined as when the Family, CONTRACTOR and ISC agree to terminate services after exhausting all possible ways to continue Wraparound. The Family must sign the Notice of Intent signifying their wish to end participation in Wraparound. The provider must continue to provide Wraparound services until the ISC signs the Notice of Intent, unless the Family refuses services. For Probation Youth, the final decision to terminate Wraparound services shall be made by the Probation Department.

3.1.11 **Early Periodic Screening, Diagnosis and Treatment (EPSDT)** is a federal health program for the screening, diagnosis and treatment of children. In order to utilize EPSDT funds and draw down Medi-Cal dollars, a County match is required.

3.1.12 **Facilitator** shall be defined as CONTRACTOR's employee who leads the individual CFT by: (1) following the four phases of Wraparound and all the activities identified; (2) ensuring the principles of Wraparound are adhered to by all team members; (3) ensuring that all the strengths and needs are identified; (4) ensuring all the identified services are provided in a timely and appropriate manner; (5) being the contact point for children, families, service providers, and the Community; and (6) ensuring the County

representative(s) has adequate opportunities for input and access to the team and planning process.

3.1.13 **Family** shall be defined as the adults committed to a child, who are able to meet, or support the child's needs in their Community, and may include birth, step, blended, adoptive, extended, or foster families, or legal guardians.

3.1.14 **Family Safety and Crisis Plan** shall be defined as the part of the POC that provides the child and Family with actions, contacts, responses and responsibilities to any crisis the child or Family may encounter while in Wraparound. Each POC shall have a proactive and reactive Family Safety and Crisis Plan that shall be periodically updated and reviewed by the end of the next business day following a crisis to ensure that it is accurate with respect to the child's and/or Family's needs.

3.1.15 **Freedom of Choice** shall be defined as local Mental Health Programs informing clients receiving services under the Rehabilitation Option, including parents or guardians of children/adolescents, verbally or in writing, that:

- Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community services.

- They retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider and/or staff person/therapist/case manager.

3.1.16 **Graduated** shall be defined as successful completion of meeting the Family's goals and needs as defined by the Family and the POC. The Family and the responsible County representative must sign the Intent to Graduate form. The provider must continue to provide Wraparound until the Intent to Graduate is signed by the ISC, unless the Family refuses services.

3.1.17 **Individualized Services** shall be defined as the services in the POC relating to the specific strengths and needs of a child and/or Family including, but not limited to: (1) traditional services such as therapy, housing, educational assistance, etc.; and (2) non-traditional services such as recreation, social assistance, and naturally occurring support systems.

3.1.18 **Interagency Screening Committee (ISC)** shall be defined as an interagency screening/review team for DMH and Probation referrals, which also assigns all referrals to providers and reviews all POCs. The ISC is comprised of representatives from the Departments of Children and Family Services, Mental Health and Probation. There is at least one (1) ISC in each SPA that is responsible for screening all DMH and Probation referrals and assigning all DCFS referrals. The ISC is also responsible for reviewing all enrollment, disenrollment, and graduation decisions regarding Wraparound cases. Responsibility for the timely review and processing of these Wraparound documents shall rest with the DCFS liaison(s). The ISC shall refer children to a CONTRACTOR to receive Wraparound, and the CONTRACTOR shall accept any child referred by the ISC without exception. The ISC shall further review all Wraparound POC reports, as well as providing support to and monitoring of the Wraparound Agencies in its SPA. Due to the unique responsibilities the Probation Department has with regards to youth that are referred to this program, the Probation representative shall have the final decision regarding the care and treatment of any youth referred by the Probation Department.

3.1.19 **Life Domains** shall be defined for Wraparound children and families as referring to the areas of safety; family; legal; emotional/behavioral; school/educational; money matters; housing/living environment; social relationships; fun/recreational; health/medical; work/vocational; and cultural/spiritual on the POC.

3.1.20 **Open Episode** shall be defined as an open case in DMH's Integrated System (IS).

3.1.21 **Parent Partner** shall be defined as an employee of a Wraparound Agency who is, or has been, the parent or primary caregiver (not foster parent) of a child who received services from one of the following COUNTY Departments: DMH, Probation Department, and/or DCFS; or from Regional Center. A Parent Partner must, at the time of hire, no longer have an open case in either the Probation Department or DCFS.

3.1.22 **Perseverance** shall be defined as a commitment to a Wraparound child and Family to successfully complete the Wraparound process without ejection by adjusting the plan and/or services to accommodate changes, crises, or new circumstances, as needed.

3.1.23 **Resources Management Process (RMP)** shall be defined as an interagency review team comprised of representatives from DCFS and DMH that is responsible for making/reviewing all enrollment

decisions regarding all intensive mental health services. The RMP shall identify DCFS children that are appropriate to receive Wraparound services, and shall provide the ISC with the approved referral for provider assignment. The RMP shall work closely with the ISC and the Wraparound Administration regarding enrollment and ongoing quality assurance. The RMP ISC liaison shall report to the Wraparound Administration for regional tracking and problem solving.

3.1.24 **Respite Care** shall be defined as the provision of child care, designed to provide a needed brief period of relief or rest, either in-home or out-of-home, to parent(s), foster parent(s), or foster care eligible relatives.

3.1.25 **Self-Sufficiency** shall be defined as the Family's ability to secure the services and supports it needs to keep the child in the Community and thriving without the assistance of Wraparound, or supervision from DCFS or Probation.

3.1.26 **Service Planning Area (SPA)** shall be defined as one (1) of the eight (8) geographical regions or Children's Planning Councils in COUNTY in order to plan and promote collaboration among residents, private agencies, and public agencies to better support families.

3.1.27 **Single Case File** shall be defined as a single unified record maintained by the CONTRACTOR that includes the POC, documentation of all services and supports provided to the Family, and all other relevant child and Family information.

3.1.28 **Single Fixed Point of Responsibility (SFPR) Coordinator** shall be defined as a mental health staff person or a team designated by COUNTY who coordinates and approves: Mental Health Services; Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; Socialization; and Vocational Services. The Coordinator shall further assist the client in accessing community-based services directed toward enhancing the quality of the client's life and provide Short-Doyle/Medi-Cal utilization control through authorization of services while maintaining a comprehensive overview of the client's mental health services. The Coordinator also ensures client services at each specific Provider site are medically necessary and appropriate to minimize psychiatric dysfunction and maximize community functioning and ensures that, whenever possible, services are driven by the client's needs and desires in order to empower the

client to take charge of his/her life through informed decision-making.

3.1.29 **Suspension** shall be defined as a temporary curtailment of service as approved by the ISC. The CFT will continue to make at least monthly contact with the child and Family throughout the Suspension, unless the Family refuses services. Probation youth active in the Wraparound program shall not be placed on suspension.

3.1.30 **Tier I** shall be defined as Wraparound for children residing in, or at imminent risk of entering residential care RCL 10 and above and who are within 60 days of returning to the Community.

3.1.31 **Tier II** shall be defined as Wraparound for children who have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment at school, home and/or in the community.

3.1.32 **Transfer** shall be defined as when: (1) a child and/or their Family moves from one SPA to another SPA; and (2) the Wraparound provider is not contracted for the new SPA, and the new location is farther than 30 miles outside of the contracted SPA; and (3) it reflects the best interest of the child. The provider will work with the ISC to complete a Transfer to another Wraparound provider. The sending provider will continue to provide full Wraparound until the receiving provider enrolls the child and/or their Family.

3.1.33 **Wraparound Agency (WA)** shall be defined as an agency that has been granted a Wraparound contract with the County of Los Angeles Department of Children and Family Services. The WA shall assume responsibility for the organization, financing and delivery of Wraparound. WAs will provide and/or secure the services/supports as identified by each POC.

3.1.34 **Wraparound Fidelity Index, Version 4 (WFI-4)** shall be defined as a tool used in a multi-method approach to assess the quality of individualized care planning and management for children with complex needs and their families. The WFI-4 consists of interviews with Wraparound Facilitators, caregivers/parents, children, and/or team members. The WFI-4 shall be administered every six months by trained staff of the WA to a statistically valid random sample of at least 35%. The sample size shall be based upon the prior year's annual program census (unduplicated child count in a fiscal year) and determined by using the free Raosoft (http://www.raosoft.com/) sample size calculator with the following settings: 5% margin of

error; 95% confidence level; annual program census; and 85% response distribution. The WFI-4 results shall be compiled and included in the individual WA's annual report to COUNTY.

4.0 STAFFING

4.1 CONTRACTOR shall ensure that the following staff and volunteer requirements are met:

4.1.1 Criminal Clearances: CONTRACTOR shall ensure that criminal clearances and background checks are conducted and maintained for all of CONTRACTOR's staff and volunteers, in accordance with all applicable local, State, and federal laws and regulations. A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) will be accepted. The cost of such criminal clearances and background checks is the responsibility of CONTRACTOR, regardless of whether CONTRACTOR's staff/volunteers pass or fail the background and/or criminal clearance investigation.

4.1.2 Professional Licenses: CONTRACTOR shall obtain and maintain copies of professional licenses for applicable staff.

4.1.3 Entitlement to Work: CONTRACTOR shall obtain and maintain evidence of entitlement to work in the United States in accordance with the provisions of the Immigration Reform and Control Act.

4.1.4 Language Ability: CONTRACTOR shall ensure that all personnel performing services under this Contract are able to read, write, speak, and understand English.

4.1.5 Tuberculosis (TB) Screening Test: CONTRACTOR shall ensure that all personnel performing services under this Contract are administered a Mantoux PPD Test/chest x-ray not more than one year prior to commencing work under this Contract, and every three (3) years thereafter for the duration of the Contract. CONTRACTOR shall maintain copies of TB test results in each employee's personnel folder. Any employee who is skin test positive must be examined by a physician and found to be free of communicable tuberculosis (i.e., chest x-ray) prior to commencing work under this Contract.

4.1.6 CONTRACTOR shall secure and maintain staff in adequate numbers with sufficient education, experience and expertise to successfully operate the program in compliance with the

requirements of this SOW, including, but not limited to, the following:

4.1.6.1 Executive Director: CONTRACTOR shall have an Executive Director who shall provide overall management and coordination of the program provided under this Contract.

4.1.6.2 Program Manager(s): CONTRACTOR shall have one (1) or more program manager(s) who shall manage all daily operations and supervise all staff except for the Executive Director.

4.1.6.3 Psychiatrist: CONTRACTOR shall directly provide outpatient mental health services and provide that a contracted psychiatrist is on-call and available to Wraparound children within twenty-four (24) hours.

4.1.6.4 Facilitator(s): CONTRACTOR shall assign a Facilitator to every Tier I Wraparound child at a maximum ratio of one (1) full-time Facilitator for every ten (10) active Wraparound children (1:10). CONTRACTOR shall assign a Facilitator to every Tier II Wraparound child at a maximum ratio of one (1) full-time Facilitator for every fifteen (15) active Wraparound children (1:15). If, however, the number of active Wraparound children in the program is such that it would result in there being fewer than ten (10) Tier I children or fifteen (15) Tier II children per Facilitator, CONTRACTOR may use a part-time Facilitator for these children, prorated to the number of children in the program. If the Facilitator concurrently works within other programs at the CONTRACTOR's agency, the Facilitator may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Facilitators to work with clients in geographically adjacent SPAs only.

4.1.6.5 Child and Family Specialist(s) (CFS): CONTRACTOR shall assign a CFS to every Tier I Wraparound child/Family to work directly with the child(ren) and Family in their respective environment to help them achieve a permanent placement.

4.1.6.6 Parent Partner(s): CONTRACTOR shall assign a Parent Partner to every Tier I Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). CONTRACTOR shall assign a Parent Partner to every Tier II Wraparound family at a maximum ratio of one (1) full-time Parent Partner for every fifteen (15) active Wraparound families (1:15). If, however, the number of active Wraparound children in the program is such that it would result in there being fewer than ten (10) Tier I children or fifteen (15) Tier II children per Parent Partner, CONTRACTOR may use a part-time Parent Partner for these children, prorated to the number of children in the program. If the Parent Partner concurrently works within other programs at the CONTRACTOR's agency, the Parent Partner may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Parent Partners to work with clients in geographically adjacent SPAs only. The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT.

If a parent/caregiver declines assignment of a Parent Partner, the parent/caregiver shall write "Assignment of Parent Partner declined at this time" on the signature page of the POC, and sign and date the POC on the Parent Partner signature line. CONTRACTOR shall periodically readdress/reassess the parent's/caregiver's need/desire for assignment of a Parent Partner. If the caregiver declines assignment of a Parent Partner, that caregiver's Family shall not be counted as part of the Parent Partner maximum ratio.

4.1.7 Single Fixed Point of Responsibility (SFPR): When a child is enrolled in Wraparound, the responsibilities of the Mental Health Services coordination shall be transferred to the WA, at the WA's prerogative, within one (1) month of the child's first contact with Wraparound. Representatives from the ISC will provide referring parties with a clear description of this requirement when a referral is received. The DMH Liaison on the ISC can assist the WA if the SFPR is not transferred in a timely manner. Once the service coordination has been formally transferred to the WA, the agency will assume all of the service coordination responsibilities for the child as the designated SFPR Coordinator. The child and Family

will continue to have the Freedom of Choice of qualified providers for medically necessary services.

When an Open Episode exists, the responsibilities that the WA shall assume from the SFPR are:

- Meet face-to-face with the child and Family at least every six (6) months. This contact must include verification of Medical Necessity.
- Ensure the completion of the initial assessment. If multiple programs/agencies are providing services, the SFPR Coordinator must ensure a single assessment and evaluation to support the need for all services delivered.
- Ensure that the child and Family have been informed of his/her Freedom of Choice.
- Discuss with the child and Family his/her needs and desires and document this information in the Client Care/Coordination Plan.
- Involve significant support persons at the request of the child and Family receiving mental health services.
- Develop the Client Care section of the Plan with the child and Family (and other support persons/agencies when applicable).
- Authorize the period of service for Mental Health Services, Targeted Case Management and Medication Support; Day Treatment and Day Rehabilitation; Residential; and Socialization and Vocational Services.
- Monitor the child's progress toward meeting the Personal Milestones outlined in the Client Care section of the Plan.
- Approve initial, revised and subsequent (every six (6) months) Client Care/Coordination Plans.
- Document coordination in the Progress Notes.
- Obtain the signature of a Licensed Practitioner on the Client Care/Coordination Plan if the SFPR Coordinator does not meet these qualifications.
- Re-write the Client Care/Coordination Plan every six (6) months to make sure it is up to date and accurate according to the child's and Family's current service needs, progress, goals, etc.
- Send a copy of the Client Care/Coordination Plan to each current provider of service.
- Obtain Client Care section of the Plan from each current provider of service.

4.1.8 CONTRACTOR shall advise COUNTY's Program Manager in writing of any changes in key personnel or their designees at least twenty-four (24) hours before proposed change(s), when possible, or immediately following the change(s). CONTRACTOR shall ensure that no interruption of services occurs as a result of the

change in personnel. CONTRACTOR shall immediately provide the name, address, and telephone number of the new personnel to COUNTY.

4.2 Days/Hours of Operation

Every enrolled Wraparound family shall have access to assistance twenty-four (24) hours per day, seven (7) days per week from their Wraparound provider. The optimal situation is for each Family to have 24/7 phone access to its designated CFT members (Facilitator, Parent Partner, CFS). Alternatively, an on-call staff person may be assigned to field after hours calls. However, any on-call staff person must have the ability to make direct contact with the Family's CFT if the Family requests or requires it. In any event, a working emergency phone number must be documented in the Family Safety and Crisis Plan, either a single telephone number for 24/7 access, or one for working hours and one for after hours. CONTRACTOR shall provide the name and telephone number of the contact person(s) for crisis response and after hours services. CONTRACTOR's service delivery sites listed in Section 5.0, Service Delivery Sites, of this SOW, shall be open Monday through Friday, from 8:00 A.M. until 5:00 P.M. In addition, CONTRACTOR's Program Manager or COUNTY approved alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of this Contract, and shall be available during COUNTY's regular business hours of Monday through Friday, from 8:00 A.M. until 5:00 P.M., to respond to COUNTY's inquiries and to discuss any problem areas. CONTRACTOR shall inform COUNTY's Program Manager, in writing, of its annual schedule of holidays.

5.0 SERVICE DELIVERY SITE(S)

5.1 CONTRACTOR shall maintain a Wraparound service delivery site in each SPA they have contracted with COUNTY to serve, throughout the term of this Contract. CONTRACTOR's services described hereunder shall be provided through specific sites as described below:

_____

_____

_____

_____

_____

_____

5.2 CONTRACTOR shall submit to COUNTY's Program Manager for review and approval a COUNTY-approved subcontract for each subcontractor site the CONTRACTOR proposes to utilize for the provision of the services specified in this Contract, in accordance with the Contract, Part II, Standard Terms and Conditions, Section 49.0, Subcontracting. CONTRACTOR shall request approval from COUNTY's Program Manager in writing a minimum of thirty (30) days prior to terminating services at any location(s) listed in Section 5.1 of this SOW, and/or before commencing services at any other location(s) not previously approved in writing by the COUNTY's Program Manager. CONTRACTOR shall adhere to the subcontractor approval process described in this section before commencing services at any new subcontractor sites.

5.3 All service delivery sites listed in Section 5.1 of this SOW shall be fully operational at the commencement of the Contract.

PART B – TARGET DEMOGRAPHICS

6.0 TARGET DEMOGRAPHICS

6.1 Children receiving Wraparound have multiple unmet needs for stability, continuity, emotional support, nurturing, and permanence. They need intervention and advocacy for behavioral improvement and educational stabilization. These needs are evidenced by substantial difficulty functioning successfully in the Family, school and Community. Most are diagnosable under the *Diagnostic and Statistical Manual of Mental Disorders IV* (DSM IV) or the *International Classification of Disease, 9th Revision, Clinical Modification* (ICD-9-CM) equivalents. Many have had a history of psychiatric hospitalizations; one (1) or more incarcerations in a juvenile facility; one (1) or more probation violations; and/or a prior history of multiple placements or emergency shelter care placements.

6.2 Children eligible for Tier I Wraparound must fall into at least one (1) of the following categories:

6.2.1 A child who has been adjudicated as either a dependent or ward o the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602 or is qualified under Chapter 26.5 of the Government Code (AB 3632) and who is currently placed in, or at imminent risk of placement within the next thirty (30) days in a group home at a Rate Classification Level (RCL) 10 or above;

6.2.2 A child who is currently placed in a RCL 10 or above and is within sixty (60) days of returning to the Community.

6.3 Children eligible for Tier II Wraparound must have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment at school, home and/or in the community.

PART C – SERVICE TASKS TO ACHIEVE PERFORMANCE OUTCOME GOALS

CONTRACTOR shall ensure a safe environment, which provides for the well-being of each child receiving Wraparound and leads to permanence for each Wraparound child. Specifically, CONTRACTOR shall provide all deliverables and tasks described in this Contract and SOW, including, but not limited to, the service tasks described in this Part C, Sections 7.0, 8.0 and 9.0. In addition, CONTRACTOR shall meet or exceed the performance targets described on each "Performance Measure Summary" which follows (i.e., Performance Measure Summary/Goals Regarding Safety, Performance Measure Summary/Goals Regarding Permanency, and Performance Measure Summary/Goals Regarding Well Being/Education). Throughout the term of this Contract, DCFS will monitor CONTRACTOR's performance. Any failure by CONTRACTOR to comply with any of the terms of this Contract, including any failure to meet or exceed the performance targets described on each of the three (3) "Performance Measure Summary/Goals" or not fulfilling the obligations required by the service tasks in sections 7.0 through 9.0 of this SOW, may result in COUNTY's termination of the whole or any part of the Contract, at COUNTY's sole discretion.

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING SAFETY		
PROGRAM: WRAPAROUND APPROACH SERVICES		
TARGET GROUP: Children Receiving Wraparound		
OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.		
COUNTY'S OUTCOME INDICATORS	**PERFORMANCE TARGETS**[2]	**METHOD OF DATA COLLECTION**
Substantiated allegations of child abuse and/or neglect for any child while receiving Wraparound services and one (1) year after graduating from Wraparound.	90% of the children in COUNTY who are receiving Wraparound services do not have another substantiated allegation within one (1) year of starting Wraparound services under this Contract. 94% of the children in COUNTY who are receiving Wraparound services do not have another substantiated allegation within one (1) year after graduating from Wraparound.	CWS/CMS Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year. Corrective Action Plans Auditor Controller Reports

[2] While each incident of substantiated abuse or neglect that occurs must be evaluated on a case-by-case basis, COUNTY will assess the factors that led to the abuse/neglect and make a determination whether the incident is isolated or demonstrates a pattern and practice of abuse/neglect. COUNTY will exercise all available remedies, including but not limited to, requiring a corrective action plan and/or providing a child services through alternative sources. Repeated incidences that increase the rate above state-wide averages for abuse/neglect will be used as a performance evaluator and may result in COUNTY's termination of the Contract, in whole or in part, at COUNTY's sole discretion.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the safety goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis should include consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

7.0 SAFETY

PERFORMANCE OUTCOME GOAL: Children receiving Wraparound shall remain safe and free of abuse and neglect.

SERVICE TASKS:

7.1 Referral and Authorization for Services:

The ISC shall refer children to the CONTRACTOR to receive Wraparound and CONTRACTOR shall accept any child referred by the ISC without exception. CONTRACTOR shall not disenroll, or attempt to disenroll, from Wraparound any child or Family until all POC goals are met and the Family and child request Graduation. For situations that are beyond the provider's control (termination of jurisdiction, etc.), the provider may submit to the ISC a notice for Disenrollment. The ISC will perform a POC review within thirty (30) days from enrollment and every six (6) months thereafter. The ISC will also review any requests to Transfer a child/Family.

7.1.1 For Probation Youth Only:

7.1.1.1 In addition to the Plan of Care reviews, as indicated in 7.1 of the Statement of Work, all Probation youth active in Wraparound are to be presented to the Wraparound Probation Liaison by the CFT ninety (90) days from the date of the signed enrollment by the caregiver and the client. At the twelve month review, the CFT is to provide information that will justify continued Wraparound services. Additionally, the CFT is to provide previously established community linkage for the Probation youth and the Family.

7.1.1.2 If the Probation Liaison believes the case should be disenrolled, the Probation Liaison will, with the CFT, complete the Intent to Disenroll form and present it to the ISC. If the ISC determines the case is to be disenrolled from Wraparound, the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

7.1.1.3 If the Probation Liaison/ISC agrees that Wraparound services need to be continued, enrollment will be extended for an additional ninety (90) days. After the ninety (90) days, the CFT will present the case to the

Probation Liaison. The CFT is to provide information that will justify continued Wraparound services. Additionally, the CFT is to provide previously established community linkage for the Probation youth and the Family.

7.1.1.3.1 If the ISC agrees that Wraparound services need to be continued, enrollment will be extended for up to an additional ninety (90) days. After which, the CFT will present the case to the Probation Liaison.

7.1.1.3.2 If the ISC determines the case is to be disenrolled from Wraparound, the CFT and the CONTRACTOR will be given thirty (30) days to transition the youth and the Family out of the Wraparound program.

7.1.1.4 CFT shall present the case to the Probation Liaison/ISC when requested by Probation.

7.1.2 The Children's Social Worker (CSW), the Deputy Probation Officer or the DMH Worker assigned to the Family will be responsible for providing the CONTRACTOR with an authorized Wraparound Child and Family Enrollment Agreement form via the ISC team.

7.1.3 The CONTRACTOR shall maintain copies of authorized Wraparound Child and Family Enrollment Agreement forms in each respective Family's case file.

7.1.4 Any Probation case active in the Wraparound program receiving a subsequent court order that removes a youth from the home for more than 30 days is to be disenrolled from Wraparound. Upon the youth's court ordered return home, that youth may again be referred to the Wraparound program by regular referral process.

7.2 Care Management

The CONTRACTOR shall provide comprehensive, individualized care management for each child and shall monitor the resources as defined by the Family in the POC, and link the child to the Community. Success for this initiative is highly dependent upon active management of both the financial and operational implementation of a POC.

The ISC will review the POC exit plans and the DCFS Wraparound Quality Assurance and Improvement Section will monitor the WA's longitudinal tracking of families over time to ensure sustained Self-Sufficiency post-Wraparound.

7.3 Engagement and Strengths Inventory:

7.3.1 CONTRACTOR shall have a written policy on an engagement process that promotes and supports the use of a non-blaming, Family-centered approach that acknowledges the Family's strengths, and avoids the use of technical psychological and diagnostic language.

7.3.2 CONTRACTOR shall have a written policy that mandates Family access and participation in creating their POC and ensures the POC is not created without the Family's participation.

7.3.3 CONTRACTOR shall engage the Family and their team members in a strengths conversation within the first thirty (30) days in the Wraparound process. CONTRACTOR shall ensure that the Wraparound Program Manager oversees the CFT and POC process to verify that the Family's strengths are: (1) identified; (2) updated regularly; (3) communicated to the CFT; (4) utilized in action plans; and (5) analyzed in the risk assessment information and in the formulation of an effective crisis plan.

7.3.4 CONTRACTOR shall ensure that all four (4) phases of the Wraparound process as stated in the attached *Phases and Activities of the Wraparound Process* (Exhibit A-3) are incorporated into their written policy and actually performed.

7.3.5 It is noted that the use of numbering for the phases and activities as stated in the *Phases and Activities of the Wraparound Process* is not meant to imply that the activities must invariably be carried out in a specific order, or that one (1) activity or phase must be finished before another can be started. Instead, the number and ordering is meant to convey an overall flow of activity and attention.

7.4 Assessment for Family Safety, Need for Crisis Support, and Development of the Crisis Response Plan:

7.4.1 As explained in Phase One (Exhibit A-3), CONTRACTOR shall assess the immediate safety, stabilization, and crisis support needs from both the case worker and the Family's perspective. The assessment shall also determine the need for community protection for a child(ren) with a history of violence, sexual acting out, or delinquency with in-depth evaluations of the behaviors involved and their causes.

7.4.2 In Phase Two (Exhibit A-3), CONTRACTOR and Family shall develop a Family Safety and Crisis Plan, which shall include both proactive actions to prevent a crisis and reactive solutions to provide a timely and appropriate response to address a crisis. The

Family Safety and Crisis Plan needs to be signed by the entire CFT to document the team and Family's approval of the plan. The CFT members will further develop a mission statement that discusses what they will be working on together. All CFT members' responsibilities shall be clearly defined, and CONTRACTOR shall: (1) be able to and actually respond to each child's or Family's crisis on a twenty-four (24) hours per day basis; and (2) document the child's and Family's participation in resolving each crisis and the child's and Family's assessment of the resolution. For a child with a history of violence, sexual acting out, or delinquency, CONTRACTOR shall inform all those providing services of the Family Safety and Crisis Plan, the crisis management strategies, and how to access the crisis team. The Family Safety and Crisis Plan shall be updated as needed. CONTRACTOR shall maintain the original and all updated Family Safety and Crisis Plans in the child's Single Case File. If such a child has been in an out-of-home placement, CONTRACTOR shall develop specific plans with the child and Family on how to mitigate and control these behaviors before re-introducing the child to the Family and Community.

7.5 Child and Family Team (CFT)

In Phase Two (Exhibit A-3), CONTRACTOR shall ensure that a CFT, comprised of formal (e.g. public and private service providers) and informal (e.g. immediate and extended Family, friends, and Community) supports, is configured to develop and actively participate in the provision, monitoring, and evaluation of the individualized POC. Every attempt shall be made to have at least fifty percent (50%) of the CFT members consisting of Family members and their supports or designees. (Sufficient time allowance is made for the development of such a ratio, as collaboration may be necessary to assist the Family in identifying available informal supports.) Documentation of the attempt to obtain a fifty percent (50%) ratio of informal supports shall be documented in the POC, Exhibit A-4. The child and Family shall sign and date the CFT roster to show their agreement for the members to be involved with their Family.

7.6 Child and Family Plan of Care (POC)

7.6.1 CONTRACTOR shall ensure that families have a high level of decision-making power in all aspects of planning, delivery and evaluation of services and supports. Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation identifying each domain as either a need or a strength. For those domains identified as a need, the team must document sufficiently to demonstrate the need is being addressed.

7.6.2 In Phase Three (Exhibit A-3), CONTRACTOR shall have a written POC for ensuring effective partnerships with families. CFT members shall sign the POC and revisions to show their partnering on its creation and endorsement of its provisions. The POC shall be linguistically and culturally sensitive.

7.6.3 CONTRACTOR shall ensure that Individualized Services in the POC are comprehensive and cover all the Life Domains of the child and Family.

7.6.4 CONTRACTOR's CFT shall meet at a frequency that is appropriate to the needs of the Family, team members and situation. Once the Family, team members, and/or situation do not necessitate high frequency contact with the Family, the CFT may meet less frequently but at a minimum of once a month to: (1) develop the POC; (2) review and update the POC due to changes within the Family and changes needed in the supports and services provided; (3) track outcomes for the child(ren) and Family; and (4) prepare for transition.

7.6.5 CONTRACTOR shall include in every POC and update: (1) the strengths inventory; (2) assessment of the immediate safety, stabilization, and crisis support needs; (3) Family Safety and Crisis Plan; (4) parent support/training and education plan; and (5) mission statement.

7.6.6 CONTRACTOR shall demonstrate Perseverance in providing Family supports and services tailored to the individual child's and Family's needs that are accessible, affordable, well coordinated, and available in the communities in which the children and Family live, work, and play. CONTRACTOR shall maximize the use of informal Family and Community resources and seek no cost and/or low cost Family and Community supports and services prior to identifying fee-for-service resources to meet the child's and Family's needs.

7.6.7 The POC, Exhibit A-4, shall be in a format prescribed by COUNTY.

7.6.8 CONTRACTOR shall maintain a Single Case File for each child, that includes the POC, documents all supports and services provided to the Family, and records all other relevant child and Family information. All flexible funding expenditures shall be recorded in the POC.

7.6.9 CONTRACTOR shall, at a minimum, ensure that a POC is completed within thirty (30) days of enrollment and every six (6) months thereafter for each child and Family that CONTRACTOR serves as an obligation under this Contract. CONTRACTOR shall

maintain the original and all updated POCs in the child's Single Case File.

7.6.10 CONTRACTOR shall ensure that the CONTRACTOR's Program Manager thoroughly reviews and approves each POC, as evidenced by their signature.

7.6.11 In Phase Four (Exhibit A-3), CONTRACTOR shall ensure that transition and transitional planning as stated in *Phases and Activities of the Wraparound Process* is incorporated in their written policy and POC.

COUNTY PERFORMANCE MEASURE SUMMARY/GOALS REGARDING PERMANENCY		
TARGET GROUP: Children Receiving Wraparound		
GOAL AND OUTCOME: Permanency – Children in Wraparound shall achieve permanency through outcomes of the Wraparound process.		
COUNTY'S OUTCOME INDICATORS	**PERFORMANCE TARGETS[3]**	**DATA COLLECTION METHOD**
Graduation from Wraparound consistent with POC.	85% of children that Graduated from Wraparound are with their parents or legal guardians or relative placements.	CWS/CMS Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year. Follow-Up Reports collected bi-annually in December and June of each calendar year. POC Child's Case File
Stability of children in the Family.	75% of children who graduated from the Wraparound Program remain with their families six (6) months after Graduation from Wraparound. (Reported on an aggregate, system-wide basis). 80% of children remain with their Families while receiving Wraparound services.	
Families utilizing Community-Based Services and supports.	85% of Families whose children Graduated from Wraparound continue using Community Based Services and supports six (6) months after graduation. (Reported on an aggregate, system-wide basis).	

[3] CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the permanency goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH and the stability of the Family setting and the utilization of community-based services and supports. The data analysis should include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

8.0 PERMANENCY

PERFORMANCE OUTCOME GOAL: Children in Wraparound shall achieve permanency through outcomes of the Wraparound process.

SERVICE TASKS:

8.1 Transitional Planning and Services (Phase Four) (Exhibit A-3)

In Phase Four (Exhibit A-3), CONTRACTOR shall provide transitional planning and services to assist each Wraparound child and Family to whom they provide Wraparound shift from dependence on Wraparound to informal services and supports in the Community and (where appropriate for older children/parents) to the adult service system. The transitional plan shall be part of the POC and shall include the following:

8.1.1 The child's and Family's vision and mission statements regarding the outcomes the child and Family ultimately wish to achieve;

8.1.2 Benchmarks or major turning points with timeframes for transitioning each child and Family to less restrictive, intrusive, formal services that reflect the child's and Family's preferences and capabilities for change;

8.1.3 The specific steps required to reach each benchmark;

8.1.4 Documentation of progress through the specific steps and benchmarks; and

8.1.5 Transition plans that address all the needs of each child and Family (housing, independent living skills, employment, etc.) that demonstrate the services they are receiving at the time of transition rely heavily on Family and Community supports.

8.2 Data Collection and Reports

CONTRACTOR shall submit on at least an annual basis all reports in the appropriate COUNTY formats as specified by COUNTY's Program Manager. CONTRACTOR shall retain copies of all reports and the back-up data summarized in the reports as specified in current law for record keeping.

8.2.1 CONTRACTOR shall use the following data collection and reporting instruments:

8.2.1.1 Child and Adolescent Functional Assessment Scales (CAFAS), Exhibit A-6. CONTRACTOR must complete the eight (8) section assessment;

8.2.1.2 Child and Adolescent Needs and Strengths (CANS), Exhibit A-10. CONTRACTOR shall conduct the CANS every six (6) months to assess changes in functioning, which will inform level of care decisions.

8.2.1.3 Wraparound Fidelity Index (WFI-4), Exhibit A-9, is a tool used in a multi-method approach to assess the quality of individualized care planning and management for children with complex needs and their families. The WFI-4 consists of interviews with Facilitators, caregivers/parents, children, and team members. The WFI-4 shall be administered every six (6) months by trained staff of the WA to a statistically valid random sample of at least 35%. The sample size shall be based upon the prior year's annual program census (unduplicated child count in a fiscal year) and determined by using the free Raosoft (http://www.raosoft.com/) sample size calculator with the following settings: 5% margin of error; 95% confidence level; annual program census; and 85% response distribution. The WFI-4 results shall be compiled and included in the individual WA's annual report to COUNTY.

8.2.2 CONTRACTOR shall send the following additional reports to COUNTY's Program Manager.

8.2.2.1 Written Critical Incident Reports as defined in Section 3.1.9 of this SOW, on the same day, if they occur before 5:00 P.M., and by 9:00 A.M. the following day, if they occur after 5:00 P.M.;

8.2.2.2 Grievances and appeals by Families within five (5) working days of receipt;

8.2.2.3 Involvement of children and Families, Community stakeholders (including service providers and schools), and public agency staff in the evaluation and monitoring of the quality and effectiveness of the program on a quarterly basis;

8.2.2.4 Client and provider profiling and tracking systems which include client characteristics, demographics, and all of the components of the POC by the 25th day of January, April, July, and October;

8.2.2.5 Wraparound Monthly Enrollment Capacity and Status Reports on the fifth (5th) business day of each month for the preceding month;

8.2.2.6 Data on the outcomes and objectives listed in this SOW by the 25th day of January, April, July, and October;

8.2.2.7 Surveys on consumer satisfaction by 25th day of January and July; and

8.2.2.8 Procedures for selecting providers, monitoring performance, and criteria for terminating subcontractors annually by July 25th.

8.2.3 CONTRACTOR's Annual Report:

8.2.3.1 CONTRACTOR's annual report shall include: (1) a breakdown of demographics (e.g., age, ethnicity; the number of males vs. females; the number children referred each by DMH, Probation and DCFS; the number of children that are in each DSM-IV category; and the number of Wraparound new enrollments, graduations, Suspensions and disenrollments); (2) CANS data; (3) the average length of services broken out by referring Department for those who are currently enrolled, graduates, disenrollees and Suspensions; (4) the average flexible funding expenditures per child, per Life Domain; (5) the average DMH expenditures (EPSDT) per child; and (6) an analysis of performance measures.

8.2.3.2 CONTRACTOR shall submit the Annual Report to COUNTY's Program Manager by August 15th or after, as requested by DCFS, of each calendar year for the duration of the Contract.

8.2.4 Evaluation Plan:

CONTRACTOR shall have a plan for evaluating and interpreting their data that includes families served and other key stakeholders to develop an evaluation plan to improve performance across time. The evaluation plan shall: (1) delineate the review process, the draft data analysis, and analytical reports; and (2) specify who reviews the draft reports. This evaluation plan is to be submitted annually to COUNTY's Program Manager by August 15th of each calendar year for the duration of this Contract.

8.2.5 Long-Term Tracking:

8.2.5.1 CONTRACTOR shall track fiscal reports, service delivery reports, outcome reports, and the Family and child measurements/scales required by the State Wraparound Standards and submit annual accumulated trends that

show performance over a period of at least three (3) years to COUNTY's Program Manager.

8.2.5.2 CONTRACTOR shall develop a plan with COUNTY to determine the long-range outcomes for Wraparound participants after Graduation from Wraparound.

COUNTY'S PERFORMANCE MEASURE SUMMARY/GOALS REGARDING WELL-BEING/EDUCATION		
PROGRAM TARGET GROUP: Children Receiving Wraparound		
PROGRAM GOAL AND OUTCOME: Well-being – Children in Wraparound will improve their level of functioning and overall well-being through participation in Wraparound.		
COUNTY'S OUTCOME INDICATORS	**PERFORMANCE TARGETS[4]**	**METHOD OF DATA COLLECTION**
Child's academic performance.	50% of children function at grade level or improved grade-level functioning from previous quarter. (Reported on an aggregate, system-wide basis, rather than by agency).	Wraparound analysis on a quarterly basis using end-of-month data for September, December, March and June of each calendar year.
Child's school attendance rate.	75% of children maintain at least an 80% school attendance rate or improved attendance rate from previous quarter.	Well-being Assessments completed by each Family at the end of each quarter.

[4] Increased educational performance includes improved grades and/or improved test scores and/or promotion to the next level and/or high school graduation.

CONTRACTOR shall cooperate with COUNTY in the collection of data by DCFS related to the well-being/educational goals specified herein. The data to be collected should evaluate the link between the performance of the Wraparound provider, the recommendation of DCFS/Probation/DMH, the stability of the Family setting, and the utilization of community-based services and supports. The data analysis shall include a consideration of barriers that may have interfered with the performance and outcome goals that would have otherwise improved them.

9.0 WELL-BEING

PERFORMANCE OUTCOME GOAL: Children in Wraparound will improve their level of functioning and overall well-being through participation in Wraparound Services.

SERVICE TASKS:

9.1 Administration

CONTRACTOR shall adopt the Wraparound philosophy as summarized in Section 2.2 of this SOW, and develop a plan of operation with policies and procedures consistent with this philosophy that include the following:

9.1.1 System-wide Family-centered flexible services practices that support Family decision making;

9.1.2 Agency boards/advisory councils include consumers, Family advocates, service providers, and Community leaders;

9.1.3 Support of the CFT as the primary decision body for planning services, including a reporting mechanism to ensure that members are satisfied with CONTRACTOR's support of CFT decisions;

9.1.4 Collaboration with public agencies, Community service providers, and Community members for Family support and implementation of the POC;

9.1.5 Participation in the ISC including: (1) providing Child and Family POC for their review; and (2) providing for them reports on program, services, progress, fiscal data, and outcome data;

9.1.6 Development of and participation in a consortium of Wraparound agencies to: (1) coordinate efforts, share information and problem solve; (2) develop strategies to promote Community understanding and support for the Wraparound process; (3) set goals and review outcomes; (4) maintain standards of quality for training, planning, and service delivery; and (5) plan Continuous Quality Improvement.

9.2 Parent-Advocacy and Support Group

CONTRACTOR shall have a written plan for a volunteer parent-run advocacy and support group that identifies how they can provide: (1) input into CONTRACTOR's program development, service planning and implementation, and quality improvements; and (2) parent-to-parent support. CONTRACTOR's organization chart shall delineate how this advocacy group is related to the organization as a whole.

9.3 Program Training Components

CONTRACTOR shall utilize parents, children, extended Family members, and Community providers, and public agencies in planning, implementing, and evaluating all training programs and content. CONTRACTOR shall administer participant evaluations at the end of each training session and use the findings from these evaluations for continuous improvement.

9.4 Staff Training, Job Descriptions, and Appraisal

CONTRACTOR shall have a staff training program for Administrator(s), Program Manager(s), Facilitator(s), and Supervisor(s) that reflects the philosophy and values in Section 2.2 of this SOW and provides written job descriptions for each position.

9.4.1 Training Program for Wraparound Staff: The training program for Wraparound staff shall include: (1) Wraparound Orientation, Elements of Wraparound and role definitions/skills before they see families or attend other advanced Wraparound Trainings; (2) assessments, including time-frames for assessments, for Family safety, need for crisis support, development of Family Safety and Crisis Plans, and Family strengths; (3) use of services that are directly linked to child and Family preferences, choices, values, and culture; (4) examining extended Family systems to identify Family supports and services that can be obtained or purchased from within the Family structure (day care, mentoring, tutoring, recreation, transportation, financial counseling, Respite Care, house repairs/maintenance, homemaking, etc.); (5) specific methods for helping children and families build the skills needed to meet their specific needs and result in greater Self-Sufficiency; and (6) provision monitoring, timely consultation, and ongoing coaching to promote skill acquisition and enhancement by experienced supervisors/program managers or subject matter experts.

9.4.2 Appraisal Process for Wraparound Staff: CONTRACTOR's staff appraisal process for Wraparound Staff shall include, but not be limited to, an annual written evaluation of each employee's abilities and strengths/weaknesses, specifically addressing: (1) responsiveness to the families' identified needs; (2) development of Family-centered help-giver skills; (3) achievement of professional and Family partnerships; (4) incorporation of informal supports, natural Family helpers, and other Community resources; (5) outcomes for children and Families; and (6) feedback from children and Families Community service providers.

9.5 Parent Training and Education

CONTRACTOR's plan of operation shall include a parent training and education component that: (1) is accessible; (2) meets the parent's needs; (3) utilizes parents who have successfully participated in Wraparound as advocates and trainers for other families in the program; and (4) invites providers experienced in delivery of Wraparound to participate as trainers. The parent training and education plan shall include, but is not limited to:

9.5.1 Understanding the child(ren)'s special needs;

9.5.2 Becoming informed advocates for their child(ren) to meet his/her needs, including educational needs;

9.5.3 Understanding the child(ren)'s educational rights;

9.5.4 Negotiating the system of care;

9.5.5 Participating on cross-disciplinary teams; and

9.5.6 Assuming leadership positions in service design and delivery.

9.6 Public Agency and Potential Service Providers' Training

CONTRACTOR shall form training teams that include providers experienced in delivery of Wraparound and selected Wraparound families to help train public agency staff and potential service providers on Wraparound values and service delivery methods.

EXHIBIT A-10

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
RESOURCE UTILIZATION

Child and Adolescent Needs and Strengths-Child Welfare (CANS-CW) revised 02/01/07

Child's Name:	
State ID and Regional Office	
Date of Birth	
Age:	
Assessor:	
Assessment Date:	
Child's Current Placement	
Child's Date of admission to current placement	
Child's ending placement	
Service Component:(FM, FR, PP)	
No of prior group home placements	
No of prior foster home placements	
No. of Prior Psychiatric Hospitalizations	
Child receiving Wrap, TBS or Systems of Care	
CANS based on TDM or Teleconference or RPRT	

Scoring:
"0" indicates **no need for action**
"1" indicates a need for **watchful waiting** to see whether action is warranted
"2" indicates **a need for action**
"3" indicates **the need for immediate or intensive action**

Functional Status					
	0	1	2	3	U
1. Motor					
2. Sensory					
3. Intellectual					
4. Communication					
5. Developmental					
6. Self Care/ Daily Living Skills					
7. Physical/ Medical					
8. Family Functioning					
9. School Achievements					
10. School Behavior					
11. School Attendance					
12. Sexual Development					

Comments:	
Source of Information:	

EXHIBIT A-10

RESOURCE UTILIZATION

CHILD SAFETY					
	0	1	2	3	U
13. Abuse					
14. Neglect					
15. Permanency					
16. Exploitation					

Comments:	
Source of Information:	

MENTAL HEALTH NEEDS					
	0	1	2	3	U
17. Psychotic Symptoms					
18. Attention Deficit/Impulse Control					
19. Depression/Anxiety					
20. Anger Control					
21. Oppositional Behavior					
22. Antisocial Behavior					
23. Adjustment to Trauma					
24. Attachment					
25. Situational Consistency					
26. Temporal Consistency					
27. Abuse History					
28. Family History of MI					

Comments:	
Source of Information:	

Child Risk Behaviors					
	0	1	2	3	U
29. Danger to Self					
30. Fire Setting					
31. Runaway					
32. Social Behavior					

Comments:	
Source of Information:	

EXHIBIT A-10

RESOURCE UTILIZATION

SUBSTANCE ABUSE	0	1	2	3	U
33. Severity of Substance Abuse					
34. Duration of Use					
35. Stage of Recovery					
36. Peer Involvement					
37. Parental Involvement					

Comments:	
Source of Information:	

CRIMINAL DELINQUENCY	0	1	2	3	U
38. Seriousness					
39. History					
40. Violence					
41. Sexually Abusive Behavior					
42. Peer involvement in Crime					
43. Parental Criminal Behavior					
44. Environment Influences					

Comments:	
Source of Information:	

CARE MANAGEMENT	0	1	2	3	U
45. Urgency					
46. Monitoring					
47. Treatment Intensity					
48. Transportation					
49. Service Permanence					

Comments:	
Source of Information:	

EXHIBIT A-10

RESOURCE UTILIZATION

FAMILY/CAREGIVER NEEDS AND STRENGTHS					
Identify Relationship:					
	0	1	2	3	U
50. Physical/Behavior Health					
51. Supervision					
52. Involvement with Care					
53. Knowledge					
54. Organization					
55. Resources					
56. Residential Stability					

Comments:	
Source of Information:	

SCORING:
"0" indicates **a strength which can be a centerpiece of strength-based plan**
"1" indicates **a strength that can be uses in a strength-based plan**
"2" indicates **a strength that has been identified but must be built**
"3" indicates **that no strength has been identified**

STRENGTHS					
	0	1	2	3	U
57. Family					
58. Interpersonal					
59. Relationship Permanence					
60. Educational					
61. Vocational					
62. Well-Being					
63. Talents/Interests					
64. Spiritual/Religious					
65. Inclusion					

Comments:	
Source of Information:	

Summary and Recommendations: (please include the TDM's placement recommendation)

EXHIBIT D

FORM 15
CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in the case files against disclosure to all individuals who do not have a right-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or other relatives, or make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

_____
(Signature)

_____
Name (Print)

_____
Title

_____
Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

ATTACHMENT B

AMENDMENT NUMBER ____

TO

WRAPAROUND APPROACH SERVICES CONTRACT

AMENDMENT NUMBER ___
TO WRAPAROUND APPROACH SERVICES CONTRACT

This Amendment Number ___ (hereinafter referred to as "Amendment"), to Wraparound Services Contract Number _____, (hereinafter referred to as "Contract"), adopted by the Board of Supervisors on April 18, 2006, is made and entered into by and between County of Los Angeles, (hereinafter referred to as "COUNTY"), and _____, (hereinafter referred to as "CONTRACTOR"), this _____ day of _____ 2009.

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0, Changes and Amendments; and

WHEREAS, the purpose of this Amendment is to comply with the court order of the Katie A. Settlement Agreement to expand Wraparound services; and

NOW, THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR hereby agree to amend Contract as follows:

1. Delete in its entirety subsection **4.2 Tier II Monthly Rate**, of **PART I, UNIQUE TERMS AND CONDITIONS**, and replace it with the following revised **subsection 4.2, Tier II and Tier II-FSP Monthly Rate**, as follows:

   4.2 Tier II and Tier II-Full Service Partnerhip (FSP) Monthly Rate
   The monthly rate paid by COUNTY to CONTRACTOR is $1,250 per month, plus EPSDT subject to allocation by DMH, per child who receives Wraparound Services under Tier II or Tier II-FSP, in accordance with Exhibit A, Statement of Work. There is no rate adjustment for out-of-home care costs for Tier II or Tier II-FSP services.

2. Delete in its entirety subsection **3.1.31**, of **Exhibit A, STATEMENT OF WORK (REVISED)** and replace it with the following revised **subsection 3.1.31, Tier II and Tier II-FSP**, as follows:

   3.1.31 **Tier II and Tier II-FSP** shall be defined as Wraparound for children who have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment at school, home and/or in the community.

3. Delete in its entirety subsection **4.1.6.4**, of **Exhibit A, STATEMENT OF WORK (REVISED)** and replace it with the following revised **subsection 4.1.6.4, Facilitators**, as follows:

   4.1.6.4 Facilitator(s): CONTRACTOR shall assign a Facilitator to every Tier I Wraparound child at a maximum ratio of one (1) full-time Facilitator for every ten (10) active Wraparound children (1:10). CONTRACTOR shall assign a Facilitator to every Tier II and Tier II-FSP Wraparound

child at a maximum ratio of one (1) full-time Facilitator for every fifteen (15) active Wraparound children (1:15). If, however, the number of active Wraparound children in the program is such that it would result in there being fewer than ten (10) Tier I children, fifteen (15) Tier II and Tier II-FSP children per Facilitator, CONTRACTOR may use a part-time Facilitator for these children, prorated to the number of children in the program. If the Facilitator concurrently works within other programs at the CONTRACTOR's agency, the Facilitator may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Facilitators to work with clients in geographically adjacent SPAs only.

4. Delete in its entirety subsection **4.1.6.6**, of **Exhibit A, STATEMENT OF WORK (REVISED)** and replace it with the following revised **subsection 4.1.6.6, Parent Partners**, as follows:

4.1.6.6 Parent Partner(s): CONTRACTOR shall assign a Parent Partner to every Tier I Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). CONTRACTOR shall assign a Parent Partner to every Tier II and Tier II-FSP Wraparound family at a maximum ratio of one (1) full-time Parent Partner for every fifteen (15) active Wraparound families (1:15). If, however, the number of active Wraparound children in the program is such that it would result in there being fewer than ten (10) Tier I children or fifteen (15) Tier II and Tier II-FSP children per Parent Partner, CONTRACTOR may use a part-time Parent Partner for these children, prorated to the number of children in the program. If the Parent Partner concurrently works within other programs at the CONTRACTOR's agency, the Parent Partner may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Parent Partners to work with clients in geographically adjacent SPAs only. The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT.

5. Delete in its entirety subsection **6.3**, of **Exhibit A, STATEMENT OF WORK (REVISED)**, and replace it with the following revised **subsection 6.3** as follows:

6.3 Children eligible for Tier II or Tier II-FSP Wraparound must have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment at school, home and/or in the community.

ALL OTHER TERMS AND CONDITIONS REMAIN IN FULL FORCE AND EFFECT

FORM AMENDMENT NUMBER _____ TO
WRAPAROUND APPROACH SERVICES CONTRACT NUMBER _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Form Amendment Number ____ to be subscribed on its behalf by the Directors of the Department of Children and Family Services and the Department of Mental Health, and the Probation Department's Chief Probation Officer. CONTRACTOR has caused this Form Amendment Number ____ to be subscribed in its behalf by its duly authorized officers as of the day, month and year first above written. The persons signing on behalf of CONTRACTOR warrant under penalty of perjury that they are authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By:

_____
Patricia S. Ploehn, LCSW, Director
Department of Children and Family Services

_____
Marvin J. Southard, DSW, Director
Department of Mental Health

_____
Robert B. Taylor, Chief Probation Officer
Probation Department

_____
CONTRACTOR

By_____

Name _____

Title _____

By_____

Name _____

Title _____

Tax ID _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, Jr.
COUNTY COUNSEL

BY _____
Kathy Bramwell
Principal Deputy County Counsel

ATTACHMENT C

WRAPAROUND APPROACH SERVICES

FORM CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

Department of Children and Family Services (DCFS)
Contracts Administration
425 Shatto Place, Room 400
Los Angeles, California 90020

COUNTY OF LOS ANGELES
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
WRAPAROUND APPROACH SERVICES CONTRACT

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Exhibit A-6	Child and Adolescent Functional Assessment Scale (CAFAS)
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Exhibit A-8	Youth Services Survey for Families (YSS-F), Youth Services Survey (YSS), and Client Evaluation Process – **(Exhibit A-8 Deleted)**
Exhibit A-9	Wraparound Fidelity Index (WFI)
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EXHIBIT B: INVOICE

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Attachment D	COUNTY's Administration
Attachment E	COUNTY Policy on Doing Business with Small Business
Attachment F	Listing of Contractors Debarred in Los Angeles COUNTY
Attachment G	Jury Service Ordinance
Attachment H	Background and Resources: California Charities Regulation
Attachment I	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

EXHIBIT D: REQUIRED FORMS

COUNTY OF LOS ANGELES
WRAPAROUND APPROACH SERVICES CONTRACT

WRAPAROUND APPROACH SERVICES CONTRACT (hereinafter referred to as "Contract").

This Contract is made and entered into this ____ day of _____ 20__, by and between

COUNTY of Los Angeles
hereinafter referred to as
"COUNTY"

and

_____
hereinafter referred to as
"CONTRACTOR".

RECITALS

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services;

WHEREAS, the COUNTY desires to provide Wraparound Approach Services;

WHEREAS, COUNTY has determined that the services to be provided under this Contract are necessary to stabilize children with multiple, complex, and enduring needs and provide them with a permanent home maintained by a range of community-based services and supports;

WHEREAS, pursuant to the provisions of Senate Bill 163 (SB 163), the Wraparound Approach is established in the State of California; and

WHEREAS, CONTRACTOR warrants that it possesses the competence, expertise and personnel necessary to provide such services,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto do agree as follows:

PART I: UNIQUE TERMS AND CONDITIONS

1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

1.1 This Contract and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to PART II, Section 7.0, "Changes and Amendments" and signed by both parties.

1.2 Attachments A, B, C, D, E, F, G, H, and I, set forth below, are attached to and incorporated by reference in this Contract.

1.3 The headings, page numbers, sections, and sub-section numbers contained in this Contract are for convenience and reference only and are not intended to define the scope of any provision herein.

1.4 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, contents or description of any task, deliverable, product, service, or other work between this Contract, Statement of Work, and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, Statement of Work, and Attachments according to the following priority:

Attachment A	Auditor-Controller Contract Accounting and Administration Handbook
Attachment B	Internal Revenue Notice 1015
Attachment C	Safely Surrendered Baby Law Fact Sheet
Attachment D	COUNTY's Administration
Attachment E	COUNTY Policy on Doing Business with Small Business
Attachment F	Listing of Contractors Debarred in Los Angeles COUNTY
Attachment G	Jury Service Ordinance
Attachment H	Background and Resources: California Charities Regulation
Attachment I	Contractor's Obligation Under the Health Insurance Portability and Accountability Act (HIPAA)

1.5 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

A. "Contract" – means an agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of Exhibit A, Statement of Work.

B. "CONTRACTOR" – means the sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by Exhibit A, Statement of Work.

C. "COUNTY" – means the Department of Children and Family Services, the Department of Mental Health, and the Probation Department, on behalf of the COUNTY and its Board of Supervisors.

D. "COUNTY Program Manager (CPM)" – means COUNTY's representative responsible for daily management of contract operation and the oversight of monitoring activities, compliance with the requirements of the Contract, and the delivery of services.

E. "Day" or "Days" – means whether singular or plural, initial letter capitalized or not, calendar days, and not business day or workday, unless otherwise specifically stated.

F. "DCFS" - means COUNTY's Department of Children and Family Services.

G. "Director" - means COUNTY's Director of Children and Family Services or his or her authorized designee.

H. "Fiscal Year(s)" - means the twelve (12) month period beginning July 1st and ending the following June 30th.

I. "Program" - means the work to be performed by CONTRACTOR as defined in Exhibit A, Statement of Work.

J. "Subcontract" - means a contract by which a third party agrees to provide services or materials necessary to fulfill an original contract.

2.0 PARTIES TO THE CONTRACT

The parties to this Contract are the County of Los Angeles, hereinafter referred to as "COUNTY" and, hereinafter referred to as "CONTRACTOR."

3.0 TERM AND TERMINATION

3.1 The term of this Contract shall commence on _____, and shall continue through _____, unless terminated earlier or extended, in whole or in part, as provided in this Contract.

3.2 The COUNTY shall have the sole option to extend the Contract term for up to _____ additional one-year periods, for a maximum total Contract term of _____ years. Each such option and extension shall be exercised by written notice to the CONTRACTOR at the sole discretion of the Director of DCFS, or her designee, with approvals from the Director of DMH and the Chief Probation Officer.

3.3 The term of this Contract may also be extended by written notice to the CONTRACTOR 60 days prior to the expiration of the contract term, after CEO approval, for a period not to exceed six (6) months beyond April 30, 2014, if such additional time is necessary to complete the negotiation or solicitation of a new Contract, by the Director of DCFS or her designee, with approvals from the Director of DMH and the Chief Probation Officer.

3.4 CONTRACTOR shall notify COUNTY when this Contract is within six (6) months from the expiration of the term. Upon occurrence of this event, CONTRACTOR shall send written notification to the CPM.

3.5 COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.

4.0 CONTRACT SUM

4.1 Tier I Monthly Rate

The monthly rate paid by COUNTY to CONTRACTOR is $4,184 per month, per child who receives Wraparound Services under Tier I, in accordance with Exhibit A, Statement of Work.

4.1.1 For children who must be placed in out-of-home care, the COUNTY will pay the CONTRACTOR Tier I rate, minus any concurrent placement costs. However, Wraparound Services may be suspended by the Interagency Screening Committee (ISC) if such placements are longer than thirty (30) days.

4.1.2 The rate paid to the CONTRACTOR for Tier I Wraparound Services will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment.

4.1.3 The Tier I rate will be revisited after a one year period of studying actual CONTRACTOR costs, based upon a methodology to be developed jointly by COUNTY and Wraparound CONTRACTORS. Regardless of the results of the one year period of studying actual CONTRACTOR costs, COUNTY shall not be obligated to change the Tier I rate, and the provisions of this subsection 4.1.3 shall not constitute an agreement by COUNTY to change the Tier I rate at any time during the term of this Contract.

4.2 Tier II Monthly Rate
The monthly rate paid by COUNTY to CONTRACTOR is $1,250 per month, plus EPSDT subject to allocation by DMH, per child who receives Wraparound Services under Tier II, in accordance with Exhibit A, Statement of Work. There is no rate adjustment for out-of-home care costs for Tier II services.

4.3 The execution of this Contract does not guarantee CONTRACTOR any minimum amount of business. Referrals will be made by the COUNTY. This Contract is not an exclusive contract. COUNTY reserves the right to contract with other contractors or request the services of other agencies that are the same or similar to Wraparound.

4.4 CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, or for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

4.5 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

4.6 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget." Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit A-2, Line Item Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget.

4.7 Time is of the essence with regards to CONTRACTOR's performance of any tasks, deliverables, goods, services, or other work, as specified in this Contract, provided, however, the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

5.0 INSURANCE REQUIREMENTS

5.1 General Insurance Requirements

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY. Such coverage shall be provided and maintained at CONTRACTOR's own expense.

5.1.1 Evidence of Insurance: Prior to commencing services under this Contract, certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to:

County of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, CA 90020

Such certificates or other evidence shall:

5.1.1.1 Specifically identify this Contract;

5.1.1.2 Clearly evidence all coverages required in this Contract;

5.1.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;

5.1.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract; and

5.1.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

5.1.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

5.1.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by COUNTY for such insurance.

5.1.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

5.1.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a

claim or lawsuit against CONTRACTOR and/or the COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence;

5.1.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract;

5.1.4.3 Any injury to CONTRACTOR's employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report" to COUNTY's Contract Manager; and

5.1.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

5.1.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

5.1.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

5.1.6.1 CONTRACTOR providing evidence of insurance covering the activities of Subcontractors; or

5.1.6.2 CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

5.2 Insurance Coverage Requirements:

5.2.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million

Each Occurrence:	$1 million

5.2.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

5.2.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	$1 million
Disease – policy limit:	$1 million
Disease – each employee:	$1 million

5.2.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of CONTRACTOR, its officers or employees with limits of not less than one million dollars ($1,000,000) per occurrence and three million dollars ($3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon termination or cancellation of this Contract.

6.0 INVOICES AND PAYMENTS

6.1 Invoices

6.1.1 For each child placed by COUNTY for whom services have been provided, CONTRACTOR shall invoice COUNTY monthly in arrears as of the last day of the month during which services are rendered, using the format provided by COUNTY in Exhibit B. The billing shall indicate the services for which reimbursement is being requested, and shall include the last and first name of each child, each child's State of California case number, monthly rate, the number of days each child received Wraparound for that month, aid type, RCL number, and facility type (group home, foster family

agency, foster home, or group home). Billing shall be forwarded to COUNTY by the twentieth (20th) calendar day of the following month.

CONTRACTOR shall send original invoices to:

County of Los Angeles,
Department of Children and Family Services
Attention: Pamela Dubin, Program Manager
501 Shatto Place, Room 304
Los Angeles, CA 90020

CONTRACTOR shall send a copy of each invoice to:

County of Los Angeles
Department of Children and Family Services
Accounting Services Division
Attention: Contract Accounting Services
425 Shatto Place, Room 204
Los Angeles, California 90020

Upon receipt of CONTRACTOR's monthly invoice, Accounting Services shall forward the invoice to the CPM or designee for review and approval. The CPM shall review the detailed charges to ensure that charges are in accordance with the Contract terms and that invoiced services have been rendered to each child.

6.1.2 CONTRACTOR shall submit a pro-rated invoice for placements lasting less than a full month, to be paid by COUNTY in accordance with PART I, Section 6.2, Payments, of this Contract. Questions regarding billing should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.

6.1.3 COUNTY will provide written notice to CONTRACTOR within ten (10) business days of any changes in child's status that directly affect payment or billing. COUNTY will inform CONTRACTOR of procedure to follow if notice is not provided pursuant to this Section.

6.1.4 The last and final invoice for the Contract period shall be submitted by the CONTRACTOR within sixty (60) days following the end of the Contract period. If CONTRACTOR is unable to provide the final invoice within the 60-day period, the CONTRACTOR shall notify in writing both the Accounting Services Division, Attention: Contract Accounting Services, and the CPM of the reason(s) why CONTRACTOR cannot comply with this requirement, at the respective addresses given above in Section 6.1.1. Along with this

notification, CONTRACTOR shall provide the estimated reimbursement per child, estimated total amount of the last and final invoice, and the anticipated date of submission of the last and final invoice.

6.2 Payments

6.2.1 COUNTY shall pay CONTRACTOR in accordance with PART I, Section 4.0, Contract Sum, for each child enrolled in Wraparound. For children who must be placed in out-of-home care, the applicable concurrent placement cost will be deducted from the monthly rates for such children.

6.2.2 Payments for placements lasting less than a full month shall be prorated. Payment shall commence the day the child is placed with CONTRACTOR and terminate the day before the child is removed.

6.2.3 In the event a child is detained in a COUNTY facility as a result of delinquency, or hospitalized, Wraparound will normally continue to both the child and Family to resolve crisis issues and to prepare for the child's return home. During this period of time, the designated slot shall be held for the child, and CONTRACTOR shall continue to provide services and supports and continue to receive the full monthly rate. Most of these occurrences will last only a few days. In the event the child's absence will exceed thirty (30) days, the Child and Family Plan of Care will be reviewed by the Child and Family Team and a recommendation made to the ISC regarding continuing or suspending services. The ISC shall decide when and whether to suspend Wraparound for the duration of the child's absence and free the slot for use by another Family/child. Upon the child's return, attempts will be made to return the Family/Child to the same slot, if it is still available, and full services will be resumed.

6.2.4 A child may be disenrolled from Wraparound for any of the following reasons:

6.2.4.1 The Plan of Care goals have been accomplished (as determined by the Child and Family Team, with the ISC's concurrence);

6.2.4.2 The child ages out (children may continue in foster care status, and thus Wraparound, until their eighteenth (18^{th}) birthday, or until their nineteenth (19^{th}) birthday if they are still enrolled in high school and are expected to graduate by age nineteen (19));

6.2.4.3 The child and Family move out of the geographic area or the child is removed from the jurisdiction;

6.2.4.4 The court terminates or dismisses jurisdiction;

6.2.4.5 The court issues an order that the child will be disenrolled;

6.2.4.6 Removal of the child from Wraparound is necessary for the safety and well-being of the child, as determined by COUNTY, the assigned Department of Children and Family Services' Children Services Worker, the assigned Probation Department's Deputy Probation Officer, and/or the Department of Mental Health worker;

6.2.4.7 The child is committed to the California Youth Authority; or

6.2.4.8 The Child and Family Team agrees that the child and Family needs can be adequately served by generic community resources.

6.2.5 COUNTY shall make every effort to pay CONTRACTOR the amount due within thirty (30) calendar days after receipt of an invoice. Retroactive and supplemental increases in payment to the CONTRACTOR shall not be bound by the thirty (30) calendar-day payment goal. Questions regarding payment should be directed to the Accounting Services Division, Contract Accounting Services, at (213) 351-5576.

6.3 Payment Errors

6.3.1 CONTRACTOR shall notify COUNTY within thirty (30) days of the receipt of any payment that is incorrect. Notification is made by completing the Payment Resolution Notification Form (COV 71) and sent to Finance Services Division, Attention: Contract Accounting Section, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Interest charges may be assessed from the thirtieth (30^{th}) day following identification and written notification of the incorrect payment, at a rate equal to COUNTY'S current Pool Rate, as determined by COUNTY'S Auditor Controller, per day on the delinquent amount due. Interest charges shall be paid by CONTRACTOR upon demand. COUNTY will resolve payment discrepancies within thirty (30) days of receipt of the Payment

Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds in accordance with PART I, Section 7.0, Use of Funds, of this Contract. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) days of written notice of payment resolution to CONTRACTOR.

6.3.2 In the event COUNTY identifies an excess payment made to CONTRACTOR, COUNTY will notify CONTRACTOR of such in writing. CONTRACTOR shall within thirty (30) calendar days of the Date of Receipt of such notice, return the excess payment to COUNTY, execute an agreement to pay within another mutually agreed upon time frame, or register a written notice of dispute, with accompanying documentation, to:

Bureau Deputy Director
Bureau of Finance
Department of Children and Family Services
425 Shatto Place, Room 300
Los Angeles, CA 90020

The Bureau Deputy Director will attempt to provide a written response to such dispute within thirty (30) calendar days of the receipt of the written notice of dispute.

6.3.3 CONTRACTOR shall submit payment of any amounts due to COUNTY within thirty (30) days after the date of the Bureau Deputy Director's or CPM's decision.

6.3.4 Upon final determination of the amount owed, if CONTRACTOR refuses or is unable to repay the amount owed, COUNTY, at its sole discretion, may collect directly or refer the case to the appropriate COUNTY agency.

6.3.5 COUNTY may charge interest, as described in Section 6.3.1 above, if payment errors are not promptly repaid.

6.3.6 COUNTY will resolve payment discrepancies within thirty (30) Days of receipt of the Payment Resolution Notification Form. COUNTY will provide CONTRACTOR with written notice of payment resolutions. CONTRACTOR will be required to repay any excess funds. COUNTY shall make every effort to pay CONTRACTOR any underpayment within thirty (30) Days of written notice of payment resolution to CONTRACTOR.

6.3.7 COUNTY has no obligation to pay for expenditures by CONTRACTOR that exceed the monthly payment rate as defined in PART I, Section 4.1, Monthly Rate.

6.4 Reporting

6.4.1 CONTRACTOR must have in place the necessary management tools and infrastructure capable of performing the administrative, financial and management information system functions including contracting billing records management and quality assurance.

6.4.2 Each CONTRACTOR shall maintain separate accounting records for the Wraparound Program in this Agreement, and shall provide within thirty (30) days of the close of each COUNTY Fiscal Year an accounting of revenue and expenditures for the Wraparound Program, to be sent to Accounting Services Division, Attention: Contract Accounting Services, Department of Children and Family Services, 425 Shatto Place, Room 204, Los Angeles, California 90020. Revenue shall include only revenue received from COUNTY pursuant to this Agreement, and expenditures shall include the related expenses of this program paid with said revenue.

6.5 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number to COUNTY.

7.0 USE OF FUNDS

7.1 CONTRACTOR shall use all funds paid pursuant to this Agreement for the benefit of Wraparound children and Families as set forth in the Statement of Work. CONTRACTOR shall expend funds on reasonable and allowable expenditures in providing the necessary care and services as specified in this Agreement for children placed by the COUNTY.

7.2 The monthly rate for all filled slots is provided as a funding pool. CONTRACTOR is allowed to use this pool to spend more or less on individual Families and children depending on their individual plans and needs. Funds are a resource for the child and Family, which must be tied to a plan of care and its associated budget through individualized planning and approval process. CONTRACTOR shall use funds to supplement not replace existing avenues for meeting needs.

7.3 Such expenditures shall be in accordance with the California Department of Social Services Manual of Policy and Procedures, 45 Code of Federal Regulations Part 74, and the Office of Management and Budget (OMB) Circular A-122, "Cost Principles for Non-profit Organizations." In the event

of conflict between State and Federal regulations or between State regulations and COUNTY policies in determining the allowability of cost such conflict or inconsistency shall be resolved by giving precedence to State regulations. Any funds not expended in accordance with the above regulations will be disallowed on audit. Reasonable funds may be rolled over between fiscal years as a prudent reserve.

7.4 In addition to the monthly rate, CONTRACTOR must be qualified and authorized to access categorical funding for which a Family/child is qualified, such as Title IXX Medi-Cal, Early Periodic Screening Diagnosis and Treatment (EPSDT), Temporary Assistance to Needy Families (TANF), and Healthy Families.

7.5 Agency staff must be able to access the agency's funding pool in a timely manner. In some instances this may be as short as two (2) hours if there is an urgent need.

7.6 Funds remaining in the agency's funding pool at the conclusion of a contract period, at the termination of the Agreement by either the COUNTY or the CONTRACTOR, shall be returned to the COUNTY to fund COUNTY child welfare services.

7.7 Effective July 1, 2007, no additional State funds will be deposited into the MCP. CONTRACTOR must return its surplus funds as identified by the County as specified in subsections 7.7.2 and 7.7.2.1 below shall be deposited into the MCP. Any unused funds in the MCP will be available until the MCP is fully depleted. The MCP will be used to provide support for specifically identified needs which far exceed the current case rate funding for (a) current high needs Wraparound youth, (b) graduated Wraparound youth who are no longer involved with DCFS, DMH and/or Probation, and who have a specific unmet need, (c) EPSDT match, (d) respite beds for Wraparound youth.

7.7.1 Representatives from DCFS, DMH, Probation, a Wraparound parent partner/advocate, and two (2) Wraparound Agency CONTRACTORs will supervise the MCP and will meet regularly to review requests from CONTRACTORs for use of the funding in the MCP.

7.7.2 The CONTRACTOR must submit quarterly financial statements to COUNTY to assess any surplus the CONTRACTOR may have accumulated. The first quarterly financial statement shall be due three (3) months from the Contract start date, and subsequent financial statements shall be due every three months thereafter.

7.7.2.1 Any surplus funds that CONTRACTOR accumulates above ten percent (10%) of their operating costs (direct and indirect costs associated to provide Wraparound services) shall be required to be returned to COUNTY and added to the MCP every six (6) months, beginning one year from the date the first child is enrolled by the CONTRACTOR, under this Contract.

7.7.2.2 The CONTRACTOR's "indirect costs" for Wraparound may not exceed 15% of their total Wraparound program costs. For a definition of "indirect costs", please refer to Attachment A, AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATIVE HANDBOOK, Cost Principles, Sub-section 2.2.

8.0 NOTICES

8.1 All notices or demands required or permitted to be given or made under this Contract shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

COUNTY of Los Angeles
Department of Children and Family Services
Contracts Administration
Attention: Contract Administrator
425 Shatto Place, Room 400
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Contractor: _____

Address: _____

City, State, ZIP: _____

Attention: _____

Phone: _____

Fax: _____

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

PART II: STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

1.1 CONTRACTOR's Program Director

1.1.1 CONTRACTOR's Program Director is designated in Exhibit D: Required Forms, Form 1-A, Contractor's Administration. The CONTRACTOR shall notify COUNTY in writing of any change in the name or address of CONTRACTOR's Program Director.

1.1.2 CONTRACTOR's Program Director shall be responsible for CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with the CPM on a regular basis.

1.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of CONTRACTOR's staff performing work hereunder and any proposed changes in CONTRACTOR's staff, including, but not limited to, CONTRACTOR's Program Director.

1.3 Background and Security Investigations

1.3.1 At any time prior to or during term of this Contract, COUNTY may require that all CONTRACTOR staff performing work under this Contract undergo and pass, to the satisfaction of COUNTY, a background investigation, as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, up to and including a COUNTY performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

1.3.2 COUNTY may request that CONTRACTOR's staff be immediately removed from working on the COUNTY Contract at any time during the term of the Contract. COUNTY will not provide to CONTRACTOR nor to CONTRACTOR's staff any information obtained through the COUNTY conducted background clearance.

1.3.3 COUNTY may immediately deny or terminate facility access to CONTRACTOR's staff that does not pass such investigation(s) to the satisfaction of COUNTY whose background or conduct is incompatible with COUNTY facility access, at the sole discretion of COUNTY.

1.3.4 Disqualification, if any, of CONTRACTOR staff, pursuant to this Section 1.4 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

1.4 Confidentiality

1.4.1 CONTRACTOR shall maintain the confidentiality of all records and information in accordance with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, COUNTY policies concerning information technology security and the protection of confidential records and information.

1.4.2 CONTRACTOR shall not reproduce, distribute, or disclose to any person or entity any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness, or problem regarding data security or maintenance in COUNTY's computer systems, or to any safeguard, countermeasure, or contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

1.4.3 CONTRACTOR shall inform all of its directors, officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.

1.4.4 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgement and Confidentiality Agreement.

1.4.5 CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgement and Confidentiality Agreement.

1.4.6 CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.

1.4.7 CONTRACTOR agrees to notify COUNTY in writing within twenty-four (24) hours of any actual or suspected misuse, misappropriation, unauthorized disclosure of, or unauthorized access to Confidential Information that may come to CONTRACTOR's attention, and that includes unauthorized access to CONTRACTOR's computer or computers (including those of any Subcontractor involved in the Relationship) containing CONTRACTOR's or COUNTY's Confidential Information related to this Contract, including names and information of referred clients. Unauthorized access may include a virus or worm that penetrates and gains access to a computer and places a back door or keystroke logger it, or a directed hack/crack that gains access to and some control over a computer.

1.4.8 CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with this sub-section 1.4.8, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this sub-section 1.4.8 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.

1.4.9 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

1.4.10 Confidentiality Requirements for Probation

1.4.10.1 By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR'S care and possession is confidential and no information relating to any adult or minor is to be in any way released to anyone except those authorized employees of the Los Angeles COUNTY Probation Department and law enforcement agencies.

1.4.10.2 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign Form 15, Confidentiality of CORI Information, in Exhibit D, regarding confidentiality of the information in the juvenile records. Copies of the form are to be sent to County Program Manager (Probation) within five (5) business days of start of employment.

2.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all COUNTY Administration referenced in the following Sub-sections are designated in Exhibit C, Attachment D, COUNTY's Administration. The COUNTY shall notify the Contractor in writing of any change in the names or addresses shown.

2.1 COUNTY's Program Director

Responsibilities of the COUNTY's Program Director include:

- ensuring that the objectives of this Contract are met;
- making changes in the terms and conditions of this Contract in accordance with PART II, Section 7.0, Changes and Amendments; and
- providing direction to Contractor in the areas relating to COUNTY policy, information requirements, and procedural requirements

2.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with Contractor's Program Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

The COUNTY's Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

2.3 COUNTY's Contract Program Monitor

The COUNTY's Program Monitor is responsible for overseeing the day-to-day administration of this Contract. The Program Monitor reports to the COUNTY's Program Manager.

3.0 AMERICANS WITH DISABILITIES ACT (ADA)

The CONTRACTOR agrees to abide by all applicable Federal, State and Local laws. Including the Americans with Disabilities Act (ADA) and its requirement to provide reasonable accommodations and auxiliary aids or services, unless compliance with the ADA would place an undue financial burden on, or would fundamentally alter the nature of, the CONTRACTOR's program.

4.0 ASSIGNMENT BY CONTRACTOR

4.1 CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Section 4.1, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by COUNTY to any approved delegate or assignee on any claim under the Contract shall be deductible, at COUNTY's sole discretion, against the claims, which CONTRACTOR may have against COUNTY.

4.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

4.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the COUNTY's Board of Supervisors or the Director's express prior written approval, may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

5.0 AUTHORIZATION WARRANTY

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

6.0 BUDGET REDUCTION

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within

thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

7.0 CHANGES AND AMENDMENTS

7.1 County reserves the right to change any portion of the work required under this Contract, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished as set forth in this section 7.0.

7.2 The Director of DCFS, or designee, may sign an Amendment to this Contract without further action by the Board of Supervisors to increase or decrease the Maximum Annual Contract Sum by no more than ten percent of the Maximum Contract Sum, if necessary to accommodate any unanticipated increase or decrease in units of service, only under the following conditions as applicable:

7.2.1 The amendment shall be in compliance with applicable County, State and federal regulations; and

7.2.2 The Board of Supervisors has appropriated sufficient funds in COUNTY's budget; and

7.2.3 Prior approvals are obtained from the Director of DMH and the Chief Probation Officer; and

7.2.4 Prior CEO approval is obtained and notice given to County Counsel.

7.3 Except as provided in this section, 7.0, for any change which affects the scope of work, term of Contract, Contract Sum, payments, or any terms or conditions included under this Contract, an amendment shall be prepared by DCFS and executed by the CONTRACTOR and COUNTY's Board of Supervisors or the Directors of DCFS and DMH and the Chief Probation Officer, or their designees, in the event the Directors and Chief Probation Officer has the delegated authority to execute. Approval of County Counsel must be obtained for any changes which affect the scope of work.

7.4 COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by DCFS, and executed by the CONTRACTOR and the Director of DCFS, with the approvals from the Director of DMH and the Chief Probation Officer.

8.0 CHILD ABUSE PREVENTION REPORTING

8.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

8.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

8.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

8.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

8.2.3 The assurance that all employees of CONTRACTOR and Subcontractors understand that the safety of the child is always the first priority.

9.0 CHILD SUPPORT COMPLIANCE PROGRAM

9.1 Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program

9.1.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, Family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

9.1.2 As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings

Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

9.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in Sub-section 9.1, Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to PART II, Section 50.0 Termination for CONTRACTOR's Default, and pursue debarment of CONTRACTOR, pursuant to COUNTY Code Chapter 2.202.

10.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application, which is attached as Exhibit D: Required Forms, Form 2.

11.0 COMPLAINTS

11.1 CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of the CPM, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

11.1.1 CONTRACTOR shall develop and operate procedures for receiving, investigating and responding to complaints. Within five (5) business days after Contract effective date, CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

11.1.2 If the COUNTY request changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

11.1.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.

11.2 CONTRACTOR shall preliminarily investigate all complaints and notify the CPM of the status of the investigation within five (5) business days of receiving the complaint.

11.3 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

11.4 Copies of all written responses shall be sent to the CPM within three (3) business days of mailing to the complainant.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

12.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

12.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

12.1.3 (For Contracts over Ten Thousand Dollars ($10,000) – CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

12.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.

12.3 CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances, or directives.

13.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no

person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. CONTRACTOR shall comply with Exhibit D: Required Forms, Form 3, Contractor's Equal Employment Opportunity (EEO) Certification.

14.0 COMPLIANCE WITH JURY SERVICE PROGRAM

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Attachment G, and incorporated by reference into and made part of this Contract.

14.1 Written Employee Jury Service Policy

14.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

14.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars ($50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section 14.0. The provisions of this Sub-section 14.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.

14.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a

continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "Contractor" or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CONTRACTOR continues to qualify for an exception to the Program.

14.1.4 CONTRACTOR's violation of this Section 14.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

15.0 CONDUCT OF PROGRAM

CONTRACTOR shall abide by all terms and conditions imposed and required by this Contract and shall comply with all subsequent revisions, modifications, and administrative and statutory changes made by the State, and all applicable provisions of State and Federal regulations. Failure by CONTRACTOR to comply with provisions, requirements or conditions of this Contract, including but not limited to performance documentation, reporting and evaluation requirements, shall be a material breach of this Contract and may result in the withholding of payments, financial penalties, and/or termination as stated herein.

16.0 CONFLICT OF INTEREST

16.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such work.

16.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated

and complete description of all relevant circumstances. Failure to comply with the provisions of this Section shall be a material breach of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

17.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

17.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

18.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ON REEMPLOYMENT LIST

Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give **first consideration** for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the life of this Contract.

19.0 CONTRACT ACCOUNTING AND FINANCIAL REPORTING

19.1 CONTRACTOR shall establish and maintain an accounting system including internal controls and financial reporting, which shall meet the minimum requirements for Contract Accounting as described in PART G, Attachment A, Auditor-Controller Contract Accounting and Administration Handbook.

19.2 CONTRACTOR shall maintain supporting documentation for all accruals reported. Accruals which are not properly supported may be disallowed upon audit.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

20.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORs.

20.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other

remedies provided in this Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

20.3 The COUNTY may debar the CONTRACTOR if the COUNTY's Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

20.4 If there is evidence that the CONTRACTOR may be subject to debarment, COUNTY will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

20.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and COUNTY shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the COUNTY's Board of Supervisors.

20.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.7 If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

20.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where: (1) the CONTRACTOR has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the COUNTY's Board of Supervisors. The COUNTY's Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

20.9 These terms shall also apply to Subcontractors of COUNTY CONTRACTORs.

21.0 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit D: Required Forms, Form 6, the COUNTY seeks to ensure that all COUNTY contractors who receive or raise charitable contributions comply with California law in order to protect the COUNTY and its taxpayers. A Contractor who receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (COUNTY Code Chapter 2.202)

22.0 CONTRACTOR'S OBLIGATIONS UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in Exhibit C: Attachments, Attachment I in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of Attachment I, CONTRACTOR's Obligations Under HIPAA.

23.0 CONTRACTOR'S WORK

23.1 Pursuant to the provisions of this Contract, CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as more fully set forth in Exhibit A, Statement of Work.

23.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

24.0 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and conditions and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the COUNTY's Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 CRIMINAL CLEARANCES

25.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or Subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

25.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or Subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

25.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those crimes listed in the Penal Code which involve murder, rape, kidnap, abduction, assault and lewd and lascivious acts.

26.0 EMPLOYEE BENEFITS AND TAXES

26.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.

26.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

27.0 EMPLOYMENT ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28.0 EVENTS OF DEFAULT

28.1 Default for Non-Performance

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

28.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

28.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

28.2 Default for Insolvency

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

28.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

28.2.2 The filing of a voluntary petition in bankruptcy;

28.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

28.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

28.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

29.0 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

30.0 FIXED ASSETS

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars ($5,000) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

31.0 FORMER FOSTER YOUTH CONSIDERATION

31.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in PART II, Sections 18.0 and 17.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY

of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

COUNTY of Los Angeles
Department of Children and Family Services
Attention: Division Chief, Emancipation Services Division
425 Shatto Place, Suite 500
Los Angeles, CA 90010
FAX: (213) 637-0036

31.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

31.3 CONTRACTOR is exempt from the provisions of this Section 30.0 if it is a governmental entity.

32.0 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

33.0 INDEMNIFICATION

CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

34.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or

local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

34.3 CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

35.0 LIQUIDATED DAMAGES

35.1 If, in the judgment of the Director, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Director, or his/her designee, in a written notice describing the reasons for said action.

35.2 If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the CONTRACTOR over a certain time span, the Director will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Director may:

(a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Exhibit A-1, Performance Requirements Summary (PRS) Chart, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

(c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private contractor, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

35.3 The action noted in Section 34.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

35.4 This Section shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or Section 34.2, and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

36.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at http://lacounty.info/doing_business/main_db.htm. (There are underscores in the address between the words 'doing business' and 'main db'.)

37.0 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

38.0 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

38.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

38.2 CONTRACTOR shall certify to, and comply with, the provisions of Exhibit D: Required Forms, Form 3, Contractor's Equal Employment Opportunity (EEO) Certification.

38.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

38.4 CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

38.5 CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

38.6 CONTRACTOR shall allow COUNTY representatives access to CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

38.7 If the COUNTY finds that any of the above provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Opportunity Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by COUNTY that the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

38.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

39.0 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with CONTRACTOR. This Contract shall not restrict DCFS from acquiring similar, equal, or like goods and/or services from other entities or sources.

40.0 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) day, give written notice thereof, including all relevant information with respect thereto, to the other party.

41.0 NOTICE OF DISPUTE

The CONTRACTOR shall bring to the attention of the CPM and/or COUNTY Program Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the CPM or COUNTY Program Director is not able to resolve the dispute, the Director, or designee shall resolve it.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit C: Attachments, Attachment B.

43.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, CONTRACTOR and COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

44.0 PROPRIETARY RIGHTS

44.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

44.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

44.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".

44.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 43.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.

44.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 43.4 for:

44.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 43.3;

44.5.2 Any materials, data and information covered under Section 43.2; and

44.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.

44.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.

44.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.

44.8 The provisions of Sections 43.5, 43.6, and 43.7 shall survive the expiration or termination of this Contract.

45.0 PUBLIC RECORDS ACT

45.1 Any documents submitted by CONTRACTOR, all information obtained in connection with the COUNTY's right to audit and inspect CONTRACTOR's documents, books, and accounting records pursuant to PART II, Section 46.0, Record Retention and Inspection/Audit Settlement, of this Contract, as well as those documents which were required to be submitted in response to the solicitation process for this Contract, become the exclusive property of the

COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order of court of competent jurisdiction.

45.2 In the event the COUNTY is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid or proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

46.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

46.1 CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.

46.2 CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

46.3 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State Auditor, or by any auditor, or accountant employed by the CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

46.4 Failure on the part of the CONTRACTOR to comply with any of the provisions of this Section 45.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

46.5 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY may conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that COUNTY's dollar liability for such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: (a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand; or (b) at the sole option of the COUNTY's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by COUNTY to CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

47.0 RECYCLED-CONTENT PAPER

Consistent with the COUNTY's Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

48.0 SAFELY SURRENDERED BABY LAW

48.1 Contractor's Acknowledgement of COUNTY's Commitment to the Safely Surrendered Baby Law

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY Contractors to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

48.2 Notice to Employees Regarding the Safely Surrendered Baby Law

CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit C: Attachments, Attachment C of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 SUBCONTRACTING

49.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY.** Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.

49.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:

49.2.1 A description of the work to be performed by the Subcontractor;

49.2.2 A draft copy of the proposed subcontract; and

49.2.3 Other pertinent information and/or certifications requested by the COUNTY.

49.3 CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were CONTRACTOR employees.

49.4 CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.

49.5 COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.

49.6 The CPM is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees.

49.7 CONTRACTOR shall obtain the following from each Subcontractor before any Subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:

49.7.1 An executed Exhibit D: Required Forms, Form 5, Contractor's Employee and Non-Employee Acknowledgment and Confidentiality Agreement, executed by each Subcontractor and each of Subcontractor's employees approved to perform work hereunder.

49.7.2 Certificates of Insurance which establish that the Subcontractor maintains all the programs of insurance required by PART I, Section 5.2, General Insurance Requirements, of this Contract, and

49.7.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.

49.8 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

49.9 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.

49.10 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

49.11 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all Subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractors or their officers, employees, and agents.

50.0 TERMINATION FOR CONTRACTOR'S DEFAULT

50.1 COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of the CPM:

50.1.1 CONTRACTOR has materially breached this Contract;

50.1.2 CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Contract; or

50.1.3 CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

50.2 In the event COUNTY terminates this Contract in whole or in part as provided in Section 49.1, the COUNTY may procure, upon such terms and in such manner, as COUNTY may deem appropriate, services similar to those so terminated. CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Section 49.0.

50.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Section 49.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this Section 49.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

50.4 If, after the COUNTY has given notice of termination under the provisions of this Section 49.0, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Section 49.0 or that the default was excusable under the provisions of Section 49.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PART II, Section 51.0, Termination for Convenience.

50.5 In the event the COUNTY terminates this Contract in its entirety due to the CONTRACTOR's default as provided in Section 49.1, the CONTRACTOR and the COUNTY agree that the COUNTY will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the COUNTY's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the CONTRACTOR and the COUNTY agree that the COUNTY shall, at its sole option and in lieu of the provisions of Section 49.2, be entitled to liquidated damages from the CONTRACTOR, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars ($5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the COUNTY for such actual damages. This amount of liquidated damages shall be either paid by the CONTRACTOR to the COUNTY by cash payment upon demand or, at the sole discretion of COUNTY, or designee, deducted from any amounts due to the CONTRACTOR by the COUNTY, whether under this Contract or otherwise.

50.5.1 These liquidated damages shall be in addition to any credits, which the COUNTY is otherwise entitled to under this Contract, and the CONTRACTOR's payment of these liquidated damages shall not in any way change, or affect the provisions of PART II, Section 33.0, Indemnification.

50.6 The rights and remedies of the COUNTY provided in this Section 49.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

51.0 TERMINATION FOR CONVENIENCE

51.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

51.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:

51.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

51.2.2 Complete performances of such part of the work as shall not have been terminated by such notice.

51.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with PART II, Section 46.0, Record Retention and Inspection/Audit Settlement.

52.0 TERMINATION FOR IMPROPER CONSIDERATION

52.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

52.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

52.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

53.0 TERMINATION FOR INSOLVENCY

53.1 COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

53.1.1 Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;

53.1.2 The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;

53.1.3 The appointment of a Receiver or Trustee for the CONTRACTOR; or

53.1.4 The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

53.2 The rights and remedies of the COUNTY provided in this Section 52.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

54.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm, as defined in COUNTY Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY's Lobbyist Ordinance, COUNTY Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by the CONTRACTOR to fully comply with the COUNTY's Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

55.0 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the COUNTY's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

56.0 REVIEW OF USE OF FUNDS

All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or

audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.

57.0 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

58.0 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Section 57.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

59.0 WARRANTY AGAINST CONTINGENT FEES

59.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

59.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

60.0 PUBLICITY

60.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

60.1.1 The CONTRACTOR shall develop all publicity material in a professional manner; and

60.1.2 During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the

County's Project Director. The COUNTY shall not unreasonably withhold written consent.

60.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 60.2 shall apply.

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed on its behalf by the Directors of the Department of Children and Family Services and the Department of Mental Health and Probation Department's Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

_____

Patricia S. Ploehn, LSW, Director
Department of Children and Family Services

_____

Marvin J. Southard, D.S.W., Director
Department of Mental Health

_____

Robert B. Taylor, Chief Probation Officer
Probation Department

_____

CONTRACTOR

By _____

Name _____

Title _____

By _____

Name _____

Title _____

_____

Tax Identification Number

APPROVED AS TO FORM:

BY THE OFFICE OF COUNTY COUNSEL
RAYMOND G. FORTNER, JR., County Counsel

BY _____
Principal Deputy County Counsel

WRAPAROUND APPROACH SERVICES
AMENDMENT DISTRIBUTION - MAY 2009

ATTACHMENT D

		AMENDMENT TO EXTEND THE CONTRACT TERM AND TO IMPLEMENT TIER I AND TIER II (ATTACHMENT A)	AMENDMENT TO IMPLEMENT TIER II-FSP (ATTACHMENT B)
1.	Amanecer Community Counseling Service	Yes	
2.	ALMA Family Services	Yes	Yes
3.	Hamburger Home, dba Aviva Family and Children's Services	Yes	
4.	Bienvenidos Children's Center, Inc.	Yes	
5.	Child and Family Center	Yes	Yes
6.	Child and Family Guidance Center	Yes	Yes
7.	Childnet Youth and Family Services, Inc.	Yes	
8.	Children's Bureau of Southern California	Yes	
9.	Children's Institute, Inc.	Yes	Yes
10.	Hathaway-Sycamores Child and Family Services	Yes	Yes
	Vista Del Mar Child & Family Services	Yes	
11.	Counseling and Research Associates, dba Masada Homes	Yes	Yes
12.	D'Veal Corporation	Yes	
13.	Families First, Inc. dba EMQ Families First	Yes	
14.	Five Acres - The Boys' and Girls' Aid Society of Los Angeles County	Yes	
15.	Florence Crittenton Services of Orange County, Inc.	Yes	
16.	Foothill Family Service	Yes	Yes
17.	Gateways Hospital and Mental Health Center	Yes	
18.	Hillsides	Yes	Yes
19.	HV Group Home, Inc.	Yes	Yes
20.	Institute for Multicultural Counseling and Education Services, Inc.	Yes	
21.	Los Angeles Child Guidance Clinic	Yes	Yes
22.	Olive Crest Treatment Centers	Yes	
23.	Penny Lane Centers	Yes	
24.	San Fernando Valley Community Mental Health Center, Incorporated	Yes	Yes
25.	San Gabriel Children's Center, Inc.	Yes	
26.	South Central Health and Rehabilitation Programs	Yes	
27.	Special Service for Groups, Inc.	Yes	Yes
28.	St. Anne's Maternity Home	Yes	Yes
29.	Star View Children & Family Services, Inc.	Yes	Yes
30.	Tarzana Treatment Center, Inc.	Yes	
31.	The Help Group Child and Family Center	Yes	Yes
32.	The Village Family Services	Yes	

TIER II - WRAPAROUND APPROACH SERVICES

YOUTH PARTICIPATION SLOTS

CONTRACT YEAR		MONTHLY SLOTS
09-10	May-09	25
	Jun-09	50
	Jul-09	75
	Aug-09	100
	Sep-09	125
	Oct-09	150
	Nov-09	200
	Dec-09	225
	Jan-10	250
	Feb-10	300
	Mar-10	350
	Apr-10	400
Total		**2,250**
10-11	May-10	450
	Jun-10	500
	Jul-10	534
	Aug-10	568
	Sep-10	602
	Oct-10	636
	Nov-10	670
	Dec-10	704
	Jan-11	738
	Feb-11	772
	Mar-11	806
	Apr-11	840
Total		**7,820**
11-12	May-11	874
	Jun-11	908
	Jul-11	942
	Aug-11	976
	Sep-11	1,010
	Oct-11	1,044
	Nov-11	1,078
	Dec-11	1,112
	Jan-12	1,146
	Feb-12	1,180
	Mar-12	1,214
	Apr-12	1,248
Total		**12,732**
12-13	May-12	1,282
	Jun-12	1,316
	Jul-12	1,350
	Aug-12	1,384
	Sep-12	1,418
	Oct-12	1,452
	Nov-12	1,486
	Dec-12	1,520
	Jan-13	1,554
	Feb-13	1,588
	Mar-13	1,622
	Apr-13	1,656
Total		**17,628**
13-14	May-13	1,690
	Jun-13	1,724
	Jul-13	1,758
	Aug-13	1,792
	Sep-13	1,826
	Oct-13	1,860
	Nov-13	1,894
	Dec-13	1,928
	Jan-14	1,962
	Feb-14	1,996
	Mar-14	2,030
	Apr-14	2,051
Total		**22,511**

SUMMARY

CONTRACT YEAR	ANNUAL SLOTS	CASE RATE	ANNUAL TOTAL
09-10	2,250	$ 1,250	$ 2,812,500
10-11	7,820	$ 1,250	$ 9,775,000
11-12	12,732	$ 1,250	$ 15,915,000
12-13	17,628	$ 1,250	$ 22,035,000
13-14	22,511	$ 1,250	$ 28,138,750
TOTAL	**62,941**		**$ 78,676,250**

TIER II-FSP - WRAPAROUND APPROACH SERVICES

YOUTH PARTICIPANT SLOTS

CONTRACT YEAR	CHILD* MONTHLY SLOTS	TRANSITION AGE YOUTH** (TAY) MONTHLY SLOTS	TOTAL MONTHLY SLOTS
09-10			
May-09	35	15	50
Jun-09	70	30	100
Jul-09	105	45	150
Aug-09	140	60	200
Sep-09	175	75	250
Oct-09	210	90	300
Nov-09	245	105	350
Dec-09	280	120	400
Jan-10	315	135	450
Feb-10	350	150	500
Mar-10	385	165	550
Apr-10	420	180	600
Total	**2730**	**1170**	**3900**
10-11			
May-10	455	195	650
Jun-10	490	210	700
Jul-10	524	225	749
Aug-10	524	225	749
Sep-10	523	226	749
Oct-10	523	226	749
Nov-10	523	226	749
Dec-10	523	226	749
Jan-11	523	226	749
Feb-11	523	226	749
Mar-11	523	226	749
Apr-11	523	226	749
Total	**6177**	**2663**	**8840**
11-12			
May-11	523	226	749
Jun-11	523	226	749
Jul-11	523	226	749
Aug-11	523	226	749
Sep-11	523	226	749
Oct-11	523	226	749
Nov-11	523	226	749
Dec-11	523	226	749
Jan-12	523	226	749
Feb-12	523	226	749
Mar-12	523	226	749
Apr-12	523	226	749
Total	**6276**	**2712**	**8988**
12-13			
May-12	523	226	749
Jun-12	523	226	749
Jul-12	523	226	749
Aug-12	523	226	749
Sep-12	523	226	749
Oct-12	523	226	749
Nov-12	523	226	749
Dec-12	523	226	749
Jan-13	523	226	749
Feb-13	523	226	749
Mar-13	523	226	749
Apr-13	523	226	749
Total	**6276**	**2712**	**8988**
13-14			
May-13	523	226	749
Jun-13	523	226	749
Jul-13	523	226	749
Aug-13	523	226	749
Sep-13	523	226	749
Oct-13	523	226	749
Nov-13	523	226	749
Dec-13	523	226	749
Jan-14	523	226	749
Feb-14	523	226	749
Mar-14	523	226	749
Apr-14	523	226	749
Total	**6276**	**2712**	**8988**

CONTRACT YEAR	TOTAL ACCUMULATED SLOTS PER CONTRACT YEAR		CASE RATE	TOTAL ANNUAL DOLLARS PER YOUTH CATEGORY WITH COMBINED TOTALS			BREAKDOWN OF TIER II-FSP FUNDING SOURCES	
	CHILD*	TAY**		CHILD*	TAY**	COMBINED TOTAL	KATIE A. (80%)	STATE MHSA*** (20%)
09-10	2730	1170	$ 1,250	$ 3,412,500	$ 1,462,500	$ 4,875,000	$ 3,884,010	$ 990,990
10-11	6177	2663	$ 1,250	$ 7,721,250	$ 3,328,750	$ 11,050,000	$ 8,803,129	$ 2,246,871
11-12	6276	2712	$ 1,250	$ 7,845,000	$ 3,390,000	$ 11,235,000	$ 8,950,260	$ 2,284,740
12-13	6276	2712	$ 1,250	$ 7,845,000	$ 3,390,000	$ 11,235,000	$ 8,950,260	$ 2,284,740
13-14	6276	2712	$ 1,250	$ 7,845,000	$ 3,390,000	$ 11,235,000	$ 8,950,260	$ 2,284,740
	27735	**11969**		**$ 34,668,750**	**$ 14,961,250**	**$ 49,630,000**	**$ 39,537,919**	**$ 10,092,081**

* CHILD - Children between 0 and 15 who have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment to school, home and/or in the community.

**TAY - Youth between 16 and 21 who have an open DCFS case, qualify for EPSDT and have an urgent and/or intensive mental health need which causes impairment to school, home and/or in the community.

***MHSA - The Mental Health Services Act.