

1 FIRST AMENDMENT TO AGREEMENT FOR PROVISION OF
 2 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE AND
 3 SOCIAL SECURITY INCOME OUTREACH SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
 8 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY
 9 JULY 1, 2016 THROUGH JUNE 30, 2019

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 12 THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of May 2017 (effective
 13 date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California
 14 (COUNTY) and ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL
 15 HEALTH ASSOCIATION OF ORANGE COUNTY, a California nonprofit corporation
 16 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as
 17 “Party” or collectively as “Parties.” This First Amendment, and the original Agreement, shall continue
 18 to be administered by the County of Orange Health Care Agency (“ADMINISTRATOR”).

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 20 **W I T N E S S E T H:**

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 22 WHEREAS, on July 1, 2016, COUNTY and CONTRACTOR previously entered into that certain
 23 Agreement for the provision of Adult Mental Health Representative Payee and Social Security Income
 24 Outreach Services for the period of July 1, 2016 through June 30, 2019 (Agreement); and

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 26 WHEREAS, COUNTY and CONTRACTOR agree to amend the Agreement to increase funding for
 27 Social Security Income Outreach Services by \$136,708, from \$852,000 to \$988,708, in order to increase
 28 staffing and maintain positions that can provide high-level services to the clients and program, for a
 29 revised total maximum obligation of \$1,304,935 for the period of July 1, 2016 through June 30, 2019;
 30 and

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 32 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 33 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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1. Page 4, lines 8 through 14, of the Referenced Contract Provisions section of the Agreement are amended to read as follows:

“Maximum Obligation:

	Representative <u>Payee Services</u>	Social Security Income <u>Outreach Services</u>	<u>Total</u>
Period One Maximum Obligation:	\$105,409	\$294,516	\$399,925
Period Two Maximum Obligation:	105,409	347,096	452,505
Period Three Maximum Obligation:	<u>105,409</u>	<u>347,096</u>	<u>452,505</u>
TOTAL MAXIMUM OBLIGATION:	\$316,227	\$988,708	\$1,304,935”

2. Paragraph IV. Compliance, of the Agreement is amended to read as follows:

“IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and procedures relating to ADMINISTRATOR’s Compliance Program, Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR’s Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR’s Compliance Department to ensure they include all required elements by ADMINISTRATOR’s Compliance Officer as described in in this Paragraph IV (COMPLIANCE). These elements include:

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR’s Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed

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1 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program
2 and Code of Conduct.

3 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
4 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
5 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
6 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
7 ADMINISTRATOR’s Compliance Officer, or designee, shall review said documents within a
8 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
9 CONTRACTOR’s proposed compliance program and code of conduct contain all required elements to
10 the ADMINISTRATOR’s satisfaction as consistent with the HCA’s Compliance Program and Code of
11 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
12 CONTRACTOR shall revise its compliance program and code of conduct to meet
13 ADMINISTRATOR’s required elements within thirty (30) calendar days after ADMINISTRATOR’s
14 Compliance Officer’s determination and resubmit the same for review by the ADMINISTRATOR.

15 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the
16 CONTRACTOR’s compliance program, code of conduct and any Compliance related policies and
17 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
18 relative to this Agreement are made aware of CONTRACTOR’s compliance program, code of conduct,
19 related policies and procedures and contact information for the ADMINISTRATOR’s Compliance
20 Program.

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

28 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all
29 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
30 health care items or services or who perform billing or coding functions on behalf of
31 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
32 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
33 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
34 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
35 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
36 made aware of ADMINISTRATOR’s Compliance Program, Code of Conduct and related policies and
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1 | procedures (or CONTRACTOR’s own compliance program, code of conduct and related policies and
2 | procedures if CONTRACTOR has elected to use its own).

3 | 2. An Ineligible Person shall be any individual or entity who:

4 | a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
5 | federal and state health care programs; or

6 | b. has been convicted of a criminal offense related to the provision of health care items or
7 | services and has not been reinstated in the federal and state health care programs after a period of
8 | exclusion, suspension, debarment, or ineligibility.

9 | 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
10 | CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
11 | Agreement.

12 | 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
13 | annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
14 | its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
15 | State of California health programs and have not been excluded or debarred from participation in any
16 | federal or state health care programs, and to further represent to CONTRACTOR that they do not have
17 | any Ineligible Person in their employ or under contract.

18 | 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
19 | debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
20 | CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
21 | services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
22 | Ineligible Person.

23 | 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
24 | federal and state funded health care services by contract with COUNTY in the event that they are
25 | currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
26 | If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
27 | CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
28 | business operations related to this Agreement.

29 | 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
30 | entity is currently excluded, suspended or debarred, or is identified as such after being sanction
31 | screened. Such individual or entity shall be immediately removed from participating in any activity
32 | associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
33 | sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
34 | CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
35 | overpayment is verified by ADMINISTRATOR.

36 | C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General
37 | Compliance Training available to Covered Individuals.

1 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR’s
2 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
3 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
4 representative to complete the General Compliance Training when offered.

5 2. Such training will be made available to Covered Individuals within thirty (30) calendar
6 days of employment or engagement.

7 3. Such training will be made available to each Covered Individual annually.

8 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
9 copies of training certification upon request.

10 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
11 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
12 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
13 CONTRACTOR shall provide copies of the certifications.

14 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized
15 Provider Training, where appropriate, available to Covered Individuals.

16 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
17 Individuals relative to this Agreement.

18 2. Such training will be made available to Covered Individuals within thirty (30) calendar
19 days of employment or engagement.

20 3. Such training will be made available to each Covered Individual annually.

21 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
22 provide copies of the certifications upon request.

23 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
24 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a
25 group setting while CONTRACTOR shall retain the certifications. Upon written request by
26 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.”

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28 3. Paragraph XI. Indemnification and Insurance, of the Agreement is amended to read as follows:

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30 **“XI. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
33 districts and agencies for which COUNTY’s Board of Supervisors acts as the governing Board
34 (“COUNTY INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature,
35 including but not limited to personal injury or property damage, arising from or related to the services,
36 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
37 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

1 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
2 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
3 request a jury apportionment.

4 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
5 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
6 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
7 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements
8 on deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
9 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
10 subject to the same terms and conditions as set forth herein for CONTRACTOR.

11 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
12 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
13 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
14 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
15 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
16 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
17 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
18 insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection
19 by COUNTY representative(s) at any reasonable time.

20 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
21 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
22 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
23 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
24 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
25 other indemnity provision(s) in this Agreement, agrees to all of the following:

26 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all
27 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or
28 subcontractor's performance of this Agreement, CONTRACTOR shall defend the COUNTY at its sole
29 cost and expense with counsel approved by Board of Supervisors against same; and

30 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
31 duty to indemnify or hold harmless; and

32 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
33 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
34 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

35 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
36 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall

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1 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
 2 this Agreement.

3 F. QUALIFIED INSURER

4 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 5 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 6 edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,
 7 but not mandatory, that the insurer be licensed to do business in the state of California (California
 8 Admitted Carrier).

9 2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of
 10 Risk Management retains the right to approve or reject a carrier after a review of the company's
 11 performance and financial ratings.

12 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 13 limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

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 29 H. REQUIRED COVERAGE FORMS

30 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
 31 substitute form providing liability coverage at least as broad.

32 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
 33 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

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1 I. REQUIRED ENDORSEMENTS

2 1. The Commercial General Liability policy shall contain the following endorsements, which
3 shall accompany the COI:

4 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least
5 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
6 agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY
7 WRITTEN AGREEMENT.

8 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
9 least as broad evidencing that the CONTRACTOR’s insurance is primary and any insurance or self-
10 insurance maintained by the County of Orange shall be excess and non-contributing.

11 2. The Network Security and Privacy Liability policy shall contain the following
12 endorsements which shall accompany the Certificate of Insurance:

13 a. An Additional Insured endorsement naming the County of Orange, its elected and
14 appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.

15 b. A primary and non-contributing endorsement evidencing that the Contractor’s
16 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
17 excess and non-contributing.

18 J. All insurance policies required by this Agreement shall waive all rights of subrogation against
19 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
20 within the scope of their appointment or employment.

21 K. The Workers’ Compensation policy shall contain a waiver of subrogation endorsement waiving
22 all rights of subrogation against the County of Orange, its elected and appointed officials, officers,
23 agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN
24 AGREEMENT.

25 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
26 cancellation and within ten (10) days for non-payment of premium and provide a copy of the
27 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a
28 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this
29 Agreement.

30 M. If CONTRACTOR’s Professional Liability and/or Network Security & Privacy Liability are
31 “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years
32 following the completion of the Agreement.

33 N. The Commercial General Liability policy shall contain a “severability of interests” clause also
34 known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).

35 O. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
36 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
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1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
2 adequately protect COUNTY.

3 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
4 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
5 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
6 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
7 Agreement by COUNTY.

8 Q. The procuring of such required policy or policies of insurance shall not be construed to limit
9 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
10 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

11 R. SUBMISSION OF INSURANCE DOCUMENTS

12 1. The COI and endorsements shall be provided to COUNTY as follows:

- 13 a. Prior to the start date of this Agreement.
- 14 b. No later than the expiration date for each policy.
- 15 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
16 changes to any of the insurance types as set forth in Subparagraph G, above.

17 2. The COI and endorsements shall be provided to the COUNTY at the address as specified in
18 the Referenced Contract Provisions of this Agreement.

19 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
20 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
21 have sole discretion to impose one or both of the following:

22 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
23 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
24 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
25 submitted to ADMINISTRATOR.

26 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
27 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
28 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
29 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

30 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
31 CONTRACTOR's monthly invoice.

32 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
33 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
34 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.”

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1 4. Paragraph XXVII. Termination, of the Agreement is amended to read as follows:

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3 **“XXVII. TERMINATION”**

4 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days’
5 written notice given the other party.

6 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
7 five (5) calendar days’ written notice if CONTRACTOR fails to perform any of the terms of this
8 Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty
9 (30) calendar days for corrective action.

10 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
11 of any of the following events:

12 1. The loss by CONTRACTOR of legal capacity.

13 2. Cessation of services.

14 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
15 another entity without the prior written consent of COUNTY.

16 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
17 required pursuant to this Agreement.

18 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
19 this Agreement.

20 6. The continued incapacity of any physician or licensed person to perform duties required
21 pursuant to this Agreement.

22 7. Unethical conduct or malpractice by any physician or licensed person providing services
23 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
24 removes such physician or licensed person from serving persons treated or assisted pursuant to this
25 Agreement.

26 **D. CONTINGENT FUNDING**

27 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

28 a. The continued availability of federal, state and county funds for reimbursement of
29 COUNTY’s expenditures, and

30 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
31 approved by the Board of Supervisors.

32 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
33 terminate or renegotiate this Agreement upon thirty (30) calendar days’ written notice given
34 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
35 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

36 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
37 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole

1 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
2 term of the Agreement.

3 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
4 above, CONTRACTOR shall do the following:

5 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
6 is consistent with recognized standards of quality care and prudent business practice.

7 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
8 performance during the remaining contract term.

9 3. Until the date of termination, continue to provide the same level of service required by this
10 Agreement.

11 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
12 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
13 orderly transfer.

14 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
15 client's best interests.

16 6. If records are to be transferred to COUNTY, pack and label such records in accordance
17 with directions provided by ADMINISTRATOR.

18 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
19 supplies purchased with funds provided by COUNTY.

20 8. To the extent services are terminated, cancel outstanding commitments covering the
21 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
22 commitments which relate to personal services. With respect to these canceled commitments,
23 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
24 arising out of such cancellation of commitment which shall be subject to written approval of
25 ADMINISTRATOR.

26 9. Provide written notice of termination of services to each client being served under this
27 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
28 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar
29 day period.

30 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
31 exclusive, and are in addition to any other rights and remedies provided by law or under this
32 Agreement.”

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5. Paragraph V. Services, of Exhibit A to the Agreement is amended to read as follows:

“V. SERVICES

A. FACILITY – CONTRACTOR shall provide services hereunder within facilities that are maintained in a professional office environment at the following location, and/or any other location approved, in writing, by ADMINISTRATOR:

2416 S. Main Street
Santa Ana, CA 92707

- 1. Include a space which can be used for Representative Payee Program services;
- 2. Have accessible parking for Clients, including spaces for persons with disabilities;
- 3. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities;
- 4. Have restrooms for men and women which are accessible to persons with disabilities;
- 5. CONTRACTOR shall operate during the hours which are most accessible to Clients, subject to written approval by ADMINISTRATOR; and

6. Maintain a holiday schedule consistent with COUNTY’s holiday schedule. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults over eighteen (18) years of age referred to CONTRACTOR for Representative Payee Services by COUNTY, for which CONTRACTOR is approved as Representative Payee by applicable governing agencies. CONTRACTOR shall be sensitive to the special needs of Clients who are dually diagnosed and older adults over sixty (60) years of age.

C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide Representative Payee Services with a goal of serving an average of one hundred twenty (120) Clients per month, who are referred by CONTRACTOR or COUNTY. CONTRACTOR shall provide services that include, but are not limited to, the following:

- 1. Maintaining legal status as the Representative Payee for each Client, as authorized by the Federal Social Security Administration;
- 2. Setting up an individual trust account for each Client;
- 3. Establishing a written process for receiving all Client income, and making routine and emergency payments on behalf of Clients, in a timely manner;
- 4. Providing a written procedure to each Client at the time of first meeting that clearly and simply explains the steps required to request and make payments or receive discretionary funds from their trust account. A copy of the written procedure shall be placed in the Client file;

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1 5. Communicating on a regular basis with COUNTY Plan Coordinators, as needed, but at
2 least monthly, regarding the status of Clients' linkage to Representative Payee Services, and
3 documenting that communication in a communication log;

4 6. Communicating with Clients, as needed, but monthly as a minimum, to inform them of the
5 status of their accounts and provide them with their discretionary funds as scheduled and documenting
6 that communication in a communication log; and

7 7. Preparing and submitting all documentation as required by the Social Security
8 Administration, for each Client, and maintaining a record of that documentation in the Client file.

9 D. CONTRACTOR shall develop Policies and Procedures (P&P's) including, but not limited to:
10 daily operations; documentation requirements; records maintenance; confidentiality of records;
11 individual trust account management; and shall ensure that all staff are trained and have a clear
12 understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training
13 for each staff member and placed in their personnel files.

14 E. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
15 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
16 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
17 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
18 institution, or religious belief.

19 F. COUNTY shall monitor CONTRACTOR's completion of corrective action plans.

20 G. COUNTY shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

21 H. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,
22 and members of the Board of Directors which will include, but not be limited to, standards related to the
23 use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and
24 conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the
25 Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set
26 forth in the Code of Conduct.

27 I. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
28 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
29 shall maintain documents of such efforts which may include; but not be limited to: records of
30 participation in COUNTY sponsored or other applicable training; recruitment and hiring policies and
31 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
32 measures taken to enhance accessibility for, and sensitivity to, individuals who are physically
33 challenged.

34 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to
35 modify the Services Paragraph of this Exhibit A to the Agreement.”

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6. Paragraph VI. Staffing, of Exhibit A to the Agreement is amended to read as follows:

“II. STAFFING

A. 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 clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual 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 writing, in advance, by ADMINISTRATOR.

B. 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.

C. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training and Annual Compliance Training.

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

E. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in advance, of any new staffing changes; including promotions, temporary FTE changes and internal or external temporary staffing assignment requests that occur during the term of the agreement.

F. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>
	<u>FTEs</u>	<u>FTEs</u>	<u>FTEs</u>
DIRECT PROGRAM			
Program Director	1.00	1.00	1.00
Specialist	<u>0.50</u>	<u>0.50</u>	<u>0.50</u>
TOTAL PROGRAM FTEs	1.50	1.50	1.50
TOTAL CONTRACT FTEs	1.50	1.50	1.50

//

1 G. WORKLOAD STANDARDS – CONTRACTOR shall achieve a goal of serving an average of
 2 one hundred twenty (120) Clients per month as specified in the Services Paragraph of this Exhibit A to
 3 the Agreement.

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

8 I. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 9 Staffing Paragraph of this Exhibit A to the Agreement.”

10
 11 7. Paragraph I. Budget, of Exhibit B to the Agreement is amended to read as follows:

12
 13 **“I. BUDGET**

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

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COST				
Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Benefits	0	0	0	0
Indirect Costs	<u>23,640</u>	<u>23,640</u>	<u>23,640</u>	<u>70,920</u>
SUBTOTAL ADMIN COST	\$ 23,640	\$ 23,640	\$ 23,640	\$ 70,920
PROGRAM COST				
Salaries	\$179,719	\$221,774	\$221,774	\$623,267
Benefits	36,366	46,891	46,891	130,148
Services and Supplies	<u>54,791</u>	<u>54,791</u>	<u>54,791</u>	<u>164,373</u>
SUBTOTAL PROGRAM COST	\$270,876	\$323,456	\$323,456	\$917,788
TOTAL COST	\$294,516	\$347,096	\$347,096	\$988,708
REVENUE				
County Discretionary	<u>\$294,516</u>	<u>\$347,096</u>	<u>\$347,096</u>	<u>\$988,708</u>
TOTAL REVENUE	\$294,516	\$347,096	\$347,096	\$988,708
TOTAL BUDGET	\$294,516	\$347,096	\$347,096	\$988,708

1 B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
2 provided pursuant to the Agreement, CONTRACTOR may make written application to
3 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
4 fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR
5 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
6 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and
7 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
8 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

9 C. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds
10 between programs, or between budgeted line items within a program, for the purpose of meeting
11 specific program needs or for providing continuity of care to its Clients, by utilizing a Budget/Staffing
12 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly
13 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
14 which will include a justification narrative specifying the purpose of the request, the amount of said
15 funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current
16 contract period and/or future contract periods. CONTRACTOR shall obtain written approval of any
17 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by
18 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for
19 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

20 D. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
21 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
22 of service for which payment is claimed. Any apportionment of or distribution of costs, including
23 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
24 be made in accordance with generally accepted principles of accounting, and Medicare regulations. The
25 client eligibility determination and fee charged to and collected from clients, together with a record of
26 all billings rendered and revenues received from any source, on behalf of clients treated pursuant to the
27 Agreement, must be reflected in CONTRACTOR's financial records.

28 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
29 Budget Paragraph of this Exhibit B to the Agreement.”

30
31 8. Paragraph III. Payments, of Exhibit B to the Agreement is amended to read as follows:

32
33 **“II. PAYMENTS**

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$28,925
35 per month for Period One, Period Two, and Period Three. All payments are interim payments only and
36 are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for
37 which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder

1 provided, however, the total of such payments does not exceed the Maximum Obligation for each Period
2 as noted in the Referenced Contract Provisions of the Agreement and, provided further,
3 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations.
4 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
5 provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

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9. Paragraph IV. Reports, of Exhibit B to the Agreement is amended to read as follows:

“III. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit B to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day 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.

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

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit B to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Programmatic reports will include the Monthly Services Report in which service and performance measures shall be reported in five (5) categories: total number of applications submitted, number of applications approved, number of applications denied, number of applications pending, and program changes. This report shall be submitted as directed by ADMINISTRATOR by the twentieth (20th) day of the month following the month being reported.

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

5 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
6 Reports Paragraph of this Exhibit B to the Agreement.”

7
8 10. Paragraph V. Services, of Exhibit B to the Agreement is amended to read as follows

9 **“V. SERVICES**

10 A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements
11 for a professional office environment for the provision of a SSI Outreach Services Program, for
12 exclusive use by COUNTY at the following location, or any other location approved, in advance, in
13 writing, by ADMINISTRATOR:

14
15 788 Town & Country Road
16 Orange, CA 92868
17

18 1. The facility shall:

19 a. Include a space which can be used for the Social Security Income (SSI) Outreach Team
20 staff to meet with Clients.

21 b. Have accessible parking for Clients, including spaces for persons with disabilities.

22 c. Be located in a location that is readily accessible by public transportation and
23 accessible to persons with disabilities.

24 2. CONTRACTOR shall operate during the hours which are most accessible to Clients,
25 subject to written approval by ADMINISTRATOR.

26 3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY’s holiday
27 schedule, unless otherwise approved in advance by ADMINISTRATOR. However, CONTRACTOR is
28 encouraged to provide the aforementioned services on holidays, whenever possible.

29 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to
30 seriously and persistently mentally ill adults, age eighteen (18) and older, who have been referred or
31 approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the
32 language preferred by the client. CONTRACTOR shall be sensitive to the special needs of clients who
33 are dually diagnosed or older adults (over 60 years of age).

34 C. SSI OUTREACH SERVICES – CONTRACTOR shall provide SSI outreach assistance and
35 support to mental health Clients by assisting Clients to apply for SSI Benefits and representing Clients
36 in court to appeal denials of benefits. The SSI outreach team will receive client referrals from
37 COUNTY operated and contracted clinic programs, the homeless Multi-Service Center, and designated

1 hospitals. Clients will be assisted with completing the necessary paperwork and compiling supporting
2 documentation. The SSI Outreach Team will be responsible to be knowledgeable of the current and
3 pending requirements for the SSI application and approval process at all times. In-service educational
4 meetings for COUNTY and contracted program staff will be held to educate them regarding the
5 eligibility requirements and the application process.

6 D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual
7 client which shall include diagnostic studies, records of client interviews, progress notes, and records of
8 service provided by various personnel in sufficient detail to permit an evaluation of services.
9 CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of
10 documentation in the clients’ records.

11 1. COUNTY may provide CONTRACTOR with copies of relevant database information
12 which may include psychiatric and psychosocial histories, community functioning evaluations,
13 coordination plans, service plans, medication records, and progress notes.

14 2. CONTRACTOR shall retain a complete and true copy of any client record created by
15 CONTRACTOR.

16 3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws
17 governing these records.

18 E. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide
19 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps prior to
20 accepting any client Admissions to the program. All P&Ps and program guidelines will be reviewed bi-
21 annually at a minimum for updates. Policies will include but not limited to the following:

- 22 1. SSI Application and Approval Process
- 23 2. Quality Management/Performance Outcomes
- 24 3. Personnel/In-service Training
- 25 4. Code of Conduct/Compliance
- 26 5. Mandated Reporting

27 F. CONTRACTOR shall develop and provide an initial and on-going training module to be used
28 for staff development and training that includes but is not limited to the following:

- 29 1. Orientation to the program’s goals, P&Ps
- 30 2. Training on subjects as required by state regulations
- 31 3. SSI application and approval process

32 G. CONTRACTOR shall develop and provide, during the first month of the contracting period, a
33 SSI User’s Manual to be used as a reference document by all staff that refer clients to CONTRACTOR
34 for SSI benefits. The User’s Manual shall be reviewed and approved by ADMINISTRATOR prior to
35 distribution.

36 H. CONTRACTOR shall obtain a NPI – The standard unique health identifier adopted by the
37 Secretary of HHS under HIPAA of 1996 for health care providers.

1 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
2 for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

3 2. CONTRACTOR, including each employee that provides services under the Agreement,
4 will obtain a NPI upon commencement of the Agreement or prior to providing services under the
5 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
6 ADMINISTRATOR, all NPI as soon as they are available.

7 I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
8 service provided under this Agreement to individuals who are covered by Medi-Cal and have not
9 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon

10 //
11 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
12 Agreement.

13 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
14 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
15 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
16 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
17 institution, or religious belief.

18 K. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

19 1. Case conferences, as requested by ADMINISTRATOR.

20 2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual
21 and other issues related to, but not limited to whether it is or is not progressing satisfactorily in
22 achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory
23 progress, compliance with P&Ps, review of statistics and services;

24 L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
25 conduct research activity on COUNTY clients without obtaining prior written authorization from
26 ADMINISTRATOR.

27 M. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
28 recording, and reporting portion of the agreement with the COUNTY. If administrative responsibilities
29 are delegated to subcontractors, the Contractor must ensure that any subcontractor(s) possess the
30 qualifications and capacity to perform all delegated responsibilities, including but not limited to the
31 following:

32 1. Designate the responsible position(s) in your organization for managing the funds allocated
33 to this program;

34 2. Maximize the use of the allocated funds;

35 3. Ensure timely and accurate reporting of monthly expenditures;

36 4. Maintain appropriate staffing levels;

37 5. Request budget and/or staffing modifications to the Agreement;

- 6. Effectively communicate and monitor the program for its success;
- 7. Track and report expenditures electronically;
- 8. Maintain electronic and telephone communication between key staff and ADMINISTRATOR; and

- 9. Act quickly to identify and solve problems.
- N. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.
- O. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.
- P. ADMINISTRATOR shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

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Q. ADMINISTRATOR shall provide a written copy of all assessments completed on clients referred for Admission to CONTRACTOR.

R. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of client-related services provided by, or under contract with, the COUNTY as identified in the HCA's P&Ps.

- S. PERFORMANCE OUTCOMES
- 1. CONTRACTOR shall assist Clients in the preparation and submission of SSI applications to obtain a minimum of a ninety percent (90%) approval rate in achieving entitlement benefits.
 - 2. CONTRACTOR shall conduct an annual minimum of 25 in-service trainings to County staff, and approved county and county-contracted providers on how to assist clients with the application process.

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

11. Paragraph VI. Staffing, of Exhibit B to the Agreement is amended to read as follows

“IV. STAFFING

A. 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 clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual 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 writing, in advance, by ADMINISTRATOR.

B. 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

1 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
 2 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
 3 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

4 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
 5 P&Ps. CONTRACTOR shall provide signature confirmation of the P&Ps training for each staff
 6 member and placed in their personnel files.

7 D. CONTRACTOR shall ensure that all staff complete the COUNTY’s Annual Provider Training
 8 and Annual Compliance Training.

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

12 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 13 any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

14 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
 15 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
 16 external temporary staffing assignment requests that occur during the term of the agreement.

17 H. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
 18 Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE will be
 19 equal to an average of forty (40) hours work per week.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>
	<u>ONE FTEs</u>	<u>TWO FTEs</u>	<u>THREE FTEs</u>
ADMINISTRATION			
DIRECT PROGRAM			
Program Director	1.00	1.00	1.00
SSI Outreach Specialist	3.00	3.00	3.00
Program Assistant	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
TOTAL PROGRAM FTEs	5.00	5.00	5.00
TOTAL CONTRACT FTEs	5.00	5.00	5.00

31 I. WORKLOAD STANDARDS – CONTRACTOR shall serve a minimum of two hundred (200)
 32 clients annually.

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

37 //

1 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Staffing Paragraph of this Exhibit B to the Agreement.”

3
4 In all other respects, the terms of the underlying Agreement, not specifically changed by this
5 Amendment, shall remain in full force and are incorporated by reference herein.

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1 IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement, in the
2 County of Orange, State of California.

3
4 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH
5 ASSOCIATION OF ORANGE COUNTY

6
7 DocuSigned by:
8 BY: Jeff Thrash DATED: 3/28/2017
9 94C5D4F5B2E54BC...

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11 TITLE: CEO

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16 COUNTY OF ORANGE

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19 BY: _____ DATED: _____
20 HEALTH CARE AGENCY

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25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

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29 DocuSigned by:
30 BY: Eric Divine DATED: 3/28/2017
31 C4E3886C1E6D4FD...

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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
signature alone is required by ADMINISTRATOR.