

## Wraparound Approach Services Public Comments Received

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| 1 | Part H,<br>page 218 | 7.3     | <p>CONTRACTOR shall utilize parents, children, extended Family members, and Community providers, and public agencies in planning, implementing, and evaluating all training programs and content. CONTRACTOR shall administer participant evaluations at the end of each training session and use the findings from these evaluations for continuous improvement.</p> <p>CONTRACTOR shall submit training programs and content to COUNTY Program Manager. CONTRACTORs conducting in-house basic and ongoing training shall submit an annual schedule of trainings with curriculum. All basic and ongoing training shall be provided by CONTRACTOR's Wraparound Supervisors or Program Managers, or other experienced trainers approved by COUNTY.</p> | <p><a href="#">Mark Riddle, LA Training Consortium</a></p> <p>All trainers who conduct Wrap training should have a track record of high quality training that follows NWI standards, CPM and high level of satisfaction so that the County can assure high quality care across all agencies that have wrap contracts.</p> <p><a href="#">Western Center on Law &amp; Poverty</a></p> <p>Moreover, parent training and education should include a curriculum about responding to the child's trauma-related needs, and meeting the child's underlying needs.</p> <p><a href="#">Tami Miller, Foothill Family Service</a></p> <p>It states that the Contractor should submit an annual training schedule with curriculum. We have some trainings that can be scheduled ahead of time, but many of our trainings come up as the year goes by or as the need arises. Our basic trainings are scheduled only when new staff come on board and it is hard to predict when such an occurrence will happen so we would not be able to map out when our basic trainings will occur ahead of time. Could this requirement be that we submit the schedule for trainings at the end of the year?</p> | <p>CONTRACTOR shall utilize parents, children, extended Family members, and Community providers, and public agencies in planning, implementing, and evaluating all training programs and content. CONTRACTOR shall administer participant evaluations at the end of each training session and use the findings from these evaluations for continuous improvement.</p> <p>CONTRACTOR shall submit training programs and content to COUNTY Program Manager. CONTRACTORs shall submit an annual schedule of trainings with curriculum including their trauma focused training plan.</p> <p>The annual training plan shall include:</p> <ul style="list-style-type: none"> <li>• Calendar of all planned training</li> <li>• Syllabus of all planned training courses</li> <li>• Trauma focused training plan</li> <li>• Identifying underlying needs</li> <li>• Basic Wrap training</li> <li>• Staff development training</li> <li>• Training on the Core Practice Model</li> <li>• Allow for the addition of other course for training as needs are identified during the upcoming year</li> </ul> <p>The training plan and course documents should identify planned trainers and provide a bio and detail of their qualifications and experience. Any training provided by CONTRACTOR's should be clearly identified and the staff's training qualifications and experienced included.</p> <p>At the end of each year, CONTRACTOR shall submit a training report confirming the training provided during the prior year with details on the criteria by CONTRACTOR to implement changes to their annual training plan and curriculum.</p> |

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| 2 | Part H, page 218 | 7.3.1   | COUNTY Program Manager must approve all changes to CONTRACTOR's Training Curriculum.  | <p><u>Mark Riddle, LA Training Consortium</u></p> <p>In order to assure that all trainings adhere to the highest Wrap fidelity, all Wrap training curricula, once submitted to the County Manager for approval, should receive written notice of approval from an agreed upon standard.</p> | <p><b>7.3.1</b> CONTRACTOR must submit an annual training plan and calendar to COUNTY Program Manager, 100 days prior to the end of the current contract year.</p> <p><b>7.3.2</b> COUNTY Program Manager will review and submit for inclusion in the Wrap Contract Renewal/Extension notices the approval of the Wrap CONTRACTOR's training plan and calendar for the upcoming contract year. the notice of Training Plan approval in the Contract</p> <p><b>7.3.3</b> CONTRACTOR shall submit written requests to the COUNTY Program Manager to incorporate changes to their annual Wrap training calendar, 45 days in advance of the date of the proposed changes.</p> <p><b>The contract renewals will include a copy of the Contractors' approved Training Plan for the upcoming year. The Wrap Contractor will have to submit their Training Plan for the upcoming Contract year 100 days prior to the end the current contract year.</b></p> |
| 3 | Part H, page 218 | 7.3.2   | CONTRACTOR's Trauma based training plan and curriculum schedule are attached as Exhibit A-18.   | <p><u>Steve Goclowski, Olive Crest</u></p> <p>Refers to Trauma based training plan and Exhibit A-18, but Exhibit A-18 was not found in this publication.</p>  | <p>The selected proposers' submission will be Exhibit A-18.</p>   |
| 4 | Part H, page 195 | 4.2     | <p>Children/youth eligible for Wraparound must fall into (1) of the following categories:</p> <p>4.2.1 A child/youth who has been adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602, and have an urgent and/or intensive mental health need, which</p> | <p><u>Western Center on Law &amp; Poverty</u></p> <p>The list of eligible youth should be consistent with the Katie A. CDSS subclass members. To that end, the following should be added to the list of youth that are</p>  | <p><b>Children/youth eligible for Wraparound must fall into (1) of the following categories:</b></p> <p><b>4.2.5</b> A child/youth who has been adjudicated as either a dependent or ward of the Juvenile Court pursuant to the Welfare and Institutions Code, Sections 300, 601, or 602, and have an urgent</p>  |

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|   |                  |           | <p>causes impairment at school, home and/or in the community; or</p> <p>4.2.2 A child/youth who has been adjudicated as either a dependent or ward and who is currently placed in a RCL 10 or above, or</p> <p>4.2.3 A child/youth who has been adjudicated as either a dependent or ward who has experienced three (3) or more placement moves or psychiatric hospitalizations within the past 18 months; or</p> <p>4.2.4 A child/youth who is in an adoptive placement or has a finalized adoption who qualifies for Adoption Assistance Program (AAP) benefits and has an urgent and/or intensive mental health need which causes impairment at school, home, and/or in the community; or, is at imminent risk of placement in a RCL 10 or above, or currently placed in a RCL 10 or above.</p> | <p>eligible for wraparound services.</p> <p>a. A child/youth who has been adjudicated as either a dependent or ward and who is currently considered for a specialized rate due to behavioral health needs or crisis stabilization/intervention.</p> <p>b. In addition, the county should insure that wraparound services are available to afford children and youth stability in their placements by providing necessary intensive home-based mental health</p> <p>services to prevent youth from entering a group home or psychiatric hospital, or from disrupting current placements, whenever possible. Therefore, a child or youth who has been adjudicated as either a dependent or ward and who is currently considered for a psychiatric hospital or 24-hour mental health treatment facility, or currently considered for a group home of RCL 10 or above should be eligible for wraparound. DCFS and DMH should provide a separate RFSQ for the provision of emergency wraparound or other intensive-home based mental health services to prevent placement disruptions, when necessary.</p> | <p>and/or intensive mental health need, which causes impairment at school, home and/or in the community; or</p> <p>4.2.6 Are members of the Katie A. sub-class (Chapter 2, Page 3, Medi-Cal Manual, are full –scope Medi-Cal (Title XIX) eligible, have an open child welfare services case; and</p> <p>4.2.7 Meet the medical necessity criteria for Specialty Mental Health Services (SMHS) as set forth in CCR Title 9 Section 1830.205 or Section 1830.210 (Medi-Cal Manual Glossary, Appendix A)</p> <p>4.2.8 A child/youth who has been adjudicated as either a dependent or ward and who is currently placed in a RCL 10 or above, or</p> <p>4.2.9 A child/youth who has been adjudicated as either a dependent or ward who has experienced three (3) or more placement moves or psychiatric hospitalizations within the past 18 months; or</p> <p>4.2.10 A child/youth who is in an adoptive placement or has a finalized adoption who qualifies for Adoption Assistance Program (AAP) benefits and has an urgent and/or intensive mental health need which causes impairment at school, home, and/or in the community; or, is at imminent risk of placement in a RCL 10 or above, or currently placed in a RCL 10 or above.</p> |
| 5 | Part H, page 200 | 5.0 & 5.1 | The ISC will review any requests to Transfer a Child/Family, and CONTRACTOR shall work with the ISC to complete a Transfer to another Wraparound provider. The sending CONTRACTOR shall continue to provide full   | <p><u>Western Center on Law &amp; Poverty</u></p> <p>Many of the advocates working with children and youth in the County have observed that youth often lose care</p>   | <p>No change.</p> <p><b>Note:</b><br/><b>The SOW does not prevent the Wrap team from</b></p>   |

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|   |                  |         | Wraparound services until the receiving CONTRACTOR enrolls the Child and/or Family.  | when they move to another SPA because their wraparound teams cannot follow them. To minimize disruptions, wraparound teams should be expected and allowed to follow the child/youth when they move to another SPA. Thus, the Statement of Work should not prevent parent partners and clinicians from working with youth if they move to a SPA that is not adjacent to the provider's assigned SPA.   | <b>following the youth to the new location, but due to the wide distances between locations in LA County, and the price of gasoline, our Contractors have requested to not be required to follow youth to their new locations to continue services.</b>  |
| 6 | Part H, page 190 | 2.1.6.6 | <p><u>Clinician (Rendering Provider):</u> CONTRACTOR shall assign a Clinician to provide initial and ongoing assessment, individual and family therapy, clinical support and information to team members and families. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work or Psychology. Clinicians must be State licensed or license eligible.</p> <p>2.1.6.6.1 Clinicians must participate in CFT meetings. Participation may be via telephone, if they are contracted.</p> | <p><u>Western Center on Law &amp; Poverty</u></p> <p>1. The children and youth who are eligible for wraparound services have intense mental-health needs that would be best provided by experienced mental health practitioners. The SOW should require supervising and treating clinicians to have at least three (3) years of experience treating youth/children with intensive mental-health needs.</p> <p>2. Children and youth who come to the attention of DCFS or who are detained by DCFS often suffer trauma as a result of being detained or in the circumstances that bring the family to the attention of DCFS. The treating therapist should be expected to provide trauma responsive mental health services and to provide trauma related, clinical guidance to teams when necessary. In addition, the definition of a clinician should specify that a clinician is someone who is able to provide those services and guidance to wraparound teams.</p> <p><b>ACHSA</b></p> | <p><u>Clinician (Rendering Provider):</u> CONTRACTOR shall assign a Clinician to provide initial and ongoing assessment, individual and family therapy, clinical support and information to team members and families. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work or Psychology. Clinicians must be State licensed or license eligible.</p> <p>2.1.6.6.1 Clinicians must participate in CFT meetings. Participation may be via telephone, if they are contracted.</p> <p><b>Added:</b></p> <p><b>2.1.6.6.2 Clinicians must have three years experience training children/youth with intensive mental-health needs.</b></p> <p><b>2.1.6.6.3 The treating clinician shall provide trauma responsive mental health services and trauma related, clinical guidance to the CFT when necessary.</b></p> |

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|   |                     |                |   | <u>Resolution Previously Reached with County:</u><br>Agreement to following language: "By virtue of their involvement in the life, care, and treatment for the enrolled child/youth, the Clinician is considered a de facto member of the CFT, and will be invited to regularly participate in the CFT process."  |   |
| 7 | Part H,<br>page 207 | 5.6.1<br>5.6.2 | <p>5.6.1 The POC shall focus on the Child's/Youth's and Family's individualized, underlying needs and strengths, and shall be used as a guide to effective intervention and lasting change. The CFT shall ensure that the underlying needs behind the behaviors are identified, addressed, and documented.</p> <p>5.6.2 CONTRACTOR shall collaborate with the Child and Family to obtain information about the significant events impacting the Child and Family and their underlying needs, to ensure that families have a high level of decision-making power in all aspects of planning, delivery and evaluation of services and supports.</p> | <p><u>Western Center on Law &amp; Poverty</u></p> <p>For the reasons above, the Plan of Care (POC) should not only include the youth's underlying needs, but also the youth's trauma-related needs. To insure that trauma-related needs are included, the Contractor should be required to ensure that the POC is tailored to meet the youth's trauma-related and underlying needs.</p>   | <p>5.6.1 The POC shall focus on the Child's/Youth's and Family's individualized, underlying needs and strengths, and shall be used as a guide for effective intervention and lasting change. The CFT shall ensure that the underlying needs <b>and trauma focused needs</b>, behind the behaviors are identified, addressed, and documented.</p>  |
| 8 | Part H,<br>page 218 | 7.4            | <p>CONTRACTOR shall have a staff training program for Administrator(s), Program Manager(s), Facilitator(s), and Supervisor(s) that reflects the philosophy and values in Section 2.2 of this SOW and provides written job descriptions for each position. CONTRACTOR shall maintain a training log which details the subject matter of all trainings, dates training was given, the name of the trainer(s), and a sign-in sheet for each training. Each trainee shall print his/her name and sign the sign-in sheet to confirm his/her attendance. Electronic signatures shall not be acceptable.</p>   | <p><u>ACHSA Recommendation</u></p> <p>Modify the proposed language as follows:<br/>"CONTRACTOR shall have a staff training program for Administrator(s), Program Manager(s), Facilitator(s), and Supervisor(s) that reflects the philosophy and values in Section 2.2 of this SOW and provides written job descriptions for each position. CONTRACTOR shall maintain a training log which details the subject matter of all trainings, dates training was given, the name of the trainer(s), and a sign-in sheet for each training. Each trainee shall print his/her name and sign the sign-in sheet to confirm his/her attendance. <del>Electronic signatures shall not be acceptable.</del> For online training, CONTRACTOR</p> | <p>County is working on this and needs the following information:</p> <ol style="list-style-type: none"> <li>1. Need to know the source of the proposed web-based training?</li> <li>2. What are the proposed courses?</li> <li>3. Who is providing the training?</li> <li>4. What web-based system is being considered?</li> <li>5. What is the acceptable number of hours of web-based training?</li> <li>6. What are the annual and ongoing and renewal requirements?</li> </ol> |

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|    |                  |             |  | <p><u>shall produce proof of participation.</u><br/> [Comment: Electronic signatures do not make sense for in-person trainings. For online trainings, proof of participation should be sufficient.]</p>   | <p>7. How many training hours can be web-based?<br/> 8. How will the web-based training courses last?<br/> 9. What is the duration?<br/> 10. What is the timeframe for completion?<br/> 11. Initial hours being instructor led classroom format.<br/> Web-based for limited number of renewal hours only?</p>   |
| 9  | Part H, page 218 | 7.4.1       | <p><u>Training Program for Wraparound Staff:</u> Prior to working with Wraparound children/Families, all new Wraparound staff who have direct contact with families shall complete a minimum of twenty-four (24) hours of didactic/classroom Wraparound training (individual or group), that includes the following elements: (1) Wraparound Orientation (Definition of Wraparound as Strength-based, Family Centered, Needs-Driven, Community-Based Flexible and Individualized practice and Ten Principles of Wraparound); (2) Phases and Activities of Wraparound; (3) Individualized Resource Planning; (4) Wraparound Role Definitions and Skills (Including the roles of the Children Services Administrators and Inter-Agency Screening Committee members); (5) Review of Plan of Care and Family Safety and Crisis Plan.</p> | <p><u>Western Center on Law &amp; Poverty</u></p> <p>In addition, the wraparound staff training should include training in the core practice model, and a curriculum in identifying a youth-child's underlying needs and trauma-related needs.</p>  | <p>Please see the training plan requirements above.</p>   |
| 10 | Part H, page 219 | 7.4.3       | <p>Continuing Training: All Wraparound staff employed by CONTRACTOR who have direct contact with families shall complete a minimum of sixteen(16) hours per year of ongoing Wraparound or related subject training, that is specifically tied to the ten (10) principles of Wraparound or is relevant to the Wraparound target population. CONTRACTOR shall ensure that a minimum of four (4) hours of training per calendar year shall be provided by a subject matter expert who is not employed by CONTRACTOR.</p>  | <p><u>ACHSA Recommendation</u><br/> [County previously agreed to this in similar language.]: Modify the proposed language in the last sentence as follows: "CONTRACTOR shall ensure that a minimum of four (4) hours of training per calendar year shall be provided by a subject matter expert who is not employed by CONTRACTOR, an employee or manager under the same Los Angeles County Wraparound contract."</p> | <p>Continuing Training: All Wraparound staff employed by CONTRACTOR who have direct contact with families shall complete a minimum of sixteen(16) hours per year of ongoing Wraparound or related subject training, that is specifically tied to the ten (10) principles of Wraparound or is relevant to the Wraparound target population. CONTRACTOR shall ensure that a minimum of four (4) hours of training per calendar year shall be provided by a subject matter expert.</p> |
| 11 | Part H, page 221 | Exhibit A-1 |  | <p><u>Western Center on Law &amp; Poverty</u></p>   | <p>No change.</p>   |

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|    |           |         |                             | The Performance Requirement Summary should include the performance targets listed in the performance goals/summaries sections and specify the consequences for failing to meet those targets.  |  |
| 12 |           |         |                             | <p><u>Kathy Clayton, San Gabriel Children's Center</u></p> <p><b>General Comments:</b> The RFSQ needs to have a summary of the significant changes relative to the current DCFS contract, statement of work, staff qualifications and rate as well as changes in the DMH Specialized Foster Care funding and/or EPSDT billing changes.</p> | No change.   |

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| 13 | Part A,<br>page 12 | 10.0    | <p><b>PAYMENT STRUCTURE</b></p> <p><b>The Medi-Cal Program</b> is the child health component of Medicaid; and is required in every state and is designed to improve the health of low-income children by financing appropriate and necessary pediatric services.</p> <p>10.1 The Wraparound Payment Rate is \$1,513 for youth eligible to receive services billed to the Medi-Cal Program component of Medicaid (as stated in this RFSQ, Part G, Sample Master Contract, Part I, Section 3.0, Contract Sum). This rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment. However, Wraparound services may be suspended by the Interagency Screening Committee (ISC) if the inpatient hospitalization or juvenile commitment lasts for a period of thirty (30) days or more.</p> <p>10.2 The Wraparound Payment for youth not eligible to receive Medi-Cal services is \$4,184 (as stated in this RFSQ, Part G, Sample Master Contract, Part I, Section 3.0, Contract Sum). This rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency commitment. However, Wraparound services may be suspended by the Interagency Screening Committee (ISC) if the inpatient hospitalization or juvenile commitment lasts for a period of thirty (30) days or more.</p> <p>10.3 For children adopted through DCFS or the Probation Department, and/or receives an Adoption Assistance Program (AAP) benefit and is at risk of placement in a RCL of 10 or higher GH, AAP funds will be utilized to provide Wraparound services.</p> | <p><u><a href="#">Kathy Clayton, San Gabriel Children's Center</a></u><br/> <b>Rate:</b> Clearly the single case rate of \$1,513 per client (without Medi-Cal) is a functional decrease from the current DCFS funding. In reviewing our FYE 2012 Wraparound financial report, 35% of the clients were TIER I and 65% were TIER II. This resulted in an average rate of approximately \$2,254/client per month. If the placement costs of 16% are factored out then the rate dropped to \$2,025/client per month. Thus the rate of \$1,513 is a 25% decrease in funding --\$512/client per month less--for total decrease of about \$275,000 per year for an agency with a 45 client FTE. The RFSQ needs to indicate what else is changing in the contract/statement of work to accommodate this decrease, i.e. is the Statement of Work changing, is EPSDT/Medical increasing, etc.? As an FYI, an analysis the basic staff requirements, caseload requirements, operating principles, contract demands, etc. results in an average cost of care (DCFS and DMH combined) of at least \$4,500 to \$5,000 per month per client. There needs to be additional information included in the RFSQ that provides direction in addressing this discrepancy.</p> <p><b>Placement Costs:</b> PAYMENT STRUCTURE 10.1 states "This rate will not be adjusted for inpatient hospitalization or for a juvenile delinquency", however it is silent on the placement in foster care or a group home. If placement costs are no longer being deducted from the monthly payment then this should be clearly stated somewhere in the RFSQ. And if they are going to be deducted from the \$1,513 that needs to be stated as well.</p> <p><b>Maximum Contract Sum:</b> PAYMENT STRUCTURE 10.4 states "Each awarded contract will have an identified maximum contract sum, for both types of service levels (Medi-Cal billable and non Medi-Cal billable)." The RFSQ</p> | <p>No change.</p> <p>No change.</p>                        |

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|   | Part G,<br>Page 124 | 3.2     | <p>10.4 Each awarded contract will have an identified maximum contract sum, for both types of service levels (Medi-Cal billable and non Medi-Cal billable).</p> <p>10.4.1 Each awarded contract will have an identified and approved budget and budget narrative.</p> <p>3.2 <u>Medi-Cal Eligible Children/Youth Case Rate</u></p> <p>The monthly Wraparound case rate paid by COUNTY to CONTRACTOR is \$1,513 for Wraparound enrolled child/youth eligible to receive Medi-Cal allocation from DMH per month per child/youth enrolled in Wraparound Services, in accordance with Exhibit A, Statement of Work.</p> <p>3.3 <u>Non Medi-Cal Eligible Children/Youth Case Rate</u></p> <p>The monthly case rate paid by COUNTY to CONTRACTOR is \$4,184 per month per child/youth who receives Wraparound Services, in accordance with Exhibit A, Statement of Work, paid for Wraparound</p> | <p>needs to clarify what this means. Since DCFS Wraparound is a rate-based contract versus cost reimbursement like DMH then is the maximum contract sum based on an assigned number of slots per agency?</p> <p><u>Steve Gocłowski, Olive Crest</u><br/>Part A, Section 10.0, Payment Structure</p> <ol style="list-style-type: none"> <li>1. It appears that placement costs will not be deducted from the case rates (for foster home placements, group home placements not suspended, etc). This must be articulated more clearly if it is not the plan.</li> <li>2. It appears that placement costs will not be deducted from the case rates (for foster home placements, group home placements not suspended, etc). This must be articulated more clearly if it is not the plan.</li> </ol> <p>It is not explicitly stated what the case rate for AAP referred youth will be.</p> <p><u>ACHSA Comment</u><br/>DCFS, DMH, and ACHSA have agreed upon a total monthly cost figure of \$4,500 for each Wraparound case, while the portion of that monthly cost that can be billable to EPSDT remains unclear pending the finalization of the Katie A. Medi-Cal Documentation and Claiming Manual. ACHSA reached agreement with DCFS and DMH that further discussion of ACHSA's analysis of which Wraparound services are not billable to EPSDT is needed once the Documentation and Claiming Manual has been finalized. The goal is to reach a consensus as to which services will be unbillable, and then determine what percentage that is of total Wraparound services in order to determine the portion of the Wraparound costs that must</p> | <p>No change.</p> <p>County to provide.<br/>What is the AAP Wrap rate?</p> <p>What of SOW can be billed to Medi-Cal.</p> <p><b>The County is still working on this issue and we anticipate to discuss this at the July 18, 2013 meeting at:</b></p> <p style="text-align: center;"><b>Department of Mental Health<br/>600 S. Commonwealth Ave., Conference A<br/>Los Angeles, CA 90005</b></p> <p style="text-align: center;"><b>Time: 2:00 – 4:00 pm</b></p> |

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|    |           |           | enrolled youth not eligible for a DMH Medi-Cal allocation for Wraparound Services. | be funded by DCFS versus EPSDT.   |  |
| 14 | Part I    | Exhibit D |  | <p><u>Kathy Clayton, San Gabriel Children's Center</u></p> <p><b>Auditor-Controller Handbook:</b> The updated Auditor-Controller Handbook reflects documentation requirements that are becoming increasingly costly to meet. For example, the requirement to maintain paper copies in addition to electronic capability, or risk disallowance <b>at the sole discretion of the County</b>, is not a risk that agencies can tolerate. This kind of risk shifts resources</p> | <p>A scanned copy of an original document should be sufficient, so long as there is no other legal requirement for the contractor to retain the original hardcopy. So long as electronic invoices can be indelibly marked paid to prevent re-use, are readily available for review/audit, and otherwise comply with our accounting and control requirements. County will look into updating our guidance and the handbook to be clearer on that point.</p> |

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|    |                     |         |   | <p>away from providing services into making sure that all the paper is organized, filed and stored properly.<sup>1</sup></p> <p><b>Footnotes:</b></p> <p><sup>1</sup>Invoices ..... required to support an outlay of funds. <b>Unsupported disbursements will be disallowed upon audit. CONTRACTOR will be required to repay COUNTY for all dollar for dollar disallowed costs. Photocopies (including scanned images) of invoices or receipts, any internally generated documents (e.g., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases. To the extent the source for electronic documentation is an original hardcopy document (e.g., PDF scans of original vendor invoices) CONTRACTOR shall retain the original source document for inspection by COUNTY. County at its sole discretion may accept photocopies of supporting documentation in preference to the original documents.</b></p> |  |
| 15 | Part G,<br>page 145 | 6.1     | For the safety and welfare of the children to be served under this Contract, CONTRACTOR shall, as permitted by law, ensure that its staff, employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, undergo and pass a background investigation to the satisfaction of COUNTY as a condition of beginning and continuing to work under this contract. Such background investigation may include, but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the | <p><u>Steve Goclowski, Olive Crest</u></p> <p>Part H, Sample Contract<br/><b>PART II: STANDARD TERMS AND CONDITIONS</b><br/>BACKGROUND AND SECURITY INVESTIGATION – page 145, Section 6.1 – The Contract (and SOW, as noted below) do not indicate what form(s) of documentation must be kept on file to indicate the criminal record clearance was accomplished and the employee was considered approved to work.</p>  | <p><b>See Exhibit C, Certification of Compliance.</b></p>  |

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|    |                  |                               | CONTRACTOR, regardless if the member of CONTRACTOR's staff passes or fails the backgrounds investigation.   |   |  |
| 16 | Part H, page 189 | 2.1.1                         | <u>Criminal Clearances</u> : CONTRACTOR shall ensure that criminal clearances with subsequent arrest notification and background checks are conducted and maintained for all of CONTRACTOR's staff and volunteers as well as all subcontractor's staff and volunteers, in accordance with all applicable local, State, and federal laws and regulations. A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) will be accepted. The cost of such criminal clearances and background checks is the responsibility of CONTRACTOR, regardless of whether CONTRACTOR's staff/volunteers pass or fail the background and/or criminal clearance investigation.  | <u>Steve Goclowski, Olive Crest</u><br><br>Section 2.1.1 Criminal Clearances – "A criminal clearance waiver received from the California Department of Social Services Community Care Licensing Division (CCL) will be accepted."<br>As noted in the comment above, the RFSQ does not indicate what other forms of documentation are considered valid record of criminal record clearance if an agency either does not have an FFA or GH (and therefore has no CCL license # to use for clearances), or is being directed by CCL not to use the CCL facility license # to clear Wraparound staff.   | <a href="#">See Exhibit C, Certification of Compliance.</a>  |
| 17 | Part H, page 190 | 2.1.6.1<br>2.1.6.2<br>2.1.6.4 | 2.1.6.1 <u>Executive Director</u> : CONTRACTOR shall have an Executive Director who shall provide overall management and coordination of the program provided under this Contract.<br><br>2.1.6.2 <u>Program Manager(s)</u> : CONTRACTOR shall have one (1) or more program manager(s) who shall manage all daily operations and supervise all Wraparound staff, except for the Executive Director. Minimum qualifications: Master of Science or Master of Arts Degree in Human Services, Social Work, or Psychology; or a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work, or Psychology plus three (3) years experience in an intensive mental health services program.<br><br>2.1.6.4 <u>Wraparound Supervisor(s)</u> : CONTRACTOR shall ensure all Wraparound Facilitator and Child and Family Specialist Supervisors have a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology, | <u>Steve Goclowski, Olive Crest</u><br><br><b>Sections 2.1.6.1, 2.1.6.2, &amp; 2.1.6.4 Staffing Titles– Recommend that it is not necessary to use the titles stated in the RFSQ as long as the roles are fulfilled and the SOQ/proposal indicates the titles. Many providers use different nomenclature for administrative positions which directly oversee particular parts of this contract, program operations, and/or personnel.</b><br><br><b>ACHSA Recommendations</b><br><b>[County previously agreed to this.]:</b> 1) Modify the proposed language as follows: "Wraparound Supervisor(s): CONTRACTOR shall ensure all Wraparound Facilitator and Child and Family Specialist Supervisors have a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology, plus or significant experience in Wraparound facilitation (e.g., at least three (3) years experience in Wraparound or intensive community-based services direct | 2.1.6.4 <u>Wraparound Supervisor(s)</u> : CONTRACTOR shall ensure all Wraparound Facilitator and Child and Family Specialist Supervisors have a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology, or at least three (3) years experience in Wraparound or intensive community-based services. CONTRACTOR shall ensure all Wraparound Parent Partner Supervisors have prior experience as Parent Partners. |

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|    |                  |         | <p>plus at least three (3) years experience in Wraparound or intensive community-based services. CONTRACTOR shall ensure all Wraparound Parent Partner Supervisors have prior experience as Parent Partners.</p> <p>2.1.6.7 <u>Facilitator(s)</u>: CONTRACTOR shall assign a Facilitator to every Wraparound child at a maximum ratio of one (1) full-time Facilitator for every ten (10) active Wraparound children (1:10). If the Facilitator concurrently works within other programs at the CONTRACTOR's agency, the Facilitator may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Facilitators to work with clients in geographically adjacent SPAs only. Facilitators shall not serve as the assigned Therapist/Clinician for any youth/child and/or family for whom they are the assigned Facilitator. Minimum qualifications: a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology plus three (3) years experience working with high risk youth, knowledge of child welfare, probation and/or mental health systems, and experience with public systems documentation.</p> | <p><u>practice.</u>" 2) Delete the following proposed language: "CONTRACTOR shall ensure all Wraparound Parent Partner Supervisors have prior experience as Parent Partners."</p>  |   |
| 18 | Part H, page 204 | 5.4     | <p>5.4.2.1 Assessment shall include identifying:</p> <p>5.4.2.1.1 Families protective factors</p> <p>5.4.2.1.2 Parental Resilience</p> <p>5.4.2.1.3 Family Social Connections</p> <p>5.4.2.1.3.1 Identify the social and emotional competence of the children (reference CANS</p>   | <p><u>Steve Goclowski, Olive Crest</u></p> <p>Section 5.4 Assessment for Family Safety, etc.</p> <p>Esp. 5.4.2.1 "Assessment shall include identifying." (and so forth)</p> <p>The SOW is unclear as to how this assessment is documented. It is not recommended that any new forms be created. To the contrary, it is suggested that skillful</p> | <p>No Change.</p> <p>Where to document assessment? In the Plan of Care.</p> |

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|    |                     |                      | Exhibit A-13)<br><br>5.4.2.1.4 Availability of concrete supports to the family in times of need   | Wraparound practice that leads to the development of a Plan of Care as defined in the SOW and by the standard practices defined by the NWI, will cover these issues related to the County's promotion of protective factors, parental resilience, and familial social connections. In order to promote fidelity to good Wraparound practice and planning, it is recommended that there be not attempts to push this language into the Wraparound Plan of Care, Safety and Crisis Plans, or practice with families. These concepts and terms guide the systems of care to do good practice that is culturally relevant, and should not burden families with the need for them to learn and use the system lingo. |  |
| 19 | Part H,<br>page 205 | 5.5.1.2              | CSW must attend one CFT meeting per month.  | <u>Steve Goclowski, Olive Crest</u><br><br>Section 5.5.1.2 – “County CSW must attend one CFT meeting per month.”<br><br>It is recommended that this be removed or amended from the SOW because County Worker (CSW) participation (while greatly desired and encouraged) this is not controllable or enforceable by the Wraparound provider agency.  | No Change.<br>Participation may be via telephone.  |
| 20 | Part H,<br>page 207 | 5.6.2.1 &<br>5.6.2.2 | 5.6.2.1 Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation identifying each domain as either a need or strength.<br><br>5.6.2.2 For those domains identified as a need, the team must document sufficiently to demonstrate the underlying need is being addressed and not just the behavior. | <u>Steve Goclowski, Olive Crest</u><br><br>Section 5.6.2.1 & 5.6.2.2 – Domains<br><br>The language is awkward as it is written in this section. See below:<br><br>5.6.2.1 Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation identifying each <b>domain as either a need or strength.</b><br><br>5.6.2.2 For those <b>domains identified as a need</b> , the   | 5.6.2.1 Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation identifying within each <b>domain whether the team is addressing one or more prioritized needs, or what family strengths are present that otherwise meet needs in that domain.</b><br><br>5.6.2.2 For those <b>domains where the CFT has defined needs</b> , the team must document sufficiently the strategies that are expected to meet the underlying need, inclusive of, but not limited to addressing behavior. |

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|    |                     |         |   | <p>team must document sufficiently to demonstrate the underlying need is being addressed and not just the behavior.</p> <p>Needs and Strengths are identified under related life domains in Wraparound Planning. A “domain” is not a need or strength, it is a category or area of life. The following is suggested as alternative phrasing:</p> <p>5.6.2.1 Every domain in the POC should be addressed, by the first 6-month POC review, as evidenced by documentation identifying within each <b>domain whether the team is addressing one or more prioritized needs, or what family strengths are present that otherwise meet needs in that domain.</b></p> <p>5.6.2.2 For those <b>domains where the CFT has defined needs</b>, the team must document sufficiently the strategies that are expected to meet the underlying need, inclusive of, but not limited to addressing behavior.</p> |  |
| 21 | Part H,<br>page 207 | 5.6.2.3 | Each POC must include a Crisis Plan, addressing parental resilience and social connections. | <p><u>Steve Gocłowski, Olive Crest</u></p> <p>SOW, Page 207, Section 5.6.2.3 – “...addressing parental resilience and social connections.”</p> <p>While it is understood that the County is making an effort to emphasize the concepts of parental resilience and social connections in Wraparound practice, the Safety and Crisis Plan is developed to direct the CFT on how to prevent or respond to one or more potential crises that would threaten to destabilize a child’s placement and increase risk of harm. Evaluating how these two concepts are addressed in the plan is nebulous and subjective. It is recommended the last section of the sentence (noted above) be removed.</p>  | No change.   |

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| 22 | Part H,<br>page 209 | 5.6.13  | CONTRACTOR's Quality Assurance Plan shall include its observation of its CFT meetings for each Facilitator and include its findings in its monthly and quarterly reports.  | <u>Steve Goclowski, Olive Crest</u><br><br>5.6.13 – "...monthly and quarterly reports."<br><br>The SOW is unclear as to which reports are referred to in this section. No forms are referenced. It is recommended that this be removed, and that Contractors work collaboratively with the County to define any other necessary Quality Assurance processes that are useful and effective for improving Wraparound practice. | No change.   |
| 23 | Part H,<br>page 213 | 6.2.4   | Evaluation Plan:<br><br>CONTRACTOR shall have a plan for evaluating and interpreting their data that includes families served and other key stakeholders to develop an evaluation plan to improve performance across time. The evaluation plan shall: (1) delineate the review process, the draft data analysis, and analytical reports; and (2) specify who reviews the draft reports. This evaluation plan is to be submitted annually to COUNTY's Program Manager by August 15th of each calendar year for the duration of this Contract. | <u>Steve Goclowski, Olive Crest</u><br><br>Evaluation Plan<br><br>The SOW does not provide a template or specified format for this report, and it has not been part of past practice. It is recommended this be removed, and any other needs for evaluative plans be part of the same collaborative planning process noted in the comment above.   | No change.   |
| 24 | Part H,<br>Page 214 | 6.2.5   | Long-Term Tracking:<br><br>CONTRACTOR shall track fiscal reports, service delivery reports, outcome reports, and the Family and child measurements/scales required by the State Wraparound Standards and submit annual accumulated trends that show performance over a period of at least three (3) years to COUNTY's Program Manager.   | <u>Steve Goclowski, Olive Crest</u><br><br>Same as above.<br><br>The SOW does not provide a template or specified format for this report, and it has not been part of past practice. It is recommended this be removed, and any other needs for evaluative plans be part of the same collaborative planning process noted in the comment above.  | No change.   |
| 25 | Part H,<br>page 187 | 1.1.27  | <b>Parent Partner</b> shall be defined as an employee of a Wraparound Agency who was the parent or primary caregiver of a child who received services from the State Regional Center or one of the following COUNTY Departments: DMH, Probation Department, and/or DCFS.   | <u>ACHSA Recommendation</u><br>Modify the proposed language as follows: " <b>Parent Partner shall be defined as an employee of a Wraparound Agency who is, or has been, was the parent or primary caregiver of a child who receives/received</b> "   | 1.1.2.7 Parent Partner shall be defined as an employee of a Wraparound Agency who <b>is, or has been,</b> the parent or primary caregiver of a child who <b>receives or received</b> services from the State |

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|   | Part H,<br>page 191 | 2.1.6.9 | <p><u>Parent Partner(s)</u>: CONTRACTOR shall verify Parent Partner qualifications as defined herein, and in section 3.1.23. A Parent Partner must have been the parent or primary caregiver (Primary caregiver is defined as a parent [not foster parent] who has 24/7 legal responsibility for the youth) of a child who received services at the same intensity level of Wraparound. At the time of hire, Parent Partners must not have had an open case in either the Probation Department or DCFS for at least one year.</p> <p>CONTRACTOR shall assign a Parent Partner to every Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). If the Parent Partner concurrently works within other programs at the CONTRACTOR's agency, the Parent Partner may only work in similar programs that require the same level of attentiveness as Wraparound. CONTRACTOR may assign Parent Partners to work with clients in geographically adjacent SPAs only. The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT. For a Wraparound child/youth in out-of-home placement, CONTRACTOR shall assign a Parent Partner to work with both the out-of-home caregiver <i>and</i> parent/current</p> | <p>services from the State Regional Center or one of the following COUNTY Departments: DMH, Probation Department, and/or DCFS, <u>with the proviso that the Parent Partner must, at the time of hire, not have had an open case in either the Probation Department or DCFS for at least six months.</u></p> <p>[Comment: The proposed language, as originally written, excludes caregivers of current Regional Center or DMH clients from being Parent Partners.]</p> <p><b>ACHSA</b></p> <p>ACHSA continues to have serious concerns in regards to the new requirement for a Wraparound Parent Partner to have a child who has received intensive services at the same level of Wraparound. By definition Wraparound is one of the highest levels of service available so the number of children in this category is very limited. <b>Accordingly, this new requirement would drastically reduce the already very limited pool of qualified Parent Partners.</b> Pat Miles, author of the widely used Wraparound Parent Partner Training Manual, has stated that very few parents in Los Angeles County have children who require intensive services such as Wraparound, even fewer of those parents are able to access those services, even fewer of those parents are willing to share their stories, and even fewer of those parents would want to be Parent Partners as a job. In fact, Wraparound providers have estimated that at least half of the Parent Partners currently employed by agencies would not meet the proposed new requirement. <b>As a result, if this new requirement were to be implemented, agencies would simply not be able to</b></p> | <p>Regional Center or DMH, or</p> <p>1.1.2.7.1 A parent partner can also be defined as an employee of a Wraparound Agency who is or has been the parent or primary caregiver of a child that previously received services from the DCFS or the Probation Department, but has not had an open case in the past 12 months.</p> <p>Parent Partner(s): CONTRACTOR shall verify Parent Partner qualifications as defined herein, and in section 3.1.23. <b>A Parent Partner must complete ____ hours of training and training experience.</b> At the time of hire, Parent Partners must not have had an open case in either the Probation Department or DCFS for at least one year.</p> <p>CONTRACTOR shall assign a Parent Partner to every Wraparound child at a maximum ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10). CONTRACTOR may assign Parent Partners to work with clients in geographically adjacent SPAs only. The Parent Partner is to work closely with the Wraparound child's parent/caregiver in order to represent their best interests and shall participate as a member of the CFT. For a Wraparound child/youth in out-of-home placement, CONTRACTOR shall assign a Parent Partner to work with both the out-of-home caregiver <i>and</i> parent/current caregiver</p> <p><b>3.1.23.1 The ideal Parent Partner has "lived experience" and certain strengths and skills which are highlighted below:</b></p> <ul style="list-style-type: none"> <li><b>Demonstrates creativity and resourcefulness in order to effectively navigate systems of care.</b></li> </ul> |

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|   |           |         | <p>caregiver</p>            | <p><i>serve the same number of children currently receiving Wraparound services.</i></p> <p>Wraparound providers have found that <i>the ideal Parent Partner has “lived experience” and certain strengths and skills, qualities not related to the intensity of services received by their child</i>, which are highlighted below:</p> <ul style="list-style-type: none"> <li>• Demonstrates creativity and resourcefulness in order to effectively navigate systems of care.</li> <li>• Has the ability to connect with families of various backgrounds and engage caregivers so they are open to teaming with Wraparound.</li> <li>• Shares the story of their own journey in order to connect, empower, and give hope to parents.</li> <li>• Adheres to a non-judgmental, strength-based model and understands that no matter what circumstances the family is in or what they have done or not done, each caregiver and youth has strengths on which to build.</li> <li>• Is a hopeful, “glass half full” kind of person, tempered by the ability to be realistic and practical.</li> </ul> <p><i>If a Parent Partner has these qualities, there is no need for them also to have walked the exact path of a Wraparound caregiver in order for them to be successful and effective.</i></p> <p><u>Recommendation</u><br/>ACHSA proposes eliminating the new language underlined above and adding a requirement for the Parent Partner to have demonstrated an ability to navigate a public service delivery system.</p> | <ul style="list-style-type: none"> <li>• Has the ability to connect with families of various backgrounds and engage caregivers so they are open to teaming with Wraparound.</li> <li>• Shares the story of their own journey in order to connect, empower, and give hope to parents.</li> <li>• Adheres to a non-judgmental, strength-based model and understands that no matter what circumstances the family is in or what they have done or not done, each caregiver and youth has strengths on which to build.</li> <li>• Is a hopeful, “glass half full” kind of person, tempered by the ability to be realistic and practical.</li> </ul> |

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|   |           |         |                             | <p><b><u>ACHSA Recommendations</u></b></p> <p>1) Modify the proposed language in the first paragraph as follows: "<u>Parent Partner(s):</u> CONTRACTOR shall verify Parent Partner qualifications as defined herein, and in section 3.1.23 <u>1.1.27</u>. A <u>Parent Partner</u> must have been the parent or primary caregiver (Primary caregiver is defined as a parent [not foster parent] who has 24/7 legal responsibility for the youth) of a child who received services at the same intensity level of Wraparound. At the time of hire, Parent Partners must not have had an open case in either the Probation Department or DCFS for at least one year." 2) Modify the proposed language in the first sentence of the second paragraph as follows: "CONTRACTOR shall assign a Parent Partner to every Wraparound child at an <u>maximum average</u> ratio of one (1) full-time Parent Partner for every ten (10) active Wraparound families (1:10)." [Comment: Many factors are considered when determining the number of families a Parent Partner may appropriately serve. The characteristics of the cases and the Wraparound phase of families are considerations in determining an appropriate Parent Partner caseload. For example, a Parent Partner may be able to handle more than 10 families if the needs of such families are less demanding and require fewer contacts and less crisis response, or if a number of such families are in the transition phase of Wraparound.] 3) [County previously agreed to this.] Modify the proposed language in the last two sentences of the second paragraph as follows: "The Parent Partner is to work closely with the Wraparound child's parent/caregiver (e.g., <u>foster parent</u>) in order to represent their best interests and shall participate as a member of the CFT. For a Wraparound child/youth in out-of-home placement, CONTRACTOR shall assign a Parent Partner to work with both the out-of-home</p> |  |

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|    |                          |         |   | <p style="color: magenta;"><del>caregiver and parent/current caregiver."</del></p> <p><a href="#">Tami Miller, Foothill Family Service</a></p> <p>Parent Partner Qualifications</p> <p>It has been difficult finding and hiring effective Parent Partners with the current contract guidelines. This difficulty has created significant delays for our Wraparound program whenever we have increased our program staffing or when we have had to fill a vacated Parent Partner position. The added requirement of hiring Parent Partners that have had a child who received services similar in intensity to Wraparound will make the hiring process even more burdensome. Our current Parent Partners all meet the qualifications as stated in our current contract and are excellent in their roles. Each really exemplifies the spirit and value of what this special role brings to the Wraparound program, and each has had tremendous success in engaging parents and supporting them to meet their goals. However, under the proposed qualification, only one of our Parent Partners would be able to meet the criteria of having had a child who received services of similar intensity to Wraparound. We would appreciate DCFS reconsidering going forward with this new requirement and investigate further the incredible level of success that the current Parent Partners meeting the current qualification criteria have had.</p> |  |
| 26 | Part H, page 191 and 192 | 2.1.6.7 | 2.1.6.7 <u>Facilitator(s)</u> : CONTRACTOR shall assign a Facilitator to every Wraparound child at a maximum ratio of one (1) full-time Facilitator for every ten (10) active Wraparound children (1:10). If the Facilitator concurrently works within other programs at the CONTRACTOR's agency, the Facilitator may only work in similar programs that require the same level of attentiveness as | <p><a href="#">Tami Miller, Foothill Family Service</a></p> <p>Maintaining a set 10:1 ratio of client to staff seems too rigid to address the needs of the program and clients. For example, we often have sibling sets referred to our Wraparound program and when this occurs, there is usually one Parent Partner assigned to work with the parents while each child may have their own Facilitator or</p>   | <p>2.1.6.7. Facilitator: CONTRACTOR shall assign a Facilitator to every child enrolled in Wraparound at a maximum ratio of one (1) full time Wrap Facilitator for every ten (10) active Wraparound children 1:10. Facilitator's shall not serve as the assigned Therapist/Clinician for any child/youth and/or family for whom they are assigned to serve as the Facilitator. Facilitator's qualifications are a</p> |

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|   |           |         | <p>Wraparound. CONTRACTOR may assign Facilitators to work with clients in geographically adjacent SPAs only. Facilitators shall not serve as the assigned Therapist/Clinician for any youth/child and/or family for whom they are the assigned Facilitator. Minimum qualifications: a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology plus three (3) years experience working with high risk youth, knowledge of child welfare, probation and/or mental health systems, and experience with public systems documentation.</p> | <p>CFS. This arrangement will end up creating an imbalance in the 10:1 ratio for our teams and will make case assignments more difficult. Additionally, a rigid ratio system doesn't take into account the phases of treatment. When a client enters the Transition Phase, one expects the client's level of need to be lower and the contact with Wraparound staff to be less and less as it should be for successful transition. The draft RFSQ proposes a case rate of \$1513 for Medi-Cal eligible children – most of our clients are Medi-Cal eligible currently. With this proposed case rate, providers will need to ensure a high rate of Medi-Cal billing in order to remain financially stable. When clients are in the Transition Phase, Medi-Cal billing decreases because the level and frequency of contact with clients decreases as is appropriate clinically. A fixed 10:1 ratio could create a financial hardship during the Transition Phase for agencies who are now needing to rely more than before on Medi-Cal billing – e.g. a team that has five clients in the Transition phase will bill significantly less and therefore the revenue greatly decreased for that team. If the ratio could be defined as being an average of 10 clients per Facilitator/Parent Partner, then an agency could make adjustments to caseloads to account for the clients who are in the Transition Phase – e.g. the team with five clients in Transition and five in Engagement or Implementation could boost their billing by taking on one or two new cases in addition to the 10. With the lower activity level on the five cases, there would be plenty of room for the team to take the new clients and still provide quality care.</p> <p><b>ACHSA Recommendations</b></p> <p>1) Modify the proposed language in the first sentence as follows: "CONTRACTOR shall assign a Facilitator to every Wraparound child at an <del>maximum</del> average ratio of one (1) full-time Facilitator for every ten (10) active</p> | <p>Bachelor of Art or Science Degree in Human Services, Social Work, or Psychology or three (3) years experience working with high risk children/youth in either child welfare, probation or mental health systems in Wraparound, or be a family member able to facilitate their family's Wrap team meetings.</p> |

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|    |                     |   |   | <p>Wraparound children (1:10).” <b>[Comment:</b> Many factors are considered when determining the number of families a Facilitator may appropriately serve. Experienced and well-organized Facilitators are often capable of serving more than 10 cases effectively. In addition, the characteristics of the cases and the Wraparound phase of families are considerations in determining an appropriate Facilitator caseload. For example, a Facilitator may be able to handle more than 10 cases if the needs of such families are less demanding and require fewer contacts and less crisis response, or if a number of such families are in the transition phase of Wraparound. Serving siblings also often allows a Facilitator to appropriately serve more than 10 cases at one time.] 2) <b>[County previously agreed to this.]</b> Delete the proposed language in the last sentence: “Minimum qualifications: a Bachelor of Science or Bachelor of Arts Degree in Human Services, Social Work or Psychology plus three (3) years experience working with high risk youth, knowledge of child welfare, probation and/or mental health systems, and experience with public systems documentation.”</p> |  |
| 27 | Part H,<br>page 198 | Performance Measure Summary/Goal Regarding Safety | 100% of active Wraparound children/youth do not have a substantiated allegation of child abuse or neglect within one (1) year of beginning Wraparound services under this Contract. | <p><u>Tami Miller, Foothill Family Service</u></p> <p>While we understand the county’s goal on reducing child abuse and neglect, and we are also fully in support of this goal, setting a performance expectation for providers to have a 100% rate of Wraparound clients without substantiated allegations of abuse or neglect within a year of beginning Wraparound seems unrealistic and seems to set the majority of providers at risk of being out of compliance with a performance measure. We feel 95% would be a more realistic goal to have.</p>   | No change, Casey recommendation.                           |
| 28 | Part H,<br>page 199 | Performance Measure Summary/Goal                  | 100% of SIRs will be completed and submitted timely. SIRs must be completed and submitted on the same day if the incident occurs before 5:00 pm, and by 9:00 am the                 | <p><u>Tami Miller, Foothill Family Service</u></p> <p>We agree that 100% of all SIRs should be submitted in a</p>   | No change.   |

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|    |                      | al Regarding Safety | following day if they occur after 5:00 pm.  | timely manner, and we support the importance of communicating serious incidents as soon as possible. However, the requirement as stated both in the current contract and in this draft SOW is difficult to hold to when incidents occur late at night. If a client goes into crisis and the team assists the client through the crisis and is with the client and family until the wee hours of the morning, coming in to work before 9:00AM the next day to write up the SIR and have the supervisor review and approve it so that the SIR can be sent by 9:00AM creates a hardship. We suggest setting the timeframe for the reporting of special incidents that occur after-hours to be before the end of the next business day. |  |
| 29 | Part H, page 203-204 | 5.2<br>5.3.3        | 5.2 .....<br><br>CONTRACTOR shall ensure that the CONTRACTOR's Program Manager or Wraparound Supervisor thoroughly reviews and approves each POC and SPRT, as evidenced by their signature on the POC and SPRT.<br><br>5.3.3 CONTRACTOR shall engage the Family and their team members in a strengths conversation within the first thirty (30) days in the Wraparound process. CONTRACTOR shall ensure that the Wraparound Program Manager oversees the CFT and POC process to verify that the Family's strengths are: (1) identified; (2) updated regularly; (3) communicated to the CFT; (4) utilized in action plans; and (5) analyzed in the risk assessment information and in the formulation of an effective crisis plan. The CONTRACTOR shall complete the Supervisory POC Review Tool, Exhibit A-13, and maintain a copy in the Single Case File. | <u>Tami Miller, Foothill Family Service</u><br><br>It seems redundant to have the Contractor complete the SPRT on each POC when the same form will be completed again during the SPRT meetings if the SPRT meetings are going to begin taking place. The Contractor should be responsible to set policies in place that ensures that all POCs are reviewed using the guidelines of the SPRT before the supervisor or manager approves/signs them, but to actually fill one out each time and store the completed form in the client record when it will be done again at the SPRT meeting seems an unnecessary duplication of effort.   | No change.   |
| 30 | Part H, page 206     | 5.5.2               | CONTRACTOR shall ensure that families have a high level of decision-making power in all aspects of planning,  | <u>Tami Miller, Foothill Family Service</u>   | No change.   |

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|    |                     |   | delivery, and evaluation of services and supports, and that at least fifty percent (50%) of the CFT are families and their designees. CONTRACTOR shall allow sufficient time to develop such a ratio, and shall document in the POC, Exhibit A-9, or in the CFT Minutes, Exhibit A-5, the discovery process and any attempt to obtain a fifty percent (50%) ratio of informal supports. If an informal support declines to a member of the CFT, but agrees to participate as a resource or strategy in the POC and/or Family Safety and Crisis Plan, Exhibit A-9, their agreement shall be documented in the POC and/or Family Safety and Crisis Plan. | We wholeheartedly believe that family and natural supports should be engaged to be part of the CFT, but we also have found that for many of our families the process of including additional family or extended family or other supports is a long and hard journey and at times difficult to attain because of the family's continued choice not to include them. We feel that the requirement should not be a hard and fast mandate to have 50% or more but rather should be set that teams make every effort to reach the 50% or more goal and document all attempts to do so and revisit the issue with the family on a regular basis.                       |  |
| 31 | Part H,<br>page 216 | Performance Measure – Well-Being/Self-Sufficiency | 100% of Wraparound parents participate in the Parent ran support groups  | <u>Tami Miller, Foothill Family Service</u><br><br>Performance Measure – Well-Being/Self-Sufficiency<br>The Performance requirement that 100% of our Wraparound parents participate in parent run support groups seems unrealistic. The choice to attend the support groups is on each parent and while each should be encouraged to attend and information about the availability, location, time, etc. of these parent support groups given to every family on a regular basis, it should not be put upon the Contractor to ensure 100% attendance.  | No change, Casey recommendation.                           |
| 32 | Part G,<br>page 124 | 2.5   | COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY has the right to issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so, and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice.  | <u>ACHSA Recommendation</u><br>Modify the proposed language as follows: "COUNTY will issue a written start work notice to CONTRACTOR indicating when services under this Contract can begin. CONTRACTOR shall not begin any services under this Contract without such written start work notice from the COUNTY. COUNTY <del>has the right to</del> <u>may</u> issue a written stop work order whenever the COUNTY deems that it is in its best interest to do so <u>upon providing CONTRACTOR with prior thirty days notice, including justification,</u> <del>and CONTRACTOR shall stop work immediately upon receipt of such written stop work notice."</del> | No change.   |

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|    |                     |         |  | <p>[<b>Question:</b> If the County does not issue a written start work notice to the contractor before the end of the current Wraparound contract, is the contractor to stop providing all Wraparound services to its current clients pending the issuance of such notice?]</p> <p>[<b>Comment:</b> Basic due process principles and continuity of care to clients dictate the issuance of thirty days prior written notice.]</p>   |  |
| 33 | Part G,<br>page 126 | 4.1.1   | <p>Evidence of Coverage and Notice to COUNTY: A certificate(s) of insurance coverage (Certificate) satisfactory to COUNTY, and a copy of an Additional Insured endorsement confirming COUNTY and its Agents (defined below) has been given Insured status under the CONTRACTOR's General Liability policy, shall be delivered to COUNTY at the address shown below and provided prior to commencing services under this Contract.</p> <p>Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time.</p> | <p><b>ACHSA Recommendation:</b> Delete the following proposed language: "Renewal Certificates shall be provided to COUNTY not less than 10 days prior to CONTRACTOR's policy expiration dates. The COUNTY reserves the right to obtain complete, certified copies of any required CONTRACTOR and/or Sub-Contractor insurance policies at any time."</p> <p>[<b>Comment:</b> Insurance coverage is not bound ten days prior to expiration; therefore, an insurance company cannot provide renewal certificates "not less than ten days prior to expiration date." The insurance company will immediately issue certificates via fax or overnight mail upon confirmation of coverage bound by the carrier. It is the insurance company's goal to have renewals completed well before expiration, but not always practical.]</p> | No change.   |
| 34 | Part G,<br>page 128 | 4.1.4   | <p>Failure to Maintain Insurance: CONTRACTOR's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which COUNTY immediately may withhold payments due to CONTRACTOR, and/or suspend or terminate this Contract. COUNTY, at its sole discretion, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase the Required Insurance, and without further notice to CONTRACTOR, deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR</p>   | <p><b>ACHSA Resolution Previously Reached with County in Discussions on FFA/GH Contract Amendments:</b> Agreement to the following language, which would modify the proposed language in the last sentence: "Alternatively, the COUNTY may, upon notice to CONTRACTOR, purchase the Required Insurance, and <del>without further notice to CONTRACTOR,</del> deduct the premium cost from sums due to CONTRACTOR or pursue CONTRACTOR reimbursement."</p>   | No change.   |

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|    |                     |         | reimbursement.  |  |   |
| 35 | Part G,<br>page 134 | 5.2.3.2 | The child ages out (children may continue in foster care status, and thus Wraparound, until their eighteenth (18 <sup>th</sup> ) birthday, or until their nineteenth (19 <sup>th</sup> ) birthday if they are still enrolled in high school and are expected to graduate by age nineteen (19); (positive impact).*  | <b><u>ACHSA Recommendation</u></b><br>Modify Section 5.2.3.2 as follows: “The child ages out (children may continue in foster care status, and thus Wraparound, until <u>they turn 21 years old</u> <del>their eighteenth (18<sup>th</sup>) birthday, or until their nineteenth (19<sup>th</sup>) birthday if they are still enrolled in high school and are expected to graduate by age nineteen (19); (positive impact).</del> ”<br>[Comment: The reference to youth aging out at 18 or 19, if they are still enrolled in high school, is not accurate. Through AB 12, youth may continue in Wraparound until they turn 21 if they are still under DCFS jurisdiction.] | The child ages out (children may continue in foster care status, and thus Wraparound, until <b>they turn 21 years old</b> ; (positive impact).* |
| 36 | Part G,<br>page 135 | 5.3.1.2 | If not resolved voluntarily, COUNTY may institute involuntary collection remedies pursuant to MPP 45-305.3 and Overpayment recoupment actions required by MPP 45-304.3. CONTRACTOR may request an informal hearing and/or State fair hearing, or both, as provided pursuant to MPP 45-306.1 through .3, inclusive. CONTRACTOR will have thirty (30) Days from the date COUNTY mails the State Form Notice of Action 1261 to request the informal hearing. | <b><u>ACHSA Resolution Previously Reached with County in Discussions on FFA/GH Contract Amendments:</u></b> DCFS agreed to add language clarifying that the State Form Notice of Action 1261 (in the last sentence of the proposed language here) will be sent to the contractor via first class mail and email.   | No change, per SB 84<br>See notices language in contract.   |
| 37 | Part G,<br>page 136 | 5.3.1.3 | If the informal hearing is requested, COUNTY will conduct an informal hearing in accordance with the procedures set forth in MPP 45-306.1 through .2, inclusive. CONTRACTOR, if forgoing an informal hearing, must request the State fair hearing within ninety (90) Days from the date COUNTY mailed the State Form Notice of Action 1261.   | <b><u>ACHSA Resolution Previously Reached with County in Discussions on FFA/GH Contract Amendments:</u></b> DCFS agreed to add language clarifying that the State Form Notice of Action 1261 will be sent to the contractor via first class mail and email.  | No change, per SB 84  |
| 38 | Part G,<br>page 136 | 5.3.1.5 | In matters involving Overpayments, governed by MPP 45-304 through 45-306 and 11-404 inclusive, and if the amount is determined collectible, CONTRACTOR will have thirty (30) Days from the date of COUNTY'S mailing of a State Form Notice of Action 1261, to request an informal hearing. The informal hearing process, if elected by CONTRACTOR, will be compliant with hearing procedures set forth in MPP 45-306.1 through 3.                         | <b><u>ACHSA Resolutions Previously Reached with County in Discussions on FFA/GH Contract Amendments:</u></b> 1) DCFS agreed to add language clarifying that the State Form Notice of Action 1261 will be sent to the contractor via first class mail and email. 2) DCFS agreed to revise the last sentence, as follows: “Contractor must comply with the required time periods to request a formal or  | No change, per SB 84  |

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|    |                     |         | <p>CONTRACTOR may, at its election, forgo an informal hearing and request a State Fair Hearing within ninety (90) Days from the date of COUNTY'S mailing of State Form Notice of Action 1261. If CONTRACTOR has requested an informal hearing and desires a State Fair Hearing, CONTRACTOR must request the State Fair Hearing within ninety (90) Days of the date that CONTRACTOR did not appear at the informal hearing, the date of the informal decision by COUNTY, or the date of withdrawal of request for informal hearing, whichever is earlier. Failure to meet the respective time periods to request a hearing, either informal or formal, shall foreclose requests for due process set forth in MPP 45-306.1 through .3, and will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66, inclusive, including the implementation of additional contractual actions set forth in this Contract.</p> | <p>informal hearing. Contractor's failure to timely request a formal or informal hearing as set forth in MPP 45-306.1 through 45-306.3 will result in the collection by COUNTY pursuant to MPP 45-304 through 45-305 and 11-402.66."</p>   |  |
| 39 | Part G,<br>page 136 | 6.4     | <p>In addition to the monthly rate, CONTRACTOR must qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, Title IXX Medi-Cal, Medi-Caid, Temporary Assistance to Needy Families (TANF), and Healthy Families.</p>  | <p><b><u>ACHSA Recommendation</u></b><br/>Modify the proposed language as follows: "In addition to the monthly rate, CONTRACTOR must <u>be</u> qualified..."<br/><b>[Comment:</b> The language, as originally written, contains a typo.]</p>   | <p>In addition to the monthly rate, CONTRACTOR must <b>be</b> qualified and authorized to access categorical funding for which a Family/child is qualified, including, but not limited to, Title IXX Medi-Cal, Medi-Caid, Temporary Assistance to Needy Families (TANF), and Healthy Families.</p> |
| 40 | Part G,<br>page 151 | 12.3    | <p>CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by COUNTY in its sole judgment. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section 13.0 shall be conducted by CONTRACTOR and</p>  | <p><b><u>ACHSA Recommendations</u></b><br/>1) Modify the first sentence of the proposed language as follows: "CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by CONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, <del>as determined by COUNTY in its sole judgment.</del>" <b>[Comment:</b> A determination of whether or not</p> | <p>No change, county language.<br/>Reference number changed.</p>   |

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|    |                     |         | <p>performed by counsel selected by CONTRACTOR and approved by COUNTY. Notwithstanding the preceding sentence, COUNTY shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide COUNTY with a full and adequate defense, as determined by COUNTY in its sole judgment, COUNTY shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from CONTRACTOR for all such costs and expenses incurred by COUNTY in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of COUNTY without COUNTY's prior written approval.</p>  | <p>the contractor has failed to comply should not be made by the County in its sole discretion, but rather by an impartial arbiter.] 2) Modify the second sentence of the proposed language as follows: "Any legal defense pursuant to CONTRACTOR's indemnification obligations under this section <del>43.0</del> <u>12.0</u> shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by COUNTY." <b>[Comment:</b> The language, as originally written, references the wrong section of the contract.]</p>  |  |
| 41 | Part G,<br>page 153 | 14.1.2  | <p>For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of</p> | <p><b><u>ACHSA Recommendation:</u></b><br/>Modify the last two sentences of the proposed language as follows: "If CONTRACTOR uses any Subcontractor to perform services for the COUNTY under this Contract, the Subcontractor shall also be subject to the provisions of this Section <del>45.0</del> <u>14.0</u>. The provisions of this Sub-section <del>45.1.2</del> <u>14.1.2</u> shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement." <b>[Comment:</b> The language, as originally written, references the wrong sections of the contract.]</p> | Reference number changed.                                  |

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|    |                  |         | this Section 15.0. The provisions of this Sub-section 15.1.2 shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the agreement.   |   |  |
| 42 | Part H, page 193 | 2.1.8   | <p>When an Open Episode exists, the responsibilities that CONTRACTOR shall assume from the SFPR are:</p> <ul style="list-style-type: none"> <li>• Review frequency is twelve (12) months for MHS, TCM, medication, socialization, and vocational.</li> <li>○ Six (6) months for Day Treatment, Day Rehab, and residential.</li> <li>○ Re-write the Client Care/Coordination Plan every six (6) months to make sure it is up to date and accurate according to the child's and Family's current service needs, progress, goals, etc.</li> </ul> | <p><b>ACHSA Recommendation</b><br/>Modify the proposed language in bullet 10 of the second paragraph as follows:</p> <ul style="list-style-type: none"> <li>• Review frequency is twelve (12) months for MHS, TCM, medication, socialization, and vocational.* <ul style="list-style-type: none"> <li>○ Six (6) months for Day Treatment, Day Rehab, and residential.</li> <li>○ Re-write the Client Care/Coordination Plan every <del>six (6)</del> <u>twelve (12)</u> months to make sure it is up to date and accurate according to the child's and Family's current service needs, progress, goals, etc.</li> </ul> </li> </ul> <p>[Comment: The modified language is consistent with the Los Angeles County Mental Health Plan Manual which states the CCCP shall be updated as clinically appropriate and rewritten at least every year.]</p> | <p>When an Open Episode exists, the responsibilities that CONTRACTOR shall assume from the SFPR are:</p> <ul style="list-style-type: none"> <li>• Review frequency is twelve (12) months for MHS, TCM, medication, socialization, and vocational.</li> <li>○ Six (6) months for Day Treatment, Day Rehab, and residential.</li> <li>○ <b>Update every six (6) months and re-write every twelve (12) months,</b> the Client Care/Coordination Plan to make sure it is up to date and accurate according to the child's and Family's current service needs, progress, goals, etc.</li> </ul> |
| 43 | Part H, page 194 | 3.4     | <p>If CONTRACTOR relocates to a new site that is not listed in Exhibit F-3 of this SOW, CONTRACTOR shall request COUNTY Program Manager's approval of the new site in writing at least ninety (90) days prior to anticipated relocation date. Program Manager will respond to CONTRACTOR's request for approval within thirty (30) business days of request.</p>   | <p><b>ACHSA Recommendation</b><br/>Modify the proposed language as follows: "If CONTRACTOR relocates to a new site that is not listed in Exhibit F-3 of this SOW, CONTRACTOR shall request COUNTY Program Manager's approval of the new site in writing at least <del>ninety (90)</del> <u>thirty (30)</u> days prior to anticipated relocation date. Program Manager will respond to CONTRACTOR's request for approval within thirty (30) business days of request."<br/>[Comment: Requiring 90 days prior approval is unreasonable when negotiating a lease.]</p>   | No change.   |
| 44 | Part H, page 200 | 5.1     | <p>Referrals shall be assigned by Rotation. Rotation is SPA specific and includes all Wraparound Agencies for that SPA who has the capacity to serve additional clients. Wraparound Agencies are assigned referrals based upon a fixed and established rotational order. Other</p>   | <p><b>ACHSA Recommendation</b><br/>Modify the proposed language in the second paragraph as follows: "Referrals shall be assigned by Rotation. Rotation is SPA specific and includes all Wraparound Agencies for that SPA who has the capacity to serve</p>  | <p>Referrals shall be assigned by Rotation. Rotation is SPA specific and includes all Wraparound Agencies for that SPA who has the capacity to serve additional clients. Wraparound Agencies are assigned referrals based upon a fixed and established rotational order. <b>Factors</b></p>  |

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|    |                  |         | factors that may affect the rotation order include, but are not limited to, a corrective action plan, a Family's preference, sibling cases, and Adoption Assistance Program (AAP) referrals.  | additional clients. Wraparound Agencies are assigned referrals based upon a fixed and established rotational order. <del>Other factors</del> Factors that may affect the rotation order include, but are not limited to, a corrective action plan, a Family's preference, sibling cases, Adoption Assistance Program (AAP) referrals, and an agency's language capacity."  | that may affect the rotation order include, but are not limited to, a corrective action plan, a Family's preference, sibling cases, and Adoption Assistance Program (AAP) referrals. |
| 45 | Part H, page 4   | 5.5.2   | CONTRACTOR shall ensure that families have a high level of decision-making power in all aspects of planning, delivery, and evaluation of services and supports, and that at least fifty percent (50%) of the CFT are families and their designees. CONTRACTOR shall allow sufficient time to develop such a ratio, and shall document in the POC, Exhibit A-9, or in the CFT Minutes, Exhibit A-5, the discovery process and any attempt to obtain a fifty percent (50%) ratio of informal supports. If an informal support declines to a member of the CFT, but agrees to participate as a resource or strategy in the POC and/or Family Safety and Crisis Plan, Exhibit A-9, their agreement shall be documented in the POC and/or Family Safety and Crisis Plan.   | <b>ACHSA Recommendation</b><br><b>[County previously agreed to this in similar language.]:</b> Modify the proposed language in the first two sentences as follows: "CONTRACTOR shall ensure that families have a high level of decision-making power in all aspects of planning, delivery, and evaluation of services and supports, and <del>that shall make every attempt to have</del> at least fifty percent (50%) of the CFT <del>are consist of</del> families and their designees. CONTRACTOR shall <del>allow sufficient time to develop such a ratio, and shall</del> document in the POC, Exhibit A-9, or in the CFT Minutes, Exhibit A-5, the discovery process and <del>any all</del> attempts to obtain a fifty percent (50%) ratio of informal supports."   | No change.   |
| 46 | Part H, page 211 | 6.2.1.3 | Wraparound Fidelity Index (WFI-4), Exhibit A-15, is a tool used in a multi-method approach to assess the quality of individualized care planning and management for children with complex needs and their families. The WFI-4 consists of interviews with Wraparound Facilitators, caregivers/parents, children, and team members. The WFI-4 shall be administered every six (6) months by trained staff of CONTRACTOR to a statistically valid random sample of at least 35%. The sample size shall be based upon the prior year's annual program census (unduplicated child count in a fiscal year) and determined by using the free Raosoft ( <a href="http://www.raosoft.com/">http://www.raosoft.com/</a> ) sample size calculator with the following settings: 5% margin of error; 95% confidence level; annual program census; and 85% response distribution. CONTRACTOR | <b>ACHSA Recommendation</b><br><b>[County previously agreed to consider this.]:</b> Modify the proposed language in the third sentence of Section 6.2.1.3 as follows: "The WFI-4 shall be administered every <del>six (6)</del> <u>twelve (12)</u> months by trained staff of CONTRACTOR to a statistically valid random sample of at least 35%."<br><b>[Comment:</b> Wraparound providers must dedicate a significant amount of staffing resources to administer the WFI every six months. Agencies are required to complete interviews for at least ten cases, which translates to thirty interviews altogether (client, caregiver, and facilitator). For smaller agencies, Wraparound staff and/or staff from other programs have to be pulled from working directly with clients in order to complete the WFI interviewing | County is working on this.   |

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|----|-----------------------------------|----------------------|---|---|---|
|    |                                   |                      | shall enter WFI-4 survey results onto the Wraparound Online Data Entry and Reporting System (WONDERS) data system at www.wrapinfo.org, for inclusion in the County of Los Angeles countywide statistics.  | process. The time required to schedule interviews, travel to interviews (especially in large geographical Service Areas), and conduct interviews (which take from 45 to 60 minutes for clients and caregivers) amounts to a huge resource commitment. Additionally, with the six-month requirement and structure defining which cases are selected, clients and caregivers are often interviewed two times per year, which is duplicative and tedious for them, and generally does not provide the agency any new insight. If the minimum number of clients is selected to be interviewed and any clients or caregivers refuse to complete the interview process, the provider is considered out of compliance, as the sample size is too low. For this reason, incentives are used to encourage clients and caregivers to complete the process, which incurs additional costs for the agency.] |   |
| 47 | Part H,<br>page 212               | 6.2.2.1              | Special Incident Reports as defined in Section 3.1.30 of this SOW, on the same day, if they occur before 5:00 P.M., and by 9:00 A.M. the following day, if they occur after 5:00 P.M. CONTRACTOR shall submit SIRs for any DCFS child/youth via the DCFS ITRACK system. If the ITRACK system is not functioning, CONTRACTOR shall submit written SIRs (Exhibit A-16) by fax to staff identified by COUNTY within the timeframes specified herein. | <b><u>ACHSA Recommendation</u></b><br>Modify the proposed language as follows: “Special Incident Reports as defined in Section 3.1.30 of this SOW, <del>on the same day, if they occur before 5:00 P.M. and by 9:00 A.M. the following day, if they occur after 5:00 P.M.</del> within 24 hours or the next business day if the incident occurs over the weekend.”<br>[Comment: When a staff is in the field supporting a youth and family during a crisis situation, it is not reasonable to expect the staff to return to the office to complete and send an SIR before 5:00 p.m. or by 9:00 a.m. the next morning, especially if the staff is handling a crisis late at night.]  | No change   |
| 48 | Part H,<br>page 198<br>210<br>216 | Performance Measures |   | <b><u>Resolutions Previously Reached with County</u></b><br>1) DCFS, DMH, and Probation agreed that any modifications to the current Wraparound performance measures will be agreed upon by a joint “Wraparound Performance Measures Task Group” which includes providers and County representatives. ACHSA provided DCFS the following language in the DCFS group home   | No change, Casey recommendation and from data on current performance. |

**Wraparound Approach Services  
Public Comments Received**

XXXXXX = Proposed Changes

| #  | Part/Page | Section                                  | Current Draft RFSQ Language | Public Comment  | County (DCFS, DMH, & Probation) Proposed Action / Response |
|----|-----------|--|-----------------------------|---|--|
|    |           |  |                             | <p>contract which reflects how providers are to collaboratively develop Probation performance measures after the contract has been finalized: "Probation will collaboratively develop appropriate performance outcomes in the areas of safety, permanency, and well-being and tracking mechanisms for Probation-placed children within the next year." <b>[Comment:</b> The FFA and Group Home Performance Measures Task Groups collaboratively developed performance measures and standards for out-of-home care providers, operational definitions for the measures, and agency self-reports which included codes to explain the reasons why agencies may not have met performance standards. Wraparound providers have expressed concerns regarding a number of the proposed revised measures that they feel are unreasonable. As an example, the new proposed measure of "100% of Wraparound parents participate in the Parent ran support groups" does not account for family voice and choice.] 2) Performance measures involving client outcomes six months or more post-graduation (such as the fourth safety measure, third permanency measure, and second well-being measure) will be collected by DCFS for individual agencies, but reported only on a system-wide aggregate basis. <b>[Comment:</b> This is consistent with what DCFS agreed to do and was doing on the FFA and group home performance measures.]</p> |  |
| 49 | Part H    | Supervisory POC Review Tool Exhibit A-11 |                             | <p><b><u>ACHSA Recommendation</u></b></p> <p>The Supervisory POC Review Tool (SPRT) should be reviewed for modification by a joint workgroup of Wraparound and DCFS/DMH representatives. Wraparound providers have expressed a number of concerns related to the SPRT, particularly because the tool (which is based on the old POC template) does not</p>  | No change, the SPRT matches the new POC.                   |

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|----|-----------|--------------------------------------|---|--|--|
|    |           |                                      |   | flow well with the new POC.  |  |
| 50 | Part H    | Special Incident Report Exhibit A-15 | Written Critical (Special) Incident Reports are defined in section 3.1.9 of the SOW shall be reported on the same day, if the incident occurs before 5:00 P.M., and by 9:00A.M. the following day, if they occur after 5:00P.M. (SOW 8.2.2.1) | <p><b><u>ACHSA Recommendation</u></b></p> <p>Modify the Exhibit language as follows: “Written Critical (Special) Incident Reports <del>are</del> <u>as</u> defined in section <del>3.1.9</del> <u>1.1.39</u> of the SOW shall be reported <del>on the same day, if the incident occurs before 5:00 P.M., and by 9:00A.M. the following day, if they occur after 5:00P.M.</del> <u>within 24 hours or the next business day if the incident occurs over the weekend</u> (SOW <del>8.2.2.1</del> <u>6.2.2.1</u>).” <b>[Comment:</b> When a staff is in the field supporting a youth and family during a crisis situation, it is not reasonable to expect the staff to return to the office to complete and send an SIR before 5:00 p.m. or by 9:00 a.m. the next morning, especially if the staff is handling a crisis late at night.]</p> | No change.   |