



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-18011847
FOR
COMMUNITY SUPPORT AND RECOVERY CENTER SERVICES**

This Amendment ("Amendment No. "1") to Contract No. MA-042-18011847 for Community Support and Recovery Center Services is made and entered into on July 1, 2020 ("Effective Date") between Charitable Ventures of Orange County, acting through its fiscally sponsored project, Project Kinship ("Contractor"), with a place of business at 2215 N. Broadway, Suite 2, Santa Ana, CA 92706 and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18011847 for Community Support and Recovery Center Services, effective May 1, 2018 through June 30, 2020, in an amount not to exceed \$4,240,287 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 (a) to renew the Contract for two years and nine months for County to receive and Contractor to provide the services in Cohort 2 of the Contract for an increased annual amount; (b) to decrease the Contract amount for Period One and Period Two and add this amount to Period Four for County to continue receiving and Contractor to continue providing the services in Cohort 1 of the Contract, in order to expend all of the \$4,240,287 in awarded grant funds for services in Cohort 1; (c) to amend the Referenced Contract Provisions section, specific terms and conditions, and Exhibit A of the Contract; and (d) to add Exhibit D to the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. The Period One Maximum Obligation is decreased by \$243,942 from \$419,807 to \$175,865 and the Period Two Maximum Obligation is decreased by \$304,298 from \$1,910,240 to \$1,605,942.
2. The Contract is renewed for a period of two years and nine months, effective July 1, 2020 through March 31, 2023, in the amount not to exceed \$6,008,143 for the provision of Cohort 2 services during this renewal period and in the amount not to exceed \$548,240 for the provision of Cohort 1 services during Period Four, for a new total Maximum Obligation of \$9,700,190; on the amended terms and conditions.
3. Referenced Contract Provisions, section Term and Section Maximum Obligation of the Contract are deleted in their entirety and replaced with the following:

“Term: May 1, 2018 through March 31, 2023

Period One means the period from May 1, 2018 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

Period Three means the period from July 1, 2019 through June 30, 2020

Period Four means the period from July 1, 2020 through June 30, 2021

Period Five means the period from July 1, 2021 through June 30, 2022

Period Six means the period from July 1, 2022 through March 31, 2023

Maximum Obligation:

Period One Maximum Obligation:	\$ 175,865
Period Two Maximum Obligation:	\$1,605,942
Period Three Maximum Obligation:	\$1,910,240
Period Four Maximum Obligation:	\$2,408,143
Period Five Maximum Obligation:	\$2,250,000
Period Six Maximum Obligation:	<u>\$1,350,000</u>
TOTAL MAXIMUM OBLIGATION:	\$9,700,190”

4. Paragraph IV. Compliance, subparagraph B (not including the numbered subsections) and subparagraph B.1. of the Contract are deleted in their entirety and replaced with the following:

“B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected to use its own). United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>). General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>). State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).”

5. Paragraph IV. Compliance, subparagraph D.1. of the Contract is deleted in its entirety and replaced with the following:

“1. CONTRACTOR shall ensure completion of Specialized Provider Training by all

Covered Individuals relative to this Agreement. This includes compliance with federal and state healthcare program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.”

6. Paragraph V. Confidentiality, subparagraph C is added to the Contract as follows:

“C. As CONTRACTOR for a public institution, COUNTY understands and agrees that CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to releasing such information.”

7. Paragraph VI. Cost Report, subparagraph A (not including the number subsections) of the Contract are deleted in their entirety and replaced with the following:

“A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period Three, Period Four, Period Five, and Period Six, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.”

8. Paragraph VIII. Employee Eligibility Verification of the Contract is deleted in its entirety and replaced with the following

“VIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law.”

9. Paragraph XIII. Licenses and Laws, of the Contract is deleted in their entirety and replaced with the following:

“A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the

State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement

B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

- “1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
23. 42 CFR, Section 438, Managed Care Regulations”

10. Paragraph XXI. Records Management and Maintenance of the Contract is deleted in its entirety and replaced with the following:

“XXI. RECORDS MANAGEMENT AND MAINTENANCE

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

1. CONTRACTOR shall maintain records that are adequate to substantiate the charges thereto. Such records shall include, but not be limited to, individual patient charts and utilization review records.

2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was rendered, and such additional information as ADMINISTRATOR or DHCS may require.

3. CONTRACTOR shall maintain books, records, documents, accounting procedures and practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature claimed to have been incurred in the performance of this Agreement and in accordance with Medicare principles of reimbursement and GAAP.

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical necessity of the service, and the quality of care provided. Records shall be maintained in accordance with §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the termination of the Agreement, unless a longer period is required due to legal proceedings such as litigations and/or settlement of claims.

E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following discharge of the participant, client and/or patient.

F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges, billings, and revenues available at one (1) location within the limits of the County of Orange. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

1. The medical records and billing records about individuals maintained by or for a covered health care provider;
2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI."

11. Paragraph XXII. Research and Publication of the Contract is deleted in its entirety and replaced with the following:

"XXII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of, or developed, as a result of this Agreement for the purpose of personal or professional research, or for publication. CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication."

12. Paragraph XXVIII. Termination, subparagraph A of the Contract is deleted in its entirety and replaced with the following:

“A. Either party may terminate this Agreement without cause, upon ninety (90) calendar days’ written notice given the other party. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Agreement could be terminated.”

13. Paragraph XXXI. Conflict of Interest is added to the Contract as follows:

“XXXI. CONFLICT OF INTEREST

CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall apply to CONTRACTOR’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. CONTRACTOR’s efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.”

14. Paragraph XXXII. Dispute Resolution is added to the Contract as follows:

“XXXII. DISPUTE RESOLUTION

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR’s failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county."

15. Exhibit A, Section II. Budget, subsection A of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

ADMINISTRATIVE COST	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>TOTAL</u>
Salaries	\$ 1,840	\$ 11,638	\$ 12,323	\$ 0.00	\$ 25,801
Benefits	173	1,134	2,157	0.00	3464
Indirect Costs	<u>12,132</u>	<u>118,738</u>	<u>158,987</u>	<u>0.00</u>	<u>289,857</u>
SUBTOTAL	\$ 14,145	\$ 131,510	\$ 173,467	\$ 0.00	\$ 319,122
ADMINISTRATIVE COST					
PROGRAM COST					
Salaries	\$107,299	\$ 895,553	\$ 1,199,813	\$152,753	\$2,202,665
Benefits	19,657	159,925	209,967	\$ 28,274	389,549
Services and Supplies	5,833	188,213	201,648	\$ 0.00	395,694
Subcontractor	0.00	57,739	48,645	\$ 0.00	106,384
Flex Funds	<u>0.00</u>	<u>7,860</u>	<u>76,700</u>	<u>\$ 82,512</u>	<u>84,560</u>
				<u>0.00</u>	
SUBTOTAL	\$132,789	\$1,309,290	\$1,736,773	\$ 0.00	\$3,178,852
PROGRAM COST					

Start-up/Ramp-up	<u>\$ 28,932</u>	<u>\$ 165,142</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 194,074</u>
New Lease & Equipment(Cohort1)	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$284,700</u>	<u>\$ 548,240</u>
Costs					
TOTAL GROSS	\$175,865	\$1,605,942	\$1,910,240	\$548,240	\$4,240,287
COST					
REVENUE					
PROP 47	<u>\$175,865</u>	<u>\$1,605,942</u>	<u>\$1,910,240</u>	<u>\$548,240</u>	<u>\$4,240,287</u>
TOTAL REVENUE	\$175,865	\$1,605,942	\$1,910,240	\$548,240	\$4,240,287
TOTAL MAXIMUM					
OBLIGATION	\$175,865	\$1,605,942	\$1,910,240	\$548,240	\$4,240,287"

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Agreement period and/or future Agreement periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs."

16. Exhibit A, Section V. Services is deleted in its entirety and replaced with the following:

"A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of Community Support and Recovery Center services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

2215 N. Broadway, Suite 2
Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Agreement.

2. The facility shall be open from 7:00 a.m. – 6:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation to include regularly

scheduled evening and overnight hours as required in order to meet Client needs, as well as the needs of the Clients' family members or support persons. It is expected that the facility will have the capability to twenty-four (24) hour access, with limited service capability after hours, to accommodate after hours release from custody.

B. PERSONS TO BE SERVED

1. CONTRACTOR shall provide Community Support and Recovery Center (CSRC) Services to the target groups that consist of adults 18 years of age and older, including Transitional Age Youth (18 – 26 years old), who have mild to moderate mental health and/or substance use issues, and are involved in the criminal justice system.

2. The overarching goal of this program is to reduce recidivism in the criminal justice system by providing immediate access to treatment and supportive services to the target population upon release from custody.

3. Referrals will primarily come from the Orange County Intake and Release Center (IRC) or main jail, however; a small portion of referrals may come from the Public Defender, Probation, and other local stakeholders, as well as individuals who walk in to the program for services on their own and are screened to confirm target population eligibility. Additional referral sources may be identified, and shall be authorized and approved, in advance, by ADMINISTRATOR. It is anticipated that CONTRACTOR will serve at least five (5) or more Clients on a daily basis.

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall work in close collaboration with COUNTY System Navigators located in the IRC, Correctional Mental Health, and County Sheriff's Department to coordinate linkage to immediate and ongoing behavioral health services upon release from custody. For the purpose of CSRC services provided under this Agreement, System Navigators are a combination of a Licensed Clinician, Mental Health Worker, and Peers Navigators who work within the IRC to provide immediate re-entry planning, in-reach, and linkage to community and County resources upon release. The System Navigators shall engage with individuals who are being released from the IRC regarding their re-entry plans, and help those individuals link to services immediately upon release with a warm-hand off to services.

2. CONTRACTOR's services shall employ evidence-based models in the delivery of services including, but not limited to, the Assertive Community Treatment model, which embraces a "whatever it takes" approach to remove barriers for individuals to access the support needed to fully integrate into the community. Additionally, CONTRACTOR's organization shall employ the Sanctuary Model, which is a non-hierarchical, highly participatory, "trauma-informed and evidence-supported" operating system for human services organizations, which assists them in functioning in a humane, democratic and socially responsible manner, thereby providing effective treatment for Clients in a clinical setting. The Sanctuary Model is entirely congruent with restorative practices, in that it is about working with people instead of doing things to them or for them.

3. CONTRACTOR shall maintain the ability to provide a safe, welcoming, and engaging environment for individuals being released from custody, as well as to conduct a brief trauma competent screening to each individual, and assessment of their re-entry needs.

4. CONTRACTOR shall utilize a Three-Tiered triage approach to determine the level of Client need, Client commitment, and appropriateness of CONTRACTOR's services to meet those identified levels. Tiers are defined as follows:

a. Tier 1 – These are Clients with the most severe needs, with no commitment to services by Client;

b. Tier 2 – These are Clients with long-term counseling or case management needs, with low commitment to engage by Client; and

c. Tier 3 – These are Clients with multiple short-term needs, and Client is open to and seeking out multiple interactions and support.

5. In accordance with the Three-Tier triage approach, CONTRACTOR's ongoing services are most appropriate for Tier 3 Clients. During the assessment process, Tier 1 and Tier 2 Clients will be able to identify immediate basic needs in preparation for release and will receive a "warm handoff" linkage to a partner agency more appropriate to meet their long-term, more severe needs.

6. In addition to CONTRACTOR's Three Tier triage approach, CONTRACTOR shall classify Clients into three Levels of services, as follows:

a. Level 1 – Client support may be required for up to forty-eight (48) hours after being released from custody;

b. Level 2 – Client may receive services for up to ninety (90) days depending on their identified needs; and

c. Level 3 - Client may receive services for up to one hundred eighty (180) days.

d. All Tier 1 and 2 Clients shall be offered Level 1 services, if they have not already been linked to a partner agency prior to release. Tier 3 Clients shall be assigned to any of the three Levels based on their identified needs.

7. CONTRACTOR shall maintain the ability to support the implementation of an existing re-entry plan, and/or develop a comprehensive, Client driven, individualized re-entry plan with each Client.

8. CONTRACTOR shall maintain the ability to develop and train a team of staff members that utilizes peers and professionals who are knowledgeable about the re-entry needs of individuals and available resources for this unique population. The team will need to be able to provide trauma competent short term substance use and mental health counseling and case management for mild to moderate individuals.

9. CONTRACTOR shall maintain the ability to offer a continuum of housing options which includes leveraging existing housing resources as well as creating new and innovative community based housing resources for this population. These options can include, but are not limited to, immediate shelter, sober living placement, and permanent supported housing. Housing Coordinators will have expertise in the full continuum of housing options, including how to access shelters, short-term, and permanent housing. They will also have training in housing assessment and placement, resources, and provision of supportive housing services to sustain housing.

10. CONTRACTOR shall maintain the ability to provide life and job skills training by networking with various community partners.

11. CONTRACTOR shall maintain the ability to collaborate with public, community-based and faith-based organizations, to facilitate individual and group meetings at the CSRC such as legal counseling, job training, sobriety support, and housing placement.

12. CONTRACTOR shall maintain the ability to provide a continuum of transportation options ranging from bus passes and taxi vouchers, to a vehicle for transporting. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff from CSRC staff to the housing provider.

13. CONTRACTOR shall maintain the ability to provide support services and referrals for family members of individuals involved in the criminal justice system on a daily basis, including limited services after hours.

14. CONTRACTOR shall demonstrate an in-depth understanding of re-entry services, and the unique needs of individuals in the criminal justice system that have a mental health and/or substance use issue(s).

15. CONTRACTOR shall establish and demonstrate a strong connection to the community and provide a safe and welcoming environment for Clients, with an engaging and trauma competent program.

16. CONTRACTOR shall work in collaboration with the local Proposition 47 Advisory Committee as well as public, community-based and faith-based organizations in order to successfully provide a broad range of needed services.

17. The philosophy of the CSRC shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be served. This inclusion of COUNTY's multiple cultures will assist in maximizing access to services offered by the CSRC. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff addressing cultural and linguistic needs.

18. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis intervention and de-escalation approaches and techniques, as required.

19. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted. Clients shall be encouraged to participate in smoking cessation classes.

20. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighboring business and resident complaints, and staff contact information made available to neighboring businesses and residents.

21. CONTRACTOR shall collaborate with community support groups to include hosting groups of interest to Clients such as Alcoholics Anonymous and Narcotics Anonymous. These self-help groups will meet in order to provide Clients with an avenue for full recovery. The CSRC may offer ongoing 12-step groups geared towards Clients maintaining their sobriety and living a healthy life.

22. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events, and maintain the ability to provide or arrange transportation for Clients for emergency services. Clients shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible.

23. COLLABORATION AND COMMUNITY PARTNERSHIPS

a. CONTRACTOR shall develop ongoing relationships with community partners to expand resources and services available to Clients which include, but are not limited to:

- 1) Local Proposition 47 Advisory Committee;
- 2) System Navigators located at the Orange County Intake and Release Center
- 3) Orange County Correctional Mental Health;
- 4) Orange County Sheriff's Department;
- 5) Substance use and mental health counseling and recovery services;
- 6) Public, community-based and faith-based organizations;
- 7) Community-based housing providers and housing assistance services;
- 8) Community education programs;
- 9) Community employment programs;
- 10) Civil legal services;
- 11) Independent evaluator contracted by COUNTY;
- 12) Transportation services; and
- 13) Other resources and partners that offer relevant services to Clients participating in CSRC services.

24. CONTRACTOR shall attend:

- a. Meetings requested by County staff to address any aspect of CSRC Services.
- b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services.
- c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.

25. CONTRACTOR shall not engage in, or permit any of its employees or subcontractor, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

26. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

D. INDIVIDUAL SERVICES AND SUPPORT FUNDS - FLEXIBLE FUNDS

1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client's mental illness and overall quality of life;

2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report;

3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be dis allowed by ADMINISTRATOR;

4. CONTRACTOR shall ensure that all staff are trained, and have a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes Flexible Funds for a Client; and

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:

a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible Funds shall be individualized according to Client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures, and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client's lease/rental agreements, general ledgers, and needs documented in Client's treatment plans;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc., are not available in a timely manner, or are not appropriate for a Client's situation. CONTRACTOR will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Emergency housing such as a motel shall be on a case-by-case basis, and only after consultation with ADMINISTRATOR, and shall be time-limited in nature, and utilized while more appropriate housing is being located.

f. Flexible Funds may be used for housing for Clients that have been enrolled in CONTRACTOR's program, approved in advance and in writing, by ADMINISTRATOR. Housing placements utilizing flexible funds shall be authorized for thirty (30) days at a time unless otherwise specified in writing by ADMINISTRATOR. Flexible Funds shall not be used for housing for Clients that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR.

g. Flexible Funds may also be used for rental assistance and security deposits on a case-by-case basis, approved in advance and in writing by ADMINISTRATOR.

h. No single Flexible Funds expenditure, in excess of \$1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a

justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

i. Statement that pre-purchases shall only be for food, transportation, and clothing, as required and appropriate;

j. Statement indicating that pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time, and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five (\$25) each;

k. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the engagement phase of the CONTRACTOR's program; and

l. Identification of procedures to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

E. PERFORMANCE GOALS - CONTRACTOR shall, during the term of the Agreement, be required to achieve Performance Goals, and track and report Performance Goal statistics in monthly programmatic reports, as identified below.

1. Reduce recidivism in the criminal justice system by providing immediate access to treatment and supportive services upon release from custody of the target population.

2. Providing services to an increasing percentage of the target population upon release from custody. Targeted services will be counseling, linkage, housing, and transportation.

3. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance goals as required.

F. PERFORMANCE OUTCOMES - CONTRACTOR shall, during the term of the Agreement, be required to achieve, track, and report Performance Outcome statistics in programmatic reports, as identified below:

1. Eighty-five percent (85%) of individuals released from OC Jails will receive referrals to Safe Haven;

2. Seventy-five percent (75%) of individuals referred to Safe Haven will receive at least a Tier 1 service (basic needs);

3. Twenty-five percent (25%) of individuals served by Safe Haven will enroll in services;

4. Ninety percent (90%) of individuals requiring behavioral health services, such as mental health and/or substance use services, will be provided with referrals to providers (on site or within the community);

5. Ninety percent (90%) of individuals requiring assistance with obtaining transitional housing, emergency housing, and/or sober living, will be provided with referrals to housing providers within the community;

6. Eighty percent (80%) of individuals requiring assistance obtaining employment will receive support services on site or referrals to providers in the community;

7. Fifty percent (50%) of enrolled individuals requiring housing assistance will receive funded housing placements; and

8. Thirty percent (30%) of individuals enrolled in services will be linked to resources (on site or within the community).

G. CLIENT DEMOGRAPHICS AND STATISTICS – On a monthly basis, CONTRACTOR shall, at a minimum, track and monitor the following:

1. The total number of Clients referred to, and enrolled in CSRC Services.
2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. The total number and type of services provided and the length of stay for each Client in the program.
4. The total number of successful Client linkages to recommended services.
5. The total number of Clients placed in temporary housing environments, including, but not limited to: sober living, permanent supportive housing, or other housing arrangements. CONTRACTOR shall identify the name and location of each facility where Clients have been placed, and indicate the anticipated length of stay in those housing placements.
6. The total number of groups provided per week and how many Clients attended each group.
7. The total number of activities provided on and off site for the month as well as number of Clients who attended.
8. CONTRACTOR shall also monitor and track demographic and other encounter information which includes but is not limited to:
 - a. Date of Service
 - b. Client name or Client identifier
 - c. Age/Date of birth
 - d. Race
 - e. Ethnicity
 - f. Gender
 - g. Lesbian/Gay/Bisexual/Transgender/Questioning
 - h. Language spoken
 - i. Military status
 - j. Referring agency or individual and recommended services
 - k. Client enrollment status in BHS services at onset of CSRC services
 - l. Client enrollment status in BHS services at conclusion of CSRC services
 - m. Additional community services offered to Clients.
9. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing demographics and statistics.

H. INDEPENDENT EVALUATOR

1. CONTRACTOR shall work with an independent program evaluator, contracted by COUNTY, for the purpose of developing and reporting on specific performance objectives identified by COUNTY. The independent evaluator will establish performance objective benchmarks within the first six months of the program.

2. The independent evaluator will conduct a process and outcome evaluation of Proposition 47 services provided under this Agreement. The process evaluation will determine the extent to which CSRC services under this Agreement are being implemented as intended, whether progress is being made towards program objectives and expectations, and whether services are being provided with fidelity to program models. This will include the degree of success in engaging the target population, Client satisfaction with services, and Client and provider perspectives on successes and challenges. This evaluation will help to identify barriers and solutions for successful implementation.

3. The process evaluation will primarily utilize qualitative data gathered by the evaluator during bi-annual site visits using a combination of interviews, focus groups, and surveys with Clients and service Providers. Additionally, during the first year, program materials and processes will be reviewed during site visits. Overall findings will be summarized, along with findings for each program component. Annual analyses will determine whether greater success is achieved over time in program implementation, fidelity, engagement of Clients, Client satisfaction, and other process measures.

4. The outcome evaluation is to determine if the program achieved its goals. The program goals under this Agreement are to enhance successful community re-entry, via jail in-reach, engagement, and linkage to services upon release from custody; and to expand the continuum of community-based post-release services for offenders with low criminogenic risk to include intensive case management, treatment, housing, transportation, employment, and other supportive services.

I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement"

17. Exhibit A. Section VI Staffing, subsection A of the Contract is deleted in its entirety and replaced with the following:

"A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs for Period Four funded partially through Cohort 1, one (1) FTE shall be equal to an average of forty (40) hours work per week.

PROGRAM

Associate Executive Director	0.12
Program Manager	0.15
Director of Operations	0.11
Director of Programs	0.10
Case Manager	0.59

Clinician	0.15
Substance Use Counselor	0.15
Operations Coordinator	0.15
Peer Navigator	0.88
Peer Navigator Coordinator	0.15
Data Analyst	0.07
Accounting Manager	0.12
Administrative Assistant	<u>0.15</u>
SUBTOTAL PROGRAM FTEs	2.86"

18. Exhibit D is added to the Contract as follows:

“I. COMMON TERMS AND DEFINITIONS

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the IRIS and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client’s level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

2. ADL means Activities of Daily Living and refers to diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

3. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into the IRIS.

4. Member Advisory Board means a member-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center’s rules of conduct.

5. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

6. Best Practices means a term that is often used inter-changeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.

a. EBP means Evidence-Based Practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published

articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

b. Promising Practices means that experts believe the practices is likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or other credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

7. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

8. Data Collection System means software designed for collection, tracking and reporting outcomes data for clients enrolled in the FSP Programs.

a. 3 M's means the Quarterly Assessment Form that is completed for each client every three months in the approved data collection system.

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the consumers' perspective which will improve understanding of clients' needs and desires towards furthering their recovery. This individual will provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This position will be responsible for attending all data and outcome related meetings and ensuring that program is being proactive in all data collection requirements and changes at the local and state level.

c. Data Certification means the process of reviewing State and COUNTY mandated outcome data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is accurate.

d. KET means Key Event Tracking and refers to the tracking of a client's movement or changes in the approved data collection system. A KET must be completed and entered accurately each time CONTRACTOR is reporting a change from previous client status in certain categories. These categories include: residential status, employment status, education and benefits establishment.

e. PAF means Partnership Assessment Form and refers to the baseline assessment for each client that must be completed and entered into data collection system within thirty (30) days of the Partnership date.

9. Plan Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and case management services to those clients who seek services in the COUNTY operated outpatient programs.

10. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

11. CAT means Crisis Assessment Team and refers to a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four hours per day, seven days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to mental health services.

12. Certified Reviewer means an individual that obtains certification by completing all requirements set forth in the Quality Improvement and Program Compliance Reviewer Training Verification Sheet.

13. Client or Consumer means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who experiences chronic mental illness.

14. Clinical Director means an individual who meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental health setting.

15. Crisis Stabilization means a psychiatric crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

16. CSW means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's clinical experience in a mental health setting.

17. Diagnosis means the definition of the nature of the client's disorder. When formulating the diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

18. DSH means Direct Service Hours and refers to a measure in minutes that a clinician spends providing client services. DSH credit is obtained for providing mental health, case management, medication support and a crisis intervention service to any client open in the IRIS which includes both billable and non-billable services.

19. Engagement means the process by which a trusting relationship between worker and client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is the objective of a successful outreach.

20. Face-to-Face means an encounter between client and provider where they are both physically present.

21. FSP a FSP means Full Service Partnership and refers to a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and

which includes clients being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the client, psychiatrist, and PSC. Whenever possible, these multidisciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

b. Crisis management;

- 1) Housing Services;
- 2) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 3) Community-based Wraparound Recovery Services;
- 4) Vocational and Educational services;
- 5) Job Coaching/Developing;
- 6) Consumer employment;
- 7) Money management/Representative Payee support;
- 8) Flexible Fund account for immediate needs;
- 9) Transportation;
- 10) Illness education and self-management;
- 11) Medication Support;
- 12) Co-occurring Services;
- 13) Linkage to financial benefits/entitlements;
- 14) Family and Peer Support; and
- 15) Supportive socialization and meaningful community roles.

c. Client services are focused on recovery and harm reduction to encourage the highest level of client empowerment and independence achievable. PSC's will meet with the consumer in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the client's team to individuals with a co-occurring disorder.

d. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the consumer's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as consumers move through the continuum of recovery and evidence by progressing to lower level of care or out of the "intensive case management need" category.

22. Housing Specialist means a specialized position dedicated to developing the full

array of housing options for their program and monitoring their suitability for the population served in accordance with the minimal housing standards policy set by COUNTY for their program. This individual is also responsible for assisting consumers with applications to low income housing, housing subsidies, senior housing, etc.

23. Individual Services and Support Funds - Flexible Funds means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support client's mental health treatment activities.

24. Intake means the initial meeting between a client and CONTRACTOR's staff and includes an evaluation to determine if the client meets program criteria and is willing to seek services.

25. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a LCSW, or a licensed Clinical Psychologist.

26. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

27. Employment Specialist means a specialized position dedicated to cultivating and nurturing employment opportunities for the clients and matching the job to the client's strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

28. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625.

29. Medical Necessity means the requirements as defined in COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

30. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment and/or vocational adjustment.

31. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary's life and is used to define services provided to them with the intent of improving or maintaining the mental

health status of the client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring see Dual Disorders Integrated Treatment Model.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

e. Dual Disorders Integrated Treatment Model means that the program uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

f. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

g. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

h. Targeted Case Management means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

i. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

32. MHSA means Mental Health Services Act and refers to the law that provides funding for expanded community mental health services. It is also known as Proposition 63."

33. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental health field or has a high school diploma and two (2) years of experience delivering services in a mental health field.

34. MORS means Milestones of Recovery Scale and refers to a recovery scale that COUNTY will be using for the Adult mental health programs. The scale will provide the means of assigning consumers to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a recovery-based

tool for identifying the level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

35. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all individuals requesting an assessment for services and found not to meet the medical necessity criteria for specialty mental health services.

37. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.

38. Outreach means the outreach to potential clients to link them to appropriate mental health services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own client referral sources for the programs they offer.

39. Peer Navigator means an individual with lived experience has recovered from behavioral health and /or substance issues and successfully reintegrated into the community after involvement with the criminal justice system. A peer navigator can assist clients to attain their recovery goals while getting paid for this function by the program. A peer navigator's practice is informed by his/her own lived experience.

40. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based mental health services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for clinical care and case management of assigned client and families in a community, home, or program setting. This includes assisting clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent and client-centered approach.

41. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits that are given to clients that qualify for medication benefits.

42. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section 575.2. The waiver may not exceed five (5) years.

43. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring hours for licensing. An individual's registration

is subject to regulations adopted by the BBS.

44. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

45. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

46. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities' unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community's needs.

47. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

48. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623.

49. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the cases.

51. Recovery is "a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential," and identifies four major dimensions to support recovery in live:

- a. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;
- b. Home: A stable and safe place to live;
- c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
- d. Community: Relationships and social networks that provide support, friendship, love, and hope."

52. Referral means providing the effective linkage of a client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the client has made contact with the referred service.

53. Supportive Housing PSC means a person who provides services in a supportive

housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of clients assigned by the program. The PSC's will be active in supporting and implementing a full service partnership philosophy and its individualized, strengths-based, culturally appropriate, and client-centered approach.

54. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

55. Token means the security device which allows an individual user to access the ADMINISTRATOR computer based IRIS.

56. UMDAP means Uniform Method to Determine the Ability to Pay and refers to the method used for determining the annual client liability for mental health services received from COUNTY mental health system and is set by the State of California.

57. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the consumers' level of need and desired support. The Vocational/Educational Specialist will provide "one on one" vocational counseling and support to consumers to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

58. WRAP means Wellness Recovery Action Plan and refers to a consumer self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit D to the Agreement.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit D to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

<u>ADMINISTRATIVE</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
<u>COST</u>	<u>FOUR</u>	<u>FIVE</u>	<u>SIX</u>	
Salaries	\$ 12,939	\$ 12,939	\$ 12,939	\$ 38,817
Benefits	\$ 2,394	\$ 2,394	\$ 2,394	\$ 7,182
Indirect Costs	<u>\$257,671</u>	<u>\$257,671</u>	<u>\$113,017</u>	<u>\$628,359</u>
SUBTOTAL ADMINISTRATIVE COST	\$273,004	\$273,004	\$128,350	\$674,358
PROGRAM COST				
Salaries	\$1,261,911	\$1,261,911	\$890,000	\$3,413,822
Benefits	233,454	233,454	164,650	631,558
Services and Supplies	493,054	334,911	120,000	947,965
Subcontractor	60,020	60,020	7,000	127,040
Flex Funds	<u>\$ 86,700</u>	<u>\$ 86,700</u>	<u>\$ 40,000</u>	<u>\$ 213,400</u>
SUBTOTAL PROGRAM COST	\$2,135,139	\$1,976,996	\$1,221,650	\$5,333,785
TOTAL GROSS COST	\$2,408,143	\$2,250,000	\$1,350,000	\$6,008,143
REVENUE				
REVENUE PROP 47 COHORT 1	\$ 548,240	\$ 0.00	\$ 0.00	\$ 548,240
REVENUE PROP 47 COHORT 2	1,800,000	2,250,000	1,350,000	\$5,400,000
CalCRG	<u>\$ 59,904</u>	<u>\$ 0.00</u>	<u>\$ 0.00</u>	<u>\$ 59,904</u>
TOTAL REVENUE	2,408,143	2,250,000	\$1,350,000	\$6,008,143
TOTAL MAXIMUM OBLIGATION	\$2,408,143	\$2,250,000	\$1,350,000	\$6,008,143

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current Agreement period and/or future Agreement periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

III. Payments

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$200,678 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Agreement Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit D to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of the month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit D to the Agreement.

IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit D to the Agreement. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit D to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information, and be on a form acceptable to, or provided by, ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of the events and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to

present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

E. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of members, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident, and complete a Special Incident Report in accordance with guidelines provided by ADMINISTRATOR. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of member-related services provided by, or under Agreement with, COUNTY as identified in the ADMINISTRATOR Policies and Procedures (P&Ps).

F. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit D to the Agreement.

V. Services

A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of Community Support and Recovery Center services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

2215 N. Broadway, Suite 2

Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Agreement.

2. The facility shall be open from 7:00 a.m. – 6:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and overnight hours as required in order to meet Client needs, as well as the needs of the Clients' family members or support persons. It is expected that the facility will have the capability for twenty-four (24) hour access, with limited services capability after hours, to accommodate after hours release from custody.

B. PERSONS TO BE SERVED

1. CONTRACTOR shall provide Community Support and Recovery Center (CSRC) Services to the target groups that consist of adults 18 years of age and older, including Transitional Age Youth (18 – 26 years old), who have mild to moderate mental health and/or substance use issues, and are involved in the criminal justice system.

2. The overarching goal of this program is to reduce recidivism in the criminal justice system by providing immediate access to treatment and supportive services to the target population upon release from custody.

3. Referrals will primarily come from the Orange County Intake and Release Center (IRC) or main jail, however; a small portion of referrals may come from the Public Defender, Probation, and other local stakeholders, as well as individuals who walk in to the program for services on their own and are screened to confirm target population eligibility. Additional referral sources may be identified, and shall be authorized and approved, in advance, by ADMINISTRATOR. It is anticipated that CONTRACTOR will serve at least five (5) or more Clients on a daily basis.

C. SERVICES TO BE PROVIDED

1. Services in Cohort 2 have four primary initiatives, which are:
 - a. Extend existing grant-funded CSRC services including daytime and nighttime services through December 2022;
 - b. Expand CSRC services, focusing on engagement, re-entry, linkage, and capacity building;
 - c. Expand access and provision of substance use services and mental health co-occurring services to the target population; and
 - d. Expand the continuum of supportive housing options and supports for the re-entry population, including short-term and permanent housing, and housing certificates/rental assistance. CONTRACTOR shall work in close collaboration with the county System Navigators located in the IRC, Correctional Mental Health, and County Sheriff's Department to coordinate linkage to immediate and ongoing behavioral health services upon release from custody.. For the purpose of CSRC services provided under this Agreement, System Navigators are a combination of a Licensed Clinician, Mental Health Worker, and Peer Navigators who work within the IRC to provide immediate re-entry planning, in-reach, and linkage to community and county resources upon release. The System Navigators shall engage with individuals who are being released from the IRC regarding their re-entry plans, and help those individuals link to services immediately upon release with a warm-hand off to services.
2. CONTRACTOR shall expand access to and provision of substance use services for the target population. CSRC will directly refer to clinical staff in County DMC Outpatient and intensive Outpatient programs; and assist with providing in-reach to inmates with SUD issues. Building bridges from the CSRC to DMC programs establishes an avenue for justice-involved partners to link clients directly, as well as have a receiving staff that is knowledgeable and skilled in trauma-informed care, and addressing re-entry needs and criminogenic risk factors to create continuity in services. These clinical staff will work with their programs to incorporate the curriculum throughout the facility, to expand capacity for addressing the broader needs of this population.
3. CONTRACTOR shall expand access and availability of housing resources for the re-entry population. Grounded in Housing First and Critical Time Intervention (CTI) principles, CONTRACTOR will provide immediate access to housing during critical time when an individual is most vulnerable to trauma, and supportive services, which are more intensive during critical period such as transitioning from jail. The CSRC has an established flex fund to provide immediate interim housing by way of motel vouchers, shelter partnerships, and rental assistance. The CSRC Housing Coordinators/Case Managers will utilize standardized assessments to place individuals within the continuum of housing. COUNTY will leverage SAPT, MHSA, Public Safety Realignment, and the Continuum of Care (CoC) Federal Grant program to create housing opportunities for this target population. Leveraged funding will

expand existing housing contracts with recovery residences and bridge housing which will provide dedicated beds for CSRC clients. CSRC will be a referral source for OC Community Resources (OCCR)/OC Housing Authority for tenant-based rental assistance for permanent supportive housing. CoC certificates enable CSRC clients to reside in permanent housing of their choice.

4. CONTRACTOR shall expand re-entry triage staffing position in the IRC under the California Community Reinvestment Grants (Cal-CRG); the re-entry triage team is the bridge between treatment provided during incarceration and treatment services provided in the community, to ensure linkage and continuity of care for a full spectrum of services. The integrated re-entry team will include the Correctional Health Nurse and CSRC peer navigator. This team will review information gathered during Client's jail stay on needs and level of risk, and will link these individuals to the appropriate level of treatment at the time of release. The Peer Navigator will be located in close proximity to the releasing officer, provide warm hand-offs from inside the IRC to CSRC Field Services team waiting in the lobby of the IRC and facilitate continuity of care.

5. CONTRACTOR's services shall employ evidence-based models in the delivery of services including, but not limited to, the Assertive Community Treatment (ACT) model, which embraces a "whatever it takes" approach to remove barriers for individuals to access the support needed to fully integrate into the community. Additionally, CONTRACTOR's organization shall employ the Sanctuary Model, which is a non-hierarchical, highly participatory, "trauma-informed and evidence-supported" operating system for human services organizations, which assists them in functioning in a humane, democratic and socially responsible manner, thereby providing effective treatment for Clients in a clinical setting. The Sanctuary Model is entirely congruent with restorative practices, in that it is about working with people instead of doing things to them or for them. CONTRACTOR shall maintain the ability to provide a safe, welcoming, and engaging environment for individuals being released from custody, as well as to conduct a brief trauma competent screening to each individual, and assessment of their re-entry needs.

6. CONTRACTOR shall utilize a Three-Tiered triage approach to determine the level of Client need, Client commitment, and appropriateness of CONTRACTOR's services to meet those identified levels. Tiers are defined as follows:

- a. Tier 1 – These are Clients with the most severe needs, with no commitment to services by Client;
- b. Tier 2 – These are Clients with long-term counseling or case management needs, with low commitment to engage by Client; and
- c. Tier 3 – These are Clients with multiple short-term needs, and Client is open to and seeking out multiple interactions and support.

7. In accordance with the Three-Tier triage approach, CONTRACTOR's ongoing services are most appropriate for Tier 3 Clients. During the assessment process, Tier 1 and Tier 2 Clients will be able to identify immediate basic needs in preparation for release and will receive a "warm handoff" linkage to a partner agency more appropriate to meet their long-term, more severe needs.

8. In addition to CONTRACTOR's Three Tier triage approach, CONTRACTOR shall classify Clients into three Levels of services, as follows:

- a. Level 1 – Client support may be required for up to forty-eight (48) hours after

being released from custody;

b. Level 2 – Client may receive services for up to ninety (90) days depending on their identified needs; and

c. Level 3 - Client may receive services for up to one hundred eighty (180) days.

d. All Tier 1 and 2 Clients shall be offered Level 1 services, if they have not already been linked to a partner agency prior to release. Tier 3 Clients shall be assigned to any of the three Levels based on their identified needs.

9. CONTRACTOR shall maintain the ability to support the implementation of an existing re-entry plan, and/or develop a comprehensive, Client driven, individualized re-entry plan with each Client.

10. CONTRACTOR shall maintain the ability to develop and train a team of staff members that utilizes peers and professionals who are knowledgeable about the re-entry needs of individuals and available resources for this unique population. The team will need to be able to provide trauma competent short term substance use and mental health counseling and case management for mild to moderate individuals.

11. CONTRACTOR shall maintain the ability to offer a continuum of housing options which includes leveraging existing housing resources as well as creating new and innovative community based housing resources for this population. These options can include, but are not limited to, immediate shelter, sober living placement, and permanent supported housing. Housing Coordinators will have expertise in the full continuum of housing options, including how to access shelters, short-term, and permanent housing. They will also have training in housing assessment and placement, resources, and provision of supportive housing services to sustain housing.

12. CONTRACTOR shall maintain the ability to provide life and job skills training by networking with various community partners.

13. CONTRACTOR shall maintain the ability to collaborate with public, community-based and faith-based organizations, to facilitate individual and group meetings at the CSRC such as legal counseling, job training, sobriety support, and housing placement.

14. CONTRACTOR shall maintain the ability to provide a continuum of transportation options, ranging from bus passes and taxi vouchers, to a vehicle for transporting. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff from CSRC staff to the housing provider.

15. CONTRACTOR shall maintain the ability to provide support services and referrals for family members of individuals involved in the criminal justice system on a daily basis, including limited services after hours.

16. CONTRACTOR shall demonstrate an in-depth understanding of re-entry services and the unique needs of individuals in the criminal justice system that have a mental health and/or substance use issue(s).

17. CONTRACTOR shall establish and demonstrate a strong connection to the community and provide a safe and welcoming environment for Clients, with an engaging and trauma competent program.

18. CONTRACTOR shall work in collaboration with the local Proposition 47 Advisory

Committee as well as public, community-based and faith-based organizations in order to successfully provide a broad range of needed services.

19. The philosophy of the CSRC shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be served. This inclusion of COUNTY's multiple cultures will assist in maximizing access to services offered by the CSRC. ADMINISTRATOR shall provide, or cause to be provided, education and training to staff addressing cultural and linguistic needs.

18. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis intervention and de-escalation approaches and techniques, as required.

19. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted. Clients shall be encouraged to participate in smoking cessation classes.

20. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighboring business and resident complaints, and staff contact information made available to neighboring businesses and residents.

21. CONTRACTOR shall collaborate with community support groups to include hosting groups of interest to Clients such as Alcoholics Anonymous and Narcotics Anonymous. These self-help groups will meet in order to provide Clients with an avenue for full recovery. The CSRC may offer ongoing 12-step groups geared towards Clients maintaining their sobriety and living a healthy life.

22. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events, and maintain the ability to provide or arrange transportation for Clients for emergency services. Clients shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible.

23. COLLABORATION AND COMMUNITY PARTNERSHIPS

a. CONTRACTOR shall develop ongoing relationships with community partners to expand resources and services available to Clients which include, but are not limited to:

- 1) Local Proposition 47 Advisory Committee;
- 2) System Navigators located at the Orange County Intake and Release Center;
- 3) Orange County Correctional Mental Health;
- 4) Orange County Sheriff's Department;
- 5) Substance use and mental health counseling and recovery services;
- 6) Public, community-based and faith-based organizations;
- 7) Community-based housing providers and housing assistance services;
- 8) Community education programs;
- 9) Community employment programs;

- 10) Civil legal services;
- 11) Independent evaluator contracted by COUNTY;
- 12) Transportation services; and
- 13) Other resources and partners that offer relevant services to Clients participating in CSRC services.

24. CONTRACTOR shall attend:

- a. Meetings requested by County staff to address any aspect of CSRC Services.
- b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services.
- c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.

25. CONTRACTOR shall not engage in, or permit any of its employees or subcontractor, to conduct research activity on COUNTY Clients without obtaining prior written authorization from ADMINISTRATOR.

26. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

D. INDIVIDUAL SERVICES AND SUPPORT FUNDS - FLEXIBLE FUNDS

1. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client's mental illness and overall quality of life;

2. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report;

3. CONTRACTOR shall develop a P&P, or revise an existing P&P, regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR;

4. CONTRACTOR shall ensure that all staff are trained, and have a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes Flexible Funds for a Client; and

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to:

- a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, and justified, and that expenditure of Flexible Funds shall be individualized according to Client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures, and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client's lease/rental agreements, general ledgers, and needs documented in Client's treatment plans;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc., are not available in a timely manner, or are not appropriate for a Client's situation. CONTRACTOR will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Emergency housing such as a motel shall be on a case-by-case basis, and only after consultation with ADMINISTRATOR, and shall be time-limited in nature, and utilized while more appropriate housing is being located.

f. Flexible Funds may be used for housing for Clients that have been enrolled in CONTRACTOR's program, approved in advance and in writing, by ADMINISTRATOR. Housing placements utilizing flexible funds shall be authorized for thirty (30) days at a time unless otherwise specified in writing by ADMINISTRATOR. Flexible Funds shall not be used for housing for Clients that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR.

g. Flexible Funds may also be used for rental assistance and security deposits on a case-by-case basis, approved in advance and in writing by ADMINISTRATOR.

h. No single Flexible Funds expenditure, in excess of \$1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

i. Statement that pre-purchases shall only be for food, transportation, and clothing, as required and appropriate;

j. Statement indicating that pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time, and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five (\$25) each;

k. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the engagement phase of the CONTRACTOR's program; and

l. Identification of procedures to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

E. PERFORMANCE GOALS - CONTRACTOR shall, during the term of the Agreement,

be required to achieve Performance Goals, and track and report Performance Goal statistics in monthly programmatic reports, as identified below and in the Performance Goals and Objectives of the Exhibit A of the Agreement.

1. Enhance successful re-entry by increasing the number of individuals receiving peer engagement and assistance with basic needs at release, and daytime services at the CSRC.

2. Reduce homelessness among individuals re-entering the community after incarceration by expanding access to emergency, short-term, and permanent housing for justice-involved individuals with substance use disorders and/or co-occurring mental health disorders.

3. Reduce risk of recidivism by expanding access to and provision of community-based, re-entry-focused SUD and mental health/co-occurring services by providing SUD treatment coordination, peer navigation, and support to improve participant in SUD treatment.

F. CLIENT DEMOGRAPHICS AND STATISTICS – On a monthly basis, CONTRACTOR shall, at a minimum, track and monitor the following:

1. The total number of Clients referred to, and enrolled in CSRC Services.
2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.
3. The total number and type of services provided and the length of stay for each Client in the program.
4. The total number of successful Client linkages to recommended services.
5. The total number of Clients placed in temporary housing environments, including, but not limited to: sober living, permanent supportive housing, or other housing arrangements. CONTRACTOR shall identify the name and location of each facility where Clients have been placed, and indicate the anticipated length of stay in those housing placements.
6. The total number of groups provided per week and how many Clients attended each group.
7. The total number of activities provided on and off site for the month as well as number of Clients who attended.
8. CONTRACTOR shall also monitor and track demographic and other encounter information which includes but is not limited to:
 - a. Date of Service
 - b. Client name or Client identifier
 - c. Age/Date of birth
 - d. Race
 - e. Ethnicity
 - f. Gender
 - g. Lesbian/Gay/Bisexual/Transgender/Questioning
 - h. Language spoken

- i. Military status
- j. Referring agency or individual and recommended services
- k. Client enrollment status in BHS services at onset of CSRC services
- l. Client enrollment status in BHS services at conclusion of CSRC services
- m. Additional community services offered to Clients.

9. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing demographics and statistics.

G. INDEPENDENT EVALUATOR

1. CONTRACTOR shall work with an independent program evaluator, contracted by COUNTY, for the purpose of developing and reporting on specific performance objectives identified by COUNTY. The independent evaluator will establish performance objective benchmarks within the first six months of the program.

2. The independent evaluator will conduct a process and outcome evaluation of Proposition 47 services provided under this Agreement. The process evaluation will determine the extent to which CSRC services under this Agreement are being implemented as intended, whether progress is being made towards program objectives and expectations, and whether services are being provided with fidelity to program models. This will include the degree of success in engaging the target population, Client satisfaction with services, and Client and provider perspectives on successes and challenges. This evaluation will help to identify barriers and solutions for successful implementation.

3. The process evaluation will primarily utilize qualitative data gathered by the evaluator during bi-annual site visits using a combination of interviews, focus groups, and surveys with Clients and service Providers. Program materials and processes will be reviewed during site visits. Overall findings will be summarized, along with findings for each program component. Annual analyses will determine whether greater success is achieved over time in program implementation, fidelity, engagement of Clients, Client satisfaction, and other process measures.

4. The outcome evaluation is to determine if the program achieved its goals. The program goals under this Agreement are to enhance successful community re-entry, via jail in-reach, engagement, and linkage to services upon release from custody; and to expand the continuum of community-based post-release services for offenders with low criminogenic risk to include intensive case management, treatment, housing, transportation, employment, and other supportive services.

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Attachment D to the Agreement.

VI. Staffing

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs for Period Four funded partially through Cohort 1, one (1) FTE shall be equal to an average of forty (40) hours work per week.

ADMINISTRATIVE	FTE
Executive Director	0.10
SUBTOTAL ADMINISTRATIVE FTE	0.10
PROGRAM	
Associate Executive Director	0.80
Program Manager	1.00
Director of Operations	0.75
Director of Programs	0.70
Case Manager (3) & Housing Case Manager (1)	4.00
Housing Coordinator	1.00
Clinician	1.00
Program Clinician Coordinator	1.00
Operations Coordinator	0.20
Substance Use Counselor (2)	2.00
Peer Navigator (6) & Peer Navigator Coordinator (1)	7.00
Data Analyst	0.50
Lead Data Analyst	0.80
Accounting Manager	0.80
Administrative Assistant	<u>1.00</u>
SUBTOTAL PROGRAM FTEs	22.65
TOTAL FTEs	22.65

B. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

C. CONTRACTOR shall recruit, hire, train and maintain staff who possess qualifications including work, education and lived experience requirements that meet the level of expertise needed to perform required duties. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

D. CONTRACTOR staff shall be trained, or be willing and able to obtain training upon hire

and prior to providing any services to Clients, on serious and persistent mental illness, substance use disorders, psychotropic medications and their effects, the principles of trauma-informed care, and motivational interviewing.

E. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

F. Program Director roles and responsibilities shall include, but not be limited to:

1. Maintain ongoing communication with Clients on their needs in order to support and promote their successful re-entry into the mainstream community upon release from custody;

2. Research, evaluate, and implement the most current best practices as they relate to this level of recovery and independence, including continued progress towards achieving positive outcomes;

3. Submittal of monthly financial and programmatic reports, and demographics and performance objective data to ADMINISTRATOR with verification that data is correct and accurate;

4. Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed annually and revised as needed.

5. Fiscal and programmatic management of the CSRC Services operating budget;

6. Development and coordination of in-service training of staff, both initially and ongoing, on topics related to recovery-based, re-entry supportive services. A training schedule with topics and target dates for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of each fiscal year of the Agreement term; and

7. Maintain ongoing communication with ADMINISTRATOR in regards to program operations and issues.

G. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place it in their personnel files.

H. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

I. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

J. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any staff vacancies occurring at a time when bilingual and bicultural composition of the program staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-bilingual and bicultural staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in advance and in writing, by ADMINISTRATOR.

K. CONTRACTOR shall make its best effort to provide services pursuant to the

Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

L. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

M. CONTRACTOR shall maintain personnel files for each staff member, including the management and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

N. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Agreement.

O. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Staffing Paragraph of this Attachment D to the Agreement"

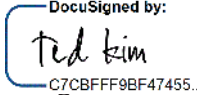
This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: Charitable Ventures of Orange County, acting through its fiscally sponsored project, Project Kinship

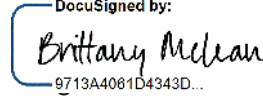
Ted Kim	Chief operating officer
Print Name	Title
 C7CBFFF9BF47455...	4/23/2020
	Date
Print Name	Title
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

Brittany McLean	Deputy County Counsel
Print Name	Title
 9713A4061D4343D...	4/24/2020
	Date