

1 CONTRACT FOR PROVISION OF  
2 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 COLLEGE COMMUNITY SERVICES  
7 JULY 1, 2020 THROUGH JUNE 30, 2023  
8

9 THIS CONTRACT entered into this 1st day of July 2020, is by and between the COUNTY OF  
10 ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE COMMUNITY  
11 SERVICES, a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may  
12 sometimes be referred to herein individually as "Party" or collectively as "Parties." This Contract shall  
13 be administered by the Director of the COUNTY's Health Care Agency or an authorized designee  
14 ("ADMINISTRATOR").  
15

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

17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Peer  
18 Mentoring Services for Adults and Older Adults services described herein to the residents of Orange  
19 County; and

20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
21 conditions hereinafter set forth:

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

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**Term:** July 1, 2020 through June 30, 2023  
Period One: July 1, 2020 through June 30, 2021  
Period Two: July 1, 2021 through June 30, 2022  
Period Three: July 1, 2022 through June 30, 2023

**Maximum Obligation:**

Period One Amount Not to Exceed:	\$ 2,389,063
Period Two Amount Not to Exceed:	\$ 2,189,063
Period Three Amount Not to Exceed:	<u>\$ 2,189,063</u>
TOTAL AMOUNT NOT TO EXCEED:	\$6,767,189

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 92-958-0897

**CONTRACTOR TAX ID Number:** 95-4864640

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract Services  
405 West 5th Street, Suite 600  
Santa Ana, CA 92701-4637

**CONTRACTOR:** College Community Services  
4281 Katella Avenue, Suite 201  
Los Alamitos, CA 90720  
Gail Laporte, CA State Director  
Gail.Laporte@pathways.com

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## I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Contract:

1		
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3		
4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AF. FFS	Fee For Service
35	AG. FSP	Full Service Partnership
36	AH. FTE	Full Time Equivalent
37	AI. GAAP	Generally Accepted Accounting Principles

1	AJ. HCA	County of Orange Health Care Agency
2	AK. HHS	Federal Health and Human Services Agency
3	AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AM. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AN. HIV	Human Immunodeficiency Virus
8	AO. HSC	California Health and Safety Code
9	AP. IRIS	Integrated Records and Information System
10	AQ. ITC	Indigent Trauma Care
11	AR. LCSW	Licensed Clinical Social Worker
12	AS. MAT	Medication Assisted Treatment
13	AT. MFT	Marriage and Family Therapist
14	AU. MH	Mental Health
15	AV. MHP	Mental Health Plan
16	AW. MHS	Mental Health Specialist
17	AX. MHSA	Mental Health Services Act
18	AZ. MSN	Medical Safety Net
19	BA. NIH	National Institutes of Health
20	BB. NPI	National Provider Identifier
21	BC. NPPES	National Plan and Provider Enumeration System
22	BD. OCR	Federal Office for Civil Rights
23	BE. OIG	Federal Office of Inspector General
24	BF. OMB	Federal Office of Management and Budget
25	BG. OPM	Federal Office of Personnel Management
26	BH. P&P	Policy and Procedure
27	BI. PA DSS	Payment Application Data Security Standard
28	BJ. PATH	Projects for Assistance in Transition from Homelessness
29	BK. PC	California Penal Code
30	BL. PCI DSS	Payment Card Industry Data Security Standards
31	BM. PCS	Post-Release Community Supervision
32	BN. PHI	Protected Health Information
33	BO. PII	Personally Identifiable Information
34	BP. PRA	California Public Records Act
35	BQ. PSC	Professional Services Contract System
36	BR. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BS. SIR	Self-Insured Retention

1	BT. SMA	Statewide Maximum Allowable (rate)
2	BU. SOW	Scope of Work
3	BV. SUD	Substance Use Disorder
4	BW. UMDAP	Uniform Method of Determining Ability to Pay
5	BX. UOS	Units of Service
6	BY. USC	United States Code
7	BZ. WIC	Women, Infants and Children

## 8

### 9 **II. ALTERATION OF TERMS**

10 A. This Contract, together with Exhibits A, B, C, D and E, attached hereto and incorporated herein,  
 11 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the  
 12 subject matter of this Contract.

13 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of  
 14 this Contract or any Exhibits, whether written or verbal, made by the Parties, their officers, employees  
 15 or agents shall be valid unless made in the form of a written amendment to this Contract, which has been  
 16 formally approved and executed by both Parties.

### 17

### 18 **III. ASSIGNMENT OF DEBTS**

19 Unless this Contract is followed without interruption by another Contract between the Parties hereto  
 20 for the same services and substantially the same scope, at the termination of this Contract,  
 21 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
 22 persons receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail  
 23 each of the respective Parties, specifying the date of assignment, the County of Orange as assignee, and  
 24 the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf  
 25 of said persons, shall be immediately given to COUNTY.

### 26

### 27 **IV. COMPLIANCE**

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
 35 compliance program, code of conduct and any compliance related policies and procedures.  
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall  
 37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

1 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to  
2 this Contract. These elements include:

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

10 3. If CONTRACTOR does not provide proof of its own compliance program to  
11 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance  
12 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within  
13 thirty (30) calendar days of execution of this Contract a signed acknowledgement that CONTRACTOR  
14 will internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.  
15 CONTRACTOR shall have as many Covered Individuals it determines necessary complete  
16 ADMINISTRATOR's annual compliance training to ensure proper compliance.

17 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any  
18 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR  
19 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures  
20 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.  
21 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a  
22 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's  
23 proposed compliance program and code of conduct contain all required elements to the  
24 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of  
25 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and  
26 CONTRACTOR shall revise its compliance program and code of conduct to meet  
27 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's  
28 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

29 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the  
30 CONTRACTOR's compliance program, code of conduct and any compliance related policies and  
31 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals  
32 relative to this Contract are made aware of CONTRACTOR's compliance program, code of conduct,  
33 related policies and procedures and contact information for the ADMINISTRATOR's Compliance  
34 Program.

35 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
36 retained to provide services related to this Contract monthly to ensure that they are not designated as  
37 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General



1 Services Administration's Excluded Parties List System or System for Award Management, the Health  
2 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the  
3 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death  
4 Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

5 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,  
6 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items  
7 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
8 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of  
9 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or  
10 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if  
11 CONTRACTOR has elected to use its own).

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

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

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

18 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
19 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
20 Contract.

21 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to  
22 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its  
23 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State  
24 of California health programs and have not been excluded or debarred from participation in any federal  
25 or state health care programs, and to further represent to CONTRACTOR that they do not have any  
26 Ineligible Person in their employ or under contract.

27 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
28 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
29 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing  
30 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an  
31 Ineligible Person.

32 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing  
33 federal and state funded health care services by contract with COUNTY in the event that they are  
34 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.  
35 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
36 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
37 business operations related to this Contract.

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

8           C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General  
9 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

25           1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered  
26 Individuals relative to this Contract. This includes compliance with federal and state healthcare  
27 program regulations and procedures or instructions otherwise communicated by regulatory agencies;  
28 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

34           5. Each Covered Individual attending a group training shall certify, in writing, attendance at  
35 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a  
36 group setting while CONTRACTOR shall retain the certifications. Upon written request by  
37 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations. This includes compliance with federal and state health care program regulations and procedures or instructions otherwise communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and participate in the quality improvement activities developed in the implementation of the Quality Management Program.

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9, §1810.410.subds.(c)-(d).

F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults grounded on this Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such default.

**V. CONFIDENTIALITY**

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

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1 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract  
2 are Clients of the Orange County Mental Health services system, and therefore it may be necessary for  
3 authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding  
4 specific Clients with COUNTY or other providers of related services contracting with COUNTY.

5 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
6 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
7 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,  
8 Part 2.6, relating to confidentiality of medical information.

9 3. In the event of a collaborative service Contract between Mental Health services providers,  
10 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
11 from the collaborative agency, for Clients receiving services through the collaborative Contract.

12 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors  
13 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the  
14 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and  
15 all information and records which may be obtained in the course of providing such services. This  
16 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of  
17 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
18 consultants, subcontractors, volunteers and interns.

19  
20 **VI. CONFLICT OF INTEREST**

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

29  
30 **VII. COST REPORT**

31 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period  
32 Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period  
33 for which they are prepared or termination of this Contract.

34 CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and  
35 COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract.  
36 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,  
37 and funding sources in accordance with such requirements and consistent with prudent business

1 practice, which costs and allocations shall be supported by source documentation maintained by  
2 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

3 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time  
4 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the  
5 following:

6 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each  
7 business day after the above specified due date that the accurate and complete Cost Report is not  
8 submitted. Imposition of the late penalty shall be at the sole discretion of the ADMINISTRATOR. The  
9 late penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
10 CONTRACTOR.

11 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
12 pursuant to any or all Contracts between COUNTY and CONTRACTOR until such time that the  
13 accurate and complete Cost Report is delivered to ADMINISTRATOR.

14 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
15 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be  
16 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

17 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report  
18 within one hundred and eighty (180) calendar days following the termination of this Contract, and  
19 CONTRACTOR has not entered into a subsequent or new Contract for any other services with  
20 COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall  
21 be immediately reimbursed to COUNTY.

22 B. The individual and/or consolidated Cost Report prepared for each period shall be the final  
23 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis  
24 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are  
25 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The  
26 Cost Report shall be the final financial record for subsequent audits, if any.

27 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
28 less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set  
29 forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim  
30 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
31 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
32 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
33 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
34 calendar days of submission of the Cost Report or COUNTY may elect to reduce any amount owed  
35 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

36 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
37 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly

1 | payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such  
2 | reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the  
3 | Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days  
4 | after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any  
5 | amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

6 | E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to  
7 | this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly  
8 | payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such  
9 | payment does not exceed the Maximum Obligation of COUNTY.

10 | F. All Cost Reports shall contain the following attestation, which may be typed directly on or  
11 | attached to the Cost Report:

12 |  
13 | "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
14 | supporting documentation prepared by \_\_\_\_\_ for the cost report period  
15 | beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
16 | knowledge and belief, costs reimbursed through this Contract are reasonable and  
17 | allowable and directly or indirectly related to the services provided and that this Cost  
18 | Report is a true, correct, and complete statement from the books and records of  
19 | (provider name) in accordance with applicable instructions, except as noted. I also  
20 | hereby certify that I have the authority to execute the accompanying Cost Report.

21 |  
22 | Signed \_\_\_\_\_  
23 | Name \_\_\_\_\_  
24 | Title \_\_\_\_\_  
25 | Date \_\_\_\_\_"

26 |  
27 | **VIII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

28 | A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
29 | prior written consent of COUNTY. CONTRACTOR shall provide written notification of  
30 | CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to  
31 | ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.  
32 | Any attempted assignment or delegation in derogation of this paragraph shall be void.

33 | B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
34 | business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the  
35 | new owners shall be required under the terms of sale or other instruments of transfer to assume  
36 | CONTRACTOR's duties and obligations contained in this Contract and complete them to the

37 | //

1 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in  
2 part, without the prior written consent of COUNTY.

3 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
4 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)  
5 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
6 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
7 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
8 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

9 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
10 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
11 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
12 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR  
13 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or  
14 delegation in derogation of this subparagraph shall be void.

15 3. If CONTRACTOR is a governmental organization, any change to another structure,  
16 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board  
17 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an  
18 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of  
19 this subparagraph shall be void.

20 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
21 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
22 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
23 the effective date of the assignment.

24 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
25 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
26 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
27 governing body of CONTRACTOR at one time.

28 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY  
29 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to  
30 COUNTY for the provision of services under the Contract.

31 C. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by  
32 means of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR,  
33 meet the requirements of this Contract as they relate to the service or activity under subcontract, include  
34 any provisions that ADMINISTRATOR may require, and are authorized in writing by  
35 ADMINISTRATOR prior to the beginning of service delivery.

36 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the  
37 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor

1 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR  
2 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

3 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY  
4 pursuant to this Contract.

5 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,  
6 amounts claimed for subcontracts not approved in accordance with this paragraph.

7 4. This provision shall not be applicable to service Contracts usually and customarily entered  
8 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services  
9 provided by consultants.

10 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's  
11 status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR  
12 is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation  
13 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance  
14 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County  
15 that may arise prior to or during the period of Contract performance. While CONTRACTOR will be  
16 required to provide this information without prompting from COUNTY any time there is a change in  
17 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an  
18 update to COUNTY of its status in these areas whenever requested by COUNTY.

## 19 20 **IX. DISPUTE RESOLUTION**

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

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

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

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



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

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

### 12 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

13 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations  
14 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
15 consultants performing work under this Contract meet the citizenship or alien status requirements set  
16 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
17 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
18 employment eligibility status required by federal or state statutes and regulations including, but not  
19 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
20 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
21 covered employees, subcontractors, and consultants for the period prescribed by the law.  
22

### 23 **XI. EQUIPMENT**

24 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
25 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
26 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively  
27 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000  
28 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as  
29 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes  
30 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may  
31 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not  
32 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of  
33 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated  
34 according to GAAP.  
35

36 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any  
37 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR

1 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
 2 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
 3 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
 4 purchased asset in an Equipment inventory.

5 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to  
 6 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in  
 7 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it  
 8 is purchased. Title of expensed Equipment shall be vested with COUNTY.

9 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
 10 with funds paid through this Contract, including date of purchase, purchase price, serial number, model  
 11 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall  
 12 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if  
 13 any.

14 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
 15 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
 16 or all Equipment to COUNTY.

17 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
 18 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,  
 19 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
 20 Equipment are moved from one location to another or returned to COUNTY as surplus.

21 G. Unless this Contract is followed without interruption by another Contract between the Parties  
 22 for substantially the same type and scope of services, at the termination of this Contract for  
 23 any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through  
 24 this Contract.

25 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
 26 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

## 27 28 **XII. FACILITIES, PAYMENTS AND SERVICES**

29 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
 30 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.  
 31 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the  
 32 minimum number and type of staff which meet applicable federal and state requirements, and which are  
 33 necessary for the provision of the services hereunder.

34 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
 35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
 36 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
 37 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount

1 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
2 services, staffing, facilities or supplies.

### 4 **XIII. INDEMNIFICATION AND INSURANCE**

5 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and  
6 hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
7 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
8 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
9 including but not limited to personal injury or property damage, arising from or related to the services,  
10 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is  
11 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
12 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
13 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
14 request a jury apportionment.

15 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all  
16 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
17 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.  
18 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements  
19 on deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors  
20 performing work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject  
21 to the same terms and conditions as set forth herein for CONTRACTOR.

22 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of  
23 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an  
24 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for  
25 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
26 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the  
27 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor  
28 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of  
29 insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by  
30 COUNTY representative(s) at any reasonable time.

31 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand  
32 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of  
33 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,  
34 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this  
35 Contract, agrees to all of the following:

36 1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all  
37 liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or

1 subcontractor's performance of this Contract, CONTRACTOR shall defend the COUNTY at its sole  
2 cost and expense with counsel approved by Board of Supervisors against same; and

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

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

8 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of  
9 this Contract, the COUNTY may terminate this Contract.

10 F. QUALIFIED INSURER

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

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

19 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum  
20 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 (4 passengers or less)	\$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
Professional Liability Insurance	\$1,000,000 per claims -made

\$1,000,000 aggregate

Sexual Misconduct Liability

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

2. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the COI:

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

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

J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this Contract.

//

1 M. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network  
2 Security & Privacy Liability are "Claims -Made" policies, CONTRACTOR shall agree to maintain  
3 coverage for two (2) years following the completion of the Contract.

4 N. The Commercial General Liability policy shall contain a "severability of interests" clause also  
5 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

6 O. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
7 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be  
8 made to the next qualified vendor. COUNTY expressly retains the right to terminate if the  
9 CONTRACTOR fails to provide the insurance certificated and endorsements as specified.

10 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
11 insurance of any of the above insurance types throughout the term of this Contract. Any increase or  
12 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
13 adequately protect COUNTY.

14 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
15 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with  
16 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,  
17 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be  
18 entitled to all legal remedies.

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

22 S. SUBMISSION OF INSURANCE DOCUMENTS

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

24 a. Prior to the start date of this Contract.

25 b. No later than the expiration date for each policy.

26 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
27 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

33 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
34 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the  
35 required COI and endorsements that meet the insurance provisions stipulated in this Contract are  
36 submitted to ADMINISTRATOR.

37 //

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

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

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

#### 10 **XIV. INSPECTIONS AND AUDITS**

11 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
 12 of the State of California, the Secretary of the United States Department of Health and Human Services,  
 13 the Comptroller General of the United States, or any other of their authorized representatives, shall to  
 14 the extent permissible under applicable law have access to any books, documents, and records, including  
 15 but not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client  
 16 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to  
 17 a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making  
 18 transcripts during the periods of retention set forth in the Records Management and Maintenance  
 19 Paragraph of this Contract. Such persons may at all reasonable times inspect or otherwise evaluate the  
 20 services provided pursuant to this Contract, and the premises in which they are provided.

21 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 22 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 23 Contract, and shall provide the above-mentioned persons adequate office space to conduct such  
 24 evaluation or monitoring.

#### 25 C. AUDIT RESPONSE

26 1. Following an audit report, in the event of non-compliance with applicable laws and  
 27 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as  
 28 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 29 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty  
 30 (30) calendar days after receiving notice from ADMINISTRATOR.

31 2. If the audit reveals that money is payable from one Party to the other, that is,  
 32 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to  
 33 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)  
 34 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to  
 35 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,  
 36

37 //

1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an  
2 amount not to exceed the reimbursement due COUNTY.

3 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file  
4 with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as  
5 may be required during the term of this Contract.

6 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
7 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
8 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
9 cost of such operation or audit is reimbursed in whole or in part through this Contract.

## 10 **XV. LICENSES AND LAWS**

11 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
12 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,  
13 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,  
14 regulations and requirements of the United States, the State of California, COUNTY, and all other  
15 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and  
16 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,  
17 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be  
18 cause for termination of this Contract.

19 B. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
20 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
21 requirements shall include, but not be limited to, the following:  
22

- 23 1. ARRA of 2009.
- 24 2. Trafficking Victims Protection Act of 2000.
- 25 3. WIC, Division 5, Community Mental Health Services.
- 26 4. WIC, Division 6, Admissions and Judicial Commitments.
- 27 5. WIC, Division 7, Mental Institutions.
- 28 6. HSC, §§1250 et seq., Health Facilities.
- 29 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 30 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 31 9. CCR, Title 17, Public Health.
- 32 10. CCR, Title 22, Social Security.
- 33 11. CFR, Title 42, Public Health.
- 34 12. CFR, Title 45, Public Welfare.
- 35 13. USC Title 42. Public Health and Welfare.
- 36 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 37 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.



- 1 16. 42 USC §1857, et seq., Clean Air Act.
- 2 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 3 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 4 19. Policies and procedures set forth in Mental Health Services Act.
- 5 20. Policies and procedures set forth in DHCS Letters.
- 6 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 7 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 8 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 9 23. 42 CFR, Section 438, Managed Care Regulations

10  
11 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

12 A. Any written information or literature, including educational or promotional materials,  
13 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
14 to this Contract must be approved at least thirty (30) days in advance and in writing by  
15 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written  
16 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,  
17 and electronic media such as the Internet.

18 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
19 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
20 Contract must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

21 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly  
22 available social media sites) in support of the services described within this Contract, CONTRACTOR  
23 shall develop social media policies and procedures and have them available to ADMINISTRATOR  
24 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media  
25 used to either directly or indirectly support the services described within this Contract. CONTRACTOR  
26 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social  
27 media developed in support of the services described within this Contract. CONTRACTOR shall also  
28 include any required funding statement information on social media when required by  
29 ADMINISTRATOR.

30 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement  
31 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

32  
33 **XVII. MAXIMUM OBLIGATION**

34 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
35 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in  
36 the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

37 //

1 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten  
2 percent (10%) of Period One funding for this Contract.

3  
4 **XVIII. MINIMUM WAGE LAWS**

5 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
6 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
7 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”  
8 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any  
9 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals  
10 providing services pursuant to this Contract be paid no less than the greater of the federal or California  
11 Minimum Wage.

12 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other  
13 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor  
14 standards pursuant to providing services pursuant to this Contract.

15 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
16 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
17 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
18 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

19  
20 **XIX. NONDISCRIMINATION**

21 **A. EMPLOYMENT**

22 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined  
23 in the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee  
24 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,  
25 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
26 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,  
27 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its  
28 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for  
29 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,  
30 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,  
31 gender expression, age, sexual orientation, or military and veteran status.

32 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or  
33 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or  
34 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection  
35 for training, including apprenticeship.

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1 3. CONTRACTOR shall not discriminate between employees with spouses and employees  
2 with domestic partners, or discriminate between domestic partners and spouses of those employees, in  
3 the provision of benefits.

4 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
5 employment, notices from ADMINISTRATOR and/or the United States Equal Employment  
6 Opportunity Commission setting forth the provisions of the EOC.

7 5. All solicitations or advertisements for employees placed by or on behalf of  
8 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration  
9 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
10 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
11 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
12 shall be deemed fulfilled by use of the term EOE.

13 6. Each labor union or representative of workers with which CONTRACTOR and/or  
14 subcontractor has a collective bargaining Contract or other contract or understanding must post a notice  
15 advising the labor union or workers' representative of the commitments under this Nondiscrimination  
16 Paragraph and shall post copies of the notice in conspicuous places, available to employees and  
17 applicants for employment.

18 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
19 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
20 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
21 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
22 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
23 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
24 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
25 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information  
26 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and  
27 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all  
28 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination  
29 paragraph, discrimination includes, but is not limited to the following based on one or more of the  
30 factors identified above:

- 31 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 32 2. Providing any service or benefit to a Client which is different or is provided in a different  
33 manner or at a different time from that provided to other Clients.
- 34 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
35 others receiving any service and/or benefit.

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1 4. Treating a Client differently from others in satisfying any admission requirement or  
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
3 any service and/or benefit.

4 5. Assignment of times or places for the provision of services.

5 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients  
6 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all  
7 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and  
8 ADMINISTRATOR.

9 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR  
10 shall establish an internal informal problem resolution process for Clients not able to resolve such  
11 problems at the point of service. Clients may initiate a grievance or complaint directly with  
12 CONTRACTOR either orally or in writing.

13 a. COUNTY shall establish a formal resolution and grievance process in the event  
14 informal processes do not yield a resolution.

15 b. Throughout the problem resolution and grievance process, Client rights shall be  
16 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process.  
17 Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

18 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
19 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to  
20 request a State Fair Hearing.

21 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
22 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
23 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
24 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
25 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,  
26 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
27 with succeeding legislation.

28 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
29 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights  
30 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
31 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
32 enforce rights secured by federal or state law.

33 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and  
34 state law, this Contract may be canceled, terminated or suspended in whole or in part and  
35 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
36 state or COUNTY funds.

37 //

**XX. NOTICES**

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Contract shall be effective:

1. When written and deposited in the United States mail, first class postage prepaid and addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR;

2. When faxed, transmission confirmed;

3. When sent by Email; or

4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage to any COUNTY property in possession of CONTRACTOR.

D. For purposes of this Contract, any notice to be provided by COUNTY may be given by ADMINISTRATOR.

**XXI. NOTIFICATION OF DEATH**

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

//

1 c. When notification via encrypted email is not possible or practical CONTRACTOR may  
2 hand deliver or fax to a known number said notification.

3 C. If there are any questions regarding the cause of death of any person served pursuant to this  
4 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to  
5 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this  
6 Notification of Death Paragraph.

## 7 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

9 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
10 whole or in part by the COUNTY, except for those events or meetings that are intended solely to serve  
11 Clients or occur in the normal course of business.

12 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
13 of any applicable public event or meeting. The notification must include the date, time, duration,  
14 location and purpose of the public event or meeting. Any promotional materials or event related flyers  
15 must be approved by ADMINISTRATOR prior to distribution.

## 16 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

21 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for  
22 which claims are submitted for reimbursement under this Contract and the charges thereto. Such  
23 records shall include, but not be limited to, individual patient charts and utilization review records.

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

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

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

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
36 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
37 PHI in violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the

1 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal  
2 or state regulations and/or COUNTY policies.

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

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

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

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

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

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

23 1. The medical records and billing records about individuals maintained by or for a covered  
24 health care provider;

25 2. The enrollment, payment, claims adjudication, and case or medical management record  
26 systems maintained by or for a health plan; or

27 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

31 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit  
32 or site visit.

33 2. Provide auditor or other authorized individuals access to documents via a computer  
34 terminal.

35 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
36 requested.

37 //

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

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

8  
9 **XXIV. RESEARCH AND PUBLICATION**

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

13  
14 **XXV. SEVERABILITY**

15 If a court of competent jurisdiction declares any provision of this Contract or application thereof to  
16 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,  
17 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the  
18 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full  
19 force and effect, and to that extent the provisions of this Contract are severable.

20  
21 **XXVI. SPECIAL PROVISIONS**

22 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following  
23 purposes:

- 24 1. Making cash payments to intended recipients of services through this Contract.
- 25 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
26 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on  
27 use of appropriated funds to influence certain federal contracting and financial transactions).
- 28 3. Fundraising.
- 29 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
30 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of  
31 Directors or governing body.
- 32 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing  
33 body for expenses or services.
- 34 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,  
35 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized  
36 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

37 //



1 7. Paying an individual salary or compensation for services at a rate in excess of the current  
2 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
3 Schedule may be found at www.opm.gov.

4 8. Severance pay for separating employees.

5 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building  
6 codes and obtaining all necessary building permits for any associated construction.

7 10. Supplanting current funding for existing services.

8 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR  
9 shall not use the funds provided by means of this Contract for the following purposes:

10 1. Funding travel or training (excluding mileage or parking).

11 2. Making phone calls outside of the local area unless documented to be directly for the  
12 purpose of Client care.

13 3. Payment for grant writing, consultants, certified public accounting, or legal services.

14 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
15 contribute to the quality of services to be provided pursuant to this Contract.

16 5. Purchasing or improving land, including constructing or permanently improving any  
17 building or facility, except for tenant improvements.

18 6. Providing inpatient hospital services or purchasing major medical equipment.

19 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
20 funds (matching).

21 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
22 CONTRACTOR's Clients.

23  
24 **XXVII. STATUS OF CONTRACTOR**

25 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
26 wholly responsible for the manner in which it performs the services required of it by the terms of this  
27 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
28 consultants employed by CONTRACTOR. This Contract shall not be construed as creating the  
29 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
30 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.  
31 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents,  
32 consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the  
33 course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers,  
34 interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and  
35 shall not be considered in any manner to be COUNTY's employees.

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**XXVIII. TERM**

1  
2 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of  
3 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the  
4 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this  
5 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond  
6 this term, including but not limited to, obligations with respect to confidentiality, indemnification,  
7 audits, reporting, and accounting.

8 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend  
9 or holiday may be performed on the next regular business day.

**XXIX. TERMINATION**

10  
11  
12 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative  
13 contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject  
14 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not  
15 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe  
16 as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is  
17 resolved and/or the Contract could be terminated.

18 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of  
19 any of the following events:

- 20 1. The loss by CONTRACTOR of legal capacity.  
21 2. Cessation of services.  
22 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
23 another entity without the prior written consent of COUNTY.  
24 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
25 required pursuant to this Contract.  
26 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
27 this Contract.  
28 6. The continued incapacity of any physician or licensed person to perform duties required  
29 pursuant to this Contract.  
30 7. Unethical conduct or malpractice by any physician or licensed person providing services  
31 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR  
32 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
33 Contract.

**C. CONTINGENT FUNDING**

- 34  
35 1. Any obligation of COUNTY under this Contract is contingent upon the following:  
36 a. The continued availability of federal, state and county funds for reimbursement of  
37 COUNTY's expenditures, and

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

3 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,  
4 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given  
5 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,  
6 CONTRACTOR shall not be obligated to accept the renegotiated terms.

7 D. In the event this Contract is suspended or terminated prior to the completion of the term as  
8 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its  
9 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced  
10 term of the Contract.

11 E. In the event this Contract is terminated CONTRACTOR shall do the following:

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

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

16 3. Until the date of termination, continue to provide the same level of service required by this  
17 Contract.

18 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
19 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an  
20 orderly transfer.

21 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with  
22 Client's best interests.

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

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

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

33 9. Provide written notice of termination of services to each Client being served under this  
34 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of  
35 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars  
36 day period.

37 //

1 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written  
2 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
3 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

4  
5 **XXX. THIRD PARTY BENEFICIARY**

6 Neither Party hereto intends that this Contract shall create rights hereunder in third parties  
7 including, but not limited to, any subcontractors or any Clients provided services pursuant to this  
8 Contract.

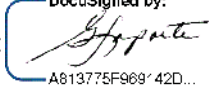
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10 **XXXI. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
12 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
13 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
14 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
15 Contract.

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1 IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State  
2 of California.

3  
4 COLLEGE COMMUNITY SERVICES

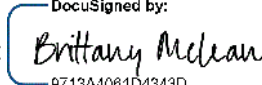
5 DocuSigned by:  
6 BY:  \_\_\_\_\_ DATED: 4/2/2020  
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9 TITLE: State Director  
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14 COUNTY OF ORANGE

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17 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
18 HEALTH CARE AGENCY

19  
20  
21  
22 APPROVED AS TO FORM  
23 OFFICE OF THE COUNTY COUNSEL  
24 ORANGE COUNTY, CALIFORNIA

25  
26 DocuSigned by:  
27 BY:  \_\_\_\_\_ DATED: 4/3/2020  
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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
signature alone is required by ADMINISTRATOR.

1 EXHIBIT A- TRACK I  
2 TO CONTRACT FOR PROVISION OF  
3 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 COLLEGE COMMUNITY SERVICES  
8 JULY 1, 2020 THROUGH JUNE 30, 2023  
9

10 **I. COMMON TERMS & DEFINITIONS**

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

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

18 2. Activities of Daily Living (ADL) means diet, personal hygiene, clothing care, grooming,  
19 money and household management, personal safety, symptom monitoring, etc.

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

22 4. Benefits Specialist means a specialized position that would primarily be responsible for  
23 coordinating Client applications and appeals for State and Federal benefits.

24 5. Best Practices means a term that is often used inter-changeably with “Evidence-Based  
25 Practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to  
26 recovery-consistent mental health practices where the Recovery process is supported with scientific  
27 intervention that best meets the needs of the Client at this time.

28 a. Evidence-Based Practice (EBP) means the interventions utilized for which there is  
29 consistent scientific evidence showing they improved Client outcomes and meets the following criteria:  
30 it has been replicated in more than one geographic or practice setting with consistent results; it is  
31 recognized in scientific journals by one or more published articles; it has been documented and put into  
32 manual forms; it produces specific outcomes when adhering to the fidelity of the model.

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

37 //

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

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

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

15 8. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile  
16 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,  
17 on a twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide  
18 diversion away from hospitalization as well as providing Referrals and follow-up to assist linkage to  
19 Mental Health Services.

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

23 10. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's  
24 program for services under the Contract, who experiences chronic mental illness.

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

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

34 13. Clinical Social Worker (CSW) refers to an individual who meets the minimum professional  
35 and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's  
36 clinical experience in a mental health setting.

37 //

1           14. Data Collection System means software designed for collection, tracking and reporting  
2 outcomes data for Clients enrolled in the FSP Programs.

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

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

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

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

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

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

27           16. Direct Service Hours (DSH) refers to a measure in minutes that a clinician spends providing  
28 Client services. DSH credit is obtained for providing mental health, case management, medication  
29 support and a crisis intervention service to any Client open in IRIS which includes both billable and  
30 non-billable services.

31           17. Engagement means the process by which a trusting relationship between worker and  
32 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
33 Client(s) is the objective of a successful Outreach.

34           18. Face-to-Face means an encounter between Client and provider where they are both  
35 physically present.

36           19. Full Service Partnership (FSP) and refers to a type of program described by the State in the  
37 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full



1 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
 2 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams  
 3 will be established including the Client, psychiatrist, and PSC. Whenever possible, these  
 4 multidisciplinary teams will include a mental health nurse, marriage and family therapist, clinical social  
 5 worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of  
 6 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.  
 7 Services will include, but not be limited to, the following: crisis management, housing services, twenty-  
 8 four (24)-hours per day, seven (7) days per week intensive case management, community-based  
 9 wraparound recovery services, vocational and educational services, job coaching/developing, Client  
 10 employment, money management/representative payee support, Flexible Fund account for immediate  
 11 needs, transportation, illness education and self-management, medication support, co-occurring services,  
 12 linkage to financial benefits/entitlements, family and peer support, and supportive socialization and  
 13 meaningful community roles.

14 a. Client Services are focused on Recovery and harm reduction to encourage the highest  
 15 level of Client empowerment and independence achievable. PSCs will meet with the Client in their  
 16 current community setting and will develop a supportive relationship with the individual served.  
 17 Substance abuse treatment will be integrated into services and provided by the Client's team to  
 18 individuals with a co-occurring disorder.

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

27 20. Housing Specialist means a specialized position dedicated to developing the full array of  
 28 housing options for their program and monitoring their suitability for the population served in  
 29 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
 30 individual is also responsible for assisting Clients with applications to low income housing, housing  
 31 subsidies, senior housing, etc.

32 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
 33 provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
 34 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
 35 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are  
 36 individualized and appropriate to support Client's mental health treatment activities.

37 //

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

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

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

11           25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
12 employment opportunities for the Clients and matching the job to the Client's strengths, abilities,  
13 desires, and goals. This position will also integrate knowledge about career development and job  
14 preparation to ensure successful job retention and satisfaction of both employer and employee.

15           26. Marriage and Family Therapist means an individual who meets the minimum professional  
16 and licensure requirements set forth in CCR, Title 9, Section 625.

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

20           28. Member Advisory Board means a member-driven board which shall direct the activities,  
21 provide recommendations for ongoing program development, and create the rules of conduct for the  
22 program.

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

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

29           b. Collateral means a significant support person in a beneficiary's life and is used to  
30 define services provided to them with the intent of improving or maintaining the mental health status of  
31 the Client. The beneficiary may or may not be present for this service activity.

32           c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
33 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse  
34 disorders from the same practitioner or treatment team.

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

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

8 f. Rehabilitation Service means an activity which includes assistance in improving,  
 9 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and  
 10 leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
 11 medication education.

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

17 h. Therapy means a service activity which is a therapeutic intervention that focuses  
 18 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
 19 delivered to an individual or group of Clients which may include family therapy in which the Client is  
 20 present.

21 30. Mental Health Worker means an individual that assists in planning, developing and  
 22 evaluating mental health services for Clients; provides liaison between Clients and service providers;  
 23 and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or  
 24 social work, or has two years of experience providing client related services to Clients experiencing  
 25 mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as  
 26 psychology, counseling, or social work may be substituted for up to one year of the experience  
 27 requirement.

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

30 32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's  
 31 Degree and four years of experience in a mental health setting and who performs individual and group  
 32 case management studies.

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

35 34. MORS is a Recovery scale that ADMINISTRATOR will be using for the adult mental  
 36 health programs in COUNTY. The scale will provide the means of assigning Clients to their  
 37 appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today.

1 MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by  
2 participating members. The scale will be used to create a map of the system by determining which  
3 milestone(s) or level of recovery (based on the MORS) are the target groups for different programs  
4 across the continuum of programs and services offered by ADMINISTRATOR.

5 35. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the  
6 beneficiary that he/she is not entitled to any specialty mental health service. The County of Orange has  
7 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and  
8 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

16 38. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
17 Services and may include activities that involve educating the community about the services offered and  
18 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
19 developing their own Client referral sources for the programs they offer.

20 39. Peer Mentor means an individual who has been through the same or similar Recovery  
21 process as those he/she is now assisting to attain their Recovery goals while getting paid for this  
22 function by the program. A Peer Mentor practice is informed by his/her own lived experience with  
23 behavioral health issues.

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

33 41. Personal Health Information (PHI) means individually identifiable health information  
34 usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for  
35 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received  
36 by a covered entity and relates to the past, present, or future physical or mental health or condition of an  
37 //

1 individual, provision of health care to an individual, or the past, present, or future payment for health  
2 care provided to an individual.

3 42. Pharmacy Benefits Manager (PBM) means the organization that manages the medication  
4 benefits that are given to Clients that qualify for medication benefits.

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

9 44. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
10 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT  
11 Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the  
12 BBS.

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

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

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

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

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

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

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

36 a. Health: Overcoming or managing one's disease(s) as well as living in a physically and  
37 emotionally healthy way;

1 b. Home: A stable and safe place to live;

2 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
3 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
4 and

5 d. Community: Relationships and social networks that provide support, friendship, love,  
6 and hope.

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

10 53. Supportive Housing PSC means a Personal Services Coordinator who provides services in a  
11 supportive housing structure. This person will coordinate activities which will include, but not be  
12 limited to: independent living skills, social activities, supporting communal living, assisting residents  
13 with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues.  
14 Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the  
15 program. The PSCs will be active in supporting and implementing a full service partnership philosophy  
16 and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

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

21 55. Token means the security device which allows an individual user to access the COUNTY's  
22 computer based IRIS.

23 56. Uniform Method of Determining Ability to Pay (UMDAP) refers to the method used for  
24 determining the annual Client liability for Mental Health Services received from the County mental  
25 health system and is set by the State of California.

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

32 58. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland and refers  
33 to a Client self-help technique for monitoring and responding to symptoms to achieve the highest  
34 possible levels of wellness, stability, and quality of life.

35 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
36 Common Terms and Definitions Paragraph of this Exhibit A to the Contract.

37 //

**II. BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract 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 COST</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
Indirect Costs	\$ 133,500	\$ 137,621	\$ 137,622	\$ 408,743
SUBTOTAL	\$ 133,500	\$ 137,621	\$ 158,356	\$ 408,743
ADMINISTRATIVE COST				
<u>PROGRAM COST</u>				
Salaries	\$ 616,922	\$ 640,390	\$ 647,445	\$1,904,757
Benefits	141,892	147,290	142,438	431,620
Services and Supplies	120,785	119,398	117,194	357,377
Flexible Funds	<u>10,400</u>	<u>10,400</u>	<u>10,400</u>	<u>31,200</u>
SUBTOTAL PROGRAM	\$889,999	\$917,478	\$917,477	\$2,724,954
COST				
TOTAL GROSS COST	<u>\$1,023,499</u>	<u>\$1,055,099</u>	<u>\$1,055,099</u>	<u>\$3,133,697</u>
TOTAL MAXIMUM	\$1,023,499	\$1,055,099	\$1,055,099	\$3,133,697
OBLIGATION				

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, 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 contract period and/or future contract 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.

C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including

1 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
2 be made in accordance with GAAP, and Medicare regulations. The Client eligibility determination and  
3 fee charged to and collected from Clients, together with a record of all billings rendered and revenues  
4 received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in  
5 CONTRACTOR's financial records.

6 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
7 Budget Paragraph of this Exhibit A to the Contract

### 8 9 **III. PAYMENTS**

10 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the actual monthly cost of  
11 providing services per month. ADMINISTRATOR may authorize an increase/decrease in this payment  
12 amount to CONTRACTOR. All payments are interim payments only, and subject to Final Settlement in  
13 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be  
14 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such  
15 payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Contract  
16 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to  
17 COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental  
18 invoices for any month for which the actual amount specified above has not been fully paid.

19 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and  
20 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Contract.  
21 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
22 CONTRACTOR as specified in Subparagraphs A.2.

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

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

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

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

37 //



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

4 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
5 Payments Paragraph of this Exhibit A to the Contract.  
6

7 **IV. REPORTS**

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

10 B. FISCAL

11 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
12 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
13 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
14 in the Services Paragraph of this Exhibit A to the Contract. Such reports will also include actual  
15 productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR  
16 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR  
17 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
18 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

32 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
33 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form  
34 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no  
35 later than twenty (20) calendar days following the end of the month being reported, unless otherwise  
36 specified. Programmatic reports will include, but not be limited to, the following:  
37 //

1 1. Training provided to staff; and  
2 2. A description of CONTRACTOR’s progress in implementing the provisions of the  
3 Contract, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,  
4 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it  
5 is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify  
6 what steps will be taken to achieve satisfactory progress.

7 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their  
8 monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing  
9 satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken  
10 to achieve satisfactory progress.

11 4. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or  
12 issues that adversely affect the quality or accessibility of Client-related services provided by, or under  
13 contract with, the COUNTY as identified in the HCA P&Ps.

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

18 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
19 welfare of Clients including, but not limited to, serious physical harm to self or others, serious  
20 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
21 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of becoming aware of any such  
22 serious adverse incident, and complete a Special Incident Report in accordance with established P&Ps.

23 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
24 Reports Paragraph of this Exhibit A to the Contract.

25  
26 **V. SERVICES**

27 A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of administrative  
28 support of the field-based services described herein at the following location, or any other location  
29 approved, in advance, in writing, by ADMINISTRATOR:

30  
31 801 N. Parkcenter Dr., Suite235  
32 Santa Ana, CA. 92705  
33

34 1. The Adult and Older Adult Peer Mentoring services (Peer Mentoring) identified within this  
35 Exhibit A to the Contract are field-based and are not anticipated to be provided from CONTRACTOR’s  
36 facility. The facility shall be a home base to staff providing services in the field and shall include space  
37 for administrative support of the services identified within the Contract, staff meetings, consultation and

1 staff training, documentation preparation, and other administrative functions as applicable.

2 2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR,  
3 and remain open Monday through Friday: from 8:30 a.m. to 5:00 p.m. throughout the year; provided,  
4 however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening  
5 and weekend hours as necessary in order for staff to meet Client needs.

6 3. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule  
7 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

#### 8 B. INDIVIDUALS TO BE SERVED – TRACK ONE PROGRAM

9 1. The target groups for the Track One program are Orange County adults, 18 to 59 years of  
10 age, and older adults, 60 years of age and above, who have been diagnosed with a serious mental illness  
11 and who may have a co-occurring disorder, and are in need of assistance achieving short-term goals  
12 mutually established with their treatment providers as part of a larger overall treatment plan.

13 2. CONTRACTOR shall provide Peer Mentoring services to Track One adults and older  
14 adults as described above, who are referred from County-operated and County-contracted Outpatient  
15 Clinics, select County-contracted Full Service Partnerships, and other programs as identified by  
16 COUNTY.

17 3. It is anticipated that the Peer Mentoring Track One program will serve a minimum of four  
18 hundred fifty (450) Clients annually.

19 4. Caseloads for Peer Mentors shall be maintained at or near ten (10) Clients per one (1.0)  
20 FTE Peer Mentor for Track One.

21 5. Caseloads for Lead Peer Mentors shall be maintained at or near five (5) Clients per one  
22 (1.0) FTE Lead Peer Mentor for Track One.

#### 23 C. SERVICES TO BE PROVIDED – TRACK ONE

24 1. CONTRACTOR shall provide Peer Mentoring services that are culturally and linguistically  
25 appropriate while focusing on development of life management skills, independent living skills,  
26 relationship building skills, and facilitate linkages to necessary community resources. The ultimate goal  
27 of Track One Peer Mentoring services is to assist the treatment team working on mutually established  
28 short-term goals with their clients, and as part of a larger overall treatment plan.

29 2. The Track One Peer Mentoring program shall reflect the principles of the Recovery model,  
30 fostering Client empowerment, hope, and an expectation that Recovery from mental illness is possible.  
31 The philosophy of Peer Mentoring services shall draw upon cultural strengths and utilize service  
32 delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically  
33 and culturally diverse populations. Cultural competence shall be a continuous focus in the development  
34 of the programming, recruitment, and hiring of staff that speak the same language and have the same  
35 cultural background of the individuals that are to be served. This inclusion of COUNTY's multiple  
36 cultures will assist in maximizing access to services. ADMINISTRATOR may provide training for all  
37 staff on cultural and linguistic competencies.

1 3. CONTRACTOR shall develop training curriculum and procedures for new peer mentors.  
2 The curriculum shall include ongoing plans for supervision and support for peer mentors.

3 4. CONTRACTOR shall provide peer mentoring services using a team approach that consists  
4 of the Clinical Manager, Lead Peer Mentor, and Peer Mentor. Peer Mentoring services are intended to  
5 assist Plan Coordinators (PCs) and Personal Service Coordinators (PSCs) in achieving specific,  
6 measurable, attainable, realistic, and time-oriented (SMART) short-term goals mutually established with  
7 their Clients. Interventions shall be goal-specific, and may include, but not be limited to: Focusing on  
8 increasing self-reliance by building a healthy network of support, which may involve the family  
9 members, friends, and significant others; provide or arrange for transportation of Clients to planned  
10 activities such as physical healthcare or applying for healthcare benefits; assistance and training with  
11 utilizing public transportation for a variety of purposes; application for driver's license or identification  
12 cards; and linkage to community-based services and programs relative to the Clients' overall well-being  
13 and their own journey through recovery. Clients shall be encouraged to utilize public transportation or  
14 their own means of transportation whenever possible.

15 5. Upon enrollment in the program, Peer Mentors shall enter an engagement phase with their  
16 assigned Clients, lasting up to two (2) weeks, to accommodate those Clients who are initially  
17 challenging to engage. Once engaged, CONTRACTOR shall provide short-term, field-based services  
18 which last up to an average of sixty (60) days post-engagement. It is expected that the majority of the  
19 interventions will take place in the beginning stages, immediately following the enrollment and  
20 engagement process. Services may gradually taper down, as the Clients become more actively involved  
21 in achieving their short-term goals and in their own recovery process.

22 6. CONTRACTOR shall provide services which include but are not limited to the following  
23 three major components as identified below:

24 a. Education/Advocacy: Individual and/or group education regarding coping strategies,  
25 resources, wellness strategies, and self-advocacy. Peer Mentors shall model advocacy skills through  
26 family interactions, team meetings and treatment appointments with a goal of enhancing individual's  
27 motivation and ability to participate in their own treatment.

28 b. Direct Service Supports: Field-based direct service supports to address individual  
29 Client issues which may lead to re-hospitalization, isolation, and lack of connection to the community.  
30 Individual supportive peer counseling shall be offered to promote Client participation in aftercare,  
31 increase motivation, and successfully re-integrate into the community. Peer Mentors will provide  
32 bridging services such as making initial follow-up medical or psychiatric appointments, arranging  
33 transportation, accompanying Clients to appointments, and developing emergency support plans.

34 c. Resource Assistance: Peer Mentors shall assist with meeting essential basic needs  
35 which support independent daily living skills. CONTRACTOR shall utilize a needs assessment tool and  
36 provide a variety of resources for a limited duration, including but not limited to, basic household items,  
37 //

1 food vouchers, clothing vouchers, and transportation. In addition, linkage to long-term community  
2 resources such as food banks, and discounted bus passes will be provided to promote independence.

3 D. PERFORMANCE OBJECTIVES TRACK ONE – CONTRACTOR shall be required to achieve  
4 Performance Objectives, and develop and maintain a database to track and report Performance Objective  
5 data and statistics in monthly programmatic reports in a format provided by or approved by  
6 ADMINISTRATOR, as outlined below.

7 1. CONTRACTOR shall monitor and track the total number of referrals received; number of  
8 referrals assessed; number of referrals accepted on a monthly basis; demographic and other encounter  
9 information which includes but is not limited to:

- 10 a. Date of Service
- 11 b. Type of services requested
- 12 c. Client name or Client identifier
- 13 d. Age/Date of birth
- 14 e. Race
- 15 f. Ethnicity
- 16 g. Gender
- 17 h. Lesbian/Gay/Bisexual/Transgender/Questioning
- 18 i. Language spoken
- 19 j. Military status
- 20 k. Referring agency or individual and recommended services
- 21 l. Additional community services offered to Clients

22 2. CONTRACTOR shall track the total number of Clients served each month, and the number  
23 of contacts provided to each Client on a monthly basis.

24 3. CONTRACTOR shall track the length of stay for each Client in the program. These  
25 numbers shall be reported monthly.

26 4. CONTRACTOR shall track Client satisfaction using a satisfaction survey developed by  
27 CONTRACTOR and approved by COUNTY. Satisfaction surveys shall be administered pre-  
28 enrollment, and post-enrollment (at discharge).

29 5. CONTRACTOR, in partnership with ADMINISTRATOR may develop additional  
30 ongoing performance objectives as the program moves beyond its implementation phase.

31 E. PERFORMANCE OUTCOMES TRACK ONE – CONTRACTOR shall, during the term of the  
32 Contract, be required to achieve, track, and report Performance Outcome statistics in programmatic  
33 reports, as identified below.

34 2. Achieve an eighty-five percent (85%) Client satisfaction rating based upon their  
35 utilization of community resources as well as Client participation in self-sufficient and self-supporting  
36 activities as determined through post- Client Satisfaction Surveys conducted at discharge, and pre- and  
37 post- Client Self-Sufficiency surveys conducted at enrollment and discharge.

3. Achieve eighty-five percent (85%) or higher rating for goal completion by Clients.

4. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly basis from the start date of this Contract, to determine the effectiveness of services offered by the program, and make programming recommendations or modifications, as required, that ensure the services provided are meeting the needs of Clients, and also to ensure that Performance Outcomes are achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall status and achievement of Performance Outcomes established for this program.

F. FLEXIBLE FUNDS

1. CONTRACTOR shall follow the procedures identified below and as specified by ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support funds (also known as Flexible Funds):

a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the treatment of a Client’s mental illness and overall quality of life;

b. Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely manner, or are not appropriate for a Client’s situation. Peer Mentors will assist individual Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

c. Flexible Funds are not intended to be utilized for Clients referred from Full Service Partnership programs as those programs have their own Flexible Funds that are to be used for support of their Clients as required. Exceptions to this must be approved in advance, and in writing, by ADMINISTRATOR;

d. Flexible Funds shall not be given in the form of cash to any Client;

e. Pre-purchases shall only be for food, transportation, and clothing or other purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

f. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined one thousand dollars (\$1,000) supply on-hand at any given time, and that all voucher and/or gift card purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to not more than twenty-five dollars (\$25) each unless otherwise approved, in advance and in writing, by ADMINISTRATOR. CONTRACTOR shall provide a monthly inventory report that includes an accurate accounting of all vouchers and gift cards on hand in CONTRACTOR’s program; and

2. CONTRACTOR’s process for documenting and accounting for all Flexible Fund expenditures, shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copies of lease/rental agreements for Client housing and general ledgers.

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1           3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
2 purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by  
3 ADMINISTRATOR.

4           a. Gift cards and vouchers for Clients shall be securely stored and documentation of their  
5 disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be  
6 maintained by CONTRACTOR.

7           b. A single Flexible Fund expenditure, in excess of five hundred dollars (\$500), shall not  
8 be made without prior written approval of ADMINISTRATOR. In emergency situations,  
9 CONTRACTOR may exceed the five hundred dollars (\$500) limit, if appropriate and justified, and shall  
10 notify ADMINISTRATOR the next business day of such an expense. Said notification shall include  
11 total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified  
12 timeframe may result in disallowance of the expenditure.

13           4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the  
14 mechanism used to ensure this staff has timely access to Flexible Funds is identified.

15           5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form  
16 provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with  
17 CONTRACTOR's monthly Expenditure and Revenue Report no later than the twentieth (20th) day  
18 following the end of the month being reported. CONTRACTOR must request in writing any extensions  
19 to the due date of the monthly report.

20           6. CONTRACTOR shall develop and maintain Policies and Procedures (P&P) regarding  
21 Flexible Funds that incorporates at a minimum the requirements as specified above. CONTRACTOR  
22 shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of  
23 the Contract. If the Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty (60)  
24 calendar days from the start of the Contract, any subsequent Flexible Fund expenditures may be  
25 disallowed by ADMINISTRATOR.

26           G. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
27 Subparagraph C. of the Compliance Paragraph of the Contract.

28           H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
29 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
30 terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
31 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
32 institution, or religious belief.

33           I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
34 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
35 ADMINISTRATOR.

36           J. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
37 welfare of Clients, including but not limited to serious physical harm to self or others, serious

1 destruction of property, and developments which may raise liability issues with COUNTY, and shall  
 2 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the  
 3 quality or  
 4 accessibility of Client-related services provided under the Contract, as set forth in the Notices Paragraph  
 5 of the Contract.

6 K. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to  
 7 ensure compliance with workload standards and productivity.

8 L. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the  
 9 Secretary of HHS under HIPAA of 1996 for health care providers.

10 M. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

11 N. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&Ps.

12 O. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not  
 13 limited to:

14 1. Monthly management meetings with ADMINISTRATOR to discuss contract performance  
 15 issues including, but not limited to, whether the program is or is not progressing satisfactorily in  
 16 achieving all the terms of the Contract and, if not, what steps will be taken to achieve satisfactory  
 17 progress, compliance with P&Ps, and review of statistics and program services;

18 2. Staff training for individuals conducted by ADMINISTRATOR; and

19 3. Other staff training as requested by ADMINISTRATOR.

20 P. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide  
 21 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to  
 22 accepting any Client admissions to the program.

23 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 24 Services Paragraph of this Exhibit A to the Contract.

25  
 26 **VI. STAFFING**

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

PROGRAM	PERIOD	PERIOD	PERIOD
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>
Regional Director	0.20	0.20	0.20
Program Director- Licensed	0.42	0.50	0.50
Data Analyst	0.34	0.50	0.50
Office Assistant III	1.00	1.00	1.00
Clinical Manager	1.00	1.00	1.00



1	Lead Peer Mentor	3.00	3.00	3.00
2	Peer Mentor I/III	<u>8.00</u>	<u>8.00</u>	<u>8.00</u>
3	TOTAL FTE	13.96	14.20	14.20

4  
5 B. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery,  
6 have a history of participating in behavioral health services, or have lived experience with behavioral  
7 health issues. These individuals shall not be currently receiving services directly from CONTRACTOR.  
8 Documentation may include, but not be limited to, the following: Records attesting to efforts made in  
9 recruitment and hiring practices, and identification of measures taken to enhance accessibility for  
10 potential staff in these categories.

11 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
12 ADMINISTRATOR and CONTRACTOR P&Ps related to the services provided under the Contract.  
13 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and  
14 place it in their personnel files.

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

22 E. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a  
23 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
24 shall maintain documents of such efforts which may include, but not be limited to: Records of  
25 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
26 procedures (P&Ps); copies of literature in multiple languages and formats, as appropriate; and  
27 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are  
28 physically challenged.

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

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

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

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

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

7 1. CONTRACTOR shall conduct or facilitate required trainings for the Peer Mentor Staff and  
8 shall develop and provide training manuals and/or informational materials and updates as requested by  
9 COUNTY.

10 2. Training shall include, but may not be limited to, the following:

11 a. Policies, procedures and/or guidelines outlining the roles, expectations, and  
12 responsibilities for the Peer Mentor Staff;

13 b. Referral guidelines for Peer Mentor services provided by COUNTY;

14 c. Orientation to Recovery Principles;

15 d. COUNTY and COUNTY-contracted mental health programs, and community  
16 resources;

17 e. Strategies for self-care and prevention of burn-out;

18 f. Data collection requirements; and

19 g. Performance outcome measures.

20 3. All required training will be completed prior to providing services to Clients.

21 4. CONTRACTOR shall ensure that mechanisms are in place to provide orientation and close  
22 supervision to Peer Mentor Staff as well as provide opportunities for debriefing cases, to support the  
23 Peer Mentor Staff as well as to implement continuous improvements.

24 5. CONTRACTOR shall ensure Peer Mentor Staff are notified on a timely basis of COUNTY-  
25 sponsored Behavioral Health Training Services programs that provide a wide variety of courses and  
26 conferences to support the training needs of COUNTY and CONTRACTOR staff.

27 K. The Peer Mentoring Program Director shall be responsible for Track One services and staff, and  
28 shall seek input from Clients, mentors and service providers for ongoing program development. The  
29 Program Director shall directly supervise the Clinical Manager, and may also supervise the Lead Peer  
30 Mentors, if required, and be responsible for ensuring services are in collaboration with the Client's  
31 primary treatment provider.

32 L. In addition to responsibility for ensuring all services identified in this Exhibit A to the Contract  
33 are provided, the Program Director and Clinical Manager roles and responsibilities shall also include,  
34 but not be limited to:

35 1. Implementation, supervision and tracking outcomes of peer mentor activities and  
36 interventions;

37 //

1 2. Maintain ongoing communication with mentors, Clients, and Peer teams on needs  
2 assessments, and efficient delivery of services;

3 3. Research, evaluate, and implement Best Practices as they relate to Peer Mentoring, and  
4 ensure the program continues to progress towards achieving positive outcomes;

5 4. Focus on outcomes and developing systems to measure Recovery as a process (short-term  
6 measurable objectives) and as an outcome (long-term goal);

7 5. Submittal of monthly and quarterly performance outcome data to ADMINISTRATOR with  
8 verification that outcome data is correct;

9 6 Development of all P&Ps regarding the Peer Mentoring program;

10 7. Fiscal and programmatic management of the Peer Mentoring operating budget;

11 8. Develop and coordinate In-service training of staff, both initially and ongoing, on topics  
12 related to Recovery, field-based services; and

13 9. Maintain ongoing communication with ADMINISTRATOR in regards to program  
14 operations, staffing, or issues.

15 M. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
16 recording, and reporting portion of the Contract. If administrative responsibilities are delegated to  
17 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and  
18 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,  
19 the following:

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

22 2. Maximize the use of the allocated funds;

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

24 4. Maintain appropriate staffing levels;

25 5. Request budget and/or staffing modifications to the Contract;

26 6. Effectively communicate and monitor the program for its success;

27 7. Track and report expenditures electronically;

28 8. Maintain electronic and telephone communication between key staff and the  
29 ADMINISTRATOR; and

30 9. Act quickly to identify and resolve problems.

31 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
32 Staffing Paragraph of this Exhibit A to the Contract.

33 //

34 //

35 //

36 //

37 //

1 EXHIBIT B- TRACK II  
2 TO CONTRACT FOR PROVISION OF  
3 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 COLLEGE COMMUNITY SERVICES  
8 JULY 1, 2020 THROUGH JUNE 30, 2023  
9

10 **I. COMMON TERMS & DEFINITIONS**

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

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

18 2. Activities of Daily Living (ADL) means diet, personal hygiene, clothing care, grooming,  
19 money and household management, personal safety, symptom monitoring, etc.

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

22 4. Benefits Specialist means a specialized position that would primarily be responsible for  
23 coordinating Client applications and appeals for State and Federal benefits.

24 5. Best Practices means a term that is often used inter-changeably with “Evidence-Based  
25 Practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to  
26 recovery-consistent mental health practices where the Recovery process is supported with scientific  
27 intervention that best meets the needs of the Client at this time.

28 a. Evidence-Based Practice (EBP) means the interventions utilized for which there is  
29 consistent scientific evidence showing they improved Client outcomes and meets the following criteria:  
30 it has been replicated in more than one geographic or practice setting with consistent results; it is  
31 recognized in scientific journals by one or more published articles; it has been documented and put into  
32 manual forms; it produces specific outcomes when adhering to the fidelity of the model.

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

37 //

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

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

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

15 8. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile  
16 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,  
17 on a twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide  
18 diversion away from hospitalization as well as providing Referrals and follow-up to assist linkage to  
19 Mental Health Services.

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

23 10. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's  
24 program for services under the Contract, who experiences chronic mental illness.

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

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

34 13. Clinical Social Worker (CSW) refers to an individual who meets the minimum professional  
35 and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's  
36 clinical experience in a mental health setting.

37 //

1           14. Data Collection System means software designed for collection, tracking and reporting  
2 outcomes data for Clients enrolled in the FSP Programs.

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

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

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

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

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

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

27           16. Direct Service Hours (DSH) refers to a measure in minutes that a clinician spends providing  
28 Client services. DSH credit is obtained for providing mental health, case management, medication  
29 support and a crisis intervention service to any Client open in IRIS which includes both billable and  
30 non-billable services.

31           17. Engagement means the process by which a trusting relationship between worker and  
32 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
33 Client(s) is the objective of a successful Outreach.

34           18. Face-to-Face means an encounter between Client and provider where they are both  
35 physically present.

36           19. Full Service Partnership (FSP) refers to a type of program described by the State in the  
37 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full

1 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
 2 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams  
 3 will be established including the Client, psychiatrist, and PSC. Whenever possible, these  
 4 multidisciplinary teams will include a mental health nurse, marriage and family therapist, Clinical Social  
 5 Worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of  
 6 fifteen to twenty (15–20) to one (1), ensuring relationship building and intense service delivery.  
 7 Services will include, but not be limited to, the following: crisis management, housing services, twenty-  
 8 four (24)-hours per day, seven (7) days per week intensive case management, community-based  
 9 wraparound recovery services, vocational and educational services, job coaching/developing, Client  
 10 employment, money management/representative payee support, Flexible Fund account for immediate  
 11 needs, transportation, illness education and self-management, medication support, co-occurring services,  
 12 linkage to financial benefits/entitlements, family and peer support, and supportive socialization and  
 13 meaningful community roles.

14 a. Client services are focused on Recovery and harm reduction to encourage the highest  
 15 level of Client empowerment and independence achievable. PSCs will meet with the Client in their  
 16 current community setting and will develop a supportive relationship with the individual served.  
 17 Substance abuse treatment will be integrated into services and provided by the Client’s team to  
 18 individuals with a co-occurring disorder.

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

27 20. Housing Specialist means a specialized position dedicated to developing the full array of  
 28 housing options for their program and monitoring their suitability for the population served in  
 29 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
 30 individual is also responsible for assisting Clients with applications to low income housing, housing  
 31 subsidies, senior housing, etc.

32 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
 33 provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
 34 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
 35 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are  
 36 individualized and appropriate to support Client’s mental health treatment activities.

37 //

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

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

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

11           25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
12 employment opportunities for the Clients and matching the job to the Client's strengths, abilities,  
13 desires, and goals. This position will also integrate knowledge about career development and job  
14 preparation to ensure successful job retention and satisfaction of both employer and employee.

15           26. Licensed Triage Staff (LTS) will provide services to persons in behavioral health crises in  
16 participating hospital Emergency Departments (EDs) throughout the County. Services will include  
17 assessment, crisis intervention, education, counseling, referral, and follow-up supportive services for  
18 adults and youth in order to treat the client in the least restrictive and dignified setting aside from  
19 psychiatric hospitalization when appropriate.

20           27. Marriage and Family Therapist means an individual who meets the minimum professional  
21 and licensure requirements set forth in CCR, Title 9, Section 625.

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

25           29. Member Advisory Board means a member-driven board which shall direct the activities,  
26 provide recommendations for ongoing program development, and create the rules of conduct for the  
27 program.

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

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

34           b. Collateral means a significant support person in a beneficiary's life and is used to  
35 define services provided to them with the intent of improving or maintaining the mental health status of  
36 the Client. The beneficiary may or may not be present for this service activity.

37 //



1 c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
2 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse  
3 disorders from the same practitioner or treatment team.

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

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

14 f. Rehabilitation Service means an activity which includes assistance in improving,  
15 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and  
16 leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
17 medication education.

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

23 h. Therapy means a service activity which is a therapeutic intervention that focuses  
24 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
25 delivered to an individual or group of Clients which may include family therapy in which the Client is  
26 present.

27 31. Mental Health Worker (MHW) means an individual that assists in planning, developing and  
28 evaluating mental health services for Clients; provides liaison between Clients and service providers;  
29 and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or  
30 social work, or has two years of experience providing Client related services to Clients experiencing  
31 mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as  
32 psychology, counseling, or social work may be substituted for up to one year of the experience  
33 requirement.

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

36 //

37 //

1 33. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's  
2 Degree and four years of experience in a mental health setting and who performs individual and group  
3 case management studies.

4 34. MHSA means Mental Health Services Act and refers to the law that provides funding for  
5 expanded community Mental Health Services. It is also known as "Proposition 63."

6 35. MORS is a Recovery scale that ADMINISTRATOR will be using for the adult mental  
7 health programs in COUNTY. The scale will provide the means of assigning Clients to their  
8 appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today.  
9 MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by  
10 participating members. The scale will be used to create a map of the system by determining which  
11 milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs  
12 across the continuum of programs and services offered by ADMINISTRATOR.

13 36. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the  
14 Client that he/she is not entitled to any specialty mental health service. The County of Orange has  
15 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and  
16 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

24 39. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
25 Services and may include activities that involve educating the community about the services offered and  
26 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
27 developing their own Client referral sources for the programs they offer.

28 40. Peer Mentor means an individual who has been through the same or similar Recovery  
29 process as those he/she is now assisting to attain their Recovery goals while getting paid for this  
30 function-by the program. A Peer Mentor practice is informed by his/her own lived experience with  
31 behavioral health issues.

32 41. Peer Navigators (PN) will be the liaison between CSU/RTRC staff and the Track Two  
33 program, and shall be the first contact for clients referred to the programs in those settings.

34 42. Personal Services Coordinator (PSC) means an individual who will be part of a multi-  
35 disciplinary team that will provide community based Mental Health Services to adults that are struggling  
36 with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles.  
37 The PSC is responsible for clinical care and case management of assigned Client and families in a

1 community, home, or program setting. This includes assisting Clients with mental health, housing,  
2 vocational and educational needs. The position is also responsible for administrative and clinical  
3 documentation as well as participating in trainings and team meetings. The PSC shall be active in  
4 supporting and implementing the program's philosophy and its individualized, strength-based,  
5 culturally/linguistically competent and Client-centered approach.

6 43. Personal Health Information (PHI) means individually identifiable health information  
7 usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for  
8 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received  
9 by a covered entity and relates to the past, present, or future physical or mental health or condition of an  
10 individual, provision of health care to an individual, or the past, present, or future payment for health  
11 care provided to an individual.

12 44. Pharmacy Benefits Manager (PBM) means the organization that manages the medication  
13 benefits that are given to Clients that qualify for medication benefits.

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

18 46. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
19 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT  
20 Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the  
21 BBS.

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

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

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

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

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

37 //

1 52. Quality Improvement Committee (QIC) refers to a committee that meets quarterly to review  
2 one percent (1%) of all “high-risk” Medi-Cal Clients to monitor and evaluate the quality and  
3 appropriateness of services provided. At a minimum, the committee is comprised of one (1) Contractor  
4 administrator, one (1) Clinician and one (1) Physician who is not involved in the clinical care of the  
5 cases.

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

9 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and  
10 emotionally healthy way;

11 b. Home: A stable and safe place to live;

12 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
13 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
14 and

15 d. Community: Relationships and social networks that provide support, friendship, love,  
16 and hope.

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

20 55. Supportive Housing PSC means a Personal Services Coordinator who provides services in a  
21 supportive housing structure. This person will coordinate activities which will include, but not be  
22 limited to: Independent living skills, social activities, supporting communal living, assisting residents  
23 with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues.  
24 Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the  
25 program. The PSCs will be active in supporting and implementing a full service partnership philosophy  
26 and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

27 56. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
28 developed by ADMINISTRATOR to determine the appropriateness of Diagnosis and treatment and to  
29 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.  
30 Supervisory review is conducted by the program/clinic director or designee.

31 57. Token means the security device which allows an individual user to access the COUNTY’s  
32 computer based IRIS.

33 58. Uniform Method of Determining Ability to Pay (UMDAP) refers to the method used for  
34 determining the annual Client liability for Mental Health Services received from the County mental  
35 health system and is set by the State of California.

36 59. Vocational/Educational Specialist means a person who provides services that range from  
37 pre-vocational groups, trainings and supports to obtain employment out in the community based on the

1 Clients’ level of need and desired support. The Vocational/Educational Specialist will provide “one-on-  
 2 one” vocational counseling and support to Clients to ensure that their needs and goals are being met.  
 3 The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the  
 4 knowledge and resources to achieve the highest level of vocational functioning possible.

5 60. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland and refers  
 6 to a Client self-help technique for monitoring and responding to symptoms to achieve the highest  
 7 possible levels of wellness, stability, and quality of life.

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

10  
 11 **II. BUDGET**

12 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this  
 13 EXHIBIT B to the Contract and the following budgets, which are set forth for informational purposes  
 14 only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and  
 15 CONTRACTOR.

ADMINISTRATIVE COST	PERIOD	PERIOD	PERIOD	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	
Indirect Costs	\$ 131,896	\$ 147,908	\$ 147,908	\$ 427,712
SUBTOTAL ADMINISTRATIVE COST	\$ 131,896	\$ 147,908	\$ 147,908	\$ 427,712
 PROGRAM COST				
Salaries	\$ 591,976	\$ 681,929	\$ 688,748	\$1,962,653
Benefits	157,064	156,843	151,525	444,523
Services & Supplies	136,155	140,858	139,357	424,970
Flexible Funds	<u>6,426</u>	<u>6,426</u>	<u>6,426</u>	<u>19,278</u>
SUBTOTAL PROGRAM COST	\$ 879,312	\$ 986,056	\$ 986,056	\$2,851,424
TOTAL GROSS COST	\$1,011,208	\$1,133,964	\$ 986,056	\$2,851,424
TOTAL MAXIMUM OBLIGATION	\$1,011,208	\$1,133,964	\$1,133,964	\$3,279,136

33  
 34 B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds  
 35 between budgeted line items, for the purpose of meeting specific program needs or for providing  
 36 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by  
 37 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification

1 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification  
 2 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining  
 3 annual impact of the shift as may be applicable to the current contract period and/or future contract  
 4 periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s)  
 5 from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to  
 6 obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification  
 7 Request(s) may result in disallowance of those costs.

8 C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
 9 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
 10 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
 11 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
 12 be made in accordance with GAAP, and Medicare regulations. The Client eligibility determination and  
 13 fee charged to and collected from Clients, together with a record of all billings rendered and revenues  
 14 received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in  
 15 CONTRACTOR's financial records.

16 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 17 Budget Paragraph of this Exhibit B to the Contract.

### 18 **III. PAYMENTS**

19 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the actual monthly cost of  
 20 providing services per month. ADMINISTRATOR may authorize an increase/decrease in this payment  
 21 amount to CONTRACTOR. All payments are interim payments only, and subject to Final Settlement in  
 22 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be  
 23 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such  
 24 payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Contract  
 25 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to  
 26 COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental  
 27 invoices for any month for which the actual amount specified above has not been fully paid.

28 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and  
 29 Revenue Report as specified in the Reports Paragraph of this Exhibit B to the Contract.  
 30 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
 31 CONTRACTOR as specified in Subparagraphs A.2.

32 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the  
 33 payment amounts exceed the actual cost of providing services, ADMINISTRATOR may reduce  
 34 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-  
 35 date payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.  
 36

37 //

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

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

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

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

14 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 15 Payments Paragraph of this Exhibit B to the Contract.

#### 16 **IV. REPORTS**

17  
 18 A. CONTRACTOR shall maintain records and make statistical reports as required by  
 19 ADMINISTRATOR and the DHCS on forms provided by either agency.

##### 20 B. FISCAL

21 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
 22 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
 23 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
 24 in the Services Paragraph of this Exhibit B to the Contract. Such reports will also include actual  
 25 productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR  
 26 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR  
 27 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
 28 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

36 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
 37 These reports shall contain required information, and be on a form acceptable to, or provided by,

1 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days  
 2 following the end of the month being reported. CONTRACTOR must request in writing any extensions  
 3 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the  
 4 total extension will not exceed more than five (5) calendar days.

5 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
 6 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form  
 7 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no  
 8 later than twenty (20) calendar days following the end of the month being reported, unless otherwise  
 9 specified. Programmatic reports will include, but not be limited to, the following:

10 1. Training provided to staff; and

11 2. A description of CONTRACTOR's progress in implementing the provisions of the  
 12 Contract, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,  
 13 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it  
 14 is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify  
 15 what steps will be taken to achieve satisfactory progress.

16 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their  
 17 scheduled management meetings with ADMINISTRATOR and shall state whether it is or is not  
 18 progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps  
 19 will be taken to achieve satisfactory progress.

20 E. SPECIAL INCIDENT REPORT - CONTRACTOR shall document all adverse incidents  
 21 affecting the physical and/or emotional welfare of Clients including, but not limited to, serious physical  
 22 harm to self or others, serious destruction of property, developments, etc., and which may raise liability  
 23 issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of  
 24 becoming aware of any such serious adverse incident, and complete a Special Incident Report in  
 25 accordance with established P&Ps.

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

30 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 31 Reports Paragraph of this Exhibit B to the Contract.

## 32 **V. SERVICES**

34 A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of administrative  
 35 support of the field-based services described herein at the following location, or any other location  
 36 approved, in advance, in writing, by ADMINISTRATOR:

37 //



801 N Parkcenter Dr., Suite 235  
Santa Ana, CA 92705

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4       1. The Peer Mentoring services identified within this Exhibit B to the Contract are field-based  
5 and are not anticipated to be provided from CONTRACTOR’s facility. The facility shall be a home  
6 base to staff providing services in the field and shall include space for administrative support of the  
7 services identified within the Contract, staff meetings, consultation and staff training, documentation  
8 preparation, and other administrative functions as applicable.

9       2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR,  
10 and remain open Monday through Friday: from 8:30 a.m. to 5:00 p.m. throughout the year; provided,  
11 however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening  
12 and weekend hours as necessary in order for staff to meet member needs.

13       3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule  
14 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

15       **B. INDIVIDUALS TO BE SERVED – TRACK TWO PROGRAM**

16       1. The target groups for the Track Two program are Orange County adults residing in 18 to 59  
17 years of age, and older adults 60 years of age and above, who have been diagnosed with a serious  
18 mental illness and who may have a co-occurring disorder, and are pending discharge from COUNTY’s  
19 Crisis Stabilization Unit (CSU), Royale Therapeutic Residential Center (RTRC), and other facilities as  
20 identified by COUNTY.

21       2. CONTRACTOR shall provide Track Two Peer Mentoring services to adults and older  
22 adults as described above, who are referred from COUNTY’s CSU, County-contracted CSU with  
23 College Hospital Costa Mesa, RTRC, and other sources as identified by COUNTY, and require  
24 assistance with linkage to appropriate behavioral health services.

25       3. It is anticipated that the Peer Mentoring Track Two program will serve a minimum 300  
26 Clients annually.

27       4. Caseloads for Peer Mentors shall be maintained at or near five (5) Clients per one (1.0) FTE  
28 Peer Mentor for Track Two.

29       5. Caseloads for Lead Peer Mentors shall be maintained at or near three (3) Clients per one  
30 (1.0) FTE Lead Peer Mentor for Track Two.

31       **C. SERVICES TO BE PROVIDED – TRACK TWO PROGRAM**

32       1. CONTRACTOR shall provide Peer Mentoring services that are culturally and  
33 linguistically appropriate while focusing on development of life management skills, independent living  
34 skills, relationship building skills, successful re-integration into the community, and facilitate linkages  
35 to behavioral health services and necessary community resources. The ultimate goal of Track Two Peer  
36 Mentoring services is to link Clients to an appropriate level of care within the behavioral health system,  
37 as well as to appropriate community resources.

1 2. The Track Two program shall reflect the principles of the Recovery model, fostering Client  
2 empowerment, hope, and an expectation that Recovery from mental illness is possible. The philosophy  
3 of Peer Mentoring services shall draw upon cultural strengths and utilize service delivery and assistance  
4 in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse  
5 populations. Cultural competence shall be a continuous focus in the development of the programming,  
6 recruitment, and hiring of staff that speak the same language and have the same cultural background of  
7 the individuals that are to be served. This inclusion of COUNTY’s multiple cultures will assist in  
8 maximizing access to services. ADMINISTRATOR may provide training for all staff on cultural and  
9 linguistic competencies.

10 3. Services shall support a culture that supports the utilization of Peer Mentors in providing  
11 supportive assistance in the Client’s recovery, self-sufficiency, and linkage to appropriate COUNTY  
12 services and community resources.

13 5. CONTRACTOR shall develop training curriculum and procedures for new peer mentors.  
14 The curriculum shall include ongoing plans for supervision and support for peer mentors.

15 6. CONTRACTOR shall provide peer mentoring services using a team approach that consists  
16 of the Clinical Manager, Lead Peer Mentor, and Peer Mentor. CONTRACTOR shall provide peer  
17 mentoring services which are intended to assist licensed staff at the COUNTY CSU, and RTRC, in  
18 linking Clients to appropriate behavioral health services.

19 7. CONTRACTOR shall provide short-term, field-based services, including telephonic and in-  
20 person follow-up contacts lasting up to 60 days to determine whether the Client was successful in  
21 accessing COUNTY and community resources. Services may include, but not be limited to:

22 a. Education/Advocacy: The peer mentor program shall provide individual education  
23 regarding coping strategies, resources, wellness strategies, and self-advocacy. Peer Mentors shall model  
24 advocacy skills through family interactions, team meetings and treatment appointments with a goal of  
25 enhancing individual’s motivation and ability to participate in their own treatment.

26 b. Direct Service Supports: The Peer Mentors shall provide field-based direct service  
27 supports to address individual Client issues which lead to re-hospitalization, isolation, and lack of  
28 connection to the community. Individual supportive peer counseling shall be offered to promote Client  
29 participation in aftercare, increase motivation, and successfully re-integrate into the community. Peer  
30 Mentors will provide bridging services such as making initial follow up medical or psychiatry  
31 appointments, arranging transportation, accompanying individuals to appointments, and developing  
32 emergency support plans.

33 c. Resource Assistance: Peer Mentors shall assist with meeting essential basic needs  
34 which support independent daily living skills such as identifying food banks, discount clothing stores,  
35 and other community resources.

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1 D. PEER NAVIGATORS

2 1. Peer Navigators (PN) shall be co-located at the CSU and RTRC, and will perform as the  
3 liaison for the Track Two program at those locations. The PN will be available for immediate access by  
4 CSU and RTRC staff, and have the ability to accept a warm handoff for Clients referred to the Peer  
5 Mentoring program and begin engaging those Clients while Peer Mentors are en route to assume  
6 responsibility for those Clients and begin the linkage process.

7 2. Peer Navigators shall initially shadow CSU and RTRC staff to become familiar with  
8 operations at each location, and to begin developing relationships with those staff to learn their roles,  
9 and to also provide information about the Track Two program. The ultimate goal is for PNs to be fully  
10 integrated into the CSU and RTRC environments.

11 3. A Lead Peer Mentor will assist the Clinical Manager in supervising these staff at each  
12 location, and will provide support, guidance, and strategies to strengthen their engagement efforts with  
13 Clients.

14 4. Peer Navigators will not carry a caseload, but will be responsible for, and expected  
15 to engage with all Clients in the CSU and RTRC that may be potentially referred to the Peer Mentoring  
16 program.

17 5. Additional duties may be developed as the PNs become integrated at each location.

18 E. PERFORMANCE OBJECTIVES TRACK TWO – CONTRACTOR shall be required to  
19 achieve Performance Objectives, and develop and maintain a database to track and report Performance  
20 Objective data and statistics in monthly programmatic reports in a format provided by or approved by  
21 ADMINISTRATOR, as outlined below.

22 1. CONTRACTOR shall monitor and track the total number of referrals received; number of  
23 referrals assessed; number of referrals accepted on a monthly basis, demographic and other encounter  
24 information which includes, but is not limited to:

- 25 a. Date of Service
- 26 b. Client name or Client identifier
- 27 c. Age/Date of birth
- 28 d. Race
- 29 e. Ethnicity
- 30 f. Gender
- 31 g. Lesbian/Gay/Bisexual/Transgender/Questioning
- 32 h. Language spoken
- 33 i. Military status
- 34 j. Referring agency or individual and recommended services
- 35 k. Client enrollment status in BHS services at onset of Peer Mentoring services
- 36 l. Client enrollment status in BHS services at conclusion of Peer Mentoring services
- 37 m. Additional community services offered to Clients

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1 2. CONTRACTOR shall monitor and track the total number of duplicated and unduplicated  
2 Clients served, and the number of contacts provided to each Client on a monthly basis.

3 3. CONTRACTOR shall monitor and track the type of services provided and the length of  
4 stay for each Client in the program. These numbers shall be reported monthly.

5 4. CONTRACTOR shall monitor and track successful Client linkages to recommended  
6 services on a monthly basis.

7 5. CONTRACTOR shall track Client satisfaction with peer mentors during their enrollment.  
8 Peer Mentors will assist in this evaluation by collecting Client satisfaction data through a brief survey  
9 administered during follow-up contacts. Clients and family will be asked to rate the degree to which  
10 peer mentors assisted with goal setting, linking with resources, and language and cultural  
11 accommodation. Satisfaction will be compared by Client demographic and encounter characteristics. It  
12 is expected that Clients and, where appropriate, family members will report a high level of satisfaction  
13 with the services received.

14 6. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing  
15 performance objectives as the program moves beyond its implementation phase.

16 F. PERFORMANCE OUTCOMES TRACK TWO – CONTRACTOR shall be required to meet  
17 and comply with the following Performance Outcomes on an annual basis:

- 18 1. Achieve seventy percent (70%) or higher successful Client linkages to community services.
- 19 2. Achieve fifty percent (50%) or higher retention rate for homeless Clients enrolled in the  
20 program.
- 21 3. Achieve an eighty percent (80%) or higher Client satisfaction rating based on satisfaction  
22 surveys administered to Clients.

23 H. DATA CERTIFICATION

24 1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and  
25 complete database for all Clients served under this Contract.

26 2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct database  
27 errors.

28 I. FLEXIBLE FUNDS

29 1. CONTRACTOR shall follow the procedures identified below and as specified by  
30 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support  
31 funds (Flexible Funds):

32 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the  
33 treatment of a Client’s mental illness and overall quality of life;

34 b. Flexible Funds may be utilized when other community resources such as  
35 family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a  
36 timely manner, or are not appropriate for a Client’s situation. Peer Mentors will assist individual Clients  
37 in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

1 c. Flexible Funds are not intended to be utilized for Clients referred from Full Service  
2 Partnership programs as those programs have their own Flexible Funds that are to be used for support of  
3 their Clients as required. Exceptions to this must be approved in advance, and in writing, by  
4 ADMINISTRATOR;

5 d. Flexible Funds shall not be given in the form of cash to any Client;

6 e. Pre-purchases shall only be for food, transportation, and clothing or other purchases as  
7 required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

8 f. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be  
9 limited to a combined one thousand dollars (\$1,000) supply on-hand at any given time, and that all  
10 voucher and/or gift card purchases and disbursements shall be tracked and logged by designated  
11 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to not more than  
12 twenty-five dollars (\$25) each, unless otherwise approved in advance and in writing, by  
13 ADMINISTRATOR. CONTRACTOR shall provide a monthly inventory report that includes an  
14 accurate accounting of all vouchers and gift cards on hand in CONTRACTOR's program.

15 g. Emergency housing, such as a motel, shall be on a case-by-case basis, and only after  
16 consultation with ADMINISTRATOR. Emergency housing shall be time-limited in nature, and utilized  
17 to ensure the Client is in a safe environment while waiting to attend scheduled appointments with  
18 treatment providers Flexible Funds shall not to be used for housing for Clients that have not been  
19 enrolled in CONTRACTOR's program,.

20 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund  
21 expenditures, shall include, but not be limited to, retention of comprehensible source documentation  
22 such as receipts, copies of lease/rental agreements for Client housing and general ledgers;

23 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
24 purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by  
25 ADMINISTRATOR;

26 a. Gift cards and vouchers for Clients shall be securely stored and documentation of their  
27 disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be  
28 maintained by CONTRACTOR;

29 b. A single Flexible Fund expenditure, in excess of five hundred dollars (\$500), shall not  
30 be made without prior written approval of ADMINISTRATOR. In emergency situations,  
31 CONTRACTOR may exceed the five hundred dollars (\$500) limit, if appropriate and justified, and shall  
32 notify ADMINISTRATOR the next business day of such an expense. Said notification shall include  
33 total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified  
34 timeframe may result in disallowance of the expenditure.

35 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the  
36 mechanism used to ensure this staff has timely access to Flexible Funds is identified;

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1           5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form  
2 provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with  
3 CONTRACTOR's monthly Expenditure and Revenue Report no later than the twentieth (20th) day  
4 following the end of the month being reported. CONTRACTOR must request in writing any extensions  
5 to the due date of the monthly report.

6           6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that  
7 incorporates at a minimum the requirements as specified above. CONTRACTOR shall submit said P&P  
8 to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. If the  
9 Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty (60) calendar days from  
10 the start of the Contract, any subsequent Flexible Fund expenditures may be disallowed by  
11 ADMINISTRATOR.

12          J. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
13 Subparagraph C. of the Compliance Paragraph of the Contract.

14          K. 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 Contract. 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          L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
20 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
21 ADMINISTRATOR.

22          M. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
23 welfare of Clients, including but not limited to, serious physical harm to self or others, serious  
24 destruction of property, and developments, which may raise liability issues with COUNTY, and shall  
25 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the  
26 quality or accessibility of Client related services provided under the Contract, as set forth in the Notices  
27 Paragraph of the Contract.

28          N. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to  
29 ensure compliance with workload standards and productivity.

30          O. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

31          P. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&Ps.

32          Q. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not  
33 limited to:

34            1. Monthly management meetings with ADMINISTRATOR to discuss contract performance  
35 issues including, but not limited to, whether the program is or is not progressing satisfactorily in  
36 achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory  
37 progress, compliance with P&P, review of statistics and clinical services;

- 2. Staff training for individuals conducted by ADMINISTRATOR; and
- 3. Other staff training as requested by ADMINISTRATOR.

R. CONTRACTOR shall develop all requested and required program specific P&P, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&P and prior to accepting any Client admissions to the program.

S. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit B to the Contract.

**VI. STAFFING**

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

PROGRAM	PERIOD <u>ONE</u>	PERIOD <u>TWO</u>	PERIOD <u>THREE</u>
Program Director- Licensed	0.58	0.50	0.50
Data Analyst	0.66	0.50	0.50
Office Assistant III	0.50	0.50	0.50
Clinical Manager	1.00	1.00	1.00
Lead Peer Mentor	3.00	3.00	3.00
Peer Mentor III (N)	2.00	2.00	2.00
Peer Mentor III - Bilingual	1.00	1.00	1.00
Peer Mentor II - Bilingual	2.00	2.00	2.00
Peer Mentor III	2.00	2.00	2.00
Peer Mentor II	<u>3.00</u>	<u>3.00</u>	<u>3.00</u>
TOTAL FTE	15.74	15.50	15.50

B. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery, have a history of participating in behavioral health services, or have lived experience with behavioral health issues. These individuals shall not be currently receiving services directly from CONTRACTOR. 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.

C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all ADMINISTRATOR and CONTRACTOR P&Ps related to the services provided under the Contract. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and place it in their personnel files.

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

8 E. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a  
9 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
10 shall maintain documents of such efforts which may include, but not be limited to: Records of  
11 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
12 procedures (P&Ps); copies of literature in multiple languages and formats, as appropriate; and  
13 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are  
14 physically challenged.

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

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

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

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

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

30 1. CONTRACTOR shall conduct or facilitate required trainings for the Peer Mentor Staff and  
31 shall develop and provide training manuals and/or informational materials and updates as requested by  
32 COUNTY.

33 2. Training shall include, but may not be limited to, the following:

34 a. Policies, procedures and/or guidelines outlining the roles, expectations, and  
35 responsibilities for the Peer Mentor Staff;

36 b. Referral guidelines for Peer Mentor services provided by COUNTY;

37 c. Orientation to Recovery Principles;



- d. COUNTY and COUNTY-contracted mental health programs, community resources;
- e. Strategies for self-care and prevention of burn-out;
- f. Data collection requirements; and
- g. Performance outcome measures.

3. All required training will be completed prior to providing services to Clients.

4. CONTRACTOR shall ensure that mechanisms are in place to provide orientation and close supervision to Peer Mentor Staff as well as provide opportunities for debriefing cases, to support the Peer Mentor Staff as well as to implement continuous improvements.

5. CONTRACTOR shall ensure Peer Mentor Staff are notified on a timely basis of COUNTY-sponsored MHSA-funded Workforce Education and Training programs that provide a wide variety of courses and conferences to support the training needs of COUNTY and CONTRACTOR staff.

K. The Peer Mentoring Program Director shall be responsible for effectively managing services and staff, and shall seek input from Clients, mentors and service providers for ongoing program development. The Program Director shall directly supervise the Clinical Manager and be responsible for ensuring services are in collaboration with the Client’s primary treatment provider.

L. In addition to responsibility for ensuring all services identified in this Exhibit B to the Contract are provided, the Program Director and Clinical Manager roles and responsibilities shall also include, but not be limited to:

1. Implementation, supervision and tracking outcomes of peer mentor activities and interventions;

2. Maintain ongoing communication with mentors, Clients, and treatment teams on needs assessments, and efficient delivery of services;

3. Research, evaluate, and implement Best Practices as they relate to Peer Mentoring, and ensure the program continues to progress towards achieving positive outcomes;

4. Focus on outcomes and developing systems to measure Recovery as a process (short-term goals) and as an outcome (long-term goal);

5. Submittal of quarterly data to ADMINISTRATOR with verification that outcome data is correct;

6. Development of all P&Ps regarding the Peer Mentoring program;

7. Fiscal and programmatic management of the Peer Mentoring operating budget;

8. Develop and coordinate In-service training of staff, both initially and ongoing, on topics related to Recovery, field-based services;

9. Maintain ongoing communication with ADMINISTRATOR in regards to program.

M. CONTRACTOR shall provide effective administrative management of the budget, staffing, recording, and reporting portion of the Contract. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and

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1 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,  
2 the following:

- 3 1. Designate the responsible position(s) in your organization for managing the funds allocated
- 4 to this program;
- 5 2. Maximize the use of the allocated funds;
- 6 3. Ensure timely and accurate reporting of monthly expenditures;
- 7 4. Maintain appropriate staffing levels;
- 8 5. Request budget and/or staffing modifications to the Contract;
- 9 6. Effectively communicate and monitor the program for its success;
- 10 7. Track and report expenditures electronically;
- 11 8. Maintain electronic and telephone communication between key staff and the
- 12 ADMINISTRATOR; and
- 13 9. Act quickly to identify and resolve problems.

14 N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
15 Staffing Paragraph of this Exhibit B to the Contract.

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1 EXHIBIT C- TRACK III  
2 TO CONTRACT FOR PROVISION OF  
3 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 COLLEGE COMMUNITY SERVICES  
8 JULY 1, 2020 THROUGH JUNE 30, 2023  
9

10 **I. COMMON TERMS & DEFINITIONS**

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

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

18 2. Activities of Daily Living (ADL) means diet, personal hygiene, clothing care, grooming,  
19 money and household management, personal safety, symptom monitoring, etc.

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

22 4. Benefits Specialist means a specialized position that would primarily be responsible for  
23 coordinating Client applications and appeals for State and Federal benefits.

24 5. Best Practices means a term that is often used inter-changeably with “Evidence-Based  
25 Practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to  
26 recovery-consistent mental health practices where the Recovery process is supported with scientific  
27 intervention that best meets the needs of the Client at this time.

28 a. Evidence-Based Practice (EBP) means the interventions utilized for which there is  
29 consistent scientific evidence showing they improved Client outcomes and meets the following criteria:  
30 it has been replicated in more than one geographic or practice setting with consistent results; it is  
31 recognized in scientific journals by one or more published articles; it has been documented and put into  
32 manual forms; it produces specific outcomes when adhering to the fidelity of the model.

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

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

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

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

15 8. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile  
16 response, including mental health evaluations/assessment, for those experiencing a mental health crisis,  
17 on a twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide  
18 diversion away from hospitalization as well as providing Referrals and follow-up to assist linkage to  
19 Mental Health Services.

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

23 10. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's  
24 program for services under the Contract, who experiences chronic mental illness.

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

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

33 13. Clinical Social Worker (CSW) refers to an individual who meets the minimum professional  
34 and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's  
35 clinical experience in a mental health setting.

36 14. Data Collection System means software designed for collection, tracking and reporting  
37 outcomes data for Clients enrolled in the FSP Programs.

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

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

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

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

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

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

25 16. Direct Service Hours (DSH) refers to a measure in minutes that a clinician spends providing  
26 Client services. DSH credit is obtained for providing mental health, case management, medication  
27 support and a crisis intervention service to any Client open in IRIS which includes both billable and  
28 non-billable services.

29 17. Engagement means the process by which a trusting relationship between worker and  
30 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of  
31 Client(s) is the objective of a successful Outreach.

32 18. Face-to-Face means an encounter between Client and provider where they are both  
33 physically present.

34 19. Full Service Partnership (FSP) refers to a type of program described by the State in the  
35 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full  
36 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and  
37 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams

1 will be established including the Client, psychiatrist, and PSC. Whenever possible, these  
 2 multidisciplinary teams will include a mental health nurse, marriage and family therapist, Clinical Social  
 3 Worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of  
 4 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.  
 5 Services will include, but not be limited to, the following: crisis management, housing services, twenty-  
 6 four (24)-hours per day, seven (7) days per week intensive case management, community-based  
 7 wraparound recovery services, vocational and educational services, job coaching/developing, Client  
 8 employment, money management/representative payee support, Flexible Fund account for immediate  
 9 needs, transportation, illness education and self-management, medication support, co-occurring services,  
 10 linkage to financial benefits/entitlements, family and peer support, and supportive socialization and  
 11 meaningful community roles.

12 a. Client services are focused on Recovery and harm reduction to encourage the highest  
 13 level of Client empowerment and independence achievable. PSCs will meet with the Client in their  
 14 current community setting and will develop a supportive relationship with the individual served.  
 15 Substance abuse treatment will be integrated into services and provided by the Client’s team to  
 16 individuals with a co-occurring disorder.

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

25 20. Housing Specialist means a specialized position dedicated to developing the full array of  
 26 housing options for their program and monitoring their suitability for the population served in  
 27 accordance with the minimal housing standards policy set by the COUNTY for their program. This  
 28 individual is also responsible for assisting Clients with applications to low income housing, housing  
 29 subsidies, senior housing, etc.

30 21. Individual Services and Support Funds – Flexible Funds means funds intended for use to  
 31 provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment  
 32 of their mental illness and their overall quality of life. Flexible Funds are generally categorized as  
 33 housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are  
 34 individualized and appropriate to support Client’s mental health treatment activities.

35 22. Intake means the initial meeting between a Client and CONTRACTOR’s staff and includes  
 36 an evaluation to determine if the Client meets program criteria and is willing to seek services.

37 //

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

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

9 25. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing  
10 employment opportunities for the Clients and matching the job to the Client's strengths, abilities,  
11 desires, and goals. This position will also integrate knowledge about career development and job  
12 preparation to ensure successful job retention and satisfaction of both employer and employee.

13 26. Marriage and Family Therapist means an individual who meets the minimum professional  
14 and licensure requirements set forth in CCR, Title 9, Section 625.

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

18 28. Member Advisory Board means a member-driven board which shall direct the activities,  
19 provide recommendations for ongoing program development, and create the rules of conduct for the  
20 program.

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

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

27 b. Collateral means a significant support person in a beneficiary's life and is used to  
28 define services provided to them with the intent of improving or maintaining the mental health status of  
29 the Client. The beneficiary may or may not be present for this service activity.

30 c. Co-Occurring Integrated Treatment Model means, in evidence-based Integrated  
31 Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse  
32 disorders from the same practitioner or treatment team.

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

36 e. Medication Support Services means those services provided by a licensed physician,  
37 registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing

1 and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the  
2 symptoms of mental illness. These services also include evaluation and documentation of the clinical  
3 justification and effectiveness for use of the medication, dosage, side effects, compliance and response  
4 to medication, as well as obtaining informed consent, providing medication education and plan  
5 development related to the delivery of the service and/or assessment of the beneficiary.

6 f. Rehabilitation Service means an activity which includes assistance in improving,  
7 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and  
8 leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or  
9 medication education.

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

15 h. Therapy means a service activity which is a therapeutic intervention that focuses  
16 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
17 delivered to an individual or group of Clients which may include family therapy in which the Client is  
18 present.

19 30. Mental Health Worker (MHW) means an individual that assists in planning, developing and  
20 evaluating mental health services for Clients; provides liaison between Clients and service providers;  
21 and has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or  
22 social work, or has two years of experience providing Client related services to Clients experiencing  
23 mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as  
24 psychology, counseling, or social work may be substituted for up to one year of the experience  
25 requirement.

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

28 32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's  
29 Degree and four years of experience in a mental health setting and who performs individual and group  
30 case management studies.

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

33 34. MORS is a Recovery scale that ADMINISTRATOR will be using for the adult mental  
34 health programs in COUNTY. The scale will provide the means of assigning Clients to their  
35 appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today.  
36 MORS is ideally suited to serve as a Recovery-based tool for identifying the level of service needed by  
37 participating members. The scale will be used to create a map of the system by determining which



1 milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs  
2 across the continuum of programs and services offered by ADMINISTRATOR.

3 35. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the  
4 Client that he/she is not entitled to any specialty mental health service. The County of Orange has  
5 expanded the requirement for an NOA-A to all individuals requesting an assessment for services and  
6 found not to meet the Medical Necessity criteria for specialty Mental Health Services.

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

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

14 38. Outreach means the Outreach to potential Clients to link them to appropriate Mental Health  
15 Services and may include activities that involve educating the community about the services offered and  
16 requirements for participation in the programs. Such activities should result in the CONTRACTOR  
17 developing their own Client referral sources for the programs they offer.

18 39. Peer Mentor means an individual who has been through the same or similar Recovery  
19 process as those he/she is now assisting to attain their Recovery goals while getting paid for this  
20 function by the program. A Peer Mentor practice is informed by his/her own lived experience with  
21 behavioral health issues.

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

31 41. Personal Health Information (PHI) means individually identifiable health information  
32 usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for  
33 an entity such as a health plan, transmitted or maintained in any other medium. It is created or received  
34 by a covered entity and relates to the past, present, or future physical or mental health or condition of an  
35 individual, provision of health care to an individual, or the past, present, or future payment for health  
36 care provided to an individual.

37 //

1           42. Pharmacy Benefits Manager (PBM) means the organization that manages the medication  
2 benefits that are given to Clients that qualify for medication benefits.

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

7           44. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social  
8 Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT  
9 Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the  
10 BBS.

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

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

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

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

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

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

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

34           a. Health: Overcoming or managing one's disease(s) as well as living in a physically and  
35 emotionally healthy way;

36           b. Home: A stable and safe place to live

37 //

1 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
2 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
3 and

4 d. Community: Relationships and social networks that provide support, friendship, love,  
5 and hope.

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

9 53. Supportive Housing PSC means a Personal Services Coordinator who provides services in a  
10 supportive housing structure. This person will coordinate activities which will include, but not be  
11 limited to: Independent living skills, social activities, supporting communal living, assisting residents  
12 with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues.  
13 Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the  
14 program. The PSCs will be active in supporting and implementing a full service partnership philosophy  
15 and its individualized, strengths-based, culturally appropriate, and Client-centered approach.

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

20 55. Token means the security device which allows an individual user to access the COUNTY's  
21 computer based IRIS.

22 56. Uniform Method of Determining Ability to Pay (UMDAP) refers to the method used for  
23 determining the annual Client liability for Mental Health Services received from the County mental  
24 health system and is set by the State of California.

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

31 58. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland and refers  
32 to a Client self-help technique for monitoring and responding to symptoms to achieve the highest  
33 possible levels of wellness, stability, and quality of life.

34 59. Whole Person Care Pilot Program or WPC Pilot or WPC Program means the specific  
35 program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications  
36 released by DHCS to address the specific requirements in the STCs commencing with STC 110, which  
37 //

1 allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who  
 2 have been identified as high users of multiple systems and continue to have poor health outcomes.

3 60. WPC Agreement means the agreement between COUNTY and DHCS for participation in  
 4 the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020,  
 5 as it exists now or may hereafter be amended, describing how the WPC Pilot Program will be  
 6 implemented in Orange County.

7 61. WPC Collaborative means the group of community partners, public agencies or  
 8 departments, and other organizations responsible who have agreed to come together to share financial,  
 9 knowledge, and human resources to collectively achieve the desired outcomes of the WPC Pilot  
 10 Program.

11 62. WPC Beneficiary means a Beneficiary who is eligible to receive services provided by the  
 12 WPC Program and has been identified as homeless.

13 63. WPC Participating Entity means an organization, entity, or public agency or department  
 14 that has agreed to have an active role in the WPC Pilot through agreements or memoranda of  
 15 understanding with COUNTY acting as the Lead Agency for the WPC Pilot. In accordance with the  
 16 STCs, WPC Participating Entities must include, at a minimum:

- 17 a. COUNTY’s Health Care Agency acting as the Lead Entity for the WPC Agreement.
- 18 b. COUNTY’s Behavioral Health Services Program.
- 19 c. COUNTY’s Housing Authority or Housing Program.
- 20 d. At least two (2) community organizations with experience and knowledge in providing  
 21 services to the proposed population that will be considered WPC Beneficiaries.

22 64. WPC Steering Committee means an advisory committee established in accordance with a  
 23 directive from COUNTY’s Board of Supervisors to provide high level support, advocacy, and  
 24 enablement for the WPC Pilot Project.

25 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 26 Common Terms and Definitions Paragraph of this Exhibit C to the Contract.

27  
 28 **II. BUDGET**

29 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this  
 30 EXHIBIT C to the Contract and the following budgets, which are set forth for informational purposes  
 31 only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and  
 32 CONTRACTOR.

34 <u>ADMINISTRATIVE COST</u>	<u>Period One</u>
35 Indirect Costs	\$ 46,220
36 SUBTOTAL	\$ 46,220
37 ADMINISTRATIVE COST	

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<u>PROGRAM COST</u>	
Salaries	\$219,557
Benefits	50,498
Services and Supplies	16,681
Flexible Funds	<u>21,400</u>
SUBTOTAL PROGRAM COST	\$308,136
TOTAL GROSS COST	<u>\$354,356</u>
TOTAL MAXIMUM OBLIGATION	\$354,356

B. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between budgeted line items, 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 contract period and/or future contract 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.

C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP, and Medicare regulations. The Client eligibility determination and fee charged to and collected from Clients, together with a record of all billings rendered and revenues received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in CONTRACTOR’s financial records.

D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit C to the Contract.

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### **III. PAYMENTS**

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2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the actual monthly cost of  
3 providing services per month. ADMINISTRATOR may authorize an increase/decrease in this payment  
4 amount to CONTRACTOR. All payments are interim payments only, and subject to Final Settlement in  
5 accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be  
6 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such  
7 payments does not exceed the Maximum Obligation for each Period as stated in the Referenced Contract  
8 Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to  
9 COUNTY, State, and Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental  
10 invoices for any month for which the actual amount specified above has not been fully paid.

11 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and  
12 Revenue Report as specified in the Reports Paragraph of this Exhibit C to the Contract.  
13 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
14 CONTRACTOR as specified in Subparagraphs A.2.

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

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

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

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

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

32 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
33 Payments Paragraph of this Exhibit C to the Contract.

### **IV. REPORTS**

34  
35  
36 A. CONTRACTOR shall maintain records and make statistical reports as required by  
37 ADMINISTRATOR and the DHCS on forms provided by either agency.

1 B. FISCAL

2 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
3 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,  
4 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described  
5 in the Services Paragraph of this Exhibit C to the Contract. Such reports will also include actual  
6 productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR  
7 no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR  
8 must request in writing any extensions to the due date of the monthly required reports. If an extension is  
9 approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

23 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to  
24 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form  
25 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no  
26 later than twenty (20) calendar days following the end of the month being reported, unless otherwise  
27 specified. Programmatic reports will include, but not be limited to, the following:

28 1. Training provided to staff; and  
29 2. A description of CONTRACTOR's progress in implementing the provisions of the  
30 Contract, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications,  
31 changes in population served and reasons for any such changes. CONTRACTOR shall state whether it  
32 is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify  
33 what steps will be taken to achieve satisfactory progress.

34 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their  
35 monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing  
36 satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken  
37 to achieve satisfactory progress.

1 4. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or  
2 issues that adversely affect the quality or accessibility of Client-related services provided by, or under  
3 contract with, the COUNTY as identified in the HCA P&Ps.

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

8 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
9 welfare of Clients including, but not limited to, serious physical harm to self or others, serious  
10 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
11 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of becoming aware of any such  
12 serious adverse incident, and complete a Special Incident Report in accordance with established P&Ps.

13 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
14 Reports Paragraph of this Exhibit C to the Contract.

15  
16 **V. SERVICES**

17 A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of administrative  
18 support of the field-based services described herein at the following location, or any other location  
19 approved, in advance, in writing, by ADMINISTRATOR:

20  
21 801 N. Parkcenter St., Suite 235  
22 Santa Ana, CA 92705  
23

24  
25 1. The Peer Mentoring services identified within this Exhibit C to the Contract are field-based  
26 and are not anticipated to be provided from CONTRACTOR’s facility. The facility shall be a home  
27 base to staff providing services in the field and shall include space for administrative support of the  
28 services identified within the Contract, staff meetings, consultation and staff training, documentation  
29 preparation, and other administrative functions as applicable.

30 2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR,  
31 and remain open Monday through Friday: from 8:30 a.m. to 5:00 p.m. throughout the year; provided,  
32 however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening  
33 and weekend hours as necessary in order for staff to meet member needs.

34 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule  
35 unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

36 B. INDIVIDUALS TO BE SERVED – TRACK THREE PROGRAM

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1           1. The target population for the Track Three program are Orange County adults, 18 to 59  
 2 years of age, and older adults 60 years of age and above, who are homeless or at risk of homelessness,  
 3 Medi-Cal beneficiaries, and have been diagnosed with a serious mental illness (SMI) and may also have  
 4 a co-occurring disorder. Individuals served shall already have secured housing placements through  
 5 HCA's Housing Navigation program, operated by Collette's Children's Home, or HCA's Behavioral  
 6 Health Services Outreach and Engagement (BHS O&E) team.

7           2. It is anticipated that the Peer Mentoring Track Three program will serve a minimum of 140  
 8 Clients annually.

9           3. Caseloads for Peer Mentors shall be maintained at or near five (5) Clients per one (1.0) FTE  
 10 Peer Mentor for Track Three.

11           4. Caseloads for Lead Peer Mentors shall be maintained at or near three (3) Clients per one  
 12 (1.0) FTE Lead Peer Mentor for Track Three.

### 13           C. SERVICES TO BE PROVIDED – TRACK THREE

14           1. CONTRACTOR shall provide Track Three services that specifically focus on assisting  
 15 homeless SMI clients, or those at risk of homelessness, who are also Medi-Cal beneficiaries, to sustain  
 16 their housing placements for greater than six (6) months.

17           2. Track Three peer mentors will accept referrals from Collette's Children's Home (Collette's)  
 18 and HCA's BHS O&E team, who have been working with clients eligible for housing placements  
 19 through Orange County's Coordinated Entry system. Clients to be served in Track Three may or may  
 20 not already be linked with HCA behavioral health services when they are referred for peer mentoring  
 21 services. For those clients that are not already linked with behavioral health services, Peer Mentors shall  
 22 make every effort to link those clients to those services during their enrollment with the Track Three  
 23 program. The Clinical Manager will assist Peer Mentors working with clients who have not yet been  
 24 linked with behavioral health services, in addressing client issues in the absence of an ongoing treatment  
 25 provider. The Clinical Manager will also assist Peer Mentors in strategies to work with Clients with  
 26 challenging behavioral health issues, whether they are linked with services or not, as well as to assist  
 27 Peer mentors with their own issues or triggers that may arise when working with Clients.

28           2. Once a housing option has been identified and secured for an eligible Client, Collette's  
 29 and/or the BHS O&E team will refer the Client to the Track Three program for ongoing services.

30           2. Peer mentors shall provide individual housing and tenancy sustaining type of services,  
 31 which support the individual to become a successful tenant in his/her housing placement. These  
 32 services may include, but not limited to, assisting Clients with landlord negotiations; housekeeping;  
 33 food shopping and preparation; financial management; medication management; transportation; medical  
 34 care; arranging utilities; phone, and insurance; and accessing natural supports and community services.

35           3. CONTRACTOR shall research and adopt Evidence Based Practices such as Permanent  
 36 Supportive Housing to assist Clients to sustain their housing placements for greater than six (6) months.  
 37 Permanent Supportive Housing (PSH) places emphasis on helping Clients to sustain their housing by

1 providing them with the rights of tenancy under state and local landlord tenant laws and linking them to  
2 voluntary and flexible supportive services designed to meet Client needs and preferences. PSH provides  
3 wraparound support that involves and includes, but is not limited to: assisting clients with landlord  
4 negotiations; housekeeping; food shopping and preparation; financial management; medication  
5 management; accessing natural supports; transportation; medical care; arranging utilities; phone; and  
6 insurance.

7 4. CONTRACTOR shall develop strategies for engaging the target population, who have been  
8 historically difficult to engage due to their unstable living environment, unmanaged behavioral health  
9 symptoms, and overall lack of trust. Emphasis should be placed on building trust, developing a sense of  
10 community, while demonstrating and promoting dignity, respect, and honesty. CONTRACTOR  
11 understands that it may take multiple attempts at engagement to build relationships and trust, and that  
12 consistent presence as well as follow-up and follow through will play an important role. Peer mentors  
13 shall look for opportunities to share their lived experience in their efforts to develop rapport and trust.  
14 Other strategies shall be employed, and continuously re-evaluated to determine effectiveness, or the  
15 need for a different approach to engagement.

16 5. Peer Mentoring services shall be culturally and linguistically appropriate while focusing on  
17 development of life management skills, independent living skills, relationship building skills, and  
18 successful re-integration into the community.

19 6. Track Three services shall reflect the principles of the Recovery model, fostering Client  
20 empowerment, hope, and an expectation that Recovery from mental illness is possible. The philosophy  
21 of Peer Mentoring services shall draw upon cultural strengths and utilize service delivery and assistance  
22 in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse  
23 populations. Cultural competence shall be a continuous focus in the development of the programming,  
24 recruitment, and hiring of staff that speak the same language and have the same cultural background of  
25 the individuals that are to be served. This inclusion of COUNTY's multiple cultures will assist in  
26 maximizing access to services. ADMINISTRATOR may offer training for all staff on cultural and  
27 linguistic competencies.

28 7. Services shall embrace a culture that supports the utilization of Peer Mentors in providing  
29 supportive assistance in the Client's recovery, self-sufficiency and linkage to COUNTY services post-  
30 discharge. CONTRACTOR shall provide field-based services, including telephonic and in-person  
31 contacts, lasting for at least six months post-discharge, designed to assist the Client in maintaining their  
32 housing, and in accessing COUNTY and community resources. Supportive services may include, but  
33 not be limited to:

34 a. Education/Advocacy: The peer mentor program shall provide individual education  
35 regarding coping strategies, resources, wellness strategies, and self-advocacy. Peer Mentors shall model  
36 advocacy skills that may be used by Clients in family and/or support person interactions, medical and/or

37 //

1 treatment appointments, and accessing and utilizing community resources as applicable with a goal of  
 2 enhancing individual's motivation and ability to participate in their own treatment self-sufficiency.

3           b. Direct Service Supports: The Peer Mentors shall provide field-based direct service  
 4 supports to address individual Client issues which lead to re-hospitalization, isolation, and lack of  
 5 connection to the community. Individual supportive peer counseling shall be offered to promote Client  
 6 participation in aftercare, increase motivation, and successfully re-integrate into the community. Peer  
 7 Mentors will provide bridging services such as making initial follow up medical or psychiatry  
 8 appointments, arranging transportation, accompanying individuals to appointments, and developing  
 9 emergency support plans.

10           c. Resource Assistance: Peer Mentors shall assist with meeting essential basic needs  
 11 which support independent daily living skills such as identifying food banks, discount clothing stores,  
 12 and other community resources.

13           D. PERFORMANCE OBJECTIVES TRACK THREE – CONTRACTOR shall be required to  
 14 achieve Performance Objectives, and develop and maintain a database to track and report Performance  
 15 Objective data and statistics in monthly programmatic reports in a format provided by or approved by  
 16 ADMINISTRATOR, as outlined below.

17           1. CONTRACTOR shall monitor and track the total number of referrals received; number of  
 18 referrals accepted on a monthly basis, demographic and other encounter information which includes but  
 19 is not limited to:

- 20           a. Date of Service
- 21           b. Client name or Client identifier
- 22           c. Age/Date of birth
- 23           d. Race
- 24           e. Ethnicity
- 25           f. Gender
- 26           g. Lesbian/Gay/Bisexual/Transgender/Questioning
- 27           h. Language spoken
- 28           i. Military status
- 29           j. Referring agency or individual and recommended services
- 30           k. Client enrollment status in BHS services at onset of Peer Mentoring services
- 31           l. Client enrollment status in BHS services at conclusion of Peer Mentoring services
- 32           m. Number of days Client has been homeless
- 33           n. Number of days Client has maintained their independent living or permanent  
 34 supportive housing status
- 35           o. Additional community services offered to Clients

36           2. CONTRACTOR shall monitor and track the total number of duplicated and unduplicated  
 37 Clients served, and the number of contacts provided to each Client on a monthly basis.

1 3. CONTRACTOR shall monitor and track the type of services provided and the length of  
2 stay for each Client in the program. These numbers shall be reported monthly.

3 4. CONTRACTOR shall track Client satisfaction with peer mentors during follow-up  
4 contacts. Peer Mentors will assist in this evaluation by collecting Client satisfaction data through a brief  
5 survey administered during follow-up contacts. Clients and family or support persons will be asked to  
6 rate the degree to which peer mentors assisted with goal setting, linking with resources, and language  
7 and cultural accommodation. Satisfaction will be compared by Client demographic and encounter  
8 characteristics. It is expected that Clients and, where appropriate, family members or support persons  
9 will report a high level of satisfaction with the services received.

10 5. CONTRACTOR shall track Client increase in Self-Sufficiency. This will be assessed on  
11 three measures during follow-up interviews with Peer Mentors. First, management of mental treatment  
12 by a reduction of (re)hospitalization will be measured by collecting self-report data during follow-up  
13 interviews regarding whether Client was seen in an emergency room, inpatient unit or jail six months  
14 post first contact. Second, this survey process will identify the establishment of a well-defined support  
15 network as defined by accessing community resources and services. Third, this survey will also include  
16 questions regarding engagement in productive and meaningful roles as defined by increasing ability to  
17 integrate into the community.

18 6. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing  
19 performance objectives as the program moves beyond its implementation phase.

20 E. PERFORMANCE OUTCOMES TRACK THREE – CONTRACTOR shall be required to meet  
21 and comply with the following Performance Outcomes on an annual basis:

22 1. Achieve eighty percent (80%) or higher rating for Clients sustaining housing for six (6)  
23 months or longer.

24 2. Serve a minimum of 140 clients experiencing homelessness annually.

25 3. Achieve eighty percent (80%) or higher rating on the Satisfaction and Self-Sufficiency  
26 Surveys. Frequency of survey implementation shall be mutually agreed upon between CONTRACTOR  
27 and COUNTY.

#### 28 G. FLEXIBLE FUNDS

29 1. CONTRACTOR shall follow the procedures identified below and as specified by  
30 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support  
31 funds (Flexible Funds):

32 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the  
33 treatment of a Client's mental illness and overall quality of life;

34 b. Flexible Funds may be utilized when other community resources such as  
35 family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a  
36 timely manner, or are not appropriate for a Client's situation. Peer Mentors will assist individual Clients  
37 in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

1 c. Flexible Funds are not intended to be utilized for Clients referred from Full Service  
2 Partnership programs as those programs have their own Flexible Funds that are to be used for support of  
3 their Clients as required. Exceptions to this must be approved in advance, and in writing, by  
4 ADMINISTRATOR;

5 d. Flexible Funds shall not be given in the form of cash to any Client;

6 e. Pre-purchases shall only be for food, transportation, and clothing or other purchases as  
7 required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

8 f. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be  
9 limited to a combined one thousand dollars (\$1,000) supply on-hand at any given time, and that all  
10 voucher and/or gift card purchases and disbursements shall be tracked and logged by designated  
11 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to not more than  
12 twenty-five dollars (\$25) each, unless otherwise approved in advance and in writing, by  
13 ADMINISTRATOR. CONTRACTOR shall provide a monthly inventory report that includes an  
14 accurate accounting of all vouchers and gift cards on hand in CONTRACTOR's program.

15 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund  
16 expenditures, shall include, but not be limited to, retention of comprehensible source documentation  
17 such as receipts, copies of lease/rental agreements for Client housing and general ledgers;

18 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
19 purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by  
20 ADMINISTRATOR;

21 a. Gift cards and vouchers for Clients shall be securely stored and documentation of their  
22 disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be  
23 maintained by CONTRACTOR;

24 b. A single Flexible Fund expenditure, in excess of five hundred dollars (\$500), shall not  
25 be made without prior written approval of ADMINISTRATOR. In emergency situations,  
26 CONTRACTOR may exceed the five hundred dollars (\$500) limit, if appropriate and justified, and shall  
27 notify ADMINISTRATOR the next business day of such an expense. Said notification shall include  
28 total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified  
29 timeframe may result in disallowance of the expenditure;

30 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the  
31 mechanism used to ensure this staff has timely access to Flexible Funds is identified;

32 5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form  
33 provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with  
34 CONTRACTOR's monthly Expenditure and Revenue Report no later than the twentieth (20th) day  
35 following the end of the month being reported. CONTRACTOR must request in writing any extensions  
36 to the due date of the monthly report.

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1           6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that  
2 incorporates at a minimum the requirements as specified above. CONTRACTOR shall submit said P&P  
3 to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. If the  
4 Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty (60) calendar days from  
5 the start of the Contract, any subsequent Flexible Fund expenditures may be disallowed by  
6 ADMINISTRATOR.

7           H. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
8 Subparagraph C. of the Compliance Paragraph of the Contract.

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

14           J. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
15 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
16 ADMINISTRATOR.

17           K. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
18 welfare of Clients, including but not limited to, serious physical harm to self or others, serious  
19 destruction of property, and developments, which may raise liability issues with COUNTY, and shall  
20 advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the  
21 quality or accessibility of Client related services provided under the Contract, as set forth in the Notices  
22 Paragraph of the Contract.

23           L. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to  
24 ensure compliance with workload standards and productivity.

25           M. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.

26           N. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&Ps.

27           O. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR including but not  
28 limited to:

29           1. Monthly management meetings with ADMINISTRATOR to discuss contract performance  
30 issues including, but not limited to, whether the program is or is not progressing satisfactorily in  
31 achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory  
32 progress, compliance with P&P, review of statistics and clinical services;

33           2. Staff training for individuals conducted by ADMINISTRATOR; and

34           3. Other staff training as requested by ADMINISTRATOR.

35           P. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide  
36 to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to  
37 accepting any Client admissions to the program.

1 Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 2 Services Paragraph of this Exhibit C to the Contract.

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 4 **VI. STAFFING**

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

PROGRAM	PERIOD
	<u>ONE</u>
Program Director- Licensed	0.26
Data Analyst	0.33
Office Assistant III	0.50
Clinical Manager	1.00
Lead Peer Mentor	2.00
Peer Mentor III	1.00
Peer Mentor II - Bilingual	1.00
Peer Mentor II	<u>4.00</u>
TOTAL FTE	10.09

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 21 B. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery,  
 22 have a history of participating in behavioral health services, or have lived experience with behavioral  
 23 health issues. These individuals shall not be currently receiving services directly from CONTRACTOR.  
 24 Documentation may include, but not be limited to, the following: Records attesting to efforts made in  
 25 recruitment and hiring practices and identification of measures taken to enhance accessibility for  
 26 potential staff in these categories.

27 C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
 28 ADMINISTRATOR and CONTRACTOR P&Ps related to the services provided under the Contract.  
 29 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and  
 30 place it in their personnel files.

31 D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
 32 languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should  
 33 be retained. Any vacancies occurring at a time when bilingual and bicultural composition of the clinical  
 34 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless  
 35 ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.

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1 Salary savings resulting from such vacant positions may not be used to cover costs other than salaries  
2 and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

3 E. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a  
4 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR  
5 shall maintain documents of such efforts which may include, but not be limited to: Records of  
6 participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and  
7 procedures (P&Ps); copies of literature in multiple languages and formats, as appropriate; and  
8 descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are  
9 physically challenged.

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

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

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

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

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

25 1. CONTRACTOR shall develop a training curriculum and procedures for new Peer Mentors.  
26 The curriculum shall include ongoing plans for supervision and support for Peer Mentors, and  
27 CONTRACTOR shall conduct or facilitate required trainings for the Peer Mentor Staff and shall  
28 develop and provide training manuals and/or informational materials and updates as requested by  
29 COUNTY.

30 2. Training shall include, but may not be limited to, the following:

31 a. Policies, procedures and/or guidelines outlining the roles, expectations, and  
32 responsibilities for the Peer Mentor Staff;

33 b. Referral guidelines for Peer Mentor services provided by COUNTY;

34 c. Orientation to Recovery Principles;

35 d. COUNTY and COUNTY-contracted mental health programs, community resources;

36 e. Strategies for self-care and prevention of burn-out;

37 f. Data collection requirements; and



1 g. Performance outcome measures.

2 3. All required training will be completed prior to providing services to Clients.

3 4. CONTRACTOR shall ensure that mechanisms are in place to provide orientation and close  
4 supervision to Peer Mentor Staff as well as provide opportunities for debriefing cases, to support the  
5 Peer Mentor Staff as well as to implement continuous improvements.

6 5. CONTRACTOR shall ensure Peer Mentor Staff are notified on a timely basis of COUNTY-  
7 sponsored MHSA-funded Workforce Education and Training programs that provide a wide variety of  
8 courses and conferences to support the training needs of COUNTY and CONTRACTOR staff.

9 K. The Peer Mentoring Program Director shall be responsible for Track One, Track Two, and  
10 Track Three services and staff, and shall seek input from Clients, mentors and service providers for  
11 ongoing program development. The Program Director shall directly supervise the Clinical Managers,  
12 and may also supervise the Lead Peer Mentors, if required, and be responsible for ensuring services are  
13 in collaboration with the Client’s primary treatment provider, as applicable.

14 L. In addition to responsibility for ensuring all services identified in this Exhibit C to the Contract  
15 are provided, the Program Director and Clinical Manager roles and responsibilities shall also include,  
16 but not be limited to:

17 1. Implementation, supervision and tracking outcomes of peer mentor activities and  
18 interventions;

19 2. Maintain ongoing communication with mentors, Clients, and treatment teams on needs  
20 assessments, and efficient delivery of services;

21 3. Research, evaluate, and implement Best Practices as they relate to Peer Mentoring, and  
22 ensure the program continues to progress towards achieving positive outcomes;

23 4. Focus on outcomes and developing systems to measure Recovery as a process (short-term  
24 goals) and as an outcome (long-term goal);

25 5. Submittal of monthly data to ADMINISTRATOR with verification that outcome data is  
26 correct;

27 6 Development of all P&Ps regarding the Peer Mentoring program;

28 7. Fiscal and programmatic management of the Peer Mentoring operating budget;

29 8. Develop and coordinate In-service training of staff, both initially and ongoing, on topics  
30 related to Recovery, field-based services;

31 9. Maintain ongoing communication with ADMINISTRATOR in regards to program.

32 M. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
33 recording, and reporting portion of the Contract. If administrative responsibilities are delegated to  
34 subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and  
35 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,  
36 the following:

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- 1           1. Designate the responsible position(s) in your organization for managing the funds allocated
- 2 to this program;
- 3           2. Maximize the use of the allocated funds;
- 4           3. Ensure timely and accurate reporting of monthly expenditures;
- 5           4. Maintain appropriate staffing levels;
- 6           5. Request budget and/or staffing modifications to the Contract;
- 7           6. Effectively communicate and monitor the program for its success;
- 8           7. Track and report expenditures electronically;
- 9           8. Maintain electronic and telephone communication between key staff and the
- 10 ADMINISTRATOR; and
- 11           9. Act quickly to identify and resolve problems.

12           N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the

13 Staffing Paragraph of this Exhibit C to the Contract.

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1 EXHIBIT D  
2 TO CONTRACT FOR PROVISION OF  
3 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 COLLEGE COMMUNITY SERVICES  
8 JULY 1, 2020 THROUGH JUNE 30, 2023

9 **I. BUSINESS ASSOCIATE CONTRACT**

10 A. GENERAL PROVISIONS AND RECITALS

11 1. The parties agree that the terms used, but not otherwise defined in the Common Terms and  
12 Definitions Paragraph of Exhibit A, B, and C to the Contract or in subparagraph B below, shall have the  
13 same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations  
14 at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter amended.

15 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,  
16 and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that  
17 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of  
18 COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business  
19 Associate” in 45 CFR § 160.103.

20 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the  
21 terms of the Contract, some of which may constitute PHI, as defined below in Subparagraph B.10, to be  
22 used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the  
23 Contract.

24 4. The parties intend to protect the privacy and provide for the security of PHI that may be  
25 created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance  
26 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH  
27 Act, and the HIPAA regulations as they may exist now or be hereafter amended.

28 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA  
29 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by  
30 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

31 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
32 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
33 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
34 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
35 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the

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37 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and

1 | electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

2 | B. DEFINITIONS

3 | 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to  
4 | manage the selection, development, implementation, and maintenance of security measures to protect  
5 | electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection  
6 | of that information.

7 | 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted  
8 | under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

9 | a. Breach excludes:

10 | 1) Any unintentional acquisition, access, or use of PHI by a workforce member or  
11 | person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use  
12 | was made in good faith and within the scope of authority and does not result in further use or disclosure  
13 | in a manner not permitted under the Privacy Rule.

14 | 2) Any inadvertent disclosure by a person who is authorized to access PHI at  
15 | CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health  
16 | care arrangement in which COUNTY participates, and the information received as a result of such  
17 | disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

18 | 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief  
19 | that an unauthorized person to whom the disclosure was made would not reasonably have been able to  
20 | retain such information.

21 | b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or  
22 | disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach  
23 | unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised  
24 | based on a risk assessment of at least the following factors:

25 | 1) The nature and extent of the PHI involved, including the types of identifiers and the  
26 | likelihood of re-identification;

27 | 2) The unauthorized person who used the PHI or to whom the disclosure was made;

28 | 3) Whether the PHI was actually acquired or viewed; and

29 | 4) The extent to which the risk to the PHI has been mitigated.

30 | 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy  
31 | Rule in 45 CFR § 164.501.

32 | 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45  
33 | CFR § 164.501.

34 | 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45  
35 | CFR § 160.103.

36 | //

37 | 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA

1 Privacy Rule in 45 CFR § 164.501.

2 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
3 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
4 with 45 CFR § 164.502(g).

5 8. "Physical Safeguards" are physical measures, policies, and procedures to protect  
6 CONTRACTOR's electronic information systems and related buildings and equipment, from natural  
7 and environmental hazards, and unauthorized intrusion.

8 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually  
9 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
11 160.103.

12 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy  
13 Rule in 45 CFR § 164.103.

14 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
15 his or her designee.

16 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,  
17 modification, or destruction of information or interference with system operations in an information  
18 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,  
19 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by  
20 CONTRACTOR.

21 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of  
22 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

23 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
24 45 CFR § 160.103.

25 16. "Technical safeguards" means the technology and the policy and procedures for its use that  
26 protect electronic PHI and control access to it.

27 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,  
28 unreadable, or indecipherable to unauthorized individuals through the use of a technology or  
29 methodology specified by the Secretary of Health and Human Services in the guidance issued on the  
30 HHS Web site.

31 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
32 160.103.

33 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

34 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to  
35 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required  
36 by law.

37 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business

1 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to  
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
3 other than as provided for by this Business Associate Contract.

4 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
5 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
6 creates, receives, maintains, or transmits on behalf of COUNTY.

7 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is  
8 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the  
9 requirements of this Business Associate Contract.

10 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI  
11 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.  
12 CONTRACTOR must report Breaches of Unsecured PHI in accordance with subparagraph E below and  
13 as required by 45 CFR § 164.410.

14 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or  
15 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply  
16 through this Business Associate Contract to CONTRACTOR with respect to such information.

17 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
18 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an  
19 Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an  
20 EHR with PHI, and an individual requests a copy of such information in an electronic format,  
21 CONTRACTOR shall provide such information in an electronic format.

22 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs  
23 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty  
24 (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY  
25 in writing no later than ten (10) calendar days after said amendment is completed.

26 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,  
27 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on  
28 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by  
29 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's  
30 compliance with the HIPAA Privacy Rule.

31 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
33 and to make information related to such Disclosures available as would be required for COUNTY to  
34 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45  
35 CFR § 164.528.

36 //

37 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in

1 a time and manner to be determined by COUNTY, that information collected in accordance with the  
2 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of  
3 Disclosures of PHI in accordance with 45 CFR § 164.528.

4 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's  
5 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the  
6 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

7 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
8 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
9 employees, subcontractors, and agents who have access to the Social Security data, including  
10 employees, agents, subcontractors, and agents of its subcontractors.

11 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a  
12 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if  
13 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may  
14 terminate the Contract, if a finding or stipulation that CONTRACTOR has violated any standard or  
15 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made  
16 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.  
17 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to  
18 terminate the Contract.

19 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting  
20 CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no  
21 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative  
22 proceedings being commenced against COUNTY, its directors, officers or employees based upon  
23 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,  
24 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its  
25 subcontractor, employee, or agent is a named adverse party.

26 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
27 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
28 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
29 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
30 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
31 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
32 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
33 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
34 applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

35 //  
36 //

37 a. CONTRACTOR does not promptly enter into negotiations to amend this Business

1 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

2 b. CONTRACTOR does not enter into an amendment providing assurances regarding the  
3 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of  
4 HIPAA, the HITECH Act, and the HIPAA regulations.

5 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
6 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
7 B.2.a above.

8 D. SECURITY RULE

9 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
10 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR  
11 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
13 CONTRACTOR shall develop and maintain a written information privacy and security program that  
14 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
15 CONTRACTOR's operations and the nature and scope of its activities.

16 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
17 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,  
18 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
19 current and updated policies upon request.

20 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
21 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
22 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
23 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
24 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

25 a. Complying with all of the data system security precautions listed under subparagraphs  
26 E, below;

27 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in  
28 conducting operations on behalf of COUNTY;

29 c. Providing a level and scope of security that is at least comparable to the level and scope  
30 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal  
31 Automated Information Systems, which sets forth guidelines for automated information systems in  
32 Federal agencies;

33 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
34 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same  
35 restrictions and requirements contained in this subparagraph D of this Business Associate Contract.

36 //

37 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it



1 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with  
2 subparagraph E below and as required by 45 CFR § 164.410.

3 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who  
4 shall be responsible for carrying out the requirements of this paragraph and for communicating on  
5 security matters with COUNTY.

#### 6 E. DATA SECURITY REQUIREMENTS

##### 7 1. Personal Controls

8 a. Employee Training. All workforce members who assist in the performance of  
9 functions or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI  
10 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
11 behalf of COUNTY, must complete information privacy and security training, at least annually, at  
12 CONTRACTOR's expense. Each workforce member who receives information privacy and security  
13 training must sign a certification, indicating the member's name and the date on which the training was  
14 completed. These certifications must be retained for a period of six (6) years following the termination  
15 of Contract.

16 b. Employee Discipline. Appropriate sanctions must be applied against workforce  
17 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including  
18 termination of employment where appropriate.

19 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
21 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
22 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
23 workforce member prior to access to such PHI. The statement must be renewed annually. The  
24 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection  
25 for a period of six (6) years following the termination of the Contract.

26 d. Background Check. Before a member of the workforce may access PHI COUNTY  
27 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
28 COUNTY, a background screening of that worker must be conducted. The screening should be  
29 commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
30 screening being done for those employees who are authorized to bypass significant technical and  
31 operational security controls. The CONTRACTOR shall retain each workforce member's background  
32 check documentation for a period of three (3) years.

##### 33 2. Technical Security Controls

34 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
36 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which  
37 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the

1 COUNTY.

2 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to  
3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
4 must have sufficient administrative, physical, and technical controls in place to protect that data, based  
5 upon a risk assessment/system security review.

6 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses  
7 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
8 required to perform necessary business functions may be copied, downloaded, or exported.

9 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
11 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,  
12 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified  
13 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the  
14 premises" if it is only being transported from one of CONTRACTOR's locations to another of  
15 CONTRACTOR's locations.

16 e. Antivirus software. All workstations, laptops and other systems that process and/or  
17 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
18 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software  
19 solution with automatic updates scheduled at least daily.

20 f. Patch Management. All workstations, laptops and other systems that process and/or  
21 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
22 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if  
23 necessary. There must be a documented patch management process which determines installation  
24 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable  
25 patches must be installed within thirty (30) calendar or business days of vendor release. Applications  
26 and systems that cannot be patched due to operational reasons must have compensatory controls  
27 implemented to minimize risk, where possible.

28 g. User IDs and Password Controls. All users must be issued a unique user name for  
29 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
30 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
31 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
32 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
33 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
34 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.  
35 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
36 from at least three (3) of the following four (4) groups from the standard keyboard:

37 1) Upper case letters (A-Z)

- 1 2) Lower case letters (a-z)
- 2 3) Arabic numerals (0-9)
- 3 4) Non-alphanumeric characters (punctuation symbols)

4 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
5 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
6 must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may  
7 also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods  
8 require prior written permission by COUNTY.

9 i. System Timeout. The system providing access to PHI COUNTY discloses to  
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
11 must provide an automatic timeout, requiring re-authentication of the user session after no more than  
12 twenty (20) minutes of inactivity.

13 j. Warning Banners. All systems providing access to PHI COUNTY discloses to  
14 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
15 must display a warning banner stating that data is confidential, systems are logged, and system use is for  
16 business purposes only by authorized users. User must be directed to log off the system if they do not  
17 agree with these requirements.

18 k. System Logging. The system must maintain an automated audit trail which can  
19 identify the user or system process which initiates a request for PHI COUNTY discloses to  
20 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
21 or which alters such PHI. The audit trail must be date and time stamped, must log both successful and  
22 failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a  
23 database, database logging functionality must be enabled. Audit trail data must be archived for at least 3  
24 years after occurrence.

25 l. Access Controls. The system providing access to PHI COUNTY discloses to  
26 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
27 must use role based access controls for all user authentications, enforcing the principle of least privilege.

28 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
29 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
30 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
31 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
32 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
33 website access, file transfer, and E-Mail.

34 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and  
35 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

36 //

37 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a

1 comprehensive intrusion detection and prevention solution.

2 3. Audit Controls

3 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
4 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
5 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
6 COUNTY must have at least an annual system risk assessment/security review which provides  
7 assurance that administrative, physical, and technical controls are functioning effectively and providing  
8 adequate levels of protection. Reviews should include vulnerability scanning tools.

9 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to  
10 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
11 must have a routine procedure in place to review system logs for unauthorized access.

12 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
14 must have a documented change control procedure that ensures separation of duties and protects the  
15 confidentiality, integrity and availability of data.

16 4. Business Continuity/Disaster Recovery Control

17 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan  
18 to enable continuation of critical business processes and protection of the security of PHI COUNTY  
19 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
20 COUNTY kept in an electronic format in the event of an emergency. Emergency means any  
21 circumstance or situation that causes normal computer operations to become unavailable for use in  
22 performing the work required under this Contract for more than 24 hours.

23 b. Data Backup Plan. CONTRACTOR must have established documented procedures to  
24 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular  
25 schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of  
26 the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule  
27 must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and  
28 COUNTY (e.g. the application owner) must merge with the DRP.

29 5. Paper Document Controls

30 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
31 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left  
32 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means  
33 that information is not being observed by an employee authorized to access the information. Such PHI  
34 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
35 baggage on commercial airplanes.

36 //

37 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is  
2 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

3 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or  
4 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of  
5 through confidential means, such as cross cut shredding and pulverizing.

6 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
7 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
8 of the CONTRACTOR except with express written permission of COUNTY.

9 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
10 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
11 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
12 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the  
13 intended recipient before sending the fax.

14 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
15 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
16 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include  
17 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to  
18 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in  
19 a single package shall be sent using a tracked mailing method which includes verification of delivery  
20 and receipt, unless the prior written permission of COUNTY to use another method is obtained.

#### 21 F. BREACH DISCOVERY AND NOTIFICATION

22 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify  
23 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a  
24 law enforcement official pursuant to 45 CFR § 164.412.

25 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which  
26 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been  
27 known to CONTRACTOR.

28 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is  
29 known, or by exercising reasonable diligence would have known, to any person who is an employee,  
30 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

31 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
32 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
33 notification within 24 hours of the oral notification.

34 3. CONTRACTOR's notification shall include, to the extent possible:

35 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
36 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

37 b. Any other information that COUNTY is required to include in the notification to

1 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
2 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day  
3 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

4 1) A brief description of what happened, including the date of the Breach and the date  
5 of the discovery of the Breach, if known;

6 2) A description of the types of Unsecured PHI that were involved in the Breach (such  
7 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
8 disability code, or other types of information were involved);

9 3) Any steps Individuals should take to protect themselves from potential harm  
10 resulting from the Breach;

11 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
12 mitigate harm to Individuals, and to protect against any future Breaches; and

13 5) Contact procedures for Individuals to ask questions or learn additional information,  
14 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

15 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
16 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
17 COUNTY.

18 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
19 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
20 CONTRACTOR made all notifications to COUNTY consistent with this subparagraph F and as required  
21 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or  
22 disclosure of PHI did not constitute a Breach.

23 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or  
24 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

25 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
26 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
27 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as  
28 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of  
29 the Breach to COUNTY pursuant to Subparagraph F.2 above.

30 8. CONTRACTOR shall continue to provide all additional pertinent information about the  
31 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
32 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable  
33 requests for further information, or follow-up information after report to COUNTY, when such request  
34 is made by COUNTY.

35 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or  
36 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs  
37 in addressing the Breach and consequences thereof, including costs of investigation, notification,

1 remediation, documentation or other costs associated with addressing the Breach.

2 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

3 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
4 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
5 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by  
6 COUNTY except for the specific Uses and Disclosures set forth below.

7 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,  
8 for the proper management and administration of CONTRACTOR.

9 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the  
10 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
11 CONTRACTOR, if:

12 1) The Disclosure is required by law; or

13 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI  
14 is disclosed that it will be held confidentially and used or further disclosed only as required by law or for  
15 the purposes for which it was disclosed to the person and the person immediately notifies  
16 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has  
17 been breached.

18 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
19 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
20 CONTRACTOR.

21 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to  
22 carry out legal responsibilities of CONTRACTOR.

23 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
24 consistent with the minimum necessary policies and procedures of COUNTY.

25 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
26 required by law.

27 H. PROHIBITED USES AND DISCLOSURES

28 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or  
29 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to  
30 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care  
31 item or service for which the health care provider involved has been paid out of pocket in full and the  
32 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

33 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
34 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
35 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
36 17935(d)(2).

37 I. OBLIGATIONS OF COUNTY

1 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of  
2 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect  
3 CONTRACTOR's Use or Disclosure of PHI.

4 2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission  
5 by an Individual to use or disclose his or her PHI, to the extent that such changes may affect  
6 CONTRACTOR's Use or Disclosure of PHI.

7 3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI  
8 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction  
9 may affect CONTRACTOR's Use or Disclosure of PHI.

10 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that  
11 would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

12 J. BUSINESS ASSOCIATE TERMINATION

13 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the  
14 requirements of this Business Associate Contract, COUNTY shall:

15 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the  
16 violation within thirty (30) business days; or

17 b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure  
18 the material Breach or end the violation within (30) days, provided termination of the Contract is  
19 feasible.

20 2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to  
21 COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,  
22 or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

23 a. This provision shall apply to all PHI that is in the possession of Subcontractors or  
24 agents of CONTRACTOR.

25 b. CONTRACTOR shall retain no copies of the PHI.

26 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
27 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
28 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
29 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit  
30 further Uses and Disclosures of such PHI to those purposes that make the return or destruction  
31 infeasible, for as long as CONTRACTOR maintains such PHI.

32 3. The obligations of this Business Associate Contract shall survive the termination of the  
33 Contract.

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1 EXHIBIT E  
2 TO CONTRACT FOR PROVISION OF  
3 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 COLLEGE COMMUNITY SERVICES  
8 JULY 1, 2020 THROUGH JUNE 30, 2023  
9

10 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

11 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in  
12 effect or as amended.

13 A. DEFINITIONS

14 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall  
15 include a "PII loss" as that term is defined in the CMPPA.

16 2. "Breach of the security of the system" shall have the meaning given to such term under the  
17 CIPA, Civil Code § 1798.29(d).

18 3. "CMPPA Contract" means the CMPPA Contract between the SSA and CHHS.

19 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database  
20 maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or  
21 acquired or created by CONTRACTOR in connection with performing the functions, activities and  
22 services specified in the Contract on behalf of the COUNTY.

23 5. "IEA" shall mean the Information Exchange Contract currently in effect between the SSA  
24 and DHCS.

25 6. "Notice-triggering Personal Information" shall mean the personal information identified in  
26 California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements  
27 under California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be  
28 limited to, name, identifying number, symbol, or other identifying particular assigned to the individual,  
29 such as a finger or  
30 voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper  
31 or any other medium.

32 7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

33 8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).

34 9. "Required by law" means a mandate contained in law that compels an entity to make a use  
35 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court  
36 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental  
37 or tribal inspector general, or an administrative body authorized to require the production of

1 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of  
2 participation with respect to health care providers participating in the program, and statutes or  
3 regulations that require the production of information, including statutes or regulations that require such  
4 information if payment is sought under a government program providing public benefits.

5 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
6 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or  
7 interference with system operations in an information system that processes, maintains or stores PI.

8 B. TERMS OF CONTRACT

9 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
10 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
11 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Contract  
12 provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

15 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or  
16 required by this Personal Information Privacy and Security Contract or as required by applicable state  
17 and federal law.

18 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
19 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
20 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
21 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
22 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and  
23 security program that include administrative, technical and physical safeguards appropriate to the size  
24 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which  
25 incorporate the requirements of subparagraph (c), below. CONTRACTOR will provide COUNTY with  
26 its current policies upon request.

27 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data  
28 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing  
29 DHCS PI and PII. These steps shall include, at a minimum:

30 1) Complying with all of the data system security precautions listed in subparagraph E  
31 of the Business Associate Contract, Exhibit B to the Contract; and

32 2) Providing a level and scope of security that is at least comparable to the level and  
33 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,  
34 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
35 automated information systems in Federal agencies.

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1                   3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
3 CMPPA Contract between the SSA and the CHHS and in the Contract between the SSA and DHCS,  
4 known as the IEA. The specific sections of the IEA with substantive privacy and security requirements  
5 to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information  
6 Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies  
7 Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of  
8 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the  
9 same requirements for privacy and security safeguards for confidential data that apply to  
10 CONTRACTOR with respect to such information.

11                   d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
12 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
13 subcontractors in violation of this Personal Information Privacy and Security Contract.

14                   e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
15 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
16 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the  
17 disclosure of DHCS PI or PII to such subcontractors or other agents.

18                   f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
19 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
20 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives  
21 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
22 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
23 employees, contractors and agents of its subcontractors and agents.

24                   g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
25 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the  
26 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS  
27 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such  
28 Breach to the affected individual(s).

29                   h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR  
30 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII  
31 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI  
32 and PII or security incident in accordance with subparagraph F, of the Business Associate Contract,  
33 Exhibit B to the Contract.

34                   i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
35 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
36 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
37 communicating on security matters with the COUNTY.