

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

DEPT: Behavioral Health And Recovery Services

BOARD AGENDA # \*B-4

Urgent  Routine

AGENDA DATE December 16, 2014

CEO Concurs with Recommendation YES  NO   
(Information Attached)

4/5 Vote Required YES  NO

SUBJECT:

Approval to Enter a Provider Agreement with ASPIRAnet, a California Non-Profit Corporation, for the Provision of Stanislaus County California Wraparound Program Services as a Result of a Request for Proposal Process

STAFF RECOMMENDATIONS:

1. Approve an agreement for the provision of Stanislaus County California Wraparound Program Services with ASPIRAnet, a California Non-Profit Corporation, as a result of a Request for Proposals process for Stanislaus County California Wraparound Program Services.
2. Authorize the Behavioral Health Director, or her designee, to sign the agreement, and any amendments thereto, with ASPIRAnet to provide Stanislaus County California Wraparound Program Services.

FISCAL IMPACT:

The term of the proposed agreement with ASPIRAnet is January 1, 2015 through June 30, 2017. The amount of the contract will not exceed \$3,655,852 for the term of the contract. Behavioral Health and Recovery Services included funding in the amount of \$731,171 in its 2014-2015 Operating Budget for the first six months (January 1 through June 30, 2015) of the agreement. The budget for the remainder of the contract award through June 30, 2017 will be included in the Department's subsequent year budget submissions.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2014-630

On motion of Supervisor Withrow, Seconded by Supervisor Monteith  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, Monteith, and Chairman De Martini

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST: Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

**FISCAL IMPACT: (Continued)**

<b>Fiscal Year</b>	<b>Budgeted Amount</b>
01/01/15 to 06/30/15	\$731,171
07/01/15 to 06/30/16	\$1,462,341
07/01/16 to 06/30/17	\$1,462,340
<b>Total</b>	<b>\$3,655,852</b>

Approval of the recommended agreement has no impact to the County General Fund.

**DISCUSSION:**

On April 15, 2008, a letter was issued by the California Department of Social Services (CDSS) to Stanislaus County Community Services Agency (CSA) indicating CDSS's responsibility for the implementation of Senate Bill (SB) 163 Wraparound as directed by Mental Health Services Act (MHSA) which requires all counties to implement Wraparound services pursuant to Welfare and Institutions Code (WIC) Section 18250 or provide substantial evidence that it is not feasible in the county. Wraparound is defined as community-based intervention services that emphasize the strengths of the child and family and includes the delivery of coordinated, highly individualized, unconditional services to address the needs and achieve positive outcomes in their lives.

In October 2008, a Wraparound Committee was formed with representatives from County Departments including Community Services Agency (CSA), Behavioral Health and Recovery Services (BHRS), Probation, and community partners including Stanislaus County Office of Education (SCOE), Family Resource Centers, Youth Advisory Council, Consumer Organizations, Juvenile Court Commissioners and attorneys and others, to determine and recommend the best Wraparound approach in Stanislaus County.

The Wraparound Committee developed the Stanislaus County California Wraparound Plan and, on March 2, 2010, CSA received approval from CDSS to implement the Stanislaus County Wraparound Program. On June 29, 2010, the Board of Supervisors approved the County Wraparound Plan and authorized the County's General Services Agency to issue an RFP with Behavioral Health and Recovery Services as the lead agency. On November 5, 2010, a qualified community partner, ASPIRAnet, was awarded the first Stanislaus County California Wraparound Program Services contract, effective January 1, 2011 through December 31, 2014. This contract was approved on December 21, 2010 (2010-767) by the Board of Supervisors.

Due to the current contract expiring on December 31, 2014, BHRS received Board of Supervisor approval on July 15, 2014 to issue a Request for Proposal (RFP) to select a

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contractor to continue Stanislaus County California Wraparound Program Services on January 1, 2015.

The General Services Agency – Purchasing Division (GSA), in collaboration with BHRS developed Request for Proposal #14-45 SS Wrap Around Program (“RFP”). The RFP was issued on August 20, 2014 and sent electronically to 773 vendors, 52 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on September 4, 2014 and 4 vendors were in attendance. The RFP closed on October 9, 2014 and GSA Purchasing received completed responses from the three (3) vendors listed below:

- ASPIRAnet, of Modesto, California;
- Mental Health Systems of San Diego, California; and
- EMQ Families First of Sacramento, California

All of the proposers met the minimum qualifications set forth in Phase I of the Evaluation Phase, which included a financial review. A committee of five (5) evaluators was selected to further evaluate the proposals. The Evaluation Committee was comprised of representatives from the County’s Behavioral Health & Recovery Services, Community Services Agency and Probation Departments.

The Evaluation Committee completed Phase II, which consisted of a review and evaluation of each proposer’s qualification proposal and proposed budget. The RFP proposals were evaluated using the following criteria with the corresponding total number of available points in each:

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
Capacity and Experience	20
Program Operations	20
Budget Justification	25
Outcomes/Impact of Wraparound Services	35
Total Points Available	100

The scores of each member of the Evaluation Committee were averaged to determine the actual Phase II score for each finalist.

The award of the contract was made to the vendor whose proposal best met the criteria set forth in the RFP and provides the best value to the County, with price and all other factors considered. The Evaluation Committee scores are as follows:

	Total Available	ASPIRAnet	EMQ Families First	Mental Health Systems
Phase II Total	100	86	74	55

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As shown above, ASPIRAnet received the highest score of 86 of a possible 100 points. On November 6, 2014, GSA Purchasing issued a Notice of Award to ASPIRAnet, along with Notice of Non-Award letters to EMQ Families First and Mental Health Systems. No letter of protest was received during the five-day protest period of the RFP process.

The proposed agreement with ASPIRAnet has a term beginning of January 1, 2015 and ending June 30, 2017, with two optional one-year renewal terms.

**POLICY ISSUE:**

Approval of the recommended actions ensures the County is in compliance with the Welfare and Institutions Code, and supports the Board of Supervisors' priorities of A Healthy Community, Effective Partnerships and Efficient Delivery of Public Services by contracting with a community provider to deliver the needed services at an appropriate level of service in a cost effective manner.

**STAFFING IMPACT:**

Existing Behavioral Health and Recovery Services staff is available to support this contract at current service levels. In the future, should the service level demand increase, the Department will analyze available options and return to the Board of Supervisors for consideration of any necessary staffing changes.

**CONTACT PERSON:**

Madelyn Schlaepfer, Ph.D., Behavioral Health Director      (209) 525-6225



**PROVIDER AGREEMENT**

**BETWEEN**

**STANISLAUS COUNTY**

**BEHAVIORAL HEALTH AND RECOVERY SERVICES**

**AND**

**ASPIRANET**

**WRAPAROUND PROGRAM**

**JANUARY 1, 2015 – JUNE 30, 2017**

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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**, a California Non-profit Corporation with its principal place of business identified in **Section 23**, hereinafter referred to as “**CONTRACTOR**”, effective the date of the last signature, for and 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), which 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 because they need a higher level of care, services and supervision due to behavioral or mental issues. Providing Wraparound Program Services means that the identified children/youth will be able to return home and receive services in a less restrictive environment;

**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;

**WHEREAS**, this Agreement was awarded to CONTRACTOR as a result of Request for Proposal (RFP) # 14-45-SS.

**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, such as 42 CFR § 438.6(d) (3) and (4), 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 exhibit(s).
- 4.2 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.
- 4.3 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 Electronic Health Record (EHR).
- 4.4 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.
- 4.5 Payment by COUNTY to CONTRACTOR shall be payment in full for services provided.
- 4.6 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.

- 4.7 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.
- 4.8 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.
- 4.9 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 Health Care Services (DHCS) 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 Equity and Social Justice Committee (CESJC).
- 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, CONTRACTOR's 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 § 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 California Department of Health Care Services (DHCS) 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 provide a corrective action plan when requested and 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 Department or Auditor General for a period of three years after final payment under contract (Government Code, § 8546.7).
- 12.7 CONTRACTOR shall allow the Department, DHCS, HHS, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Agreement, and to inspect, evaluate, and audit any and all books, records, and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time during normal business hours. Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this contract including working papers, reports, financial records and books of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services for beneficiaries. Upon request, at any time during the period of this Agreement, the Contractor shall furnish any such record, or copy thereof, to the Department, DHCS, or HHS. Authorized agencies shall maintain the confidentiality of such books and records in accordance with applicable laws and regulations.
- 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 Electronic Health Record (EHR). 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 California Department of Health Care Services (DHCS), 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 a six (6) month program report electronically to the following e-mail address: [contracts@stanbhhs.org](mailto:contracts@stanbhhs.org) by February 15 of each year. 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 electronically to the following e-mail address: [contracts@stanbhhs.org](mailto:contracts@stanbhhs.org) by September 30th 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 CONTRACTOR's staff language and ethnicity as of the payroll period ending closest to December 1<sup>st</sup>. This report shall be submitted electronically to BHRS Contract Services by December 31 of each year to the following e-mail address: [contracts@stanbhhs.org](mailto:contracts@stanbhhs.org).
- 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 Electronic Health Record (EHR). 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 Electronic Health Record (EHR).
- 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, California Department of Health Care Services (DHCS), 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 California Department of Health Care Services (DHCS), or any of their deputies.
- 19.3 CONTRACTOR shall have an audit conducted by an independent auditing firm that shall be executed, if applicable, to comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133. 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: Aspiranet  
Attention: Vernon Brown, Executive Director  
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 only 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 of 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, 2015, and continue through June 30, 2017. 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.

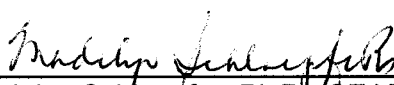
**35. SURVIVAL**

Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 4, "Billing and Payment", Paragraph 9, "Confidentiality and Information Security", Paragraph 12, "Records", Paragraph 21, "Indemnification", Paragraph 30, "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) shown below.

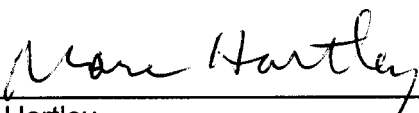
**COUNTY OF STANISLAUS  
BEHAVIORAL HEALTH AND  
RECOVERY SERVICES**

**ASPIRANET**

  
\_\_\_\_\_  
Madelyn Schaefer, Ph.D. CEAP      Date  
Behavioral Health Director      12-18-2014

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

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

  
\_\_\_\_\_  
Marc Hartley  
Deputy County Counsel

BOS Item Number: 2014-630 , December 16, 2014

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Notwithstanding any other provision of this Agreement, the following clauses shall remain in full force and effect and shall survive the expiration or termination of this Agreement: Paragraph 4, "Billing and Payment", Paragraph 9, "Confidentiality and Information Security", Paragraph 12, "Records", Paragraph 21, "Indemnification", Paragraph 30, "Assignment".

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) shown below.

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

**ASPIRANET**

\_\_\_\_\_  
Madelyn Schlaepfer, Ph.D., CEAP      Date  
Behavioral Health Director

 12/4/14  
\_\_\_\_\_  
Vernon Brown, MPA      Date  
Chief Executive Officer

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

\_\_\_\_\_  
Marc Hartley  
Deputy County Counsel

BOS Item Number: 2014-630      December 16, 2014

## Wraparound Program

### 1. SERVICES

- 1.1 CONTRACTOR shall provide Wraparound Program services to eligible children/youth and families who are currently placed in Rate Classification Level (RCL) 10-14 group homes and/or are at risk of placement in a RCL 10-14 group home.
- 1.2 CONTRACTOR shall provide services in accordance with the Stanislaus County California Wraparound Plan, hereby incorporated into the Agreement as Exhibit E.
- 1.3 CONTRACTOR shall hire, train and retain experienced and competent staff at the ratios specified in Contractor's proposal to RFP 14-45-SS.
- 1.4 All services provided by CONTRACTOR and the manner in which services are to be provided are more particularly set forth in COUNTY's Request for Proposal #14-45-SS; the CONTRACTOR's responding proposal, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"). All of the foregoing documents, as may be applicable, together with this Agreement, comprise the contract and all services provided hereunder shall be provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in this Agreement, those set forth in the RFP, and those set forth in Exhibit A, then in such case, the terms and conditions shall control in this order: 1<sup>st</sup>, Exhibit A, 2<sup>nd</sup>, this Agreement, and 3<sup>rd</sup> the RFP.

### 2. PERFORMANCE OUTCOMES

- 2.1 CONTRACTOR is expected to serve an average of twenty-two (22) service allocation slots, as follows:
  - 2.1.1 Twelve (12) Foster Care (FC) service slots
  - 2.1.2 Six (6) Adoption Assistance Program (AAP) service slots
  - 2.1.3 Four (4) Intensive Family Maintenance (FM) service slots
- 2.2 CONTRACTOR is expected to participate in regular meetings, including, but not limited to, the Oversight Lead Team and Wraparound Steering Committee meetings.
- 2.3 CONTRACTOR is expected to work closely with the Oversight Lead Managers, Review Team and Wraparound Steering Committee in reporting, monitoring and evaluating the following areas:
  - 2.3.1 Cost effectiveness
  - 2.3.2 Family functioning
  - 2.3.3 Prevention of placements in more restrictive environments
  - 2.3.4 Improvement of emotional and behavioral adjustments
  - 2.3.5 School attendance
  - 2.3.6 Academic performance
  - 2.3.7 Parent/caregiver/youth satisfaction

- a. Improvement in family involvement in planning
  - b. Maintaining Wraparound principles
- 2.4 CONTRACTOR is expected to utilize the Wraparound Fidelity Assessment System (WFAS) to assist monitoring for compliance and adherence to program philosophy.

**3. BILLING AND PAYMENT**

3.1 COUNTY shall reimburse CONTRACTOR for services delivered under the terms of this Agreement through the following funding source(s): 2011 Realignment, 1991 Realignment and Medi-Cal funds.

3.2 In consideration of CONTRACTOR's provision of services required under this Agreement, COUNTY shall reimburse CONTRACTOR an amount not to exceed the Contract Maximum of \$3,655,852.50 (GL 5123090) for salaries, benefits and other operating costs, for the entire term of this Agreement, as listed below:

Fiscal Year	FC (12)	AAP (6)	FM (4)	Total Amounts
01/01/15-06/30/15	\$416,666.50	\$207,982	\$106,522	\$731,170.50
07/01/15-06/30/16	\$833,333	\$415,964	\$213,044	\$1,462,341
07/01/16-06/30/14	\$833,333	\$415,964	\$213,044	\$1,462,341
Total Amounts	\$2,083,332.50	\$1,039,910	\$532,610	\$3,655,852.50

3.3 The monthly invoice shall be equal to the monthly program costs for delivering all the services required by this Agreement. The CONTRACTOR shall provide a monthly expenditure report to accompany the invoice in support of the program costs on the invoice. CONTRACTOR shall submit invoices and expenditure reports electronically to [abhrs@stanbhhs.org](mailto:abhrs@stanbhhs.org), or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services (BHRS)  
 800 Scenic Drive, Building 4  
 Modesto, CA 95350  
 Attention: Accounts Payable

3.4 COUNTY shall reimburse CONTRACTOR for any undisputed invoices, which COUNTY and CONTRACTOR agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt. CONTRACTOR agrees that the monthly invoice represents an estimate of the actual program costs and not a final settlement for the costs of delivering the services under the terms of this Agreement. CONTRACTOR understands that the maximum amount to be paid by the COUNTY during the term of this Agreement is \$3,655,852.50. CONTRACTOR shall manage the program operations and program costs to insure the provision of services for the full term of this Agreement.

3.5 CONTRACTOR is expected to generate a minimum of \$1,267,820 in Medi-Cal Federal Financial Participation (FFP) for the entire term of this Agreement, which is in part the basis for funding this Agreement, as listed below. The Net County Cost for the provision of services under the terms of this Agreement shall be \$2,388,032.50, which is calculated by subtracting the FFP of \$1,267,820 from the Contract Maximum of \$3,655,852.50. COUNTY acknowledges that unfilled service allocation slots may reduce the amount of FFP generated by CONTRACTOR.

FFP Requirement By Fiscal Year	FC (12)	AAP (6)	FM (4)	Total Amounts
01/01/15-06/30/15	\$148,070	\$73,910	\$31,584	\$253,564
07/01/15-06/30/16	\$296,140	\$147,820	\$63,168	\$507,128
07/01/16-06/30/14	\$296,140	\$147,820	\$63,168	\$507,128
Total Amounts	\$740,350	\$369,550	\$157,920	\$1,267,820

- 3.6 FFP revenue projections are based on year to date actual, approved and authorized Medi-Cal units of service. Actual and projected FFP revenue shall be reviewed at regular monitoring meetings by COUNTY and CONTRACTOR during the term of this Agreement. In the event the FFP revenue projected through the term of this Agreement does not meet the budgeted amount necessary to support the program expenditures, CONTRACTOR shall submit a plan to increase the FFP revenue or reduce the operating costs of delivering the services required in this Agreement.
- 3.7 CONTRACTOR shall submit an annual Cost Report to COUNTY upon request from the COUNTY, generally in November for the previous Fiscal Year. COUNTY shall settle to the CONTRACTOR's actual costs of delivering the services during the term of this Agreement in approximately January of each year. The COUNTY and CONTRACTOR shall agree that the approved units of service from the COUNTY Electronic Health Record and actual program costs are the actual services and costs used for purposes of this agreement and final cost report settlement. Settlement is limited to the Contract Maximum and is also limited to the Net County Cost after applying the FFP revenue.
- 3.8 CONTRACTOR shall be at risk for shortfalls in FFP revenue and is therefore accountable for submitting/entering services that are eligible for reimbursement into the COUNTY Electronic Health Record (EHR).
- 3.9 Service allocation slots in this Agreement shall be interpreted to mean the average daily number of clients receiving services under the terms of this Agreement. 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.

#### 4. DUPLICATE COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

**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 BHRM 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 BHRM Officer, postmarked within thirty (30) calendar days of the discovery of the breach to the address below:
- BHRM 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 BHRM Privacy Officer shall report the violation to the DCHS Information Security Officer of the California Department of Health Care Services (DHCS).
- 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 California Department of Health Care Services' (DHCS) 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 California Department of Health Care Services (DHCS) 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 California Department of Health Care Services' (DHCS) Action Complaint Process.
  3. Notice of Complaint Process: The County and all subcontractors shall, subject to the approval of the California Department of Health Care Services (DHCS), 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 California Department of Health Care Services (DHCS).
- C. The County and any subcontractor will furnish all information and reports required by the California Department of Health Care Services (DHCS) 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, 1997, 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

STANISLAUS COUNTY  
California - Wraparound Plan

REVISED NOVEMBER 2014

Stanislaus County Community Services Agency  
Stanislaus County Behavioral Health and Recovery Services  
Stanislaus County Probation Department

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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, and Probation Department (Probation) 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,

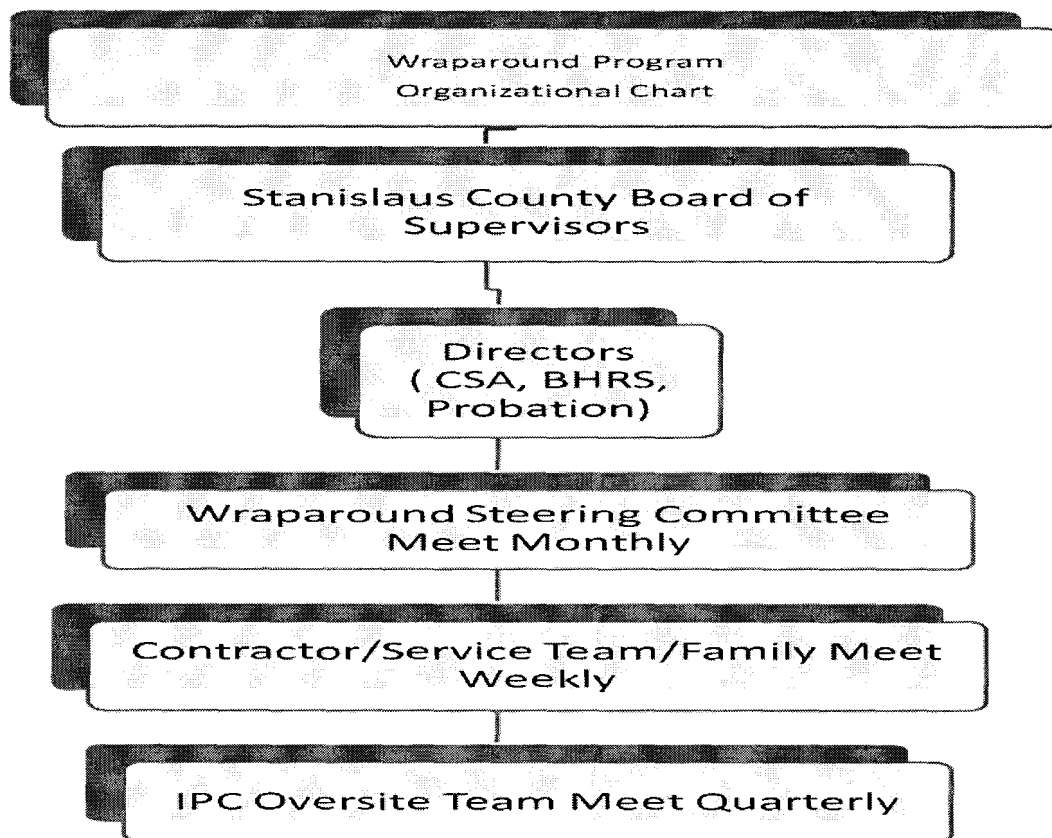
(provision of services to handicapped children), Lifelong Connections, Child Welfare Services, and the Kinship program.

**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, and Probation. 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, and Probation. 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, 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.





Legend: CSA – Community Services Agency  
 BHRS – Behavioral Health Recovery Services

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 BHRS 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 BHRS 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, 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. 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 is currently, or who may be, placed in a group home which is licensed by the State at a RCL of 10 or higher.
3. 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:

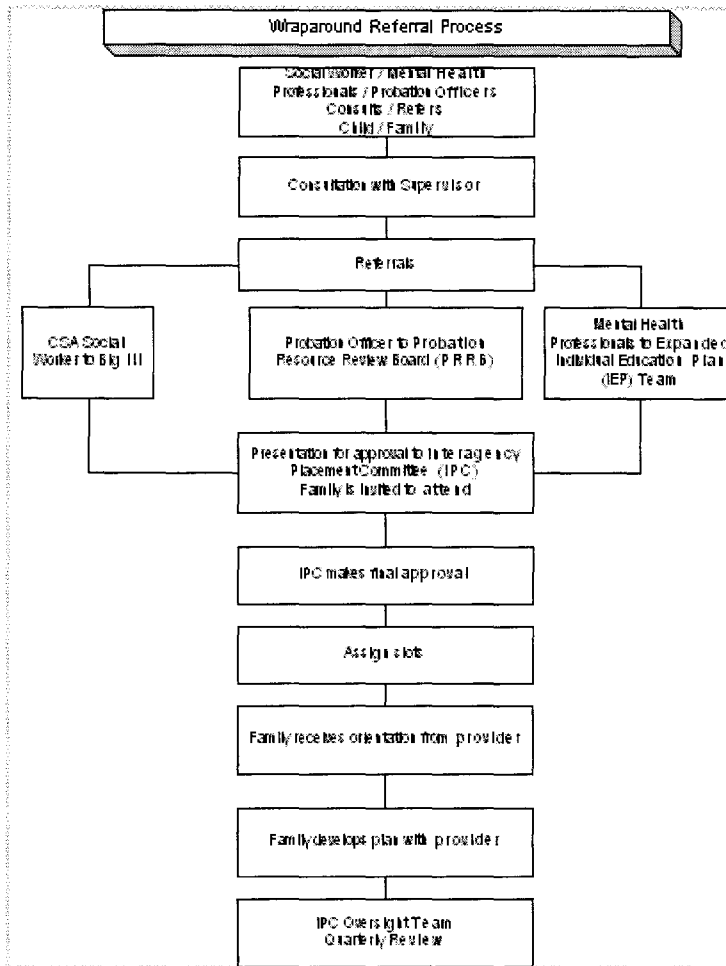
1. The child or youth is a dependent of the Juvenile Court or delinquent ward of the court or an AAP child.
2. The youth is currently in RCL 10-14 group home placement, or is at Risk of RCL 10-14 placements because at least one (1) of the following criteria are met:
  - a. Lower level services are not 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 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. Collaborate with County in the implementation and utilization of the “Child and Adolescent Needs and Strengths (CANS)” with the client and family 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. 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.
- j. 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 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
    - Number of Wrap graduates and unplanned discharge (with identifying reason for discharge- added 2014)
  - 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)
      - Number of successful completion of all children in AAP who started Wrap, what % prevented disruption of adoption (added 2014).
      - Of all the families in Family Maintenance (FM) who completed Wraparound, what % completed FM case plan (Added 2014).
  - 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 CDSS and Directors of CSA, BHRS and Probation re: Wraparound overview	CSA	December 2008	December 17, 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, * complete contract and submit to BOS for	BHRS	July 2010 - December 2010	

Exhibit E

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 to IPC for review and final approval	IPC	January 2011 – 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, staff, foster parents and other stakeholders	Wraparound Steering Committee, CDSS	January 2011	
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 contractor's ability in implementing the Wraparound model	Wraparound Steering Committee/BHRS	January 2011 and 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	
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## **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 high risk families.. 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 during and after the completion of their participation. 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.
7. Youth Partner – provide mentorship to youth.

**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, and Probation 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, and Probation 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.

## Exhibit F

### **Department of Health Care Services Mental Health Act Additional Terms and Conditions**

To the extent the funds provided by the Department of Health Care Services (DHCS) are used under the Mental Health Act, the following terms of this Exhibit are used and apply:

#### **1. Service, Administrative and Operational Requirements**

A. Contractor shall have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the contractor offers services to non-Medi-Cal beneficiaries. If the Contractor only serves Medi-Cal beneficiaries, the Contractor shall offer hours of operation that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered.

#### **2. Provider Selection and Certification**

A. Contractor shall comply with provisions of 42 C.F.R. §§ 455.104, 455.105, 1002.203, 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

B. Contractor shall comply with provisions of 42 C.F.R. § 438.214, which relates to the implementing of written policies and procedures for selection and retention of providers.

#### **3. Requirements for Day Treatment and Day Rehabilitation**

If the services to be delivered under the terms of this agreement include day treatment intensive or day rehabilitation, the CONTRACTOR shall have a written description of the day treatment intensive and/or day rehabilitation program that complies with the following:

A. Contractor shall request payment authorization for day treatment intensive and day rehabilitation services in advance of service delivery under the following conditions:

- 1) Day treatment or day rehabilitation will be provided for more than five days a week;
- 2) At least every three months for continuation of day treatment intensive;
- 3) At least every six months for continuation of day rehabilitation;

4) Request authorization for mental health services, as defined in Cal. Code Regs. Tit. 9, §1810.227, provided concurrently with day treatment or day rehabilitation, excluding services to treat emergency and urgent conditions as defined in Cal.Code Regs., Tit.9, §1810.216 and §1810.253. These services shall be authorized with the same frequency as the concurrent day treatment intensive or day rehabilitation services.

B. Contractor shall assure that the advance payment authorization function does not include staff involved in the provision of day treatment intensive, day rehabilitation services, or mental health services provided concurrent to day treatment intensive or day rehabilitation services.

C. Contractor shall meet the requirements of Cal.Code Regs. Tit. 9, § §1840.318, 1840.328, 1840.350 and 1840.352

D. Contractor shall include, at a minimum, the following day treatment intensive and day rehabilitation service components:

1) *Community meetings*. These meetings shall occur at least once a day to address issues pertaining to the continuity and effectiveness of the therapeutic milieu, and shall actively involve staff and beneficiaries. Relevant discussions items include, but are not limited to: the day's schedule, any current event, individual issues that beneficiaries or staff wish to discuss to elicit support of the group and conflict resolution. Community meetings shall:

2) For day treatment intensive, include a staff person whose scope of practice includes psychotherapy;

a) For day rehabilitation, include a staff person who is a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, and a registered nurse, psychiatric technician, licensed vocational nurse or mental health rehabilitation specialist.

b) *Therapeutic milieu*. This component must include process groups and skill-building groups. Specific activities shall be performed by identified staff and take place during the scheduled hours of operation of the program. The goal of the therapeutic milieu is to teach, model and reinforce constructive interactions involving beneficiaries in the overall program. For example, beneficiaries are provided with opportunities to lead community meetings and to provide feedback to peers. The program includes behavior management interventions that focus on teaching self-management skills that children, youth, adults and older adults may use to control their own lives, to deal effectively with present and future problems, and to function well with minimal or

no additional therapeutic intervention. Activities include, but are not limited to, staff feedback to beneficiaries on strategies for symptom reduction, increasing adaptive behaviors, and reducing subjective distress.

c) *Process groups*. These groups, facilitated by staff, shall assist each beneficiary to develop necessary skills to deal with his/her problems and issues. The group process shall utilize peer interaction and feedback in developing problem-solving strategies to resolve behavioral and emotional problems. Day rehabilitation may include psychotherapy instead of process groups, or in addition to process groups.

d) *Skill-building groups*. In these groups, staff shall help beneficiaries identify barriers related to their psychiatric and psychological experiences. Through the course of group interaction, beneficiaries identify skills that address symptoms and increase adaptive behaviors.

e) *Adjunctive therapies*. These are therapies in which both staff and beneficiaries participate. These therapies may utilize self-expression, such as art, recreation, dance, or music as the therapeutic intervention. Participants do not need to have any level of skill in the area of self-expression, but rather be able to utilize the modality to develop or enhance skills directed toward achieving beneficiary plan goals. Adjunctive therapies assist the beneficiary in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Adjunctive therapies provided as a component of day rehabilitation or day treatment intensive are used in conjunction with other mental health services in order to improve the outcome of those services consistent with the beneficiary's needs identified in the client plan,

E. Day treatment intensive shall additionally include:

1) *Psychotherapy*. Psychotherapy means the use of psychological methods within a professional relationship to assist the beneficiary or beneficiaries to achieve a better psychosocial adaptation, to acquire a greater human realization of psychosocial potential and adaptation, to modify internal and external conditions that affect individuals, groups or communities in respect to behavior, emotions and thinking, in respect to their intrapersonal and interpersonal processes. Psychotherapy shall be provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medication intervention.

2) *Mental Health Crisis Protocol.* Contractor shall ensure that there is an established protocol for responding to beneficiaries experiencing a mental health crisis. The protocol shall assure the availability of appropriately trained and qualified staff and include agreed upon procedures for addressing crisis situations. The protocol may include referrals for crisis intervention, crisis stabilization, or other specialty mental health services necessary to address the beneficiary's urgent or emergency psychiatric condition (crisis services). If the protocol includes referrals, the day treatment intensive or day rehabilitation program staff shall have the capacity to handle the crisis until the beneficiary is linked to an outside crisis service.

3) *Written Weekly Schedule.* Contractor shall ensure that a weekly detailed schedule is available to beneficiaries and as appropriate to their families, caregivers or significant support persons and identifies when and where the service components of the program will be provided and by whom. The written weekly schedule will specify the program staff, their qualifications, and the scope of their services.

F. *Staffing requirements.* Staffing ratios shall be consistent with the requirements in Cal. Code Regs., tit. 9 §1840.350, for day treatment intensive, and Cal. Code Regs., tit. 9 §1840.352 for day rehabilitation. For day treatment intensive, staff shall include one staff person whose scope of practice includes psychotherapy.

1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

2) At least one staff person shall be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

3) Day treatment intensive and day rehabilitation programs shall maintain documentation that enables the County and DHCS to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as a staff of a group home, a school, or another mental health treatment program). There shall be documentation of the scope of responsibilities for these staff and the specific time in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

G. If a beneficiary is unavoidably absent and does not attend all of the scheduled hours of the day rehabilitation or day treatment intensive program, Contractor will only receive Medi-Cal reimbursement if beneficiary is present for at least 50% of scheduled hours of operation for that day. A separate entry is required and shall be entered in the beneficiary record documenting the reason for the unavoidable

absence and the total time (number of hours and minutes) the beneficiary actually attended the program that day. In cases where absences are frequent, Contractor is responsible for re-evaluating the beneficiary's need for the day rehabilitation or day treatment intensive program, and for taking appropriate action.

- H. *Documentation Standards.* Day treatment intensive and day rehabilitation shall meet the documentation standards described in Section 11 of this exhibit. The documentation shall include the date of service, signature of person providing the service (or electronic equivalent), the person's type of professional degree, licensure or job title, date of signature and the total number of minutes/hours the beneficiary actually attended the program. For day treatment intensive these standards include daily progress notes on activities and a weekly clinical summary reviewed and signed by a physician, a licensed/waivered/registered psychologist, clinical social worker, or marriage and family therapist, or a registered nurse who is either staff to the day treatment intensive program or the person directing the services.
- I. Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult beneficiary, or one contact per month with the legally responsible adult for a beneficiary who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult beneficiaries may decline this service component. The contacts should focus on the role of the support person in supporting the beneficiary's community reintegration. Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.
- J. *Written Program Description.* Contractor shall ensure there is a written program description for day treatment intensive and day rehabilitation. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section.
- K. *Additional higher or more specific standards.* COUNTY shall retain the authority to set additional higher or more specific standards than those set forth in this contract, provided the County's standards are consistent with applicable state and federal laws and regulations and do not prevent the delivery of medically necessary day treatment intensive and day rehabilitation.
- L. *Continuous Hours of Operation.* Contractor shall apply the following when claiming for day treatment intensive and day rehabilitation services:
  - 1) A half day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available four hours or less per day.

Services must be available a minimum of three hours each day the program is open.

2) A full day shall be billed for each day in which the beneficiary receives face-to-face services in a program with services available more than four hours per day.

3) Although the beneficiary must receive face to face services on a full day or half day claimed, all service activities during that day are not required to be face-to-face with the beneficiary.

4) The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. Contractor shall not count these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

#### **4. Disclosures.**

Contractor shall submit the disclosures below to the County BHRS Contracts Manager regarding the network providers' (disclosing entities') ownership and control. Contractor must submit updated disclosures to the BHRS Contracts Manager upon submitting the provider application, before entering into or renewing a contract with the County, and within 35 days after any change in the subcontract/network provider's ownership or upon request by the County.

##### **A. Disclosures to be provided:**

1) The name and address of any person (individual or corporation) with an ownership or control interest in the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

2). Date of birth and Social Security Number (in the case of an individual);

3). Other tax identification number (in the case of a corporation with an ownership or control interest in the managed care entity or in any subcontractor in which the managed care entity has a 5 percent or more interest);

4). Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor as a spouse, parent, child or sibling; or whether the person (individual or corporation) with an ownership or

control interest in any subcontractor in which the managed care has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

5) The name of any other disclosing entity in which the Contractor or subcontracting network provider has an ownership or control interest; and

6) The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

*B. Disclosures Related to Business Transactions.* Contractor must submit disclosures and updated disclosures to the County including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and,

b) Any significant business transactions between the Contractor and any subcontractor, during the 5 year period ending on the date of the request.

*C. Disclosures Related to Persons Convicted of Crimes.* Contractor shall submit the following disclosures to the County regarding the Contractor's management:

1) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a) (1), (2).)

2) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. §455.106(a) (1), (2).) For this purpose, the word "agent" has the meaning described in 42 C.F.R. §455.101.

3) The Contractor shall supply the disclosures before entering into the contract and at any time upon the County's request.



## **5. Beneficiary Liability for Payment**

A. Pursuant to Cal. Code Regs., tit.9, § 1810.365, the Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments. Consistent with 42 C.F.R. § 438.106, the Contractor or an affiliate, vendor, contractor, or sub-subcontractor of the Contractor shall not hold beneficiaries liable for debts in the event that the Contractor becomes insolvent, for costs of covered services for which the State does not pay the Contractor, for costs of covered services for which the State or the Contractor does not pay the providers, for costs of covered services provided under a contract, referral or other arrangement rather than from the Contractor, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

## **6. Audits and Recovery of Overpayments**

A. Contractor shall be subject to audits and/or reviews, including client record reviews, by the Department Health Care Services.

## **7. Federal Equal Opportunity Requirements**

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of

- the Vietnam era and the rights of applicants and employees.
- B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
  - C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of Paragraphs A. through G. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## **8. Travel and Per Diem Reimbursement**

A. CONTRACTOR reimbursement for travel and per diem expenses under this agreement shall be no higher than the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary.

## **9. Procurement Rules**

### *A. Equipment/Property definitions*

Wherever the term equipment and/or property is used, the following definitions shall apply:

- 1) Major equipment/property: A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- 2) Minor equipment/property: A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this agreement.

B. Nonprofit organizations and commercial businesses shall use a procurement

system that meets the following standards:

- 1) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- 2) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- 3) Procurements shall be conducted in a manner that provides for all of the following:
  - a. Avoid purchasing unnecessary or duplicate items;
  - b. Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured;
  - c. Take positive steps to utilize small and veteran owned businesses.
- 4) Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager and the BHRM Contracts Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- 5) In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or submission of paid vendor receipts for any purchase, regardless of dollar amount, DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determined to be unnecessary in carrying out performance under this agreement.
- 6) For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

**10. Equipment/Property Ownership/Inventory/Disposition**

- A. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- B. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property
- C. .In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor shall immediately file a theft report with the appropriate police agency and Contractor shall promptly submit one copy of the theft report to the BHRS Contracts Manager.

**11. Motor Vehicles**

The purchase of a vehicle with DHCS funds under this agreement requires that a written request be submitted to the BHRS Contracts Manager and prior written BHRS department approval and authorization must be given prior to the purchase of vehicle.

**12. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to BHRS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by BHRS under this Agreement.

**13. Audit and Record Retention**

(Applicable to agreements in excess of \$10,000)

- A. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor

agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- C. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- D. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**14. Site Inspection**

- A. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premise of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

**15. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In

addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**16. Intellectual Property Rights**

- A. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- B. Contractor agrees to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor, or DHCS and which result directly or indirectly from this Agreement or any subcontract.

**17. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/sub awards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- C. By signing this Agreement, Contractor or Grantee certifies that it will

comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

**18. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

- A. Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**19. Use of Small, Minority Owned and Women's Businesses**

- A. Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.

2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.

3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**20. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements)

- A. By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act.



(8 U.S.C. 1601, et seq.)

21. **Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations)

A. Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

B. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

As used herein, fringe benefits do not include

1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

2) Director's and executive committee member's fees

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay

5) Location allowances

6) Hardship pay

7) Cost-of-living differentials

B. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contribution for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI) employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

2) To be an allowable fringe benefit, the cost must meet the following criteria:

a) Be necessary and reasonable for the performance of the Agreement;

b) Be determined in accordance with generally accepted accounting principles;

c) Be consistent with policies that apply uniformly to all activities of the Contractor.

3) Contractor agrees that all fringe benefits shall be at actual cost.

4) Earned/Accrued Compensation

a) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement

term cannot be claimed as allowable costs. See Example No. 1.

- b) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Example No. 2.
- c) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Example No. 3.

*Example No. 1:*

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

*Example No. 2:*

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks)

*Example No. 3:*

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**23. Lobbying Prohibition**

(Applicable to all sub awards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more)

A. Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds

may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan or cooperative agreement.

**24. Patient Rights**

Pursuant to 42 C.F.R. § 438.100, Contractor shall take beneficiaries rights into account when providing services, including the right to:

- A. Receive information in accordance with 42 C.F.R. § 438.10.
- B. Be treated with respect and with due consideration for his or her dignity and privacy.
- C. Receive information on available treatment options and alternatives, presented in a manner appropriate to the beneficiary's condition and ability to understand.
- D. Participate in decisions regarding his or her health care, including the right to refuse treatment.
- E. Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation.
- F. Request and receive a copy of his or her medical records, and to request that they be amended or corrected, as specified in 45 C.F.R. §§ 164.524 and 164.526.
- G. To be furnished services in accordance with 42 C.F.R. §§ 438.206 through 438.210.
- H. To freely exercise his or her rights, and the exercise of those rights will not adversely affect the way the Contractor and its providers or the Department treat the beneficiary.