

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: Behavioral Health and Recovery Services

BOARD AGENDA # \*B-2

Urgent

Routine

AGENDA DATE December 21, 2010

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of an Amendment to an Agreement for Mental Health Services for Fiscal Year 2010-2011 and an Agreement for Mental Health Services from January 11, 2010 through June 30, 2012

STAFF RECOMMENDATIONS:

1. Approve an amendment to an agreement for specialized early childcare mental health services through the end of the Fiscal Year 2010-2011.
2. Approve an agreement for wraparound mental health services from January 11, 2011 through June 30, 2012.
3. Authorize the Behavioral Health Director, or her designee, to sign the agreement and the amendment.

Staff Recommendations Continued on Page 2

FISCAL IMPACT:

Behavioral Health and Recovery Services approved budget for the Fiscal Year 2010-2011 contains funding in the amount of \$521,667 for the agreement and amendment. Funding in the amount of \$833,333 will be included in the Fiscal Year 2011-2012 budget. There is no impact to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2010-767

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

*Christine Ferraro*

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

**STAFF RECOMMENDATIONS (Continued):**

4. Authorize the Behavioral Health Director, or her designee, to negotiate and sign amendments to the agreements included in this agenda item, to add services and payment for services up to \$75,000, budget permitting, throughout Fiscal Year 2010-2011.

**DISCUSSION:**

Behavioral Health and Recovery Services contracts with numerous individuals and agencies to provide mental health services to Stanislaus County residents. In most cases, individuals and agencies are selected through a competitive process, which takes into account specific expertise, as well as cost efficiency. Agreements are renewed based on a demonstrated ability to deliver required outcomes effectively, along with availability of funding. While a number of agencies have successful, long term partnering relationships with Behavioral Health and Recovery Services, all major provider agreements continue to be reviewed and, consistent with Board of Supervisors' direction, competitive bids will be sought periodically.

On June 29, 2010, the Board of Supervisors approved the Stanislaus County California Wraparound Plan and Memorandum of Understanding (MOU) between Stanislaus County Community Services Agency and the California Department of Social Services (CDSS) to implement the Stanislaus County California Wraparound Program. The approval included authorizing Behavioral Health and Recovery Services to issue a Request for Proposal to solicit bids to select a vendor to provide Wraparound services. Stanislaus County Request for Proposal (RFP) 10-33-SAS resulted in the selection of Aspiranet as the Wraparound Program service provider. No appeals to the RFP or the selection of Aspiranet as the successful RFP respondent have been received. The initial term of the proposed agreement is negotiated to be eighteen months in order to provide sufficient time for the vendor to successfully implement the Wraparound Program during this first term, while subsequent terms will then coincide with the County fiscal year.

Behavioral Health and Recovery Services experiences occasional funding opportunities and unanticipated increases in the utilization of services throughout the year. On many occasions, this additional funding is time sensitive; hence, the department requests authorization for the Behavioral Health Director, or her designee, to negotiate and execute amendments up to \$75,000 to the agreements included in this agenda item, budget permitting, without further action by the Board of Supervisors, throughout Fiscal Year 2010-2011. The Department requests approval of the agreement through Fiscal Year 2011-2012 to ensure continuity of services in order that no clients are impacted by a break in services.

Approval of an Amendment to an Agreement for Mental Health Services for Fiscal Year 2010-2011 and an Agreement for Mental Health Services from January 11, 2010 through June 30, 2012  
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As required by the Board of Supervisors on January 25, 2006, the following table includes a cumulative value of prior contracts with these vendors for the period beginning July 1, 2003 through June 30, 2012.

Budget Unit	Contractor	Description of Service Provided or Position Held	Contract Amount for Previous Contractual Period. List Amount and Time Period.	Proposed Contract Amount and Time Period	Cumulative Contract Total
Mental Health	Aspiranet (dba Moss Beach Homes, Inc.)	Wraparound Program	\$0.00	\$1,250,000 (01/1/11-6/30/12)	1,250,000
Mental Health	Sierra Vista Child and Family Services	Specialized Early Childcare Program/ Proposition 10	\$3,288,582 (07/01/03-06/30/11)	\$105,000 (01/01/11-6/30/11)	\$3,393,582

**POLICY ISSUE:**

Approval of this agenda item supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and the Efficient Delivery of Public Services by contracting with community providers to deliver the needed services at an appropriate level of care in a cost effective manner.

**STAFFING IMPACT:**

There is no staffing impact associated with the approval of this agenda item.

**CONTACT PERSON:**

Adrian Carroll, MFT, Chief, Children's System of Care. Telephone 525-6225.




**BEHAVIORAL HEALTH AND RECOVERY SERVICES**  
A MENTAL HEALTH, ALCOHOL AND DRUG SERVICE ORGANIZATION

**DENISE C. HUNT, RN, MFT**  
Behavioral Health Director

**CONTRACT SERVICES**  
800 Scenic Drive, Modesto, California 95350  
Phone: 209.525.6020 Fax: 209.525.7420

**DATE:** December 24, 2010

**MEMO TO:** Suzi Seibert  
Stanislaus County Board of Supervisors

**FROM:**  Nancy Paulding  
Behavioral Health and Recovery Services

**RE:** Board Agenda # B-2

Agenda Date: 12/21/10

Board Action # 2010-767

The Agreements between Behavioral Health and Recovery Services and service providers with the following providers, approved by the BOS on December 21, 1020, are enclosed for your records:

Aspiranet – Wraparound Program  
Sierra Vista Child & Family Services-Prop 10 Amendment

If you have any questions, please call me at 525-6281.

Thank you.

Enclosure

BOARD OF SUPERVISORS  
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**PROVIDER AGREEMENT**

**BETWEEN**

**STANISLAUS COUNTY**

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

**AND**

**ASPIRANET**

**dba Moss Beach Homes, Inc., Aspira Behavioral Health**

**WRAPAROUND PROGRAM**

**JANUARY 1, 2011 – JUNE 30, 2012**

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## **AGREEMENT**

This Agreement is made and entered into in the City of Modesto, State of California, by and between the **County of Stanislaus**, through **Behavioral Health and Recovery Services**, hereinafter referred to as "**COUNTY**", and **Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health**, a California Non-profit Corporation with its principal place of business identified in **Section 23**, hereinafter referred to as "**CONTRACTOR**", in consideration of the premises, and the mutual promises, covenants, terms, and conditions hereinafter contained.

**WHEREAS**, COUNTY is required to implement Wraparound services pursuant to Welfare and Institutions Code (WIC) Section 18250 (SB 163) to serve children who are currently residing in a group home or are at risk of being placed in a group home because they need a higher level of care, services and supervision due to behavioral or mental issues;

**WHEREAS**, CONTRACTOR has experience and skills in strength based, family centered and culturally competent individualized services which offer opportunities for youth to remain in or return to a less restrictive family-like setting, and has agreed to provide the necessary services;

**WHEREAS**, CONTRACTOR wishes to partner with COUNTY as an organizational provider to provide a community based in-home approach to supporting children and families facing complex emotional and behavioral challenges while children remain in their home and/or placed with a foster family;

**WHEREAS**, COUNTY requires and CONTRACTOR is able to perform services that integrate community collaboration, cultural competence, and be client/family driven, with a focus on wellness, recovery and resilience;

**NOW THEREFORE**, the parties hereby agree as follows:

**1. RECITALS**

The recitals set forth above are a material part of this Agreement.

**2. SERVICES**

2.1 Services required under this Agreement are described in the attached exhibit(s).

2.2 The CONTRACTOR shall ensure that covered services are sufficient in amount, duration, or scope to reasonably be expected to achieve the purpose for which the services are furnished. The CONTRACTOR shall not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary except as specifically

provided in the medical necessity criteria applicable to the situation as provided in Title 9, California Code of Regulations (CCR), Sections 1820.205, 1830.205, and 1830.210.

- 2.3 The CONTRACTOR shall make covered services available in accordance with Title 9 CCR, Section 1810.345, and with Section 1810.405 with respect to timeliness of routine services.
- 2.4 The CONTRACTOR shall provide COUNTY's Medi-Cal beneficiaries with COUNTY's most current beneficiary brochure and provider list when a Medi-Cal beneficiary first receives a specialty mental health service from CONTRACTOR or upon request. CONTRACTOR may obtain copies of COUNTY's beneficiary brochure and provider list from COUNTY.
- 2.5 CONTRACTOR shall ensure that hours of operation are no less than the hours of operation offered to commercial enrollees, if enrollees of a commercial health plan receive services by CONTRACTOR.
- 2.6 Services required under this Agreement are described in the attached exhibit(s).

### **3. NONDISCRIMINATION**

- 3.1 During the performance of this Agreement, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- 3.2 Consistent with the requirements of applicable Federal or State Law, the



CONTRACTOR shall not engage in any unlawful discriminatory practices in the admission of clients, assignment of accommodations, treatment, evaluation, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age (over 40), sexual preference, or mental or physical disability (including individuals with AIDS or those with a record of or who are regarded as having a substantially limiting impairment), or medical condition (cancer-related), pregnancy related condition, or political affiliation or belief. This policy shall be in writing, in English and Spanish. It shall be posted in all public areas.

#### **4. BILLING AND PAYMENT**

- 4.1 Payment information is identified in the attached exhibits.
- 4.2 CONTRACTOR shall submit an invoice to COUNTY's Contract Manager, 800 Scenic Drive, Modesto, California 95350, on a monthly basis. CONTRACTOR shall make a good faith effort to submit claims by the tenth of each month.
- 4.3 Pursuant to CCR, Title 9, Chapter 11, Subchapter 4, Section 1840.112, a signed Claims Certification and Program Integrity, as shown in Exhibit E, must accompany each invoice. This certification must be signed by a duly authorized official.
- 4.4 COUNTY shall reimburse CONTRACTOR for only those services that were authorized and approved by local or State entities. COUNTY shall reconcile payments, which have been made for these services, periodically. The reconciliation will be based upon the total authorized and approved units of service captured in COUNTY's medical record and data tracking system.
- 4.5 Upon request by COUNTY, CONTRACTOR shall repay COUNTY for audit exceptions as a function of BHRS, State, or Federal Medi-Cal audits which occur within the next five (5) fiscal years for the applicable fiscal year, within thirty (30) days from date of request, unless otherwise negotiated with COUNTY.
- 4.6 Payment by COUNTY to CONTRACTOR shall be payment in full for services provided.
- 4.7 CONTRACTOR shall hold harmless both the State and Medi-Cal beneficiaries in the event COUNTY cannot or will not pay for services performed by CONTRACTOR pursuant to this Agreement.
- 4.8 In the event the State changes the Short-Doyle/Medi-Cal Maximum Allowance (SMA) reimbursement rates, CONTRACTOR shall be responsible for costs that exceed applicable SMAs. In no case shall payments to CONTRACTOR exceed SMAs.

- 4.9 Both parties acknowledge that the State of California will continue to seek State or Federal revenue enhancements throughout the term of this Agreement. If a specific strategy adopted by the State affects the funding that COUNTY uses to support this Agreement, the parties agree to re-negotiate the applicable terms.
- 4.10 Final payment for services provided under the terms of this Agreement may be withheld pending fiscal reconciliation.

**5. CULTURAL COMPETENCY**

- 5.1 CONTRACTOR shall ensure that cultural competency is integrated into the provision of services. The terms of this section of the Agreement shall be reviewed during contract monitoring meetings.
- 5.2 COUNTY will provide the Cultural Competence Plan (CCP) to CONTRACTOR when submitted to the California Department of Mental Health and as updated annually.
- 5.3 CONTRACTOR shall adhere to the provisions of the COUNTY CCP, as submitted and updated, and provide information as required for submitting and updating the CCP.
- 5.4 CONTRACTOR shall document evidence that interpreter services are offered and provided for threshold languages at all points of contact. CONTRACTOR shall also document the response to the offer of interpreter services.
- 5.5 CONTRACTOR shall regularly have a representative participate in the COUNTY Cultural Competence Oversight Committee.
- 5.6 CONTRACTOR staff shall attend the COUNTY Clinical and Administrative Cultural Competency Standards training.

**6. QUALITY MANAGEMENT**

- 6.1 CONTRACTOR shall be in full compliance with COUNTY's Quality Management Plan and Risk Management Program. COUNTY shall have access to, and conduct audits and reviews of, records, policies and procedures, incident reports, and related activities it deems necessary to support these functions.
- 6.2 CONTRACTOR and COUNTY, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

**7. COMPLIANCE**

- 7.1 COUNTY has accepted as policy an Organizational Compliance Plan which addresses compliance with Federal, State, and local laws, regulations, rules and

- guidelines. It is expected that CONTRACTOR shall maintain a similar compliance plan for its organization, which is consistent with COUNTY's Plan.
- 7.2 CONTRACTOR shall ensure that compliance is integrated into the provision of services. This shall be reviewed during contract monitoring meetings.
- 7.3 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- 7.4 CONTRACTOR shall comply with the provisions of Title 42, CFR, Section 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration's list of parties excluded from federal procurement or non-procurement programs from having a relationship with CONTRACTOR.
- 7.5 CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal financial participation is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.
- 7.6 CONTRACTOR shall not allow services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U. S. Department of Health and Human Services, Office of the Inspector General (OIG), or the California State Medi-Cal Suspended and Ineligible Provider List (S&I), maintained by the California Department of Health Care Services.
- 7.6.1 CONTRACTOR shall insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section at the time of hiring.
- 7.6.2 CONTRACTOR shall thereafter semi-annually insure that all officers, employees, subcontractors, agents or other individuals or entities are not on the two lists in this section.
- 7.6.3 CONTRACTOR shall immediately notify the COUNTY upon discovery of any officer, employee, subcontractor, agent or other individual or entity who are found on either of the two lists in this section.
- 7.6.4 COUNTY provides to CONTRACTOR the following references to the two lists found in this section. COUNTY does not guarantee that these references will not change from time to time.

7.6.4.1 OIG list is currently found at the following web address:

<http://exclusions.oig.hhs.gov/>

7.6.4.2 A link to the S&I list is currently found at the following web address: <http://www.medi-cal.ca.gov/references.asp> Near the bottom of the page click, on the "Suspended & Ineligible Provider List."

7.7 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, CONTRACTOR shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of CONTRACTOR to the policies and procedures related to the Federal and State False Claims Act. CONTRACTOR agrees that it has received a copy of the False Health Care Claims Policy approved by the Board of Supervisors on May 8, 2007 and that it and its employees, subcontractors, agents and other persons providing services on behalf of CONTRACTOR will adhere to these policies and procedures.

## **8. PATIENTS' RIGHTS AND PROBLEM RESOLUTION**

8.1 CONTRACTOR shall comply with all relevant rules, regulations, statutes, and COUNTY policies and procedures related to individuals' rights to a grievance process, an appeal process, and an expedited appeal process.

8.2 CONTRACTOR shall comply with the PLAN's Medi-Cal beneficiary problem resolution process as stated in the PLAN's Beneficiary Handbook. This does not preclude CONTRACTOR's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries from utilizing the PLAN's and other rights and processes regarding grievances and appeals, which are guaranteed by statute.

8.3 CONTRACTOR shall ensure that each beneficiary has adequate information about the CONTRACTOR's processes to include at a minimum:

8.3.1 Description of grievance and appeal process;

8.3.2 Posting notices explaining the process procedures;

8.3.3 Making grievance forms and appeal forms along with self addressed envelopes available for beneficiaries at CONTRACTOR sites;

8.3.4 Making interpreter services and TDD/TTY available to beneficiaries during normal business hours.

8.4 No provision of this Agreement shall be construed to replace or conflict with the duties of COUNTY's Patients' Rights Advocates as described in Section 5520 of

the Welfare and Institutions Code.

**9. CONFIDENTIALITY AND INFORMATION SECURITY**

9.1 CONTRACTOR shall comply with applicable laws and regulations, including but not limited to Section 14100.2 and 5328 et seq. of the California Welfare and Institutions (W&I) Code, and 45 CFR Parts 160, 162, and 164 regarding the confidentiality and security of individually identifiable health information (IIHI) as required by Exhibit B of this Agreement.

9.2 Records shall be disclosed only in accordance with all applicable State and Federal laws and regulations, including those relating to the privacy of protected health information, confidentiality of medical records, patient consents to release information, and the therapist-patient privilege. Such information shall be used only for appropriate claims and quality management purposes, unless specifically authorized by the client. Confidentiality regulations shall apply to all electronic media.

**10. MONITORING/REVIEW ASSISTANCE**

10.1 CONTRACTOR agrees to maintain books, records, documents, and other evidence necessary to facilitate contract monitoring and audits pursuant to Section 640, Title 9, Division 1, Chapter 3, Article 9, of the California Code of Regulations and the policies of Behavioral Health and Recovery Services.

10.2 CONTRACTOR agrees that the COUNTY shall have access to facilities, program documents, records, staff, clients/patients, or other material or persons the COUNTY deems necessary to monitor and audit services rendered.

10.3 CONTRACTOR shall provide any necessary assistance to COUNTY in its conduct of facility inspections, and operational reviews of the quality of care being provided to beneficiaries, including providing COUNTY with any requested documentation or reports in advance of a scheduled on-site review.

CONTRACTOR shall also provide any necessary assistance to COUNTY and the External Quality Review Organization contracting with the State Department of Mental Health in the annual external quality review of the quality of care, quality outcomes, timeliness of, and access to, the services being provided to beneficiaries under this Agreement. CONTRACTOR shall correct deficiencies as identified by such inspections and reviews according to the time frames delineated in the resulting reports.

10.4 CONTRACTOR shall participate in regularly scheduled contract monitoring designed to review various aspects of contract services, including actual costs,

cost per unit, number of units, amount of required match, and State rates.

**11. MEDI-CAL CERTIFICATION**

- 11.1 CONTRACTOR shall maintain certification as an organizational provider of Medi-Cal specialty mental health services during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY's Contract Manager in writing of anticipated changes in service locations at least sixty (60) days prior to such change
- 11.2 A Medi-Cal site certification review is required for all new locations. A review can only be conducted after a fire clearance on the new site is obtained. All Medi-Cal billing for services at locations not yet certified shall be suspended until a fire clearance is received and certification has been concluded. CONTRACTOR may not be reimbursed for services provided which are not Medi-Cal billable.
- 11.3 The storage and dispensing of medications on site shall be in compliance with all pertinent state and federal standards.

**12. RECORDS**

- 12.1 CONTRACTOR shall participate in COUNTY's outpatient medical records system. Accordingly, all necessary recording and charting of the provision of services and related documentation shall be entered in the COUNTY's medical record which shall be the sole medical record used by CONTRACTOR in providing services pursuant to this Agreement.
- 12.2 CONTRACTOR shall comply with COUNTY's medical record policies and procedures including, but not limited to, those related to requesting and transporting records, filing, and security. Further, CONTRACTOR shall comply with COUNTY's documentation protocols and use of forms. COUNTY shall provide training, support, and technical assistance if needed.
- 12.3 Clinical records shall be maintained according to COUNTY standards, policies and procedures and Short-Doyle Medi-Cal regulations. For each client who has received services, a legible record shall be kept in detail which permits effective quality management processes and external operational audit processes, and which facilitates an adequate system for follow-up treatment.
- 12.4 Clinical records shall be the property of COUNTY and maintained by CONTRACTOR in accordance with COUNTY standards.
- 12.5 Each medical record shall be returned to COUNTY at the time the client is discharged.

- 12.6 The CONTRACTOR shall be subject to the examination and audit of the Auditor General after final payment under Government Code, Section 8546.7.
- 12.7 CONTRACTOR shall make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying by COUNTY, HHS, the Comptroller General of the United States, and other authorized Federal and State agencies, or their duly authorized representatives, at all reasonable times at CONTRACTOR's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping.
- 12.8 These books and records shall be maintained for a term of at least five (5) years after final payment is made and all pending matters closed, or, in the event the CONTRACTOR has been duly notified that the County, State, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

### **13. REPORTING**

- 13.1 CONTRACTOR shall enter all required data into the COUNTY's medical record and data tracking system. Data must be entered by the fourth working day of each month. COUNTY may withhold payment for services until the entry of data is current.
- 13.2 CONTRACTOR shall prepare and submit a year-end Medi-Cal cost report for each fiscal year, as required by the State Department of Mental Health, no later than November 15th. COUNTY shall provide the appropriate report forms. If necessary, technical assistance must be requested and will be provided no later than thirty (30) days before the date the report is due.
- 13.3 CONTRACTOR shall submit six- (6) month program reports. The first report shall be due by July 15 and the second report shall be due by February 15. The report shall include data related to performance outcomes, cultural competency integration, challenges and the strategies employed to overcome them.
- 13.4 CONTRACTOR shall submit a year-end program report by September 30, of each year. The report shall include a summary of the year's events; an update on the challenges and strategies; evidence of meeting contract outcomes; update of cultural competency activities; staff training, number and percentage of staff that have received HIPAA training; number of complaints regarding breach of

confidentiality and disclosures of PHI, number of internal incidents of disclosure discovered, description of incident, action taken to mitigate risk, outcome of incident; evidence of use of the Language Line and interpreters.

- 13.5 CONTRACTOR shall submit an annual report on staff language and ethnicity electronically to BHRS Contract Services by December 31.
- 13.6 CONTRACTOR shall provide COUNTY with any other reports, which may be required by State, Federal or local agencies for compliance with this Agreement.
- 13.7 CONTRACTOR shall submit to COUNTY any fiscal documents required, including, but not restricted to, monthly requests for payment, an annual report of expenditures and an annual financial audit performed by an independent public accounting firm.
- 13.8 CONTRACTOR shall establish and maintain accounting and fiscal practices that comply with its obligations pursuant to Section 1840.105, Chapter 11, Medi-Cal Specialty Mental Health Services and Title 9, California Code of Regulations.

#### **14. INVENTORY**

- 14.1 CONTRACTOR shall report to COUNTY, with the annual program report, any equipment with a cost of \$1,000 or more, purchased with funds from this Agreement. Such report shall include the item description, model and serial number (if applicable), purchase price, date of purchase and physical location of the each item.
- 14.2 CONTRACTOR shall make all equipment available during normal business hours for the COUNTY to conduct a physical inspection and/or place a COUNTY inventory tag on the equipment, if desired.
- 14.3 CONTRACTOR shall be solely responsible for maintenance of inventory while in CONTRACTOR's possession. Records evidencing maintenance and any upgrades shall be provided to COUNTY as part of the inventory in the event of termination of this Agreement.
- 14.4 COUNTY reserves title to any property purchased or financed from the proceeds of this Agreement, if such property is not fully consumed in the performance of this Agreement. This provision shall be operational even though such property may have been purchased in whole or in part by Federal funds and absent a Federal requirement for transfer of title.

#### **15. PERSONNEL**

- 15.1 CONTRACTOR shall adhere to the Statement of Compliance as specified in Exhibit C.



- 15.2 All CONTRACTOR staff providing services under the terms of this Agreement shall have successfully passed a criminal background check appropriate to their job classification and duties. CONTRACTOR shall not knowingly allow services to be provided under the terms of this Agreement by any person convicted of financial fraud involving Federal or State funds.
- 15.3 CONTRACTOR assures COUNTY that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- 15.4 All personnel rendering services under this contract shall be employed by, or under contract to CONTRACTOR, and shall be appropriately supervised. Services shall be under the supervision of CONTRACTOR's Clinical Director who shall be a licensed mental health professional or other appropriate individual as described in Sections 622 through 630 of Title 9, of the California Code of Regulations.
- 15.5 All staff providing services under this Agreement must obtain a National Provider Identifier (NPI).
- 15.6 All staff providing service under registration with the California State Board of Behavioral Health Science, or the Board of Psychology, shall be supervised by a licensed mental health professional, i.e., a Licensed Clinical Social Worker; Marriage Family Therapist; or Clinical Psychologist.
- 15.7 CONTRACTOR shall ensure a process for credentialing of licensed staff is in place, which includes at a minimum, background checks and license verification.
- 15.8 CONTRACTOR shall follow COUNTY's procedures for registering and terminating CONTRACTOR staff from the COUNTY's Insyst System. This shall include CONTRACTOR providing Insyst Registration Forms to COUNTY for all newly licensed staff, NPI number, and copies of staff's current license to enable COUNTY to maintain accurate information necessary for billing in COUNTY's Insyst System.
- 15.9 All CONTRACTOR staff transporting clients under the terms of this Agreement shall have received and possess a valid California Drivers License and, if not covered by CONTRACTOR for auto insurance, shall maintain at least minimum coverage.
- 15.10 CONTRACTOR's staff shall be linguistically and culturally qualified to meet the current and projected needs of the client community. CONTRACTOR shall

ensure that staff providing bilingual services are fluent in their identified language.

**16. CODE OF ETHICS**

CONTRACTOR's Code of Ethics shall be consistent with COUNTY's Code of Ethics, a copy of which was provided to CONTRACTOR in Fiscal Year 2001/02.

**17. WORKPLACE REQUIREMENTS**

17.1 CONTRACTOR shall report all incidents of client suicides, homicides, or other unusual occurrences resulting in serious harm to clients or staff, using the Outpatient Incident/Occurrence Reporting Form. Such forms shall be faxed to COUNTY's BHRS Risk Manager within twenty-four (24) hours of time of occurrence or as soon as possible.

17.2 CONTRACTOR shall participate, as appropriate, in COUNTY's Root Cause Analysis investigations related to CONTRACTOR's incidents.

17.3 CONTRACTOR shall maintain a safe facility that is as free from safety hazards as is possible. Any reporting of unsafe working conditions by employees or others shall be immediately appraised and addressed.

17.4 CONTRACTOR hereby certifies that it complies with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and provides a drug-free workplace.

17.5 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of any future Agreements if COUNTY determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

**18. ACKNOWLEDGEMENT**

All public relations and educational material shall mention that CONTRACTOR's Program(s) is funded by the Stanislaus County Board of Supervisors and Behavioral Health and Recovery Services.

**19. FINANCIAL RELATIONSHIPS**

19.1 CONTRACTOR shall maintain program statistical records in the manner required by COUNTY, State Department of Mental Health, and applicable licensing agencies, and make such records available to COUNTY upon request.

19.2 CONTRACTOR shall maintain accurate accounting records of its costs and operating expenses. Such records shall be maintained until State audit findings are resolved. They shall be open to inspection by COUNTY, the Grand Jury, the

State Controller, and the State Director of the Department of Mental Health, or any of their deputies.

19.3 CONTRACTOR shall have an audit conducted by an independent auditing firm that shall be executed in accordance with generally accepted auditing standards. This audit shall be submitted to COUNTY within one hundred twenty (120) days after the end of the CONTRACTOR's fiscal year.

19.4 CONTRACTOR shall adhere to Title XIX of the Social Security Act, and conform to all other applicable Federal and State statutes and regulations.

**20. REQUIRED LICENSES, CERTIFICATES AND PERMITS**

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for CONTRACTOR to provide the services and work described in this Agreement shall be procured by CONTRACTOR and be valid at the time CONTRACTOR enters into this Agreement. Further, during the term of this Agreement, CONTRACTOR shall maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits shall be procured and maintained in force by CONTRACTOR at no direct expense to COUNTY.

**21. INDEMNIFICATION**

21.1 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless and defend COUNTY and its agents, officers, and employees against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Notwithstanding the foregoing, CONTRACTOR's obligation to indemnify the COUNTY and its agents, officers and employees for any judgment, decree or arbitration award shall extend only to the percentage of negligence or responsibility of the CONTRACTOR in contributing to such claim, damage, loss and expense.

21.2 CONTRACTOR's obligation to defend, indemnify and hold COUNTY and its agents, officers, and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for CONTRACTOR to procure and maintain a policy of insurance.

21.3 To the fullest extent permitted by law, the COUNTY shall indemnify, hold harmless and defend the CONTRACTOR and its officers, employees, agents, representatives or subcontractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney's fees, arising out of or resulting from the negligence or wrongful acts of COUNTY and its officers or employees.

## **22. INSURANCE**

22.1 CONTRACTOR shall take out, and maintain during the life of this Agreement, insurance policies with coverage at least as broad as follows:

22.1.1 General Liability. Comprehensive general liability insurance covering bodily injury, personal injury, property damage, products and completed operations with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to any act or omission by CONTRACTOR under this Agreement or the general aggregate limit shall be twice the required occurrence limit.

22.1.2 Professional Liability. Professional malpractice liability insurance with limits of no less than One Million Dollars (\$1,000,000) aggregate. Such professional liability insurance shall be continued for a period of no less than one year following completion of the CONTRACTOR's services

22.1.3 Automobile Liability Insurance. If CONTRACTOR or CONTRACTOR's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under this Agreement, owned/non-owned automobile liability insurance providing combined single limits covering bodily injury, property damage and transportation related pollution liability with limits of no less than One Million Dollars (\$1,000,000) per incident or occurrence.

22.1.4 Workers' Compensation Insurance. Workers' Compensation insurance as required by the California Labor Code. In signing this contract, CONTRACTOR certifies under section 1861 of the Labor Code that CONTRACTOR is aware of the provisions of section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with such

provisions before commencing the performance of the work of this Agreement.

- 22.2 Any deductibles, self-insured retentions or named insureds must be declared in writing and approved by COUNTY. At the option of COUNTY, either: (a) the insurer shall reduce or eliminate such deductibles, self-insured retentions or named insureds, or (b) CONTRACTOR shall provide a bond, cash, letter of credit, guaranty or other security satisfactory to COUNTY guaranteeing payment of the self-insured retention or deductible and payment of any and all costs, losses, related investigations, claim administration and defense expenses. COUNTY, in its sole discretion, may waive the requirement to reduce or eliminate deductibles or self-insured retentions, in which case, CONTRACTOR agrees that it will be responsible for and pay any self-insured retention or deductible and will pay any and all costs, losses, related investigations, claim administration and defense expenses related to or arising out of CONTRACTOR's defense and indemnification obligations as set forth in this Agreement.
- 22.3 CONTRACTOR shall provide a specific endorsement to all required insurance policies, except Workers' Compensation insurance and Professional Liability insurance, if any, naming COUNTY and its officers, officials and employees as additional insureds regarding: (a) liability arising from or in connection with the performance or omission to perform any term or condition of this Agreement by or on behalf of CONTRACTOR, including the insured's general supervision of its sub-contractors; (b) services, products and completed operations of CONTRACTOR; (c) premises owned, occupied or used by CONTRACTOR; and (d) automobiles owned, leased, hired or borrowed by CONTRACTOR. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against COUNTY and its officers, officials and employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by CONTRACTOR.
- 22.4 CONTRACTOR's insurance coverage shall be primary insurance regarding COUNTY and COUNTY's officers, officials and employees. Any insurance or self-insurance maintained by COUNTY or COUNTY's officers, officials and employees shall be excess of CONTRACTOR's insurance and shall not contribute with CONTRACTOR's insurance.
- 22.5 Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY or its officers, officials, employees or volunteers.

- 22.6 CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 22.7 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party except after thirty (30) days' prior written notice has been given to COUNTY. CONTRACTOR shall promptly notify, or cause the insurance carrier to promptly notify, COUNTY of any change in the insurance policy or policies required under this Agreement, including, without limitation, any reduction in coverage or in limits of the required policy or policies.
- 22.8 Insurance shall be placed with California admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide acceptable to COUNTY; provided, however, that if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Eligible Surplus Line Insurers maintained by the California Department of Insurance. A Best's rating of at least A:VII shall be acceptable to COUNTY; lesser ratings must be approved in writing by COUNTY.
- 22.9 CONTRACTOR shall require that all of its subcontractors are subject to the insurance and indemnity requirements stated herein, or shall include all subcontractors as additional insureds under its insurance policies.
- 22.10 At least ten (10) days prior to the date CONTRACTOR begins performance of its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements showing coverage required by this Agreement, including, without limitation, those that verify coverage for subcontractors of CONTRACTOR. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements shall be received and, in COUNTY's sole and absolute discretion, approved by COUNTY. COUNTY reserves the right to require complete copies of all required insurance policies and endorsements, at any time.
- 22.11 The limits of insurance described herein shall not limit the liability of CONTRACTOR and CONTRACTOR's officers, employees, agents, representatives or subcontractors.

**23. NOTICE**

Any notice, communication, amendments, additions, or deletions to this Agreement including change of address of either party during the term of this Agreement, which either party shall be required or may desire to make, shall be in writing and may be personally served or sent by prepaid first class mail to the respective parties as follows:

County: County of Stanislaus  
Behavioral Health and Recovery Services  
Attention: Contract Manager  
800 Scenic Drive  
Modesto, CA 95350

Contractor: Vernon Brown, Executive Director  
Aspiranet, dba Moss Beach Homes, Inc., Aspira Behavioral Health  
400 Oyster Point Blvd., Suite 501  
So. San Francisco, CA 94080

**24. CONFLICTS**

CONTRACTOR agrees that it has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

**25. SEVERABILITY**

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any Federal, State or County statute, ordinance, regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated there and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

**26. AMENDMENT**

This Agreement may be modified, amended, changed, added to, or subtracted from by mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

**27. ENTIRE AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which

are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

**28. RELATIONSHIP OF PARTIES**

This is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to be, nor create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association.

**29. REFERENCES TO LAWS AND RULES**

In the event any statute, regulation, or policy referred to in this Agreement is amended during the term of this Agreement; the parties shall comply with the amended provision as of the effective date of such amendment.

**30. ASSIGNMENT**

30.1 COUNTY has relied upon the skills, knowledge, experience, and training presented by CONTRACTOR, as an inducement to enter into this Agreement. CONTRACTOR shall not assign or subcontract this Agreement, either in whole or in part, without prior written consent of COUNTY, which shall not be unreasonably withheld.

30.2 CONTRACTOR shall not assign any monies due or to become due under this Agreement without the prior written consent of COUNTY.

**31. AVAILABILITY OF FUNDS**

Payments for services provided in accordance with the provisions of this Agreement are contingent upon the availability of County, State, and Federal funds. If Federal, State, or local entities do not appropriate sufficient funds for this program, the County has the option to terminate this Agreement or amend the Agreement to reflect any reduction of funds.

**32. WAIVER OF DEFAULT**

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

**33. VENUE**

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.




**34. TERM**

- 34.1 This Agreement shall become effective January 1, 2011, and continue through June 30, 2012. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice to the other party. COUNTY may suspend or terminate this Agreement for cause upon written notice to CONTRACTOR immediately, or upon such notice, as COUNTY deems reasonable. If the default is cured by CONTRACTOR to the satisfaction of COUNTY, or COUNTY determines that the default should be excused, COUNTY may reinstate the Agreement, or revoke the termination upon application by CONTRACTOR.
- 34.2 In the event of termination or expiration of this Agreement, CONTRACTOR shall assist COUNTY in the orderly transfer of clients. In doing this, CONTRACTOR shall make available any pertinent information necessary for efficient case management of clients as determined by COUNTY. In no case shall a client be billed for this service.
- 34.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of CONTRACTOR 's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, CONTRACTOR ceases to be licensed or otherwise authorized to do business in the State of California, and the CONTRACTOR fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**ASPIRANET**

  
\_\_\_\_\_  
Denise C. Hunt, RN, MFT  
Behavioral Health Director

  
\_\_\_\_\_  
Vernon Brown, MPA  
Executive Director

APPROVED AS TO CONTENT:

*for*  


Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM:

John P. Doering, County Counsel

*duplicate council packet*

Vicki Fern de Castro  
Deputy County Counsel

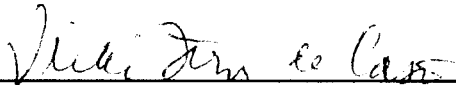
BOS Item Number: 2010-767, December 21, 2010

APPROVED AS TO CONTENT:

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Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

APPROVED AS TO FORM:  
John P. Doering, County Counsel

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Vicki Fern de Castro  
Deputy County Counsel

BOS Item Number: 2010-767, December 21, 2010

**Wraparound Program**

**A. SERVICES**

1. Contractor shall provide Wraparound Program services to eligible children/youth and families who are currently placed in RCL 10-14 group homes and/or are at risk of placement in a RCL 10-14 group home.
2. Contractor shall provide services in accordance with the Stanislaus County California Wraparound Plan, which was approved by the Stanislaus County Board of Supervisors on June 29, 2010, hereby incorporated into the Agreement as Exhibit E.
3. Experienced and competent staff shall be hired, trained and retained by Contractor at the ratios specified in Contractor's proposal to RFP 10-33-SAS.

**B. PERFORMANCE OUTCOMES**

1. Contractor will be expected to serve 12 (twelve) allocated service slots.
2. Contractor will be expected to participate in regular meetings, including, but not limited to, the Oversight Lead Team and Wraparound Steering Committee meetings.
3. Contractor will be expected to work closely with the Oversight Lead Managers, Review Team and Wraparound Steering Committee in reporting, monitoring and evaluating the following areas:
  - a. Cost effectiveness
  - b. Family functioning
  - c. Prevention of placements in more restrictive environments
  - d. Improvement of emotional and behavioral adjustments
  - e. School attendance
  - f. Academic performance
  - g. Parent/caregiver/youth satisfaction
  - h. Improvement in family involvement in planning
  - i. Maintaining Wraparound principles
4. Contractor will be expected to utilize the Wraparound Fidelity Assessment System (WFAS) to assist monitoring for compliance and adherence to program philosophy.

**C. BILLING AND PAYMENT**

1. In consideration of CONTRACTOR's provision of services required under this Agreement, County shall reimburse CONTRACTOR on a monthly basis for estimated costs associated with operating the Wraparound Program, not to exceed a total of \$1,250,000 during the term of this Agreement. (GL 5123070)

2. CONTRACTOR is expected to generate a minimum of \$844,000 in Federal Financial Participation (FFP), which is, in part, the basis of funding this Agreement. COUNTY acknowledges that unfilled service allocation slots may reduce the amount of FFP generated by CONTRACTOR.
3. Actual and projected FFP shall be reviewed during regular monitoring by COUNTY and CONTRACTOR during the term of this Agreement. In the event the FFP revenue at these intervals, or projected through year-end, will not meet the budgeted amount necessary to support the program expenditures, the FFP requirement may be adjusted as agreed between both parties by amendment to this Agreement.
4. COUNTY shall reimburse CONTRACTOR monthly at the rate of one-eighteenth of the Agreement maximum. CONTRACTOR shall submit monthly invoices to COUNTY's BHRS Contract Manager. COUNTY shall make payment to CONTRACTOR within thirty (30) days from receipt of CONTRACTOR's invoice.
5. CONTRACTOR shall provide COUNTY semi-annual reports of actual expenditures for the first six months and the first twelve months of the contract term along with a projection of total expenditures for the contract term. In the event projected total expenditures for the contract term are less than the Agreement maximum, the monthly rate may be adjusted as agreed between both parties by amendment to this Agreement.
6. In the event one (1) or more service allocation slots in the program are not filled for more than thirty (30) consecutive days, the contract maximum amount and/or monthly rate may be adjusted as agreed between both parties by amendment to this Agreement.
7. Following submission of CONTRACTOR's Cost Report, COUNTY shall reconcile the actual costs in approximately January 2013 with the amount paid to CONTRACTOR by COUNTY. However, in no event shall the reconciliation exceed the contract maximum of \$1,250,000. COUNTY net cost under this Agreement shall not exceed \$406,000, which is the CONTRACTOR's actual costs, up to \$1,250,000, less the minimum FFP of \$844,000. Minimum FFP requirements and COUNTY net cost calculations may be modified as agreed to between the parties, if there have been excess unfilled service allocation slots during the term of this Agreement. CONTRACTOR shall be responsible for repayment to the COUNTY for amounts paid to CONTRACTOR in excess of actual costs or for failure to generate the minimum FFP required.
8. COUNTY shall reimburse CONTRACTOR through the following funding sources: SB163 funding, FFP, EPSDT, Realignment.

**D. DUPLICATE COUNTERPARTS**

The Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.

**Confidentiality and Information Security Provisions  
Direct Service Providers**

1. As a covered entity, the Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code and with the privacy and security requirements of Title II of the Health Insurance Portability and Accountability Act of 1996, (Public Law 104-91), also known as "HIPAA", and Title XIII of the American Recovery and Reinvestment Act of 2009, (Public Law 111-5), "the ARRA/HITECH Act" or "the HITECH Act", as these laws may be subsequently amended, and implementing regulations enacted by the Department of Health and Human Services at 45 CFR Parts 160-164, and, regulations enacted with regard to the HITECH Act. The foregoing laws and rules are sometimes collectively referred to hereafter as "HIPAA".
2. Permitted Uses and Disclosures of IIHI by the Contractor.
  - A. *Permitted Uses and Disclosures.* Except as otherwise provided in this Agreement, the Contractor, may use or disclose IIHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
  - B. *Specific Uses and Disclosures Provisions.* Except as otherwise indicated in the Agreement, the Contractor may:
    - (1) Use and disclose IIHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such use and disclosures are permitted by law.
    - (2) Use IIHI to provide data aggregation services to County. Data aggregation means the combining of IIHI created or received by the Contractor for the purposes of this Agreement with IIHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of County.
3. Responsibilities of the Contractor.

The Contractor agrees:

- A. *Safeguards.* To prevent use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security programs must reasonably and appropriately protect the confidentiality, integrity, and availability of the IIHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of IIHI other than as provided for by this Agreement. The Contractor shall provide County with information concerning such safeguards as County may reasonably request from time to time.

The Contractor shall restrict logical and physical access to confidential, personal (e.g., PHI) or sensitive data to authorized users only.

The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network.

**Confidentiality and Information Security Provisions  
Direct Service Providers**

- B. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of IIHI by Contractor or its subcontractors in violation of the requirements of this Agreement.
- C. *Agents and Subcontractors of the Contractor.* To ensure that any agent, including a subcontractor to which the Contractor provides IIHI received from County, or created or received by the Contractor, for the purposes of this contract shall comply with the same restrictions and conditions that apply through this Agreement to the Contractor with respect to such information.
- D. *Notification of Electronic Breach or Improper Disclosure.* During the term of this Agreement, Contractor shall notify County immediately upon discovery of any breach of IIHI and/or data, where the information and/or data is reasonably believed to have been acquired by an unauthorized person. Immediate notification shall be made to the County BHRIS Privacy Officer, within five (5) business days of discovery. Contractor shall take prompt corrective action to cure any deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Contractor shall investigate such breach and provide a written report of the results of the investigation, including any corrective actions taken, and copies of all Notifications made as a result of the breach, to the BHRIS Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:
- BHRIS Privacy Officer  
Behavioral Health and Recovery Services  
800 Scenic Drive  
Modesto, CA 95320  
(209) 525-6225**
- E. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose IIHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.
4. Termination.
- A. *Termination for Cause.* Upon County's knowledge of a material breach of this Agreement by Contractor, County shall either:
- (1) Provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement if Contractor does not cure the breach or end the violation within the time specified by County.
  - (2) Immediately terminate this Agreement if Contractor has breached a material term of this Agreement and cure is not possible; or
  - (3) If neither cure nor termination is feasible, the BHRIS Privacy Officer shall report the violation to the DMH Information Security Officer of the Department of Mental Health.
- B. *Judicial or Administrative Proceedings.* County may terminate this Agreement, effective immediately, if (i) Contractor is found liable in a civil matter or guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or

**Confidentiality and Information Security Provisions  
Direct Service Providers**

stipulation is made, in an administrative or civil proceeding in which the Contractor is a party, that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws.

- C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all IHI received from County that Contractor still maintains in any form, and shall retain no copies of such IHI or, if return or destruction is not feasible, it shall continue to extend the protections of this Agreement to such information, and limit further use of such IHI to those purposes that make the return or destruction of such IHI infeasible. This provision shall apply to IHI that is in the possession of subcontractors or agents of the Contractor.

5. Miscellaneous Provisions.

- A. *Disclaimer.* County makes no warranty or representation that compliance by Contractor with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of IHI.
- B. *Assistance in Litigation or Administrative Proceedings.* Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers or employees for claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. *No Third-Party Beneficiaries.* Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than County or Contractor and their respective successors or assignees, any rights remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with applicable laws.
- E. *Regulatory References.* A reference in the terms and conditions of this Agreement to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Contractor under Section 6.B of this Exhibit shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.



## STATEMENT OF COMPLIANCE

- A. CONTRACTOR agrees, unless specifically exempted, compliance with Government Code Section 12900 (a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Contractor agrees not to unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Employment of personnel shall be made solely on the basis of merit.
1. Action shall be taken to ensure applicants are employed, and employees are treated during employment, without regard to their race, religion, color, sex, national origin, age, physical or mental handicap. Such action shall include, but not be limited to, the following: Employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff; or apprenticeship. However, recruitment and employment of applicants shall reflect the ethnic and racial composition of the County, particularly those groups not previously, nor currently, having adequate representation in recruitment or hiring. There shall be posted, in conspicuous places, notices available to employees and applicants for employment provided by the County Officer responsible for contracts setting forth the provisions of the Equal Opportunity clause.
  2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or the subcontractor shall state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, age, or physical or mental handicap.
  3. Each labor union or representative of workers with which the County and/or the subcontractor has a collective bargaining agreement, or other contract or understanding, must post a notice provided by the County Officer responsible for contracts, advising the labor union or workers representative of CONTRACTOR's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. In the event of noncompliance with the discrimination clause of this contract or as otherwise provided by State and Federal law, this contract may be canceled, terminated or suspended, in whole or in part, and CONTRACTOR and/or the subcontractor may be declared ineligible for further State contracts in accordance with the procedures authorized in the Department of Mental Health's Complaint Process.
  5. All provision of Paragraph 1 through this paragraph 5 will be included in every subcontract unless exempted by rules, regulations or orders of the Director of the Department of Mental Health so such provisions will be binding upon each subcontractor. CONTRACTOR will take such action with respect to any subcontract as the State may direct as a means of enforcing such provisions including sanctions for noncompliance provided; however, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the State, CONTRACTOR may request in writing to the State, who, in turn, may request the United States to enter into such litigation to protect the interest of the State and the United States.
- B. Services, benefits and facilities shall be provided to patients without regard to their race, color, creed, national origin, sex, age or physical or mental handicap, and no one will be refused service because of inability to pay for such services.
1. Nondiscrimination in Services, Benefits and Facilities: There shall be no discrimination in the provision of services because of color, race, creed, national origin, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d, rules and regulations promulgated pursuant thereto, or as otherwise provided by State and Federal law. For the purpose of the contract, distinctions on the grounds of color, race, creed, national origin, sex, or age include, but are not limited to, the following: denying a participant any service or benefit to the participant which is different, or is provided in a different manner or at a different time, from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to this receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of the race, color, creed, or national origin of the participants to be served. The County and all subcontractors will take action to ensure intended beneficiaries are provided services without regard to color, race, creed, national origin, sex, age, or physical or mental handicap.
  2. Procedure for Complaint Process: All complaints alleging discrimination in the delivery of services by the County and/or the subcontractor because of race, color, creed, national origin, sex, age, or physical or mental handicap, may be resolved by the State through the State Department of Mental Health's Action Complaint Process.
  3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the Department of Mental Health, establish procedures under which recipients of the service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the State Department of Mental Health.
- C. The County and any subcontractor will furnish all information and reports required by the Department of Mental Health and will permit access to books, records and accounts for purposes of investigation to ascertain compliance with above paragraphs.
- D. The County and all subcontractors assure all recipients of service are provided information in accordance with provisions of Welfare and Institutions Code, Sections 5325 and 5325.1, and Sections 5520 through 5550, pertaining to their rights as patients, that the County has established a system whereby recipients of service may file a complaint for alleged violations of their rights.
- E. CONTRACTOR agrees to the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all Federally-assisted programs or activities, as detailed in regulations signed by the Secretary of Health, Education and Welfare, effective June 3, 1977, and found in the Federal Register, Volume 42, Number 85, dated May 4, 1977.

**MHP Claims Certification and Program Integrity**

TO: Stanislaus County, Behavioral Health and Recovery Services

I HEREBY CERTIFY based on best knowledge, information, and belief to the following: An assessment of all Medi-Cal beneficiaries were conducted in compliance with the requirements established by the Stanislaus County Mental Health Plan (MHP). The beneficiaries were eligible to receive Medi-Cal services at the time the services were provided to the beneficiaries. Medical necessity was established for each beneficiary for the services provided, for the timeframe in which the services were provided. A client plan was developed and maintained for each beneficiary that met all client plan requirements established by the MHP. For each beneficiary receiving day rehabilitation, day treatment intensive, or EPSDT supplemental specialty mental health services included in the claim, all requirements for MHP payment authorization have been met and reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established by the MHP. All documentation for services meets the standards established by the MHP and is in the clinical record.

I also certify based on best knowledge, information, and belief that all claims for services provided to Medi-Cal beneficiaries were, in fact, provided to those beneficiaries.

I understand that payment of these claims will be from Federal and/or State funds, and any falsification or concealment of a material fact may be prosecuted under Federal and/or State laws.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Agency

**EXHIBIT E**

**STANISLAUS COUNTY**  
**California - Wraparound Plan**

**APRIL 2010**

Stanislaus County Community Services Agency  
Stanislaus County Behavioral Health and Recovery Services  
Stanislaus County Probation Department  
Stanislaus County Office of Education

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## SUMMARY

## STANISLAUS COUNTY

## **SB 163 –WRAPAROUND SERVICES**

### **INTRODUCTION**

California Wraparound Program (SB 163), Chapter 795, Statutes of 1997 began as a five (5) year pilot program to provide Wraparound Program Services in January 1998. Counties were notified in ACL 01-83 that effective July 1, 2001 the California Wraparound Program Pilot scheduled end date of October 2003 was repealed. The California Wraparound Program allows counties the flexible use of State foster care dollars to provide eligible children with family based alternatives to group home placement using Wraparound Program Services as an alternative. The Wraparound Program provides the opportunity to serve children who are currently residing in a group home in Rate Classification Level (RCL) 10-14 or at risk of being placed in a group home. Providing Wraparound Program Services means that the identified children/youth will be able to return home and receive services in a less restrictive environment.

The Wraparound Program has the following ten principles: Family Voice and Choice, Team-Based, Natural Supports, Collaboration, Community-Based, Culturally Competent, Individualized, Strengths-Based, Persistence, and Outcome-Based. The family is fully engaged, has a voice and is an active participant in case/service planning. The family identifies their own needs and is provided with support in accessing an individualized array of informal and formal services and resources to meet these needs. The delivery of services is seamless because the family, youth and providers are working together as a team.

Stanislaus County's (County) Vision is "To be a county that is respected for its services in the community and is known as the Best in America". Behind these words is a strong regard for the people that we serve and pride in how we serve them. Our success can be measured in the quality of service we provide and our community partnerships. The county is known for its best practices and innovative spirit. In addition, the county has a long history of close and collaborative partnerships with community-based organizations, the Stanislaus County Foster Parent Association, stakeholders and other community groups.

The county is excited to implement the Wraparound Program. Partner agencies and community partners participated in the planning process to determine the best approach to serve children/youth and families so that the high-risk youth can be kept out of group home placement and live in less restrictive environments supported by families and the community. We believe that the Wraparound Program and Services will lead to better outcomes for children/youth and families. The county Wraparound Program will follow the principles of the California Wraparound Program. It will be strength-based and family focused, will provide a seamless delivery of services and will ensure that the family has connections and support systems. Respect for families is the core of service provision.

## **SECTION 1 – WRAPAROUND PROGRAM IMPLEMENTATION**

### **I. ORGANIZATIONAL STRUCTURE**

#### **A. Infrastructure for Wraparound Program**

The organizational structure for implementing the county Wraparound Program will be Community Services Agency (CSA) as the lead agency, contracting with Behavioral Health and Recovery Services (BHRS), who will develop and sub-contract with a qualified contractor. The county will issue a Request for Proposal (RFP) to invite agencies interested in providing Wraparound Program Services to children/youth and families. The county will contract with the agency with experience in service delivery that is strength-based, family centered, culturally competent, is a Medi-Cal certified agency and has experience working with the target population. The selected contractor will be responsible for hiring staff who will work directly with children/youth and families. The selected contractor will also be responsible for developing the Intensive Wraparound Services Process and managing the contract budget.

CSA, BHRS, Probation Department (Probation) and Stanislaus County Office of Education (SCOE) are the major public agencies that will collaboratively oversee the implementation of California Wraparound Services Program in the county. CSA, as the lead agency, will provide the administrative and fiscal oversight.

The above model works for the county. Here is why:

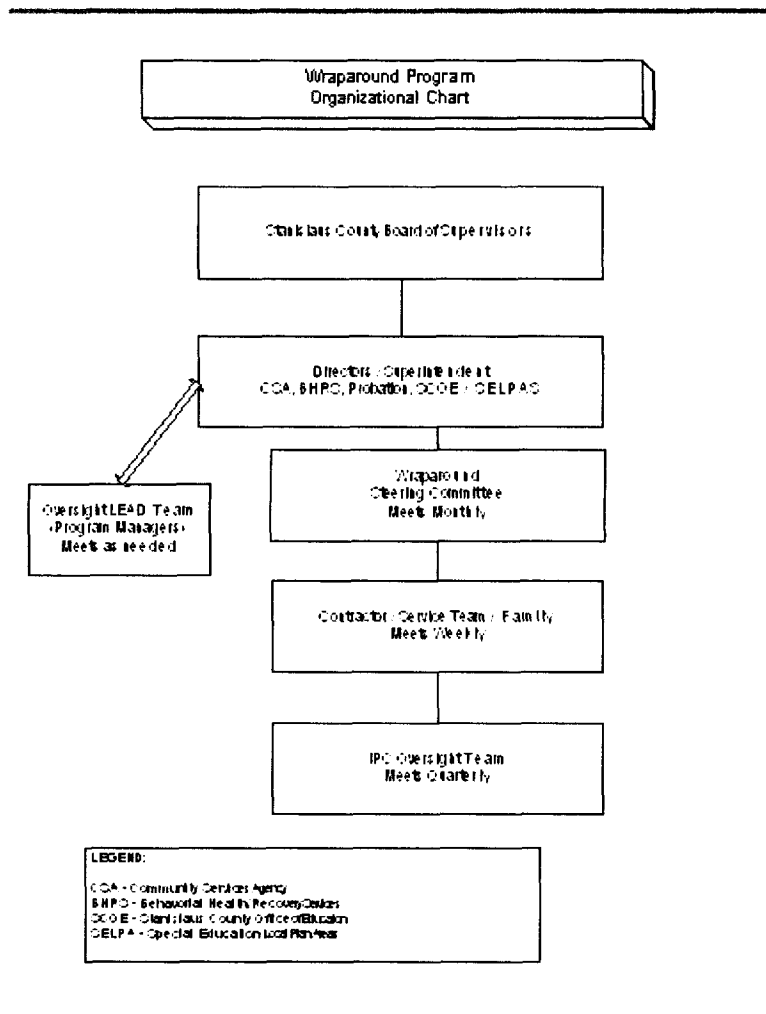
1. The county is known for its effective partnership with the community. Utilizing a private agency as contractor and partnering with them is consistent with the county's philosophy of collaboration and providing community-based services to children/youth and families.
2. The county has programs similar to the California Wraparound Program such as Therapeutic Behavioral Services (TBS) and Home Based Model. In these programs, community partners are working together to find solutions and resources for children/youth and families.
3. The process of working together is not new for the county. The Wraparound Program Services will be an additional service to already existing services and best practices. The county's community partners have extensive knowledge and experience in providing services that are in line with the California Wraparound Program standards and philosophy.
4. The collaboration of the four public agencies, with CSA as the lead

agency to administer and provide fiscal support, ensures better oversight and coordination for the implementation of SB163. It also enhances the integration of SB163 with already existing programs such as AB 3632, (provision of services to handicapped children), Lifelong Connections, Child Welfare Services, and the Kinship program.

**B. Infrastructure for Developing and Maintaining the County Wraparound Program and Reinvestment Funds**

The county will utilize existing infrastructures to support the successful implementation of a Wraparound Program Service model.

1. High level leadership composed of Directors of CSA, BHRS, Probation and SCOE. This team is responsible for administrative oversight of all county programs provided by their respective departments, approving policies across participating agencies, and identifying utilization.
2. The Oversight Lead Team (OLT) composed of program and fiscal managers from CSA, BHRS, Probation and SCOE. OLT will provide overall oversight to carry out the vision, mission and policies of the Wraparound Program. OLT will report to the Directors of the agencies administering the Wraparound Program and to the Wraparound Steering Committee and provide oversight of all budget operations including reinvestment funds.
3. Wraparound Steering Committee (WSC) composed of representatives from CSA, BHRS, Probation, SCOE, service providers, parent partners and other community partners. WSC will continue to meet. It will meet monthly during the first year of implementation to discuss progress and areas for improvement and quarterly after one year of implementation.
4. Interagency Placement Committee (IPC) Oversight Team composed of representatives from CSA, BHRS, Probation and community partners will meet bi-weekly during the six (6) month implementation phase and meet quarterly thereafter to review the program and family's progress. The IPC Oversight Team uses an individual approach and the primary point of this oversight is to achieve a community partnership that champions an unconditional, community-based care which embraces each child's family, culture and community.
5. Community Team (CT)/Child and Family Team composed of selected contractor, community partners and the family will meet weekly or as needed to discuss the family plan and family's progress.



The county has the following existing partnerships that will be utilized to support implementation of the family-centered and strength-based Wraparound Program.

1. **BIG III COMMITTEE**  
 This is an internal committee at CSA composed of three supervisors from CSA's Child Welfare Services (CWS) and BHRM Children's System of Care. This committee approves requests for a higher level of care. The CWS Social Worker will present the case for approval. The BHRM Mental Health Clinician and Child Welfare Social Worker's supervisor participate in the discussion of the requests.
2. **INTERAGENCY RESOURCE COMMITTEE (IRC)**  
 This is a committee composed of a Multidisciplinary Team and community providers that meets every two (2) weeks to discuss resources and recommend services to referred children/youth. The



referred children/youth and family are invited to be part of the discussion and solution finding meeting.

3. **INTERAGENCY PLACEMENT COMMITTEE (IPC)**  
This Multidisciplinary Team composed of representatives from CSA's CWS, BHRS, Probation, parent partner and community partners meets every two (2) weeks or as needed and reviews/approves out-of-home placement and least restrictive placement. The target population includes dependent youth, wards of the Court and Chapter 26.5. (this chapter defines how to serve handicapped children who are eligible under the Individual Disability Education Act.)
4. **HOME BASED SERVICES**  
This county program is operated by Sierra Vista Outpatient program. It provides intensive family therapy in the home. The program assigns two therapists to the family. One therapist works with children/youth, one works with the family and conducts family sessions. The entire family is supported. The service is six (6) months in length and provides twenty-four (24) hour crisis assistance. Payments are provided by Medi-Cal and some insurance including Chapter 26.5 services. "Case management is provided for seriously emotionally disturbed pupils pursuant to pupil's IEP."
5. **THERAPEUTIC BEHAVIORAL SERVICES (TBS)**  
This service is available through BHRS. It is a State program implemented at the county level. AspiraNet is the contracted provider for in-county children/youth. It provides 1:1 behavioral aid to the children/youth and family to work towards decreasing at-risk behaviors. The intent of the program is aimed at children/youth in or at risk of hospitalizations, placement in level RCL12 or above group home or stepping down from higher level of care. Hours and service delivery are based on the need of children/youth. This program uses full scope Medi-Cal only.
6. **PROBATION RESOURCE REVIEW BOARD**  
The Probation Department Juvenile Field Division provides some early intervention and diversion services for youth and also makes recommendations to the Juvenile Court for placing youth into out-of-home placement. The Probation Resource Review Board conducts an informal review of cases where the youth is being considered for out-of-home placement and finalizes the department's recommendation. Probation may make referrals for the county Wraparound Program Services for the youth and their family.
7. **SCOE FOSTER YOUTH SERVICES AND CSA**  
SCOE Foster Youth Services and a CSA Educational Liaison, Social Workers and Probation staff work together in ensuring that

educational services are provided to dependent children/youth and wards of the court. They shall work together to facilitate the provision of educational services to the youth enrolled in county Wraparound Program.

8. **EXPANDED INDIVIDUAL EDUCATION PLAN (IEP) TEAM – PARTNERSHIP BETWEEN BHRS AND SCOE**

This team consists of the student, parents, special education teacher, regular education teacher, mental health provider, administrator, family advocate and any additional support person the family wishes to have present. The purpose is to review the student's strengths, any evaluation results, behavior plans and interventions, progress toward treatment and academic goals and any parent concerns. Students who are not benefiting from the special education environment provided and require a highly structured environment to ensure their personal safety will be recommended for residential treatment. Once the recommendation has been agreed upon by the IEP team a mental health professional will make a presentation to IPC for approval.

9. **MULTIDISCIPLINARY TEAM-collaboration of agencies SCOE, BHRS, and Probation reviews county system of care services, educational, and mental health services while youth are detained in Juvenile Hall.**

10. **PARENT PARTNER PROGRAM**

Parent Partners are a parent or a primary caregiver who is raising or has raised a child/youth that has emotional and/or behavioral challenges. Parent Partners have experience in advocating for his/her child in multiple settings or systems. The program provides parent partners to mentor, support, and encourages other parents. The life experience of the Parent Partner provides a unique foundation for the mentoring relationship and enhances services as families work toward self-defined successful outcomes.

11. **CHILD ABUSE PREVENTION COUNSEL (CAPC)**

This committee provides a local forum for interagency cooperation and coordination of services in the prevention, intervention, and treatment as it relates to child abuse and neglect. It is made up of a broad array of community-based organizations, public agencies, and also includes parent partners.

12. **COURT APPOINTED SPECIAL ADVOCATES FOR DEPENDENT CHILDREN OF JUVENILE COURT (CASA)**

CASA of Stanislaus County is a community organization that provides dependent children of Juvenile Court with advocacy and support through the use of trained volunteers so that the children can thrive in

a safe, permanent, and nurturing environment. CASA assignment requires an Order of Appointment by the Juvenile Court. CASA volunteers and CSA social workers work collaboratively to promote the best interests of the child. CASA, CSA and the JUVENILE COURT work together toward the mutual goals of providing maximum protection and representation for all children involved in the dependency system, providing reasonable services to assist families to resolve the issues which have placed their children at risk and to ensure the child's well-being and achieving permanency in a timely manner to meet the best interests of children.

**C. Community Team**

The initial Wraparound Planning Committee will become Wraparound Steering Committee during the implementation phase and will be expanded to include community members and other stakeholders.

**D. Relationship between SB 163 and Systems of Care**

There is a strong partnership and collaboration between the CSA's CWS and BHRS' Children's System of Care. BHRS is an active participant in SB 163 planning and implementation. CSA and BHRS will be jointly contracting with the selected contractor in the implementation of SB 163. CSA CWS, BHRS, Probation and SCOE share common clients and responsibilities. BHRS Children's System of Care utilizes the ten principles of the California Wraparound Program and has a strong commitment to keeping families together, is culturally sensitive, competent and uses strength-based practices. There is also a long-standing relationship between Probation and the Children's System of Care.

**II. TARGET POPULATION, ELIGIBILITY AND REFERRAL**

**A. Service Allocation Slots Requested**

The county Wraparound Program will work with children/youth and families who are currently in RCL 10-14 group homes and/or who are at risk of placement in a RCL 10-14 group home. The county is requesting twelve (12) slots. Slots will be fairly divided for CSA, BHRS/SCOE and Probation. However, there will be flexibility in the slot assignment. If one department does not have children and families eligible to participate, another department will fill in the empty slot. When a child and family graduates from the program, the slot will be filled by the same department but if there is no available child/family to participate, another department will fill the slot. Initially the slots will be for children/youth dependents and delinquent wards of the court, and children with disabilities identified in Chapter 26.5. AAP youth will not be assigned a slot at this time since the funding is from AAP rather than foster care. AAP youth will be added at a later time.

During year 1, priority will be given to non-federally eligible foster youth to ensure adequate financial resources. The long term goal is to select children/youth and families based on need. The oversight committee will evaluate the priority for subsequent years.

Slots will be increased in subsequent years as determined by the county and approved by California Department of Social Services (CDSS) and negotiated with the selected contractor.

## **B. Criteria/Processes for Selection and Referral**

### Eligible Child/Target Population

Eligible children/youth/target populations are defined as follows:

1. A child who has been adjudicated as either a dependent or ward of juvenile court pursuant to California Welfare and Institutions Codes (WIC) 300 or 600.
2. A child who would be voluntarily placed in out-of-home care pursuant to Section 7572.5 of the Government Code (AB3632/2726).
3. A child who is currently, or who may be, placed in a group home which is licensed by the State at a RCL of 10 or higher.
4. An Adoption Assistance Program (AAP) child who is currently or who would be placed in a group home with a RCL of 10 or higher. (Note: this eligible population will not be served at this time.)

### Eligibility Criteria

The following criteria must be met for children/youth and families to be eligible for Wraparound Program Services:

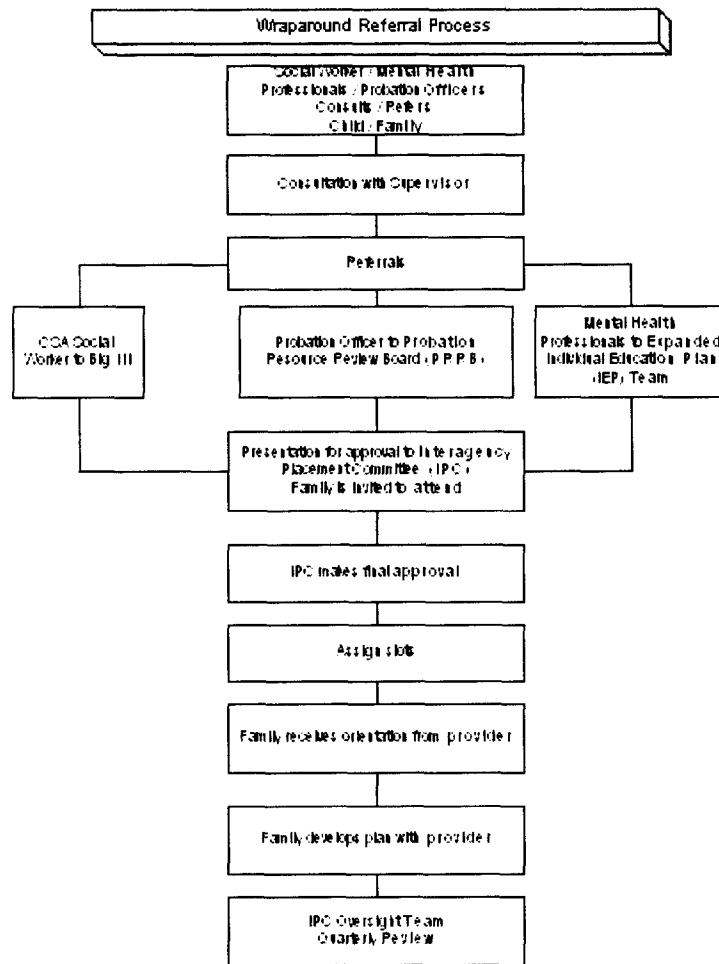
1. The child or youth is a dependent of the Juvenile Court or delinquent ward of the court or meets the eligibility criteria for Chapter 26.5 or an AAP child.
2. The youth is currently in RCL 10-14 group home placement, or is at Risk of RCL 10-14 placements because at least one (1) of the following criteria are met:
  - a. Lower level services are not intensive enough to meet the child's needs;

- b. The parent/caregiver is not able to meet the child's needs with the present resources, and the child's situation requires a higher level of care;
  - c. The child or youth demonstrates impaired functioning in two or more life domain areas, or has a multiplicity of behavioral, emotional or social needs;
  - d. The child or youth has a history of psychiatric hospitalizations.
3. The child or youth can safely function in a home setting, school and community and/or kept safe in the home, school, and community with intensive Wraparound Program Services and support.
  4. The child or youth is willing to be placed at home and participate in Wraparound Program Services.
  5. The parent/caregiver is willing, able and committed to care for the child or youth supported by Wraparound Program Services for the period of program eligibility.

#### Referral Process and Selection

1. Each of the lead agencies (CSA, BHRS/SCOE, and Probation) will review current RCL 10-14 individual placements, potential RCL 10-14 placements and children/youth that will benefit from being at home rather than being in a group home placement. Each department will use the existing process in each department to complete the process for referrals as explained below:
  - CSA Social Workers will refer and present the target population to the internal BIG III Committee. The BIG III will refer the approved referrals to Interagency Placement Committee (IPC) for further review and approval.
  - Probation officers will refer and present the target population to the internal Probation Resource Review Board (PRRB). The PRRB will refer the approved referrals to IPC for further review and approval.
  - Mental Health professionals will refer and present the target population to expanded IEP (Individual Education Plan) team. Once the recommendation has been agreed upon by the IEP team, mental health professionals will refer and make a presentation to IPC for further review and approval.
2. Each agency will complete their assessment, complete the referral form and present it at IPC within seven days of assessment.

3. The IPC committee will make the final selection and approval.
4. Referred eligible children/youth and family members or caretakers and Parent Partners will be invited at the IPC Committee screening to provide additional information if needed. By the end of the meeting with agreement between the family and IPC, the family will be informed of the approval to participate. If not selected or if the family chooses not to participate, the participating IPC partners will recommend resources or alternative services available to the family.
5. Children/youth and families, who have been approved and selected, will receive orientation from the selected contractor of the county Wraparound Program. They will also be invited to IPC to discuss a plan and resources available to them.
6. The IPC meets weekly. This means referrals to IPC the for Wraparound program will be on an on-going basis.
7. The IPC oversight team will do a quarterly review of the progress of the child/youth and family and their plan.



### III. WRAPAROUND METHODS AND BEST PRACTICE

#### A. Vision

Our vision is that every child lives in a safe, stable, permanent home, nurtured by healthy families and strong communities.

#### B. Best Practice Standards

Selected contractor is expected to embrace and include current county practices and additional activities necessary to fully incorporate the values of the California Wraparound Program. The Wraparound plan and the principles of Wraparound program are defined and embodied in the RFP. The RFP will also define the expectations to providers to continue the following values: timeliness, finding a permanent home, partnership with the community, and least restrictive environment.

1. Families as full partners with access, voice and ownership at all levels of planning and implementation.

This is what we do now that can be built on to fully operationalize this value/principle

- a. The family is involved and engaged in case planning (CWS, BHRS and Probation) and after care services planning for the child and family. A strength-based approach is utilized during the discussion and multifaceted goals are accomplished;
- b. The family attends the interagency committees such as IRC, expresses what they need and is provided support and resources.
- c. Parent education and support groups are provided at the Parent Partnership Program. It is a consumer driven program. This means that the parents have the freedom to express their needs and provide their own voice in planning their activities. One on one mentoring provides extensive education and emotional support.
- d. Parents are members of agency committees such as Child Prevention Council, Consumer Advocacy Committee and Interagency Resource Committee. In these committees, parents provide suggestions to develop policies and improve practices in child welfare and mental health services.
- e. The Consumer Advocacy Group (BHRS) is a parent-led group for parents with special needs children that can provide support and advocacy.

These additional things must happen to fully operationalize this value/principle

- a. Ensure full partnership of family in all case planning activities, and through all the phases of engagement, planning, implementation, evaluation and transition. Throughout the Wraparound involvement, the staff/contractor must ensure that the family has a voice and has a high level of decision-making power in all the phases. Issues must be identified from the family and child's perspective, strengths are identified, and the family is empowered to tell their story in their own way and allowed to identify informal supports that are important to them. The family must be encouraged to include as many of their family members and community resource persons (informal support) on the child and family team.
- b. On-going engagement of children/youth and family throughout the provision of Wraparound Program Services. The child/youth and family engagement must include assessment of strengths and needs, mental health status, behavior, values and culture of the



family, safety planning, and identification of treatment needs and progress of the treatment /case plan.

- c. Include family, youth and Parent Partners in the Wraparound Steering Committee.
- d. Tailor parent education to meet individual needs of the family.
- e. Provide parent support group for children/youth and families receiving Wraparound Program Services.
- f. Provide training to Parent Partners to improve family engagement practice. The RFP will require the contractor hire/train parent partners to provide support to the family.
- g. Include representatives from systems that are not typically included as partners in planning and decision-making process about the family.

2. Unique child and family teams

This is what we do now and that can be built on to fully operationalize this value/principle

- a. The child and the family are active participants in case planning activities. The family conferencing model is utilized that brings together a team to create a plan. During case planning, the social worker discusses the agency and state requirements to the family. At the same time the family is encouraged to give additional input.
- b. The child and the family are involved in individual educational plans. In Family Reunification, some parents maintain their educational rights. An educational liaison engages the child and the family in discussion of educational needs and advocacy. Mental health providers are also partners with the child and family. In some instances, CASA (Child Advocate) is part of the child and family team.
- c. In-home services are provided involving the child and family.

These additional things must happen to fully operationalize this value/principle

- a. Selected contractor will develop and set up the child and family team and formal/informal supports that are unique to each family with the goal to participate in the implementation, monitoring and evaluation of the individualized plan. The child and family team will be composed of family, friends, professionals, community partners

and other people identified by the family. This team will be inclusive. This team will meet to develop a plan of care. The expectation is that the family will drive the case plan process and the other team members will assist the family in assessing their strengths and in creating a formal and informal support system and services that are build upon the family's strengths. No changes or modification to the Wraparound plan can be made without the family's involvement in the process and family's agreement to the changes or modifications.

- b. Provide training and tools to the families to have the skills in developing a family plan (so there is ownership of the plan) and ability to provide feedback on their satisfaction with the program and services.
  - c. Wraparound Steering Committee must include the selected contractor and the family in planning discussion. The child and family team will be invited to the Steering Committee meetings to allow them the opportunity to provide feedback regarding the program.
  - d. Develop new creative and resourceful strategies to engage additional community resources not typically available or accessed in the past.
3. Culturally competent services tailored to family culture, values, norms, strengths and preferences.

This is what we do now that can be built on to fully operationalize this value/principle.

- a. Trained staff to deliver culturally competent services and case management. The county provides Cultural Diversity Training to staff on an on-going basis to ensure that staff develops sensitivity to family culture and values. When staff are trained on cultural diversity, they have a better understanding of diversity and how to approach family cultures different from their own.
- b. Bilingual services are provided. Bilingual/bicultural staff and counselors are employed and provide interpretation services. When communication is provided in the family's language, the family can better understand the provided services and the laws that govern the services.
- c. Bilingual staff carries bilingual caseload. This ensures that communication is clear and case management is tailored to family's preferences and values.

- d. BHRS providers and contractors are required to attend the cultural competency oversight committee which helps in cultural awareness and sensitivity to the families that they serve.
- e. Involvement and coordination with Indian Child Welfare Act (ICWA) and local tribes for case planning and placement services.

These additional things must happen to fully operationalize this value/principle.

- a. Continue to recruit bilingual/bicultural staff to carry bilingual caseloads.
  - b. Continue to provide appropriate training on cultural diversity and values to current and new staff. This will ensure that staff are culturally competent to provide services to diverse families and community. Selected contractor will ensure the staff are culturally competent in providing services to families.
  - c. Selected contractor will provide services, case planning and activities that are strength-based and culturally competent. The RFP will require that contractor must have a staff that reflects the diversity and language needs of the families to be served and have the skills and experience to deliver culturally competent services. The staff must perform their function according to the family's culture and traditions. Wraparound process must be provided in the family's primary language.
  - d. Include bilingual-bicultural "family partners" in the treatment team.
  - e. Include significant community members that represent the family's culture. This will assist in ensuring that cultural values, traditions and beliefs are respected and understood.
4. Flexibility in location, time, planning, service response and funding

This is what we do now that can be built on to fully operationalize this value/principle.

- a. Staff are flexible in service delivery. Child Welfare, Probation and Mental Health professionals are available outside the regular working hours for crisis and meeting the family at home and after hours. Services are provided in the field, in the home and in the community to meet the needs of the family.
- b. 24/7 hour emergency response and crisis intervention are available for families. Families can call at any time to ask questions or report a crisis so appropriate intervention can be provided. Intervention will

be provided at home or at a location convenient to the family and suggested by the family.

- c. Services such as Home Based Services are currently available and are provided at family's home. The children/youth and family each work with a therapist. Coaching, treatment and parenting education are provided.
- d. Access to funds to meet the family's needs. The county has emergency funds set aside for emergency needs like clothing, food and housing needs.

These additional things must happen to fully operationalize this value/principle.

- a. Selected contractor must be flexible and willing to provide services such as substance abuse and mental health services at home or within the family's community and provide crisis intervention.
- b. Child and Family Meetings must be scheduled at times/days and locations convenient to the family. The family must be part of the discussion regarding schedules to ensure that there are no interruptions on the family's other activities and responsibilities.
- c. The RFP will require contractor to provide 24/7 availability of safety/crisis response. It is important that a protocol be established by the provider and the family regarding emergencies such as: determining who is the contact person, development of crisis plan, when to hold an emergency meeting with the child and family team etc.
- d. Access to funds to meet the family's needs. The contractor must provide emergency funds for emergency needs like food, clothing, housing and utility needs. The RFP will require the contractor to budget these items.
- e. Develop resources throughout the community that provide flexible services for example: evening and weekend availability such as a community-based family therapy program.

5. Perseverance in support and assistance to families

This is what we do now that can be built on to fully operationalize the value/principle.

- a. CWS, BHRS Probation and SCOE staff are experienced in motivational interviewing. Motivational interviewing is more focused and goal-directed. The therapeutic relationship is a partnership.

- b. The county has existing preventive services and crisis intervention services such as, Family Maintenance (FM) and Children's System of Care (CSOC). The staff provide services and continue to persevere while working with the family one on one in order to keep the families together and stronger.
- c. The county is known for its strong collaboration with the community. In addition, the county continues to work hard to research additional community resources that could be available to families via a referral system by the provider or staff. One agency cannot do it alone. Strong collaboration is needed to meet the needs of families with multiple problems.
- d. Existing Home Based Services that provide intensive family therapy in the home. The child/youth and the family have individual therapists working with them for six (6) months and could be extended if needed. The entire family is supported.
- e. Availability of twenty-four (24) hour crisis line for assistance. The emergency response line is a tool for families to access and staff is committed to work with the families to provide them with the tools to keep their children safe at home.
- f. Existing Therapeutic Behavioral Services (TBS) that provides 1:1 behavioral aid to work with the client and family to decrease behaviors. The program is provided to clients who are in or at risk of hospitalizations, placement in Level 12 or above group home or stepping down from a higher level of care.
- g. The Aspiranet Stabilization Program (ASP) provides stabilization services to clients to avoid hospitalization such as case management, clinical staff, medication support, TBS, and extensive community collaboration.
- h. Kinship Support Services Program (KSSP) is available that provides funding and support to relatives and family caregivers.
- i. Existing Parents Partnership Project that provides support to parents on an on-going basis. This is a multi-faceted program in the community that provides support groups, advocacy and mentoring.
- j. After care services to youth and families that provide emotional support and transition services. Transition periods are important to families and youth and the continued perseverance of staff to provide this transition will in the end provide better outcomes for families.

- k. Strong collaboration with placement facilities exists. Working together to ensure the youth's successful completion of programs and transitional plans are an important strategy. When youth's placement is disrupted, the youth's progress derails.

These additional things must happen to fully operationalize this value/principle.

- a. Enhance the case planning process by ensuring the full participation of youth and family in the development of service plan and ability to modify plans to best meet the needs of the child and family. It is important for staff and providers "not to give up" in working with the family. If modification of the plan is needed, the child and family team should do so and develop strategies to meet the family's needs. This should occur on an on-going basis. It is important that no modifications/changes occur without the input and approval of the family.
  - b. Continue providing the training on strength-based approach including family engagement on an on-going basis. The use of strength-based approach and strategies for family engagement are excellent tools in working with families especially during the critical time when families feel overwhelmed with life stressors. The staff must persevere to prevent higher level of care and to maintain the least restrictive setting in placement.
  - c. Strengthen coordination with other agencies, community resources, placement agencies and the selected contractor of Wraparound Program. Through strong partnership, strategies could be developed to keep the family together and keep the foster family placement stable. The RFP will require the contractor to enhance collaboration with existing resources and to look for new resources and partnerships.
  - d. Contractor will be selected based on their ability and experience in working with the target population and multi-problem families and ability to motivate/engage families.
  - e. Regular communication will be established between the county and the contract provider to assess progress and the support provided to the family participants.
  - f. Provide ongoing efforts to enhance support and services especially for those youth emancipating from the system.
6. Life Domain, needs-driven planning

This is what we do now that can be built on to fully operationalize this

value/principle

- a. Casework and case planning activities with families are strength-based and family focused.
- b. Comprehensive Assessment Tool (CAT) is completed by CSA at the beginning of dependency cases. BHRS uses Behavioral Health Intake (BHI), Child and Adolescent Functional Assessment Scale (CAFAS) and Child Education Plan (IEP). Probation uses the "Back on Track" assessment tool for case planning. These effective tools will determine the needs of youth and their family as part of their needs-driven case plan.
- c. Youth are encouraged to participate in Independent Living Skills Program (ILSP) and in the development of Transitional Individual Living Plan (TILP). By participating in ILSP, the youth enhances their life skills and also learns new life skills. By participating in the development of TILP, the youth becomes an active participant in the development and in the implementation of the strategies to meet the identified goals. The Wraparound participant will be encouraged to participate in ILSP.
- d. Risk assessments are completed in every case to determine appropriate placement.
- e. Mental health screening is done at Juvenile Hall to determine where the child/youth could be directed for further assessment. This excellent partnership between a Mental Health professional and Probation staff enhances the assessment process for youth and the ability to meet the needs of the youth.
- f. Behavioral Health Intake (BHI) assessment for every child/youth is completed by mental health professionals. Again, this provides the information necessary for needs-driven case planning.
- g. Services are offered to emancipated youth such as basic mental health services that are provided at Josie's Place and 24-7 services.
- h. Assessment is completed by Children's System of Care (CSOC) within thirty (30) days to every child who comes into foster care placement. This assessment is critical to determine the mental health needs of the child/youth and how it could be met.

These additional things must happen to fully operationalize the value/principle.

- a. Continue to enhance the full participation of child/youth and family in case planning and in determining their needs. Together, the child

and family team can look at all the life domains and assess priorities to focus on: safety, health, legal, counseling, housing, social, educational, psychological, substance abuse, spiritual and social/recreational.

- b. Continue to enhance the existing community partnership and look for new resources. The RFP will ask the contractor to do this. By doing so, there would be an array of resources available to families to meet the focus life domain. For example, if the family focus is employment, a vocational training or employment skills training could be provided by the available partner. For health issues, a public health agency or a public health nurse could be involved.
- c. Continue to enhance the strength-based approach in case planning and working with family and youth.
- d. Implement the BHRS measurement tool called "40 Developmental Assets" as our approach to case planning. The family will review the results and participate in the case plan development.
- e. Explore and review the Probation placement assessment tools to evaluate how effective they are in determining appropriate placement.
- f. Provide after care services/on-going services after the family completes the Wraparound program. This could occur with coordination with community-based resources.

7. Care provided in context of home and community

This is what we do now that can be built on to fully operationalize the value/principle

- a. IRC – a Multidisciplinary Team that meets every two (2) weeks or as needed to discuss resources and recommended services to referred children/youth and families. The referred child/youth and family are invited to participate in the discussion of the service plan.
- b. TBS is available through a BHRS contractor, AspiraNet. It provides one-on-one services to the child/youth and the family to avoid hospitalizations or placement in Level 12. This service could be provided in the home.
- c. Educational liaison and SCOE foster youth services work collaboratively to monitor educational progress and ensure that the child is kept in school within their community. The educational liaison participates in Individualized Educational Plan (IEP), 504 plan (for a child/youth that have disabilities not covered in IEP and



the disabilities limit the child/youth's learning) and expulsion meeting.

- d. Family Partnership Center is a collaborative center housing BHRS Parent Partnership project, Kinship Support Services Program, Family Partnership Mental Health Team and CSA's Kinship Program. The center offers an array of services to support the entire family such as: support groups, classes, educational advocacy, guardianship assistance, and one-on-one individualized support. Family can also access on site behavioral health services including psychiatric services, individual/group/family therapy.
- e. Family Maintenance provides services to families at risk to keep families together.
- f. Differential Response connects families with community-based services when children are at low or no risk of abuse and neglect. Services through Family Resource Centers, Public Health and/or Hutton House (teen services) provide the assessment, case management and support to stabilize families under stress, but whose children are safe.
- g. Probation partners with United Way for community service and Center for Human Services for alcohol and drug treatment services. They also utilize Parents United for sex offenders.
- h. Probation provides a Family Guidance Program (8-10 weeks) for informal cases.
- i. ILP interviewers work with the youth one-on-one in the development of their transitional living plan. Home visits are done at flexible hours.
- j. BHRS provides a youth center called Josie's Place which is a place in the community where the transitioning youth can go to network with other youth and receive various services and referrals.
- k. Transitional Housing Program (THP) – host family model and scattered site provide the opportunity for emancipated foster youth to live with a lifelong connection and obtain support after emancipation. Services are provided in the home and in the community.
- l. Strong collaboration with Family Resource Centers (FRCs). Children and Families Commission contracts with FRCs to provide community-based services to families with children age 0-5 who are referred to the resource centers. Services are provided to the families in their own community.

- m. Kinship Services are provided to relative caregiver. Support and services are provided in the area of housing, utilities, financial support for legal guardianship applications, legal advice and advocacy and support group.

These additional things must happen to fully operationalize this value/principle.

- a. Continue the county's strong collaboration with other agencies and community partners. Enhance partnerships that include faith-based communities, health services, school (to meet the educational needs), cultural organizations and community collaborative. These partners can provide community activities such as after school programs, activities geared for the whole family, teen alcohol treatment, health fairs, job fairs etc. Some partners may be able to provide support at home for example a visiting public health nurse, youth mentors etc.
  - b. Training on strength-based families and family focused models will be provided to contractor staff.
  - c. Frequently, FRCs support families in our community, but they do have resource limitations. There is a need to invite other community groups with the family's consent to participate in the development of the case plan, exit and after care plans.
  - d. Develop a list of community resources that could be posted on the internet so families can access them at the library or at home. A website could also be developed for community resources.
  - e. Organize a family retreat within the community that includes the child and family team to strengthen the relationship.
  - f. Provide respite care to families and should be provided within their own community. All services will be provided at home and within the family's community.
8. Strength-defined from first conversation

This is what we do now that can be built on to fully operationalize this value/principle.

- a. To enhance communication bilingual and bicultural staff are employed for caseload management of bilingual families and for interpretation services.

- b. CWS, BHRS and Probation use strength-based assessment tools at the initial conversation/assessment such as Comprehensive Assessment Tool (CAT), Behavioral Health Intake (BHI) and "Back on Track" in the assessment process. These tools emphasize strengths of the family. Conducting the assessment using these tools provides a picture of the family and life domains. These tools provide information that is necessary for analysis and for case planning.
- c. Community partners including FRC's do one-on-one assessments and conversations that are strength-based, family focused and culturally sensitive.
- d. Meeting with families begins with discussion of family strengths. The family provides information on their strengths and areas to work on. These are listed for analysis and the family is an active participant in developing the family goals based on their strengths.

These additional things must happen to fully operationalize this value/principle.

- a. Additional training to the County and Contractor on strength-based assessment will strengthen the pre and post screening process and will improve family engagement. When a family is in crisis, a focus on the strengths rather than deficits will encourage engagement and communication with the family.
- b. Develop a system of case review that focuses on strengths of the child/youth, family and community and how these strengths have been utilized in casework planning.
- c. Review format of case presentation at case staffing and team meeting to ensure that there is focus on strengths.
- d. Training on developmental stages of interviewing. This will be an excellent tool to ensure that the first conversation with the family is strength-based.
- e. Selected contractor must have staff trained in motivational interviewing and strength-based approach in working with child/youth and family.

9. Blending of formal and natural/informal process

This is what we do now that can be built on to fully operationalize this value/principle.

- a. Families are encouraged to invite formal and informal resources to participate in case planning and discussion.
- b. Connected for Life meeting is youth driven and the youth can invite individuals with whom they have a connection. These include extended family, foster parents, friends, neighbors, church pastors, teachers, and mentors. The inclusion of informal resources provides a stronger support system.
- c. Working collaboratively with agency partners, community organizations and informal community resources such as: CSOC (co-located at CSA), Court Appointed Special Advocate (CASA), Regional Center, schools, non-profit organizations, junior college, and other community-based organizations to mobilize the family's support system. The collaboration ensures that informal resources are available to the family and youth.
- d. Comprehensive list of community resources such as website network of care and access to United Way Community Resource listing 211. The list provides the family with clear access to many informal supports available to them.
- e. Utilization of respite care services such as Children's Crisis Center and Stanislaus County Foster Parents Association respite care services. Informal resources for respite may also be available via Family Resource Centers located throughout the communities.
- f. Working collaboratively with the FRCs located at sites throughout the county to provide families with formal and informal support system in many areas such as advocacy, training for jobs, legal advice etc.
- g. County outstation offices are located in Hughson, Turlock, Ceres, and Oakdale. These offices provide formal support such as applications for financial assistance/food stamps and referrals to informal support systems.
- h. Strong relationship with SCOE's Foster Youth Services and faith based community. These collaborations blend formal and informal processes.
- i. Health Services Agency (HSA) is involved in wards of the court placement and the preparation of medical records.
- j. Parent Partnership Project provides support to families through advocacy, information and a parent support group which focuses on empowering parents of children who are challenged by their behavioral and/or emotional needs.

- k. Josie's Place is a one-stop resource center for at risk youth. There are other agencies to include community-based organizations and a mental health agency in Stanislaus County that blends formal and informal processes.
- l. Utilization of blended funding streams with other agencies for cost effective programs and efficient use of resources.
- m. BHRS blends and integrates treatment processes with peer and other network supports.
- n. BHRS's mission statement includes taking responsibility to assist the community to create informal resources.
- o. Educate, Equip and Support (EES) is a twelve (12) week educational series regarding children's emotional and mental health. These classes are intended to assist parents and caregivers in understanding some symptoms and brain processes involved in childhood emotional or mental health disorders and provides an opportunity to come together for information and mutual support.
- p. Utilization of relative and non-relative placements, lifelong connections, and mobilization of permanency philosophy.

These additional things must happen to fully operationalize this value/principle

- a. Set up a volunteer program that is effective such as Project Uplift and Work for Success. Volunteers or unpaid professionals will be a unique addition to Wraparound. The county can utilize United Way to assist in screening the volunteers. Volunteers can act as mentors to youth, as advocates for the family, or as a teaching homemaker who will provide coaching and teaching life skills to youth and parents such as home management, time management, conflict resolution etc.
- b. Strengthen current collaborations (that will lead to stronger commitment from all partners) and develop a stronger collaboration with other non-profit organizations, faith-based community and community collaborative. Formal services or formal support system is not sufficient to provide support to the family. The development of informal resources via current and new partnerships can provide the encouragement, support and respite when formal support is unable to do so.
- c. Provide training to informal resources and extended family members that will lead to a better understanding of the family dynamics and

issues within the family system.

- d. Ensure that at initial and on-going child and family team meeting the following informal resources are considered and invited (with permission from the family): church members, teachers/coaches or other school personnel, foster family, neighbors, friends, mentors, extended family and other people that the family has a relationship with.

10. Strategies linked to family/community strengths

This is what we do now that can be built on to fully operationalize this value/principle.

- a. Stanislaus County is a Children's System of Care County. It is deeply ingrained in the county's services with children/youth and families. The collaboration and partnership is very strong.
- b. Coordination with tribes, ICWA and Indian Health.
- c. Contract with FRCs throughout the county links the family to the community where they live.
- d. Family meetings include the children/youth and the family and define their strengths and areas to work on, placement decision and service plan.
- e. Utilization of recovery services transitional housing for children/youth and family.
- f. Implemented the Transitional Housing Host Family Model - youth lives with lifelong connection selected by the youth. This strategy continues the link of the youth to the previous placement family and provides the youth with connection to a committed adult.
- g. BHRS' Utilization of the Parent Program. BHRS' contracts with all providers include provisions that require the contractor to incorporate the Parent Program in their services. This strategy links the family to a parent partner.
- h. Strong partnership with the Housing Authority of Stanislaus County and their Family Unification Program to provide Section 8 vouchers to eligible families and eligible former foster youth. When a family has stable housing, the family and the community benefit and is stronger in moving forward the family's goals such as job search or vocational training.

These additional things must happen to fully operationalize this

value/principle

- a. Develop a strong parent program at CWS and Probation by partnering with BHRS and their existing Parent Partnership Project. Providing support to parents when their children are in the Child Welfare and Juvenile Justice System will help reduce the family's level of stress. A parent partner can be matched with the family who can help them navigate and understand the court system.
- b. On-going training on strength-based approach in case planning and family/youth engagement.
- c. Selected contractor to link the family to community-based network at the beginning and throughout Wraparound Program. This link should continue after completion of the program.

11. Commitment to Permanence

This is what we do now that can be built on to fully operationalize this value/principle.

- a. The county has a strong concurrent planning business practice. Permanency is the focus from the very beginning when a child is in protective custody. CSA has a placement specialist and information system staff who work together to search for relatives from the time of the child's removal. Both CWS and Probation perform a dedicated search for relatives for placement.
- b. The county focuses on reducing foster care or group home placements through family engagement and relative search. Due to this the county has a high percentage of relative placements and an on-going Kinship Guardianship Assistance Payment (KinGAP) program for post-foster care services. Guardianship with a relative who has a relationship with the children provides security and permanency.
- c. The county stresses permanency throughout the case planning process focusing on increasing the number of children in permanent and stable housing (legal guardianship/adoption /reunification) and at the same time ensuring their safety and well-being.
- d. Family meetings are available for the child and family team to make a decision on the child's placement and permanent plan.
- e. The county's existing preventive services such as Family Maintenance in CWS, Parent Guidance Program in Probation, Home Based Services provided by BHRS and other community-

based family supporting programs are all examples of services that stabilize families and strengthen permanency.

- f. Transitional housing and support for emancipated youth and probation youth strengthen permanency. The county's Host Family Model (the youth lives with a lifelong connection) started in 2006 and the Scattered Site Model started in 2009.
- g. Stanislaus County is a participant in Connected by 25 Initiative. (CC25I). This initiative provides an array of services in a holistic way to current and former foster youth to improve the youth's permanency such as housing, educational/vocational training, employment and life skills. The county also has a strong Independent Living Skills Program (ILP) and After Care Services for current and emancipated foster youth. These services are available to youth participating in Wraparound program.
- h. Mandatory Connected for Life meeting before the youth leaves the foster care system to discuss emancipation issues, after care resources and to ensure the youth has connections with a responsible/committed adult who will provide emotional support and possible permanency.
- i. BHRS program for children with disabilities (26.5) is committed to providing a less restrictive environment/setting to youth. Wraparound participants could be assessed for 26.5 eligibility.
- j. SCOE's Foster Youth Services (FYS) and transition services for youth exiting foster care and probation ensures that the youth maintain good school attendance and are on track for graduation.
- k. BHRS's drop in center serves youth at age 16 until age 25.

These additional things must happen to fully operationalize this value/principle

- a. Continue the strong partnership with agency partners and Community-Based Organizations (CBO) for support so permanency can be sustained.
- b. Provide support and engagement to families so the children/youth can return home safely and have permanent family. These could be done by utilizing parent partner, mentors, strength-based approach and communication and inclusion of the family in all decision making processes.
- c. Be resourceful and look for new partners and new resources to enhance permanency efforts.



12. Mechanism and structures to support parent advocacy and leadership.

This is what we do now that can be built on to fully operationalize this value/principle.

- a. BHRS has a strong Parent Partnership Project that supports and advocates for parents and caregivers. This multi-faceted program operates collaboratively with the Children's System of Care of Behavioral Health and Recovery Services (BHRS) and Stanislaus County BHRS advisory board. This program is involved in providing services to families in several different ways such as parent/family advocates; one-on-one parent mentors; parent support team peer support group for parents and caregivers, activities for parents/caregivers and family activities, family representation and advocacy at local, county and state levels thus developing leadership skills.
- b. The FRC's provide parent advocacy and services within the community to referred families.
- c. Parent representative attends and participates at the IRC and IPC. At these meetings, parents are empowered to express themselves and give feedback on services.
- d. The county has a strong collaboration with the Stanislaus County Foster Parents Association (FPA). CSA's contract with the FPA includes foster parents facilitating and assisting at the ILP classes and Parents Resource for Information, Development and Education (PRIDE) training. The FPA is an advocate for foster parents and dependents and works collaboratively with the Child Welfare team.
- e. Educate, Equip and Support (EES) is a twelve (12)-week educational series regarding children's emotional and mental health. The two-hour classes are intended to assist parents and caregivers in understanding some of the symptoms and brain processes involved with various childhood emotional or mental health disorders and provide an opportunity to come together for information and mutual support. There is an opportunity for participants to continue after a twelve (12) week series in a peer support group, providing ongoing parenting support. Parents can advocate better for services for their children and family when they understand their child's mental and emotional situation.
- f. BHRS' Peer-to-Peer Program for seriously mentally ill is a Telecare program at the Empowerment Center and the primary population is adults while Transitional Age Young Adult (TAYA) has a transition program for the young adult under twenty-five (25).

- g. CSA has an educational liaison who works with school districts in ensuring that foster youth are appropriately provided school services and are enrolled in the right classes. This educational liaison is a resource for parents to get information regarding education laws and educational advocacy.

These additional things must happen to fully operationalize this value/principle.

- a. Foster self-sufficiency process from day one and throughout the Wraparound Program.
- b. Provide leadership and advocacy training to parents and providers to better support parent advocacy and leadership. A parent consultant could be invited to provide the training.
- c. Identify how many parent representatives are needed and where (such as committees and programs) and promote more parental and youth involvement in community groups, committees and programs.
- d. Have brainstorming sessions with the FRCs on building the capacity for informal and formal parent groups. Encourage the FRCs to participate in creating a pool of parents with home visit experience to provide support to other parents as coaches and mentors.
- e. The selected contractor will utilize bilingual and bicultural Parent Partners and/or partners with existing Parent Partnership Project to meet the needs of the family.
- f. CSA and Probation will continue to partner with BHRS' Parent Partnership Project. Parents who complete the Wraparound program can become the resource for new participants in Wraparound.
- g. Coordinate with community-based organizations, cultural organizations or FRCs to provide training and coaching to parents on advocacy. Training will provide leadership so that parents can have the capacity to organize their own support groups in the neighborhood.

#### **IV. STAFF RESOURCES AND DEVELOPMENT**

##### **A. Wraparound Program Staff Support**

The following staff is needed in our county to implement and sustain Wraparound Program Services:

1. Senior program management from CSA (Child and Family Services and Fiscal), BHRS and Probation as lead to do oversight of SB 163 (Oversight Lead Team).
2. The Wraparound Steering Committee that includes the representatives from CSA (Children and Family Services Division and Fiscal), BHRS, Probation and SCOE and Community-Based Organizations (CBO).
3. CSA fiscal manager and fiscal staff to coordinate data and fiscal tracking with BHRS.
4. BHRS fiscal/contract staff to monitor contract and customer data collection.
5. Social Worker (CSA), Probation Officer (Probation), Mental Health professional to coordinate with contractor regarding case management.
6. The selected contractor will designate/hire administrative staff to process Medi-Cal claims and prepare Medi-Cal billing information.
7. The selected contractor will designate/hire SB 163 Wraparound Services Program implementation staff that includes a program manager of the Wraparound Program.
8. The selected contractor will be responsible to measure outcomes and submit them to the Wraparound Steering Committee.
9. The county's IPC will approve referred child/youth and family and will meet quarterly to review the progress of the family's plan (bi-weekly during the six (6) months of implementation phase).

## **B. Wraparound Program Staff Training**

Stanislaus County has received the following training:

1. October 15, 2008 Wraparound Overview and SB 163  
CDSS staff and consultants provided background and general information about the Wraparound Program approach. This training was attended by Wraparound Steering Committee members.
2. December 17, 2008 Wraparound and Fiscal Overview  
CDSS staff and consultants provided the overview of Wraparound Program and fiscal information to the Directors of CSA, BHRS, and Probation. This training was also attended by the chair and co-chair of the Wraparound Steering Committee.
3. April 1, 2009 Fiscal Issues for Wraparound and SB 163

CDSS staff and consultants provided information regarding fiscal methodology and claiming. This training was attended by Wraparound Steering Committee members, fiscal staff from CSA, BHRS and Probation.

Training that is needed prior to implementation:

1. Wraparound Program and SB 163 overview – for a wide range of audience such as: staff, community partners, judges, court officers, CBO and selected contractor and selected contractor's staff.
2. Strength-Based Planning Process – for CSA, BHRS, Probation and SCOE staff participating in the Stanislaus County Wraparound Program and selected contractor's staff.
3. Facilitation Skills Building – for CSA, BHRS, Probation and SCOE staff participating in the Stanislaus County Wraparound Program and selected contractor's staff.
4. Parent/Family Program Development – County and selected contractor's program managers, direct service staff, family partners, youth partners.
5. Family Partners training – for partner agencies and parent partners.
6. Cross System Collaboration, Conflict Resolution, Decision-Making – for selected contractor and staff.
7. Program evaluation – selected contractor.
8. Community Resources Development – County and selected contractor.
9. Community Team and Oversight Support – Steering Committee

Future training (post implementation) to be scheduled as training needs are identified.

## **V. FISCAL CAPACITY**

CSA is partnering with BHRS, Probation and Health Services Agency (HSA) to establish and support the Wraparound Program. The Wraparound Steering Committee will initiate and develop interagency Memoranda of Understanding (MOU) to further clarify each partner's role, responsibility, and funding commitment. In addition, CSA will enter into an MOU with the California Department of Social Services (CDSS) to be authorized as a participating county in the Wraparound Program. The Wraparound Program plan and the above agreements will be presented to the county Board of Supervisors for approval.

In the beginning, SB163 funding will support the Wraparound Program process. The county will also identify all funding sources that may be available such as Early Periodic Diagnosis Screening and Treatment (EPDST), Medi-Cal, Title XIX, CalWORKs, Food Stamps, etc to leverage and maximize resources. Families will be linked with established services available in the community, as well as informal support systems.

CSA will be designated as the accounting/fiscal lead, maintaining overall responsibility for budgeting, reconciling and auditing of all Wraparound Program revenues and expenditures, including maintenance and tracking for the Wraparound Program contracted services with BHRS.

CSA will contract with BHRS to provide the Wraparound Program Services to the selected participants. BHRS, in partnership with the Wraparound Steering Committee and the county General Services Agency (GSA), will issue a Request for Proposal to sub-contract the Wraparound Program Services. Contracted services for Wraparound Program Services are expected to begin July 1, 2010, upon approval by the county Board of Supervisors.

If there are reinvestment funds available they will be utilized to expand services to eligible children with the same Wraparound Program plan goals as approved by the Wraparound Steering Committee.

## **VI. QUALITY MANAGEMENT**

### **A. Process Evaluation**

The Wraparound Steering Committee will meet monthly during the first six (6) months of implementation.

The county and the selected contractor will work collaboratively on process evaluation. The implementation process will be evaluated. The program progress will be evaluated annually. The strengths and areas for improvements will be analyzed on a regular basis to ensure continuous quality improvements. The process evaluation will look at the following domains:

1. Case plan  
Case plan must align with Wraparound Program values and philosophy. Case plan must identify family strengths, be family centered, include family needs as identified by the family, flexibility of services provided (time/location), comprehensive and complete across all life domains, include outcomes, strategies for success etc.
2. Family and Youth perspective  
The above perspective will be included in the review via interview or

survey where they can indicate if the services provided have been helpful, and have the core principles of care (family focused, culturally competent, strength-based, accessible, integrated, community-based, collaborative, accountable, universal, developmental appropriate and continuity of care)

3. Contractor/partner's perspective on collaboration  
The above perspective will be included in the review via interview or survey where they indicate the collaboration process, support provided, identify barriers and provide recommendations for improvement.
4. Selected Contractor  
The contract will include the county's monitoring process and program evaluation.

The Wraparound Program will be in alignment with the county's Self Improvement (SIP) goals, federal outcomes for children and youth in foster care, AB636 outcomes and the county's Mental Health Services Act Community Service Plan.

## **B. Outcome Evaluation**

Baseline outcomes will be developed as benchmark.

1. Experienced and competent staff will be hired, trained and retained by selected contractor at the following ratios: Social Worker 1:3 families, Family Specialist 1:3 families, Mental Health Clinician 1:3 families, Parent Partner 1:8 families.
2. A system for gathering and entering data is implemented.
3. Additional training for staff and selected contractor has been identified and completed.
4. Wraparound Steering Committee meets regularly to assess and evaluate the implementation phase.
5. Twelve (12) children/youth are receiving Wraparound Program Services.
6. Number of children/youth who receive Wraparound Program Services between August 2010 and January 2011 will successfully remain in their home, return to their home or be placed in a less restricted environment within their own community.

7. Number of the children/youth receiving Wraparound Program Services who completed the first phase of their case/treatment plan within six (6) months of services.

The following are being considered for outcome measurements:

1. Fiscal:
  - a. Cost effectiveness of the program.
  - b. Cost of being in Wraparound Program Services versus being in group home placement.
  - c. A quarterly fiscal management report will be prepared to include a return on investment calculation.
2. Program:
  - a. Cost effectiveness/prevention of placement in more restrictive environment.
    - Number of children not moving to a more restrictive environment.
    - Number of children moving into a less restrictive environment.
    - Length of stay in the Wraparound program versus the average stay in a more restrictive placement
  - b. Family functioning/permanency.
    - Number of successful reunifications (of all the children who started Wraparound Program while in out-of-home placement, what % were reunified/adopted/established guardianship/placed with relatives while receiving Wraparound Program Services)
    - Number that are no longer in Wraparound Program (of all the children who ended Wraparound Program while in out-of-home placement, what percent were reunified/ adopted/established guardianship/placed with relatives within twelve (12) months after Wraparound date)
  - c. Safety
    - Reoccurrence of maltreatment (of all the children who received Wraparound Program Services without reoccurrence of maltreatment (within first 6 months, one year, and two years after graduation from Wraparound)
    - (of all the children receiving Wraparound Program Services who do not have other substantiated allegations of abuse/neglect while receiving services)
    - (of all the children receiving Wraparound Program Services who did not have another offense (Probation) )

- d. Prevention of placements in more restrictive environments
  - of all the children who had more than two (2) placements during Wraparound Program Services or within twelve (12) months after the Wraparound Program end date, what percentage of children were placed in lower, same, or higher level of care?
- e. Improvement of emotional and behavioral adjustment
  - Capture the improvement on Developmental Asset Assessment at six (6) months, twelve (12) months and twenty-four (24) months. The expectation is a 20% improvement after the first 12 months.
  - Number of minors completing probation.
  - Number of minors completing probation without a new law violation.
  - Number of high risk minors completing probation.
  - Number of high risk minors completing probation without felony conviction.
- f. School attendance (school attendance records)
  - Capture school attendance prior to Wraparound Program and during Wraparound Program at six (6) months, twelve (12) months, and twenty-four (24) months.
- g. Academic Performance
  - Capture academic performance prior to Wraparound Program and during Wraparound Program at six (6) months, twelve (12) months, and twenty-four (24) months.
- h. Satisfaction surveys
  - A parent/caregiver satisfaction survey will be developed to measure satisfaction.
- i. Family Involvement
  - Capture result of Developmental Asset at six (6) months, twelve (12) months and twenty-four (24) months.

## **SECTION 2 – PROJECT PLANNING**

### **I. PROJECT PLANNING**

#### **A. Designation of Planning Process**

In October 2008, a workgroup was created for the purpose of developing the SB 163 Wraparound Program Plan. CSA took the lead in this endeavor. Agency partners serving children and families were invited to participate in this workgroup and to attend the initial overview of SB 163 Wraparound Program provided by CDSS staff and consultants. On October 15, 2008, the



overview of SB 163 was held at CSA attended by staff from CSA (Child and Family Services and Fiscal Division), BHRS, Probation, SCOE, and youth representatives.

The Wraparound Program Planning Committee is chaired by CSA's program and fiscal managers. The Committee, which meets on a regular basis, received additional training and consultation from CDSS and reviewed other counties' plans and programs.

The Committee shared the draft of the plan to community partners such as Family Resource Centers, Consumer Group, Interagency Resource Committee, Mental Health Board, and Child Abuse Prevention Council and received feedback. Their input was included in the plan. The community partners who are interested to join the steering committee will participate in the implementation process.

**B. Stakeholder Participation in Planning**

Key stakeholders were invited to participate in the planning process from the very beginning including the Directors of CSA, BHRS and Probation.

Outreach to various community organizations and community forums will be developed and scheduled to include other stakeholders in the implementation process.

**C. Continued Stakeholder Involvement and Commitment**

Stakeholders and community/family involvement will be encouraged and promoted. At various stages of planning, implementation and evaluation, the stakeholders, families and staff will be contacted with updates and will be asked for input about the process and the Wraparound Program as a whole.

**D. Planning Activities and Timelines/Projected Activities Subsequent Years**

**ACTIVITIES –PLANNING**

<b>Activity</b>	<b>Responsible Party</b>	<b>Date Due</b>	<b>Date Completed</b>
Identify main stakeholders, convene the planning group and request CDSS to do an overview of SB 163/ Wraparound Program	CSA	October 2008	October 15, 2008
Schedule meeting	CSA	December 2008	December 17,

CDSS and Directors of CSA, BHRS and Probation re: Wraparound overview			2008
Discuss, develop plan, complete first draft of the plan	Wraparound Planning Committee	January 2009- July 2009	November 2009
Submit Letter of Intent to CDSS	CSA Director-Christine Applegate	February 2009	February 2, 2009
Scheduled the Fiscal Training	CSA	April 2009	April 1, 2009
Meeting between CSA and BHRS fiscal staff re: Fiscal Plan	Terri Fidalgo, Kim Dysert, Bob Backlund, Vicki Pietz and Ron Gandy	Beginning of October 2009	October 2009
Submit draft of the plan to CDSS for review	CSA -Nenita Dean	October 2009	October 2009
Provide draft to Directors for review (CSA, Probation, BHRS) and comments	CSA, BHRS, Probation, SCOE	October 2009	October 2009
Finalize Plan incorporating feedback from Directors and CDSS	CSA -Nenita Dean and Terri Fidalgo (Chair)/Wraparound Planning Committee	November 2009	November 2009
Each Dept Head decides whether to take to their Executive Team for approval	CSA, BHRS, Probation, SCOE	November 2009	November 2009
Submit Plan to CDSS for approval	CSA	January 2010	March 2010
Submit Plan to BOS for approval	CSA	June 2010	
Complete MOU with partner agencies	CSA	July 2010- December 2010	
*Prepare RFP draft for Committee's review * Issue and conduct RFP * Evaluate proposal *, select contractor,	BHRS	July 2010 - December 2010	

* complete contract and submit to BOS for approval			
Implement vendor contract	CSA	January 1, 2011	
Implement contract with BHRS	CSA	January 1, 2011	

**YEAR ONE ACTIVITIES IMPLEMENTATION**

<b>Activity</b>	<b>Responsible Party</b>	<b>Date Due</b>	<b>Date Completed</b>
Sub Committee to begin the discussion on referral process	Phil Reilly Shannyn McDonald Carla Skiles Andrea Stepp Dave Chapman Robin Johnson	October 2009- December 2009	January 2010
Meet with the Judges, Commissioners, Deputy Council, Attorneys to share the approved plan	CSA, BHRS, Probation & SCOE Managers	February 2010	January 2010
Meet with other stakeholders	Wraparound Steering Committee	March 2010	January/February 2010
Mail invitation letter to other stakeholders	Wraparound Steering Committee	July 2010	
Finalize interagency contract between CSA and BHRS	CSA and BHRS	July 2010 – January 2011	
Develop and implement staffing and training plan, referral process and protocol.	Wraparound Steering Committee	August 2010	
Contractor hire staff	Contractor	January 2011	
Refer first cases	IPC	January 2011 –	

to IPC for review and final approval		March 2011	
Place first cases	CSA Probation/BHRS	January 2011	
Wraparound Review Committee (IPC)	IPC Team	January 2011- and will meet bi-weekly during the first 6 months of implementation. Monthly-after 6 months	
Wraparound Steering Committee Meeting (implementation phase)	Wraparound Steering Committee	January 2011- meet monthly during the first 6 months of implementation. Quarterly – after 6 months of implementation	
On-going Case review of current RCL 10-14 cases	CSA, BHRS, Probation & SCOE	February 2011	
Provide oversight and monitor implementation	Lead managers (CSA, BHRS, Probation and SCOE) and Wraparound Steering Committee	On-going	
Contract monitoring		On-going	

**YEAR ONE – TRAINING AND EDUCATION**  
**July 1, 2010 – June 30, 2011**

<b>Activity</b>	<b>Responsible Party</b>	<b>Date Due</b>	<b>Date Completed</b>
CDSS to provide on going support and technical assistance on Wraparound	Wraparound Steering Committee	January 2011 and on-going	
Schedule training for contractor,	Wraparound Steering	January 2011	

staff, foster parents and other stakeholders	Committee, CDSS		
Plan and implement training schedules for identified needed training	Wraparound Steering Committee	January 2011	

### **YEAR ONE ACTIVITIES - EVALUATION**

<b>Activity</b>	<b>Responsible Party</b>	<b>Date Due</b>	<b>Date Completed</b>
Develop a comprehensive plan to evaluate Wraparound Program	Wraparound Steering Committee	October – December 2010	
Identify data elements needed for CWS, BHRS, Probation & SCOE	CWS, BHRS, Probation & SCOE	October – December 2010	
Identify cases review format	Wraparound Steering Committee	October - December 2010	
Finalized evaluation system	Wraparound Steering Committee	December 2010	
Develop satisfaction tool/survey and tool to assess effectiveness of collaboration	Wraparound Steering Committee/Contracted Agency	January 2011	
Implement evaluation system	Wraparound Steering Committee	January 2011	

### **SUBSEQUENT YEAR ACTIVITIES**

<b>Activity</b>	<b>Responsible Party</b>	<b>Date Due</b>	<b>Date Completed</b>
Wraparound Steering Committee meeting	Wraparound Steering Committee Chair	On-going	
Assess	Wraparound	January 2011 and	

contractor's ability in implementing the Wraparound model	Steering Committee/BHRS	ongoing	
Assess family satisfaction	Contractors	June 2011 and December 2011	
Assess collaboration	Wraparound Steering Committee	June 2011 and December 2011	
Fiscal review	Oversight lead managers	June 2011 and December 2011	
Evaluation of outcomes and data collected	Wraparound Steering Committee	January 2012 * Annually	

## **II. CHANGE PROCESS**

### **A. County**

The county will invite public and private sector groups to work with the Wraparound Planning Committee and Lead Managers to oversee the process of change and the evolution of the county's Wraparound Program. On-going training and technical assistance/consultation will be utilized for these groups as a means of ensuring continual movement toward family-centered, strength-based practices. Children/youth and family will be involved in the development of the family plan and treatment plan. Parent Partners will use their experience and expertise to assist families with their family plan.

### **B. Community Team**

During the implementation phase, the Wraparound Planning Committee will include other community partners and CBO in the process. The Wraparound Planning Committee will become the Wraparound Steering Committee. This Committee will continue to meet regularly to assist the selected contractor to ensure that the services provided are in line with the Core Principles of the Wraparound Program. The Committee will also assist the selected contractor in developing community support and resources. The Oversight Team (Lead Managers) will meet as needed with the selected contractor to evaluate the implementation process and identify training needs. The selected contractor and community partners involved with the family will meet regularly with the family to evaluate progress.

## **SECTION 3 - WRAPAROUND PROGRAM CONTRACTOR**

### **I. WRAPAROUND PROGRAM CONTRACTOR REQUIREMENTS**

The county has yet to issue a Letter of Interest and a Request for Proposal (RFP). The target date to issue the Letter of Interest is January 2010 and the RFP process is to be completed by May 2010 for contract execution by July 1, 2010.

**A. Capacity and Experience**

It is a requirement that the selected contractor has extensive experience in providing strength-based, family centered services to children/youth and families in the community. The selected contractor must also have experience working with the target population – foster youth/probation youth in high level of care and 26.5 youth. The staff must be culturally competent, responsive and linguistically proficient to effectively address the needs of the county's diverse families. The selected contractor must have the ability to develop or identify a survey to measure collaboration and family/caregiver/youth satisfaction and conduct the survey every three (3) months during the first year of implementation and every six (6) months thereafter. The result of the survey must be reported to the Wraparound Steering Committee.

It is also a requirement that the selected contractor be able to start and operate the Wraparound Program on January 1, 2011 and have the capacity to expand the program.

The selected contractor is required to have a history of strong community partnership with both public and private sector and connections to community resources to be able to deliver individualized, community-based services to families. Additionally, the selected contractor must have the fiscal capacity to cover start up costs and the administrative capacity to handle billing, fiscal and data reporting requirements.

**B. Operations**

The selected contractor will perform the following operations and functions for the Wraparound Program:

1. Program
  - a. Provide intensive case management services.
  - b. Secure services from a network of providers and complete appropriate service authorizations and agreements.
  - c. Provide twenty-four (24) hour case management and emergency/crisis intervention.
  - d. Provide a family focused and strength-based approach and model of services to children/youth and families.

- e. Develop, coordinate and provide formal and informal support and community-based services.
  - f. Deliver consumer-friendly Wraparound Program Services where children/youth and families live, work and play.
  - g. Coordinate, select, convene and facilitate Child and Family Teams
  - h. Include the children/youth and family in the development of a family plan and services that include in-home family support, in-home family therapy and respite care.
  - i. Develop parent advocacy and support networks.
  - j. Develop work hours for staff that are flexible (non-traditional hours) to be available to meet with children/youth and families as needed.
  - k. Develop community resources as support to children/youth and family.
  - l. Hire experienced staff and provide needed training to achieve the Wraparound Program objectives.
  - m. Measure outcomes consistent to SB 163.
  - n. Participate in regular meetings with Oversight Lead Team and Wraparound Steering Committee.
  - o. Collect and report data and outcomes to Oversight Lead Team.
2. Fiscal

Fiscal staff will collaborate with CSA and BHRS to coordinate and develop the fiscal plan.

**C. Staff Resource and Training**

The selected contractor will hire and/or allocate staff to deliver Wraparound Program Services effectively and efficiently and manage the program as described in the RFP. The selected contractor will send a Wraparound Program trainer and parent partner to the CDSS sponsored Training for Wraparound Trainers.

The selected contractor must have the following staff resources to achieve the objectives of the Wraparound Program:



1. Wraparound Program Manager – responsible for managing the implementation of the Wraparound Program, developing community resources, formal and informal support, supervision of staff, fiscal services and program services.
2. Social Workers – provide assessment, intensive case management/crisis intervention/services/case planning to children/youth and families.  
Recommended staffing: 1 social worker: 1-3 families.
3. Family Specialists – assist the Social Worker in providing direct intervention/services such as: socialization and life skills, community referrals, positive role models and transportation.  
Recommended staffing: 1 Family Specialist: 3 families
4. Mental Health Clinicians – provide clinical assessment, crisis intervention, and therapeutic services. (The selected contractor will utilize the county's psychiatrist.)  
Recommended Staffing: 1 Mental Health Clinician: 1-3 families
5. Parent Partners – provide mentorship, family advocacy and support.  
Recommended staffing: 1 Parent Partner: 8 families
6. Administrative/Fiscal Staff – responsible for clerical functions, processing Medi-Cal and Medi-Care claims, State and other payor sources reimbursement.

#### **D. Fiscal Capacity**

The selected contractor will be a certified Medi-Cal provider and will provide administrative billing, technical assistance and reporting support for Medi-Cal billing for SB 163. The selected contractor's operational personnel will be responsible for complying with internal budget and fiscal management requirements of CSA and BHRS as required under the contract.

The selected contractor will have the fiscal capacity to support start-up costs and on-going operations. The selected contractor will work closely with CSA, BHRS, Probation and SCOE to best utilize and leverage State, Federal and county funds at the program level.

The selected contractor will have the fiscal responsibility for implementing SB 163 and accountability for operating within its budget. BHRS will be responsible for monitoring contract compliance. CSA will be responsible for tracking all costs and any savings from the reduction of out-of-home placement costs for reinvestment. The Wraparound Steering Committee will discuss and make recommendations to the Directors of CSA, BHRS, Probation and SCOE on how to use the reinvestment funds.

## **E. Quality Management**

Quality management will be the responsibility of the selected contractor. The RFP will require the selected contractor to include quality assurance processes that are appropriate for a clinical setting. The selected contractor will also be responsible to provide on-going data to accurately measure outcomes.

The selected contractor will work closely with the Oversight Lead Managers, Review Team and Wraparound Steering Committee in evaluating:

1. Cost effectiveness
2. Family functioning
3. Prevention of placements in more restrictive environments
4. Improvement of emotional and behavioral adjustments
5. School attendance
6. Academic performance
7. Parent/caregiver/youth satisfaction
8. Improvement in family involvement in planning
9. Maintaining Wraparound principles

The Wraparound Steering Committee will be responsible for the overall evaluation of the program.

## **SUMMARY**

Stanislaus County is committed to providing a Wraparound Program that is family focused, strength-based, culturally responsive, integrated and needs-driven. The county currently has strong partnerships with community agencies and will continue to enhance these partnerships and develop new ones. The implementation of the Wraparound Program will be an exciting endeavor for the county. The first year will be a time for learning, identifying needs and community resources, enhancing current strategies and developing new strategies to help children/youth and families.

AMENDMENT TO PROVIDER AGREEMENT

This Amendment is made and entered into on January 1, 2011, in the City of Modesto, State of California, by and between the County of Stanislaus, Behavioral Health and Recovery Services ("COUNTY") and Sierra Vista Child and Family Services ("CONTRACTOR"), a California Non-Profit Corporation.

WHEREAS, CONTRACTOR, in partnership with COUNTY, provides services to high risk children birth to five years of age and their families; and

WHEREAS, COUNTY has received additional funding to provide additional services; and

WHEREAS, COUNTY has requested and CONTRACTOR has agreed to provide the additional services; and

WHEREAS, Section 27 of the Agreement allows the contract to be amended; and

NOW, THEREFORE, effective January 1, 2010, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the Agreement, which was entered into on July 1, 2010 is amended to increase the Agreement maximum amount by \$105,000, from \$497,497 to \$602,497 and to include additional services. These changes are incorporated into the Agreement, as follows:

- I. Exhibit A is deleted in its entirety and replaced with the attached revised Exhibit A.
- II. All other terms and conditions of said Agreement shall remain in full force and effect.

In witness whereof, the parties have executed this Amendment on the day and year as written above.

COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES

SIERRA VISTA CHILD AND FAMILY  
SERVICES

*Denise C. Hunt*

Denise C. Hunt, RN, MFT  
Behavioral Health Director  
APPROVED AS TO CONTENT:

*Judy Kindle*

Judy Kindle  
Executive Director

*Adrian Carroll*

Adrian Carroll, MFT  
Chief, Children's & TAY System of Care

*for*

APPROVED AS TO FORM:  
John P. Doering, County Counsel

*Vicki Fern de Castro*

Vicki Fern de Castro  
Deputy County Counsel

BOS Action Item: 2010-767, December 21, 2010

**HIGH RISK CHILDREN BIRTH TO FIVE YEARS AND THEIR FAMILIES**

**A. SERVICES**

1. CONTRACTOR shall provide the following services to reduce symptoms of emotional and behavioral problems in children and expand the community's capacity to provide for children 0-5 and their families:
  - 1.1 Mental health services to high-risk children, ages zero (0) to five (5) with an emphasis on children ages four (4) through five (5) and their families, including uninsured.
  - 1.2 Case management services including linkage with other support networks;
  - 1.3 Parent Education and Support Program for families with children in affiliated Child Care Sites;
  - 1.4 Structured parent/child relationship based interventions to mitigate the impact of trauma;
  - 1.5 Parent Mentor In-home support to families in need of stabilizing their environment;
  - 1.6 Childcare consultation to include , training and consultation to childcare providers in Stanislaus County;
  - 1.7 Focus on school readiness programming and consultation as well as coordination between early education and formal education.
  - 1.8 Focus on consultation with Family Resource Centers. Establish a lead with a minimum of three (3) Family Resource Centers.
2. CONTRACTOR shall work to increase the competence and confidence of center and home based day care providers in working with children with social emotional difficulties focusing on school readiness and family involvement.
3. CONTRACTOR shall develop and deliver, through collaboration with COUNTY, training, technical assistance, and programmatic consultation on specialized child development to a minimum of 31 childcare providers.
4. A minimum of 125 children and their families shall receive direct clinic services.
5. A full infant to kindergarten assessment will be completed using the DSM-4 and the DCO-3. Contractor will meet with BHRS - Stanislaus County on quarterly basis to review 10 assessments.
6. A minimum of 138 children shall be directly served in the Child Care Consultation Portion of the program.
7. Contractor and BHRS staff providing childcare consultation will meet six times during the fiscal year in order to share resources and discuss best practices.
8. A minimum of 111 parents shall be directly served in the Child Care Consultation Portion of the program.
9. CONTRACTOR shall provide the following services at Core Four Sites, which

include Chatom Union, Keyes Union, Newman-Crows Landing Unified, Patterson Unified, Riverbank Unified, Turlock Unified and Waterford Unified School Districts, Family Resource Centers (FRC), Healthy Start, Early Head Starts, Head Start sites and high schools with early education centers and private, non-profit CBO sites:

- 9.1 Partner with Core Four sites to identify children and families who are functioning at their fullest potential and identify those children and families with behavioral health challenges.
  - 9.2 Identify those families who are struggling with the impact of poverty, abuse and lack of adequate parenting skills. These have been identified as core challenges by the National School Readiness Indicators Initiative.
  - 9.3 Provide behavioral health screenings and services at school sites, partner sites and in family homes.
  - 9.4 Refer children to appropriate agencies providing behavioral health services.
  - 9.5 Screen and refer children for specialized developmental screening through Valley Mountain Regional Services and designated school sites.
  - 9.6 Provide behavioral health services to the families of children 0-5.
  - 9.7 Provide parenting and social skills classes and consult with existing dyadic family classes at Core Four sites and other partner sites.
  - 9.8 Provide consultation, training and mentoring in order to provide supports to families and early education providers on behalf of healthy relationships in children.
10. All Medi-Cal beneficiaries shall receive the same level of service provided to all other clients served by CONTRACTOR. This requirement is a condition for reimbursement for specialty mental health services.
  11. CONTRACTOR's services shall reflect the core values of the COUNTY's CSOC as identified in Exhibit D.
  12. Data requirements are outlined in Exhibit E. It is expected that CONTRACTOR will comply with additional outcomes, if requested by COUNTY and Children & Families Commission.
  13. A summary of the data compiled from the questionnaires and surveys required will be included in the six (6) month and annual program reports.
  14. CONTRACTOR shall partner with the State Proposition 10 Commission and County to develop and refine additional outcome instruments, as necessary.
  15. CONTRACTOR shall include Family Resource Center activity on its report to the Commission, six-month program report, annual report, and at contract monitoring meetings.

**B. OUTCOMES**

1. It is expected that:

- 1.1 70% of participating children will show improvement in presenting mental health problems utilizing valid measurement tools including pre-post tests, surveys and clinician/parent questionnaires;
  - 1.2 75% of participating parents will report improvement in their relationship with their child;
  - 1.3 70% of participating families will show a reduction in risk factors for abuse and neglect utilizing valid measurement tools;
  - 1.4 70% of children will demonstrate improvement in behavior within day care and social environments;
  - 1.5 70% of day care providers will report improved skills in working with difficult children;
  - 1.6 70% of day care providers will report improvement in skills, confidence, and job satisfaction in working with children with social emotional difficulties;
  - 1.7 70% of sites will report a reduction of children leaving the site due to difficulties with behavioral management;
  - 1.8 80% of day care providers will report positive skill gains from training programs provided; and
  - 1.9 80% of parents will report positive skill gains from training programs provided.
2. It is expected that an overall positive response on consumer satisfaction surveys administered by CONTRACTOR will be equal to or greater than COUNTY responses by CONTRACTOR through this Agreement and staff of the referring agencies.
  3. It is expected that assessments are done within fourteen (14) days of referral. It is expected that treatment be provided within thirty (30) days of assessment. CONTRACTOR shall have a system which tracks this data and that is accessible by COUNTY for review.

**C. BILLING AND PAYMENT**

1. In consideration of CONTRACTOR's provision of services required under this Agreement, County shall reimburse CONTRACTOR for costs associated with operating the program, not to exceed the Agreement maximum of \$507,997 (GL 5118040) for salaries, benefits and operating expenses identified in the Operating Budget during the term of this Agreement.
2. COUNTY shall reimburse CONTRACTOR monthly at the rate of one-twelfth of the Agreement maximum amount of \$497,497 for the time period of July 1, 2010 through December 31, 2010. Effective January 1, 2011 the Agreement maximum amount is increased to \$602,497.
3. CONTRACTOR shall provide COUNTY a quarterly report of actual expenditures for quarters one, two and three of the fiscal year, all due on the 15<sup>th</sup> of the following month, along with a projection of annual expenditures. In the event projected annual expenditures are less than the Agreement maximum amount, the monthly rate may be adjusted as agreed between both parties by amendment.
4. Following submission of CONTRACTOR's cost report, COUNTY and CONTRACTOR shall settle to CONTRACTOR's actual cost in January 2012, not

to exceed \$602,497 for fiscal year 2010-2011.

5. CONTRACTOR shall be reimbursed through the following funding sources:  
Stanislaus County Children and Families Commission and Proposition 10.

**D. DUPLICATE COUNTERPARTS**

The Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by all parties.