

~~AGREEMENT~~CONTRACT FOR PROVISION OF
PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, ~~2017~~2020 THROUGH JUNE 30, ~~2020~~2023

THIS ~~AGREEMENT~~CONTRACT entered into this 1st day of July ~~2017 (effective date)~~2020, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE COMMUNITY SERVICES, a California nonprofit ~~mutual—benefit—~~corporation, (CONTRACTOR).- COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” -This ~~Agreement~~Contract shall be administered by the ~~County~~Director of ~~Orange~~the COUNTY’s Health Care Agency ~~(or an authorized designee (“ADMINISTRATOR”).)~~.

W I T N E S S E T H:

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

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

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

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REFERENCED CONTRACT PROVISIONS**Term:** July 1, ~~2017~~2020 through June 30, ~~2020~~2023Period One ~~means the period from:~~ July 1, ~~2017~~2020 through June 30, ~~2018~~2021Period Two ~~means the period from:~~ July 1, ~~2018~~2021 through June 30, ~~2019~~2022Period Three ~~means the period from:~~ July 1, ~~2019~~2022 through June 30, ~~2020~~2023**Maximum Obligation:** __________ Period One ~~Maximum Obligation:~~ _____ \$ Amount Not to Exceed: _____ \$~~2,551,903~~389,063_____ Period Two ~~Maximum Obligation:~~ _____ Amount Not to Exceed: _____ \$~~2,551,903~~189,063_____ Period Three ~~Maximum Obligation:~~ _____ Amount Not to Exceed: _____ \$~~2,551,903~~189,063_____ TOTAL AMOUNT NOT TO EXCEED: _____ \$6,767,189 ~~MAXIMUM~~~~OBLIGATION~~ ~~\$7,655,709~~**Basis for Reimbursement:** Actual Cost**Payment Method:** Monthly in Arrears~~Contractor~~ **CONTRACTOR DUNS Number:** - _____ ~~92-958-0897~~~~Contractor Tax~~ **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~~

_____ Gail.Laporte@pathways.com

I. ~~Acronyms~~ ACRONYMS

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

A.	AA	Alcoholics Anonymous	
B.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment	
B.	C.	ABC	Allied Behavioral Care
D.	ACH	Acute Care Hospital	
C.	ADAS	Alcohol and Drug Abuse Services	
E.	ADL	Activities of Daily Living	
F.	ADP	Alcohol and Drug Program	
G.	AES	Advanced Encryption Standard	
H.	AFLP	Adolescent Family Life Program	
I.	AIDS	Acquired Immune Deficiency Syndrome	
C.	J.	AIM	Access for Infants and Mothers
K.	AMHS	Adult Mental Health Services	
L.	ARRA	American Recovery and Reinvestment Act of 2009	
M.	D.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
N.	E.	ASI	Addiction Severity Index
F.	O.	ASIST	Applied Suicide Intervention Skills Training
P.	ASO	Administrative Services Organization	
Q.	ASRS	Alcohol and Drug Programs Reporting System	
G.	R.	BBS	Board of Behavioral Sciences
S.	BCP	Business Continuity Plan	
T.	BH	Base Hospital	
U.	BHS	Behavioral Health Services	
V.	H.	CalOMS	California Outcomes Measurement System
I.	W.	CalWORKs	California Work Opportunity and Responsibility for Kids
J.	X.	CAP	Corrective Action Plan
K.	Y.	CAT	Centralized Assessment Team
Z.	CCC	California Civil Code	
AA.	CCLD	(California) Community Care Licensing Division	
L.	AB.	CCR	California Code of Regulations
M.	AC.	CDCR	California Department of Corrections and Rehabilitation
AD.	CDSS	California Department of Social Services	
AE.	CERC	Children's Emergency Receiving Center	
AF.	CESI	Client Evaluation of Self at Intake	
N.	AG.	CEST	Client Evaluation of Self and Treatment

1	O. AH. CFDA	Catalog of Federal Domestic Assistance
2	P. AI. CFR	Code of Federal Regulations
3	Q. AJ. CHDP	Child Health and Disability Prevention
4	AK. CHHS	California Health and Human Services Agency
5	AL. CHPP	COUNTY HIPAA Policies and Procedures
6	R. AM. CHS	Correctional Health Services
7	S. AN. CIPA	California Information Practices Act
8	AO. CMPPA	Computer Matching and Privacy Protection Act
9	AP. COI	Certificate of Insurance
10	T. AQ. CPA	Certified Public Accountant
11	U. AR. CSI	Client and Services Information
12	AS. CSW	Clinical Social Worker
13	V. AT. CYBHS	Children and Youth Behavioral Health Services
14	AU. DATAR	Drug Abuse Treatment Access Report
15	AV. DCR	Data Collection and Reporting
16	AW. DD	Dually Diagnosed
17	AX. DEA	Drug Enforcement Agency
18	AY. DHCS	California Department of Health Care Services
19	W. AZ. D/MC	Drug/Medi-Cal
20	X. BA. DMV	California Department of Motor Vehicles
21	BB. DoD	US Department of Defense
22	BC. DPFS	Drug Program Fiscal Systems
23	Y. BD. DRC	Probation's Day Reporting Center
24	BE. DRP	Disaster Recovery Plan
25	BF. DRS	Designated Record Set
26	Z. BG. DSM	Diagnostic and Statistical Manual of Mental Disorders
27	BH. DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4th Edition
28	BI. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
29	BJ. EBP	Evidence-Based Practice
30	BK. EDN	Electronic Disease Notification System
31	BL. EEOC	Equal Employment Opportunity Commission
32	AA. BM. EHR	Electronic Health Records
33	AB. EOC	Equal Opportunity Clause
34	AC. BN. ePHI	Electronic Protected Health Information
35	BOAD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
36	AF. BP. ERC	Emergency Receiving Center
37	BQ. FFS	Fee For service Service

1	AG.	BR.	FIPS	Federal Information Processing Standards
2	BS.	FQHC	Federally Qualified Health Center	
3	BT.	FSP	Full Service Partnership	
4	AH.	BU.	FTE	Full Time Equivalent
5	AI.	BV.	GAAP	Generally Accepted Accounting Principles
6	AJ.	BW.	HAB	Federal HIV/AIDS Bureau
7	BX.	HCA	County of Orange Health Care Agency	
8	AK.	BY.	HHS	Federal Health and Human Services Agency
9	BZ	AL.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
10			Law 104-191	
11	CA.	AM.	HITECH Act	Health Information Technology for Economic and Clinical
12			Health Act, Public Law 111-005	
13	CB.	AN.	HIV	Human Immunodeficiency Virus
14	CC.	HRSA	Federal Health Resources and Services Administration	
15	CD.	AO.	HSC	California Health and Safety Code
16	CE.	IBNR	Incurred But Not Reported	
17	CF.	ID	Identification	
18	CG.	IEA	Information Exchange Agreement	
19	CH.	IMD	Institute for Mental Disease	
20	CI.	IOM	Institute of Medicine	
21	CJ	AP.	IRIS	Integrated Records and Information System
22	CK.	ISO	Insurance Services Office	
23	CL.	AQ.	ITC	Indigent Trauma Care
24	CM.	AR.	LCSW	Licensed Clinical Social Worker
25	CN.	LGBTQI	Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex	
26	CO.	LPS	Lanterman/Petris/Short (Act)	
27	CP.	LPT	Licensed Psychiatric Technician	
28	CQ.	AS.	MAT	Medication Assisted Treatment
29	CR.	MEDS	Medi-Cal Eligibility Determination System	
30	CS.	AT.	MFT	Marriage and Family Therapist
31	CT.	AU.	MH	Mental Health
32	CU.	MHIS	Mental Health Inpatient Services	
33	CV.	MIHS	Medical and Institutional Health Services	
34	CW.	AV.	MHP	Mental Health Plan
35	CX.	MHRC	Mental Health Rehabilitation Centers	
36	CY.	AW.	MHS	Mental Health Specialist
37	CZ.	AX.	MHSA	Mental Health Services Act

1	DA. MORS	Milestones of Recovery Scale
2	DB. MS	Mandatory Supervision
3	DC. <u>AZ.</u> MSN	Medical Safety Net
4	DD. MTP	Master Treatment Plan
5	DE. NA	Narcotics Anonymous
6	DF. NIATx	Network Improvement of Addiction Treatment
7	DG. <u>BA.</u> NIH	National Institutes of Health
8	DH. NIST	National Institute of Standards and Technology
9	DI. NOA	Notice of Action
10	DJ. NP	Nurse Practitioner
11	DK. NPDB	National Provider Data Bank
12	DL. <u>BB.</u> NPI	National Provider Identifier
13	<u>BC.</u> DM. NPP	Notice of Privacy Practices
14	DN. OCEMS	Orange County Emergency Medical Services
15	DO. OCJS	Orange County Jail <u>NPPES</u> <u>National Plan and Provider</u>
16	<u>Enumeration System</u>	
17	<u>BD.</u> DP. OC MEDS	Orange County Medical Emergency Data System
18	DQ. OCPD	Orange County Probation Department
19	DR. OCR	Federal Office for Civil Rights
20	DS. OCSD	Orange County Sheriff's Department
21	DT. <u>BE.</u> OIG	Federal Office of Inspector General
22	DU. <u>BF.</u> OMB	Federal Office of Management and Budget
23	DV. <u>BG.</u> OPM	Federal Office of Personnel Management
24	DW. ORR	Federal Office of Refugee Resettlement
25	DX. <u>BH.</u> P&P	Policy and Procedure
26	DY. <u>BI.</u> PA DSS	Payment Application Data Security Standard
27	DZ. PAF	Partnership Assessment Form
28	EA. PAR	Prior Authorization Request
29	EB. PBM	Pharmaceutical Benefits Management
30	EC. <u>BJ.</u> PATH	Projects for Assistance in Transition from Homelessness
31	<u>BK.</u> PC	California Penal Code
32	ED. <u>BL.</u> PCI DSS	Payment Card Industry Data Security <u>Standard</u> <u>Standards</u>
33	EE. PCP	Primary Care Provider
34	EF. <u>BM.</u> PCS	Post-Release Community Supervision
35	EG. <u>BN.</u> PHI	Protected Health Information
36	EH. PI	Personal Information
37	EI. <u>BO.</u> PII	Personally Identifiable Information

1	EJ. <u>BP.</u> PRA	California Public Records Act
2	EK. <u>PSAI/ACT</u>	Perinatal Substance Abuse Services Initiative/Assessment and
3		Coordination Team
4	EL. <u>BQ.</u> PSC	Professional Services Contract <u>System</u>
5	EM. <u>PTRC</u>	Paramedic Trauma Receiving Center
6	EN. <u>QI</u>	Quality Improvement
7	EO. <u>QIC</u>	Quality Improvement Committee
8	EP. <u>RHAP</u>	Refugee Health Assessment Program
9	EQ. <u>RHEIS</u>	Refugee Health Electronic Information System
10	ER. <u>RN</u>	Registered Nurse
11	ES. <u>RSA</u>	Remote Site Access
12	ET. <u>BR.</u> SAPTBG	Substance Abuse Prevention and Treatment Block Grant
13	EU. <u>SD/MC</u>	Short Doyle Medi-Cal
14	EV. <u>BS.</u> SIR	Self-Insured Retention
15	EW. <u>BT.</u> SMA	Statewide Maximum Allowable (rate)
16	EX. <u>SNF</u>	Skilled Nursing Facility
17	EY. <u>SR</u>	Supervised Release
18	EZ. <u>SRP</u>	Supervised Release Participant
19	FA. <u>SSA</u>	County of Orange Social Services Agency
20	FB. <u>SSI</u>	Supplemental Security Income
21	FC. <u>STP</u>	Special Treatment Program
22	FD. <u>BU.</u> SOW	Scope of Work
23	<u>BV.</u> SUD	Substance Use Disorder
24	FE. <u>TAR</u>	Treatment Authorization Request
25	FF. <u>TAY</u>	Transitional Age Youth
26	FG. <u>TB</u>	Tuberculosis
27	FH. <u>TBS</u>	Therapeutic Behavioral Services
28	FI. <u>TRC</u>	Therapeutic Residential Center
29	FJ. <u>TTY</u>	Teletypewriter
30	FK. <u>TUPP</u>	Tobacco Use Prevention Program
31	FL. <u>BW.</u> UMDAP	Uniform Method of Determining Ability to Pay
32	FM. <u>BX.</u> UOS	Units of Service
33	FN. <u>BY.</u> USC	United States Code
34	FO. <u>VOLAGs</u>	Volunteer Agencies
35	FP. <u>W&IC</u>	California Welfare and Institutions Code
36	FQ. <u>BZ.</u> WIC	Women, Infants and Children
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II. ALTERATION OF TERMS

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

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

III. ~~Assignment of Debts~~ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

- a. Designation of a Compliance Officer and/or compliance staff.
- b. Written standards, policies and/or procedures.
- c. Compliance related training and/or education program and proof of completion.
- d. Communication methods for reporting concerns to the Compliance Officer.

- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

identified by ~~the~~ ADMINISTRATOR.

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

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

business operations related to this ~~Agreement~~Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

E. MEDICAL 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. ConfidentialityCONFIDENTIALITY

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.

1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this ~~Agreement~~Contract are ~~clients~~Clients of the Orange County Mental Health services system, and therefore

it may be necessary for authorized staff of ADMINISTRATOR to audit ~~client~~Client files, or to exchange information regarding specific ~~clients~~Clients with COUNTY or other providers of related services contracting with COUNTY.

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

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

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

VI. ~~Cost Report~~CONFLICT OF INTEREST

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

VII. COST REPORT

A. CONTRACTOR shall submit ~~an individual and/or consolidated~~separate Cost ~~Report~~Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this ~~Agreement~~Contract. CONTRACTOR shall prepare the ~~individual and/or consolidated~~ Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this ~~Agreement~~Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation

maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event ~~CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.~~

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

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

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all ~~agreements~~ Contracts between COUNTY and CONTRACTOR until such time that the accurate and complete ~~an individual and/or consolidated~~ Cost Report is delivered to ADMINISTRATOR.

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

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

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

C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in the Referenced Contract Provisions of this ~~Agreement~~ Contract. CONTRACTOR shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY

laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar days of submission of the ~~individual and/or consolidated~~ Cost Report or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

D. If the ~~individual and/or consolidated~~ Cost Report indicates the actual and reimbursable costs of services provided pursuant to this ~~Agreement~~Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the ~~individual and/or consolidated~~ Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the ~~individual and/or consolidated~~ Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

E. If the ~~individual and/or consolidated~~ Cost Report indicates the actual and reimbursable costs of services provided pursuant to this ~~Agreement~~Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

//

//

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VIII. ~~DEBARMENT~~DELEGATION, ASSIGNMENT, AND SUSPENSION
CERTIFICATION~~SUBCONTRACTS~~

~~A. CONTRACTOR certifies that it and its principals:~~

~~1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;~~

~~2. Have not within a three year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~

~~3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above;~~

~~4. Have not within a three year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.~~

~~5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.~~

~~6. Shall include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with sub grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.~~

~~B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.~~

~~VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS~~

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

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

1 satisfaction of COUNTY. ~~B.~~ CONTRACTOR may not assign the rights hereunder, either in
2 whole or in 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%) of
5 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 this
19 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 ~~Agreement~~Contract may be carried
32 out by means of subcontracts, provided such ~~subcontracts~~subcontractors are approved in advance, ~~in~~
33 ~~writing~~ by ADMINISTRATOR, meet the requirements of this ~~Agreement~~Contract as they relate to the
34 service or activity under subcontract, ~~and~~ include any provisions that ADMINISTRATOR may require,
35 and are authorized in writing by ADMINISTRATOR prior to the beginning of service delivery.

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

CONTRACTOR if the ~~subcontract~~subcontractor subsequently fails to meet the requirements of this AgreementContract or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

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

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

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

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

IX. ~~Employee Eligibility Verification~~DISPUTE RESOLUTION

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

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

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

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

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

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

X. EMPLOYEE ELIGIBILITY VERIFICATION

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

XI. ~~Equipment~~EQUIPMENT

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

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

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

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

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

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

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

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

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

~~XII. Facilities, Payments and Services.~~ **FACILITIES, PAYMENTS AND SERVICES**

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

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

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

XIII. INDEMNIFICATION AND INSURANCE ~~Indemnification and Insurance~~

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

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

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

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

1. In addition to the duty to indemnify and hold the COUNTY harmless against any and all

liability, claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's performance of this ~~Agreement~~Contract, CONTRACTOR shall defend the COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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

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

E. If CONTRACTOR fails to maintain insurance ~~as required in this Paragraph XII (acceptable to the COUNTY INDEMNIFICATION AND INSURANCE)~~ for the full term of this ~~Agreement, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to~~ Contract, the COUNTY may terminate this ~~Agreement-Contract~~.

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers (4 passengers or less)	
<u>Workers' Compensation</u>	Statutory
Employers <u>Employers' Liability Insurance</u>	\$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,~~ ~~and agents~~ as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN ~~AGREEMENT~~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 ~~Certificate of Insurance~~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, _____J officers, agents and employees, or provide blanket coverage, which will state AS REQUIRED BY

1 WRITTEN CONTRACT.

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

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

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

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

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

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

24 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
25 of any of the above insurance types throughout the term of this ~~Agreement~~Contract. Any increase or
26 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately
27 protect COUNTY.

28 PQ. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
29 CONTRACTOR does not deposit copies of acceptable ~~COIs~~Certificate of Insurance and endorsements
30 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, ~~such~~
31 ~~failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of~~
32 ~~this Agreement by COUNTY.~~

33 ~~Q~~this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be
34 entitled to all legal remedies.

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

~~R~~ S. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
 - a. Prior to the start date of this ~~Agreement~~Contract.
 - b. No later than the expiration date for each policy.
 - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance ~~types~~requirements as set forth in the Coverage Subparagraph-G, above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this ~~Agreement~~Contract.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this ~~Agreement~~Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
 - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all ~~Agreements~~Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this ~~Agreement~~Contract are submitted to ADMINISTRATOR.
 - b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all ~~Agreements~~Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this ~~Agreement~~Contract are submitted to ADMINISTRATOR.
 - c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.
4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

~~XIV. Inspections and Audits~~ **INSPECTIONS AND AUDITS**

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

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

C. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one ~~party~~Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one ~~party~~Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

~~XV. Licenses and Laws~~**LICENSES AND LAWS**

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

~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~B. 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar~~

days of the award of this Agreement:

~~a. In the case of an individual contractor, his/her name, date of birth, social security number, and residence address;~~

~~b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, social security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity;~~

~~c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;~~

~~d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply;~~

~~2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement;~~

~~3. It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, or as permitted by federal and/or state statute.~~

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

1. ARRA of 2009.

~~2.~~ 2. Trafficking Victims Protection Act of 2000.

~~3.~~ 3. WIC, Division 5, Community Mental Health Services.

~~34.~~ 4. WIC, Division 6, Admissions and Judicial Commitments.

~~45.~~ 5. WIC, Division 7, Mental Institutions.

~~56.~~ 6. HSC, §§1250 et seq., Health Facilities.

~~67.~~ 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

~~78.~~ 8. CCR, Title 9, Rehabilitative and Developmental Services.

~~89.~~ 9. CCR, Title 17, Public Health.

~~9.~~ 10. CCR, Title 22, Social Security.

~~11.~~ 10. CFR, Title 42, Public Health.

~~112.~~ 11. CFR, Title 45, Public Welfare.

~~1213.~~ 12. USC Title 42. Public Health and Welfare.

~~1314.~~ 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

~~1415.~~ 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

~~15~~16. 42 USC §1857, et seq., Clean Air Act.

~~16~~17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

~~17~~18. 31 USC 7501.70, Federal Single Audit Act of 1984.

~~18. Policies and procedures set forth in Mental Health Services Act.~~

19. Policies and procedures set forth in Mental Health Services Act.

20. Policies and procedures set forth in DHCS Letters.

~~20~~21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

~~21~~22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards.

23. 42 CFR, Section 438, Managed Care Regulations

XVI. ~~Literature, Advertisements, and~~ LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

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XVII. ~~MAXIMUM OBLIGATION~~ MAXIMUM OBLIGATION

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

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

XVIII. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal or California Minimum Wage to all its ~~employees~~Covered Individuals (as defined within the "Compliance" paragraph of this Contract) that directly or indirectly provide services pursuant to this ~~Agreement~~Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all of its ~~contractors or other persons~~Covered Individuals providing services pursuant to this ~~Agreement on behalf of CONTRACTOR also pay their employees~~Contract be paid no less than the greater of the federal or California Minimum Wage.

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

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

XIX. ~~Nondiscrimination~~ NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

1. Denying a ~~client~~ Client or potential ~~client~~ Client any service, benefit, or accommodation.
2. Providing any service or benefit to a ~~client~~ Client which is different or is provided in a different manner or at a different time from that provided to other ~~clients~~ Clients.

3. Restricting a ~~client~~Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.

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

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

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all ~~clients~~Clients through a written statement that CONTRACTOR's and/or subcontractor's ~~clients~~Clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR ~~or COUNTY's Patient Rights Office~~.

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

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

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

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

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

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

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

or ~~county~~COUNTY funds.

XX. ~~Notices~~NOTICES

A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this ~~Agreement~~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 ~~Agreement~~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 ~~Agreement~~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 ~~Agreement~~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 ~~Agreement~~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 ~~Agreement; provided, however, weekends and holidays shall not be included for purposes of computing the time within which to give telephone notice and, notwithstanding the time limit herein specified,~~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 ~~Agreement~~Contract.

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

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

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

XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIII. ~~Records Management and Maintenance~~, RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

4. CONTRACTOR shall ensure the maintenance of medical records required by §70747

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

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

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

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

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

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

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

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

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

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

1. Have documents readily available within ~~forty-eight (48)~~ twenty-four (24) hour notice of a

1 scheduled audit or site visit.

2 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
3 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
4 requested.

5 ~~—H//~~

6 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
7 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~
8 ~~email or fax,~~ upon ~~the~~ discovery of a Breach of ~~unsecured PHI~~ privacy and/or ~~PHI~~.

9 ~~—I~~ security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by
10 law or regulation, and copy ADMINISTRATOR on such notifications.

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

14 ~~—J. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years~~
15 ~~following discharge of the client and/or patient, with the exception of non-emancipated minors for whom~~
16 ~~records must be kept for at least one (1) year after such minors have reached the age of eighteen (18)~~
17 ~~years, or for seven (7) years after the last date of service, whichever is longer.~~

19 **XXIV. RESEARCH AND PUBLICATION**

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

24 **XXV. ~~Severability~~ SEVERABILITY**

25 If a court of competent jurisdiction declares any provision of this ~~Agreement~~ Contract or application
26 thereof to any person or circumstances to be invalid or if any provision of this ~~Agreement~~ Contract
27 contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this
28 ~~Agreement~~ Contract or the application thereof shall remain valid, and the remaining provisions of this
29 ~~Agreement~~ Contract shall remain in full force and effect, and to that extent the provisions of this
30 ~~Agreement~~ Contract are severable.

32 **XXVI. ~~Special Provisions~~ SPECIAL PROVISIONS**

33 A. CONTRACTOR shall not use the funds provided by means of this ~~Agreement~~ Contract for the
34 following purposes:

35 1. Making cash payments to intended recipients of services through this ~~Agreement~~ Contract.
36 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
37 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use

of appropriated funds to influence certain federal contracting and financial transactions).

3. Fundraising.

4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, ~~or~~ interns, consultants, subcontractors, and members of the Board of Directors or governing body.

5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.

6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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

8. Severance pay for separating employees.

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

10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

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

XXVII. ~~STATUS OF CONTRACTOR~~ STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this ~~Agreement~~ Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

consultants employed by CONTRACTOR. This ~~Agreement~~Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXVIII. ~~Term~~TERM

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

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

XXIX. ~~TERMINATION~~TERMINATION

~~—A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice given the other party.~~

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

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.

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

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

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

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

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

~~D~~C. CONTINGENT FUNDING

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

- The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
- Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.

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

~~E~~D. In the event this ~~Agreement~~Contract is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this ~~Agreement~~Contract, ADMINISTRATOR may, at its sole discretion, reduce the ~~Maximum Obligation~~Not To Exceed Amount of this ~~Agreement in an amount~~Contract to be consistent with the reduced term of the ~~Agreement~~Contract.

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

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

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

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

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

5. Assist ADMINISTRATOR in effecting the transfer of ~~clients~~Clients in a manner consistent with ~~client's~~Client's best interests.

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

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

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

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

~~—G.—~~

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

~~XXX. THIRD PARTY BENEFICIARY~~

THIRD PARTY BENEFICIARY

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

~~XXXI. WAIVER OF DEFAULT OR BREACH~~

WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this ~~Agreement~~Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this ~~Agreement~~Contract.

//

#

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

3
4 COLLEGE COMMUNITY SERVICES

5
6
7 BY: _____ DATED: _____

8
9
10 TITLE: - _____

11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

26
27
28 BY: _____ DATED: - _____

29 DEPUTY

30
31
32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or
37 by-laws whereby the ~~Board~~board of ~~Directors~~directors has empowered said authorized individual to act on its behalf by his or
her signature alone is required by ADMINISTRATOR.

EXHIBIT A— TRACK I
 TO ~~AGREEMENT~~ CONTRACT FOR PROVISION OF
 PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS
 BETWEEN
 COUNTY OF ORANGE
 AND
 COLLEGE COMMUNITY SERVICES
 JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2023

I. ~~common term & definitions~~ COMMON TERMS & DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Client means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract.

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

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

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

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

~~5. Best Practices means a term that is often used interchangeably with "Evidence Based Practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to recovery consistent mental health practices where the Recovery process is supported with scientific~~

intervention that best meets the needs of the Client at this time.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16. Direct Service Hours (DSH) refers to a measure in minutes that a clinician spends providing Client services. DSH credit is obtained for providing mental health, case management, medication support

1 and a crisis intervention service to any Client open in IRIS which includes both billable and non-billable
2 services.

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

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

8 19. Full Service Partnership (FSP) and refers to a type of program described by the State in the
9 requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full
10 partner in the development and implementation of their treatment plan. A FSP is an evidence-based and
11 strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams
12 will be established including the Client, psychiatrist, and PSC. Whenever possible, these multidisciplinary
13 teams will include a mental health nurse, marriage and family therapist, ~~Clinical Social Worker~~ clinical
14 social worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of
15 fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services
16 will include, but not be limited to, the following: crisis management, housing services, twenty-four (24)-
17 hours per day, seven (7) days per week intensive case management, community-based wraparound
18 recovery services, vocational and educational services, job coaching/developing, Client employment,
19 money management/representative payee support, Flexible Fund account for immediate needs,
20 transportation, illness education and self-management, medication support, co-occurring services, linkage
21 to financial benefits/entitlements, family and peer support, and supportive socialization and meaningful
22 community roles.

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

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

36 20. Housing Specialist means a specialized position dedicated to developing the full array of
37 housing options for their program and monitoring their suitability for the population served in accordance

with the minimal housing standards policy set by the COUNTY for their program. This individual is also responsible for assisting Clients with applications to low income housing, housing subsidies, senior housing, etc.

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

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

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

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

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

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

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

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

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

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

b. Collateral means a significant support person in a beneficiary's life and is used to define

services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

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

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

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

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

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

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

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

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

32. MHS means Mental Health Specialist and refers to an individual who has a Bachelor's

1 Degree and four years of experience in a mental health setting and who performs individual and group
2 case management studies.

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

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

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

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

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

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

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

31 40. Personal Services Coordinator (PSC) means an individual who will be part of a multi-
32 disciplinary team that will provide community based Mental Health Services to adults that are struggling
33 with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles.
34 The PSC is responsible for clinical care and case management of assigned Client and families in a
35 community, home, or program setting. This includes assisting Clients with mental health, housing,
36 vocational and educational needs. The position is also responsible for administrative and clinical
37 documentation as well as participating in trainings and team meetings. The PSC shall be active in

supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

58. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland and refers

to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the ~~Agreement~~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	\$	\$	\$	\$
	158,356 133,	158,356 137,	158,356 137,	475,068 408,
	<u>500</u>	<u>621</u>	<u>622</u>	<u>743</u>
SUBTOTAL	\$	\$	\$ 158,356	\$
ADMINISTRATIVE COST	158,356 133,	158,356 137,		475,068 408,
	<u>500</u>	<u>621</u>		<u>743</u>
<u>PROGRAM COST</u>				
Salaries	\$	\$	\$	\$1,862,229
	620,743 616,	620,743 640,	620,743 647,	<u>04,757</u>
	<u>922</u>	<u>390</u>	<u>445</u>	
Benefits	148,978 141,	148,978 147,	148,978 142,	
	<u>892</u>	<u>290</u>	<u>438</u>	446,934 431,
				<u>620</u>
Services and Supplies		269,986 119,	269,986 117,	
	269,986 120,	<u>398</u>	<u>194</u>	809,958 357,
	<u>785</u>			<u>377</u>
Flexible Funds				
	16,000 10,40	16,000 10,40	16,000 10,40	48,000 31,20
	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
SUBTOTAL PROGRAM	\$1,055,707 8	\$1,055,707 9	\$1,055,707 9	\$3,167,121 2,
COST	<u>89,999</u>	<u>17,478</u>	<u>17,477</u>	<u>724,954</u>
TOTAL GROSS COST	\$1,214,063 0	\$1,214,063 0	\$1,214,063 0	\$3,642,189 1
	<u>23,499</u>	<u>55,099</u>	<u>55,099</u>	<u>33,697</u>

TOTAL MAXIMUM	\$1, 214,063 0	\$1, 214,063 0	\$1, 214,063 0	\$3, 642,189 1
OBLIGATION	<u>23,499</u>	<u>55,099</u>	<u>55,099</u>	<u>33,697</u>

~~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 Agreement~~

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 A to the ~~Agreement~~Contract

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the ~~provisional amount of \$101,171 per month~~ actual monthly cost of providing services per month. ADMINISTRATOR may authorize an increase/decrease in this payment amount to CONTRACTOR. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the ~~Agreement~~Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments ~~do~~does not exceed the Maximum Obligation for each Period as ~~specified~~stated in the Referenced Contract Provisions of the ~~Agreement~~Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, ~~state~~State, and ~~federal~~Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the ~~provisional~~actual amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

IV. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the ~~Agreement~~Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days. 2.

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

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

D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form

acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise specified. Programmatic reports will include, but not be limited to, the following:

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

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

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

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

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

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

#

V. SERVICES

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

~~501~~801 N. ~~Brookhurst St.~~, Suite

~~306~~Parkcenter Dr., Suite ~~235~~

~~Anaheim~~Santa Ana, CA ~~92801~~.

92705

1. The Adult and Older Adult Peer Mentoring services (Peer Mentoring) identified within this Exhibit A to the Agreement Contract are field-based and are not anticipated to be provided from CONTRACTOR's facility. The facility shall be a home base to staff providing services in the field and shall include space for administrative support of the services identified within the Agreement Contract, staff meetings, consultation and staff training, documentation preparation, and other administrative functions as applicable.

2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR, and remain open Monday through Friday: from ~~9:00~~8:30 a.m. to ~~6~~5:00 p.m. throughout the year; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and weekend hours as necessary in order for staff to meet Client needs.

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

B. INDIVIDUALS TO BE SERVED – TRACK ONE PROGRAM

1. The target groups for the ~~Adult and Older Adult Peer Mentoring (Peer Mentoring)~~ Track One program ~~consist of those~~ are Orange County adults ~~residing in COUNTY, eighteen to fifty nine (~~18 to ~~59)~~ years of age, and older adults ~~sixty (~~60) years of age and above, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder, and ~~who are in~~ are in need of assistance achieving short-term goals mutually established with their treatment providers as part of a larger overall treatment plan. ~~Additionally, the target groups shall also include those adults currently hospitalized or who have had a recent psychiatric hospitalization, and need assistance transitioning and integrating back into their homes or into the community. Older Adults who have had multiple Emergency Room visits are also eligible for this program.~~

~~1. Services provided to individuals identified in the target groups above will be referred to as Track One.~~

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

3. It is anticipated that the Peer Mentoring Track One program will serve a minimum of four hundred fifty (450) Clients annually, ~~with a goal to serve five hundred fifteen (515) Clients on an annual basis.~~

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

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

C. SERVICES TO BE PROVIDED – TRACK ONE

1. CONTRACTOR shall provide Peer Mentoring services that are culturally and linguistically appropriate while focusing on development of life management skills, independent living skills,

relationship building skills, ~~successful re-integration into the community,~~ and facilitate linkages to ~~behavioral health services and~~ necessary community resources. The ultimate goal of Track One Peer Mentoring services is to ~~reduce hospitalizations and successfully link Clients to an appropriate level of care within the mental health system, as well as to appropriate community resources, and that are geared to assist Clients in engaging in~~ the treatment team working on mutually established short-term goals with their ~~own recovery and successfully transitioning and integrating into the community~~ clients, and as part of a larger overall treatment plan.

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

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

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

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

involved in achieving their short-term goals and in their own recovery process.

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

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

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

c. Resource Assistance: Peer Mentors shall assist with meeting essential basic needs which support independent daily living skills. CONTRACTOR shall utilize a needs assessment tool and provide a variety of resources for a limited duration, including but not limited to, basic household items, food vouchers, clothing vouchers, and transportation. In addition, linkage to long-term community resources such as food banks, and discounted bus passes will be provided to promote independence.

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

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

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

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

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

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

~~5. CONTRACTOR shall track Client participation in aftercare, hospitalization status, self-reliance, network of support, and level of integration into the community using a self-sufficiency survey developed by CONTRACTOR and approved by COUNTY, and administer the survey at 1) intake; 2) discharge from the program; and 3) six (6) months post discharge.~~

~~6~~ 5. CONTRACTOR, in partnership with ADMINISTRATOR may develop additional ongoing performance objectives as the program moves beyond its implementation phase.

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

~~1. Reduce hospitalizations by eighty percent (80%) as determined through a series of pre and post Client and clinician surveys.~~

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

1 food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely manner,
 2 or are not appropriate for a Client's situation. Peer Mentors will assist individual Clients in exploring
 3 other available resources, whenever possible, prior to utilizing Flexible Funds;

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

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

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

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

18 ~~g. Emergency housing such as a motel shall be on a case-by-case basis, and only after~~
 19 ~~consultation with ADMINISTRATOR, and shall be time limited in nature and utilized while more~~
 20 ~~appropriate housing is being located. Flexible Funds shall not to be used for housing for Clients that have~~
 21 ~~not been enrolled in CONTRACTOR's program unless approved, in advance and in writing, by~~
 22 ~~ADMINISTRATOR.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Staff training for individuals conducted by ADMINISTRATOR; and

3. Other staff training as requested by ADMINISTRATOR.

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

Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the ~~Agreement~~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 ~~Agreement~~Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.

PROGRAM	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>
<u>Regional Director</u>	<u>0.20</u>	<u>0.20</u>	<u>0.20</u>
—Clinical Manager— <u>Program Director-</u>	<u>0.42</u> 1.00	<u>0.50</u>	<u>0.50</u>
Licensed			
—Data Analyst	<u>0.34</u>	0.50	<u>0.50</u>
—Lead Peer Mentor			3.00
—Office Assistant III	1.00	<u>1.00</u>	<u>1.00</u>
<u>Clinical Manager</u>	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
—Lead Peer Mentor	<u>63.00</u>	<u>3.00</u>	<u>3.00</u>
—Peer Mentor —Licensed I/III	<u>38.00</u>	<u>8.00</u>	<u>8.00</u>
—Program Director —Licensed			0.05
—Regional Director			<u>0.20</u>
SUBTOTAL PROGRAM FTEs			14.75
TOTAL FTEs	13.96	14.75	14.20

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 ~~Agreement~~Contract. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and place it in their personnel files.

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

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

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

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

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

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

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

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

COUNTY.

2. Training shall include, but may not be limited to, the following:
 - a. Policies, procedures and/or guidelines outlining the roles, expectations, and responsibilities for the Peer Mentor Staff;
 - b. Referral guidelines for Peer Mentor services provided by COUNTY;
 - c. Orientation to Recovery Principles;
 - d. COUNTY and COUNTY-contracted mental health programs, and 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~~ Behavioral Health Training Services 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 Track One 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 may also supervise the Lead Peer Mentors, if required, 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 A to the ~~Agreement~~ 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 Peer 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 measurable ~~goals~~ objectives) and as an outcome (long-term goal);
5. Submittal of monthly and quarterly performance outcome 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; and

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

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

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

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of monthly expenditures;

4. Maintain appropriate staffing levels;

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

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

7. Track and report expenditures electronically;

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

9. Act quickly to identify and resolve problems.

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

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EXHIBIT B— TRACK II
 TO ~~AGREEMENT~~ CONTRACT FOR PROVISION OF
 PEER MENTORING ~~TRIAGE~~ SERVICES FOR ADULTS AND OLDER ADULTS
 BETWEEN
 COUNTY OF ORANGE
 AND
 COLLEGE COMMUNITY SERVICES
 JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2023

I. COMMON TERMS & DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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~~19. Full Service Partnership (FSP) refers to a type of program described by the State in the~~

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

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

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

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

21. Individual Services and Support Funds Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. ~~Flexible Funds are generally categorized as~~

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~~housing, Client transportation, food, clothing, medical and miscellaneous expenditures that are~~

~~individualized and appropriate to support Client's mental health treatment activities.~~

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

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

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

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

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

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

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

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

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

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

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~~b. Collateral means a significant support person in a beneficiary's life and is used to define~~

services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~40. Peer Navigators (PN) will be the liaison between CSU/hospital staff and the Track Two program, and shall be the first contact for clients referred to the programs in those settings.~~

~~41. Peer Recovery Specialist/Counselor means an individual who has been through the same or similar Recovery process as those he/she is now assisting to attain their Recovery goals while getting paid for this function by the program. A Peer Recovery Specialist practice is informed by his/her own experience.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~57. Token means the security device which allows an individual user to access the COUNTY's computer based IRIS.~~

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

~~59. Vocational/Educational Specialist means a person who provides services that range from pre-vocational groups, trainings and supports to obtain employment out in the community based on the Clients' level of need and desired support. The Vocational/Educational Specialist will provide "one on~~

~~one” vocational counseling and support to Clients to ensure that their needs and goals are being met. The overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.~~

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

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

~~II. BUDGET~~

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

<u>ADMINISTRATIVE COST</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Two</u>	<u>TOTAL</u>
— Indirect Costs	\$122,327	\$122,327	\$122,327	\$ 366,981
SUBTOTAL ADMINISTRATIVE COST	\$122,327	\$122,327	\$122,327	\$ 366,981
<u>PROGRAM COST</u>				
— Salaries	\$658,449	\$658,449	\$658,449	\$1,975,347
— Benefits	—157,064	—157,064	—157,064	
				471,192
SUBTOTAL PROGRAM COST	\$815,513	\$815,513	\$815,513	\$2,446,539
TOTAL GROSS COST	\$937,840	\$937,840	\$937,840	\$2,813,520
TOTAL MAXIMUM OBLIGATION	\$937,840	\$937,840	\$937,840	\$2,813,520

~~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 Agreement, 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 B to the Agreement.~~

~~III. PAYMENTS~~

~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$78,153 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments do not exceed the Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

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

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

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

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

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

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

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

~~F. CONTRACTOR and ADMINISRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit B to the Agreement.~~

~~IV. REPORTS~~

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

~~B. FISCAL~~

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

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

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

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

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

~~1. Training provided to staff; and~~

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

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

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

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

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

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

~~V. SERVICES~~

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

501 N. Brookhurst St., Suite 306
Anaheim, CA 92801

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

~~2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR, and remain open Monday through Friday: from 9:00 a.m. to 6:00 p.m. throughout the year; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and weekend hours as necessary in order for staff to meet member needs.~~

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

~~B. INDIVIDUALS TO BE SERVED The target groups for the Adult and Older Adult Peer Mentoring (Triage) Track Two program consist of those adults residing in COUNTY, eighteen to fifty-nine (18 to 59) years of age, and older adults sixty (60) years of age and above, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder, and who are pending discharge from an Emergency Room, COUNTY's Crisis Stabilization Unit (CSU), or have had a recent psychiatric hospitalization.~~

~~1. Services provided to individuals identified in the target groups above will be referred to as Track Two.~~

~~2. CONTRACTOR shall provide Track Two Peer Mentoring services to adults and older adults as described above, who are referred from Triage Staff in designated hospital Emergency Rooms within Orange County in collaboration with the Hospital Association of Southern California (HASC). Additionally, CONTRACTOR shall receive referrals from COUNTY's CSU to assist Clients being discharged with linkage to appropriate services.~~

~~3. It is anticipated that the Peer Mentoring Track Two program will serve a minimum of three hundred (300) Clients annually, with a goal to serve four hundred fifteen (415) Clients on an annual basis.~~

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

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

~~C. SERVICES TO BE PROVIDED TRACK TWO~~

~~1. CONTRACTOR shall provide identified Track Two services in support of the COUNTY implementation of its Agreement with the State Mental Health Services Oversight & Accountability~~

~~Commission (MHSOAC) in compliance with Senate Bill 82—The Investment in Mental Health Wellness Act of 2013 hereinafter referenced as the Triage Grant. The goal of the Triage Grant is to expand access to early intervention and treatment services, to improve the Client experience, achieve recovery and wellness and reduce costs.~~

~~2. CONTRACTOR shall provide Peer Mentoring services that are culturally and linguistically appropriate while focusing on development of life management skills, independent living skills, relationship building skills, successful re integration into the community, and facilitate linkages to behavioral health services and necessary community resources. The ultimate goal of Track Two Peer Mentoring services is to link Clients to an appropriate level of care within the behavioral health system, as well as to appropriate community resources.~~

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

~~4. Services shall support a culture that supports the utilization of Peer Mentors in providing supportive assistance in the Client's recovery, self sufficiency and linkage to COUNTY services post discharge, including telephone support and assistance that will be available for up to thirty (30) calendar days' post discharge.~~

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

~~6. CONTRACTOR shall provide peer mentoring services using a team approach that consists of the Clinical Manager, Lead Peer Mentor, and Peer Mentor. CONTRACTOR shall provide peer mentoring services which are intended to assist licensed staff at the COUNTY CSU as well as licensed Triage Staff in designated hospital Emergency Rooms within Orange County in linking Clients to appropriate behavioral health services. Triage staff may consist of Nurse Practitioners, Licensed Clinical Social Workers, and Behavioral Health Registered Nurses. Additionally, COUNTY psychiatrists will also provide assessment and crisis intervention services and terminate unnecessary involuntary holds in participating Emergency Rooms and the focus will be on providing timely stabilization and diverting from inpatient whenever possible and appropriate.~~

~~7. CONTRACTOR shall provide short term, field based services, including telephonic and in person follow up contacts lasting up to thirty (30) days to determine whether the Client was successful in accessing COUNTY and community resources. Services may include, but not be limited to:~~

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

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

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

~~D. PEER NAVIGATORS~~

~~1. Peer Navigators (PN) shall be co-located at the CSU and identified hospitals, currently St. Joseph's Hospital Orange and UC Irvine Medical Center, and will perform as the liaison for the Track Two program at those locations. The PN will be available for immediate access by CSU staff, and Licensed Triage Staff (LTS) at the hospitals, and have the ability to accept a warm handoff for Clients referred to the Peer Mentoring program and begin engaging those Clients while Peer Mentors are en route to assume responsibility for those Clients and begin the linkage process.~~

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

~~3. Peer Navigators are anticipated to ultimately make rounds with LTS and CSU staff, and to engage potential Clients that may ultimately be referred to the Track Two program.~~

~~4. A Lead Peer Mentor will assist the Clinical Manager in supervising these staff at each location, and will provide support, guidance, and strategies to strengthen their engagement efforts with Clients. The Lead Peer Mentor will not carry a caseload.~~

~~5. Peer Navigators will not carry a caseload, but will be responsible to engage with all Clients in the CSU and hospitals that may be potentially referred to the Peer Mentoring program.~~

~~6. Additional duties may be developed as the PNs become integrated at each location.~~

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

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

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

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

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

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

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

~~6. CONTRACTOR shall track Client increase in Self-Sufficiency. This will be assessed on three measures during follow up interviews with Peer Mentors. First, management of mental treatment by a reduction of (re)hospitalization will be measured by collecting self-report data during follow up interviews regarding whether Client was seen in an emergency room, inpatient unit or jail thirty (30) days post first contact. Second, this survey process will identify the establishment of a well-defined support network as defined by accessing community resources and services. Third, this survey will also include questions regarding engagement in productive and meaningful roles as defined by increasing ability to integrate into the community.~~

~~7. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing performance objectives as the program moves beyond its implementation phase.~~

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

~~1. Achieve seventy percent (70%) or higher successful Client linkages to community services.~~

~~2. Achieve eighty percent (80%) or higher retention rate for homeless Clients enrolled in the program.~~

~~3. Achieve an eighty percent (80%) or higher Client satisfaction rating based on satisfaction surveys administered to Clients.~~

~~4. Achieve a fifty percent (50%) increase in Client self sufficiency based on self sufficiency surveys administered thirty (30) days post discharge.~~

~~G. INDEPENDENT EVALUATOR~~

~~1. An independent evaluator will review all data and performance outcomes to determine effectiveness of the program. CONTRACTOR shall cooperate fully with evaluator, providing reports and/or data as may be requested. Following the evaluation, COUNTY may recommend to CONTRACTOR to modify the Performance Outcome Objectives.~~

~~2. Independent evaluator shall provide technical assistance to CONTRACTOR in meeting the data and performance outcomes of the program. This includes, but may not be limited to, evaluation planning work sessions, tool development for the qualitative data requests, data collection system development, semi-annual data collection and analysis, and ongoing training and technical assistance as requested by CONTRACTOR.~~

~~H. DATA CERTIFICATION~~

~~1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and complete Crisis Encounter database for all Clients served under this Agreement. The Crisis Encounter database shall be certified upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) calendar day of every month. If CONTRACTOR's current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. If CONTRACTOR's system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring, reporting, and allowing accessibility to view, run, print, and export Client records/reports.~~

~~2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database errors.~~

~~I. 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 (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.~~

~~g. Emergency housing such as a motel shall be on a case-by-case basis, and only after consultation with ADMINISTRATOR, and shall be time limited in nature, and utilized while more appropriate housing is being located. Flexible Funds shall not to be used for housing for Clients that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR.~~

~~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;~~

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

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

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

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

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

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

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

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

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

~~M. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to, serious physical harm to self or others, serious destruction of property, and developments, which may raise liability issues with COUNTY, and shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the~~

~~//~~

~~quality or accessibility of Client related services provided under the Agreement, as set forth in the Notices Paragraph of the Agreement.~~

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

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

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

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

~~1. Monthly management meetings with ADMINISTRATOR to discuss contract performance~~

issues including, but not limited to, whether the program is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory 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 Agreement.

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 Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

PROGRAM

—Clinical Manager—Licensed	1.00
—Data Analyst	0.50
—Lead Peer Mentor	3.00
—Office Assistant	0.50
—Peer Mentor	3.00
—Peer Navigator	3.00
—Peer Mentor—Bilingual	3.00
—Program Director—Licensed	<u>-0.90</u>
SUBTOTAL PROGRAM FTEs	14.90

TOTAL FTEs 14.90

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 Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and

1 place it in their personnel files.

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

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

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 Agreement.~~

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 Agreement 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 Agreement. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to,~~

the following:

- ~~1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;~~
 - ~~2. Maximize the use of the allocated funds;~~
 - ~~3. Ensure timely and accurate reporting of monthly expenditures;~~
 - ~~4. Maintain appropriate staffing levels;~~
 - ~~5. Request budget and/or staffing modifications to the Agreement;~~
 - ~~6. Effectively communicate and monitor the program for its success;~~
 - ~~7. Track and report expenditures electronically;~~
 - ~~8. Maintain electronic and telephone communication between key staff and the ADMINISTRATOR; and~~
 - ~~9. Act quickly to identify and resolve problems.~~
- ~~N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit B to the Agreement.~~

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~~EXHIBIT C — TRACK III~~
~~TO AGREEMENT FOR PROVISION OF~~
~~PEER MENTORING TRIAGE SERVICES FOR ADULTS AND OLDER ADULTS~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~COLLEGE COMMUNITY SERVICES~~
~~JULY 1, 2017 THROUGH JUNE 30, 2020~~

~~I. COMMON TERMS & DEFINITIONS~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

42. Personal Services Coordinator (PSC) means an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in

supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

60. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland and refers

to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

II. BUDGET

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

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)

1 may result in disallowance of those costs.

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

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

12 III. PAYMENTS

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

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

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

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

35 C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
 36 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
 37

1 canceled checks, receipts, receiving records, and records of services provided.

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

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

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

10 IV. REPORTS

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

13 B. FISCAL

14 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
 15 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
 16 and will report actual costs and revenues for CONTRACTOR's program described in the Services
 17 Paragraph of this Exhibit B to the Contract. Such reports will also include actual productivity as defined
 18 by ADMINISTRATOR. The reports shall be submitted to ADMINISTRATOR no later than the twentieth
 19 (20th) day following the end of the month being reported. CONTRACTOR must request in writing any
 20 extensions to the due date of the monthly required reports. If an extension is approved by
 21 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

35 D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to
 36 ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form
 37 acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no

later than twenty (20) calendar days following the end of the month being reported, unless otherwise specified. Programmatic reports will include, but not be limited to, the following:

1. Training provided to staff; and

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

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

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

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

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

V. SERVICES

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

//

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

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

1 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 member 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 TWO PROGRAM

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

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

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

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

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

24 C. SERVICES TO BE PROVIDED – TRACK TWO PROGRAM

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

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

1 maximizing access to services. ADMINISTRATOR may provide training for all staff on cultural and
 2 linguistic competencies.

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

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

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

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

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

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

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

29 D. PEER NAVIGATORS

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

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

integrated into the CSU and RTRC environments.

3. A Lead Peer Mentor will assist the Clinical Manager in supervising these staff at each location, and will provide support, guidance, and strategies to strengthen their engagement efforts with Clients. 4. Peer Navigators will not carry a caseload, but will be responsible for, and expected to engage with all Clients in the CSU and RTRC that may be potentially referred to the Peer Mentoring program.

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

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

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

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

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

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

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

5. CONTRACTOR shall track Client satisfaction with peer mentors during their enrollment. Peer Mentors will assist in this evaluation by collecting Client satisfaction data through a brief survey administered during follow-up contacts. Clients and family will be asked to rate the degree to which peer mentors assisted with goal setting, linking with resources, and language and cultural accommodation.

Satisfaction will be compared by Client demographic and encounter characteristics. It is expected that Clients and, where appropriate, family members will report a high level of satisfaction with the services received.

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

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

1. Achieve seventy percent (70%) or higher successful Client linkages to community services.

2. Achieve fifty percent (50%) or higher retention rate for homeless Clients enrolled in the program.

3. Achieve an eighty percent (80%) or higher Client satisfaction rating based on satisfaction surveys administered to Clients.

H. DATA CERTIFICATION

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

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

I. 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 (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

1 (\$25) each, unless otherwise approved in advance and in writing, by ADMINISTRATOR.
 2 CONTRACTOR shall provide a monthly inventory report that includes an accurate accounting of all
 3 vouchers and gift cards on hand in CONTRACTOR's program.

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

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

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

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

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

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

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

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

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

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

6 L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
 7 research activity on COUNTY Clients without obtaining prior written authorization from
 8 ADMINISTRATOR.

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

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

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

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

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

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

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

26 3. Other staff training as requested by ADMINISTRATOR.

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

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

32 VI. STAFFING

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

37 //

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

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.

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

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

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

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

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

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

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

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

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

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

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

23 c. Orientation to Recovery Principles;

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

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

26 f. Data collection requirements; and

27 g. Performance outcome measures.

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

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

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

35 K. The Peer Mentoring Program Director shall be responsible for effectively managing services and
 36 staff, and shall seek input from Clients, mentors and service providers for ongoing program development.
 37 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 capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to, the following:

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

2. Maximize the use of the allocated funds;

3. Ensure timely and accurate reporting of monthly expenditures;

4. Maintain appropriate staffing levels;

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

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

7. Track and report expenditures electronically;

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

9. Act quickly to identify and resolve problems.

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

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EXHIBIT C- TRACK III
TO CONTRACT FOR PROVISION OF
PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, 2020 THROUGH JUNE 30, 2023

I. COMMON TERMS & DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

e. Medication Support Services means those services provided by a licensed physician, 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 to
 4 medication, as well as obtaining informed consent, providing medication education and plan development
 5 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 medical,
 11 educational, social, prevocational, vocational, rehabilitative, or other community services. The service
 12 activities may include, but are not limited to, communication, coordination and referral; monitoring
 13 service delivery to ensure Client access to service and the service delivery system; monitoring of the
 14 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; and
 21 has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social
 22 work, or has two years of experience providing Client related services to Clients experiencing mental
 23 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,
 24 counseling, or social work may be substituted for up to one year of the experience requirement.

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

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

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

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

1 of programs and services offered by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

59. Whole Person Care Pilot Program or WPC Pilot or WPC Program means the specific program proposed by COUNTY and the WPC Collaborative in response to a Request for Applications released by DHCS to address the specific requirements in the STCs commencing with STC 110, which allows for financial support to integrate care for a particularly vulnerable group of Beneficiaries who have been identified as high users of multiple systems and continue to have poor health outcomes.

60. WPC Agreement means the agreement between COUNTY and DHCS for participation in the WPC Pilot Program effective for services provided November 29, 2016 through December 31, 2020, as

it exists now or may hereafter be amended, describing how the WPC Pilot Program will be implemented in Orange County.

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

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

63. WPC Participating Entity means an organization, entity, or public agency or department that has agreed to have an active role in the WPC Pilot through agreements or memoranda of understanding with COUNTY acting as the Lead Agency for the WPC Pilot. In accordance with the STCs, WPC Participating Entities must include, at a minimum:

- a. COUNTY's Health Care Agency acting as the Lead Entity for the WPC Agreement.
- b. COUNTY's Behavioral Health Services Program.
- c. COUNTY's Housing Authority or Housing Program.
- d. At least two (2) community organizations with experience and knowledge in providing services to the proposed population that will be considered WPC Beneficiaries.

64. WPC Steering Committee means an advisory committee established in accordance with a directive from COUNTY's Board of Supervisors to provide high level support, advocacy, and enablement for the WPC Pilot Project.

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

II. BUDGET

~~ALLOWS FOR FINANCIAL SUPPORT TO INTEGRATE CARE FOR A PARTICULARLY VULNERABLE GROUP OF BENEFICIARIES WHO HAVE BEEN IDENTIFIED AS HIGH USERS OF MULTIPLE SYSTEMS AND CONTINUE TO HAVE POOR HEALTH OUTCOMES.~~

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

~~II. BUDGET~~

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this EXHIBIT C to the ~~Agreement~~ 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>Indirect Costs</u>	<u>\$ 46,220</u>
<u>SUBTOTAL</u>	<u>\$ 46,220</u>
<u>ADMINISTRATIVE COST</u>	
<u>PROGRAM COST</u>	
<u>Salaries</u>	<u>\$219,557</u>
<u>Benefits</u>	<u>50,498</u>
<u>Services and Supplies</u>	<u>16,681</u>
<u>Flexible Funds</u>	<u>21,400</u>
<u>SUBTOTAL PROGRAM</u>	<u>\$308,136</u>
<u>COST</u>	
<u>TOTAL GROSS COST</u>	<u>\$354,356</u>
<u>TOTAL MAXIMUM</u>	<u>\$354,356</u>
<u>OBLIGATION</u>	

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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

<u>ADMINISTRATIVE COST</u>	<u>Period One</u>	<u>Period Two</u>	<u>Period Three</u>	<u>TOTAL</u>
— Indirect Costs	\$ 52,173	\$ 52,173	\$ 52,173	\$ 156,519
SUBTOTAL	\$ 52,173	\$ 52,173	\$ 52,173	\$ 156,519
ADMINISTRATIVE COST				
<u>PROGRAM COST</u>				
— Salaries	\$ 224,423	\$ 224,423	\$ 224,423	\$ 673,269
— Benefits	51,483	51,483	51,483	154,449
— Services and Supplies	37,521	37,521	37,521	112,563
— Flexible Funds	34,400	34,400	34,400	103,200
SUBTOTAL PROGRAM COST	\$ 347,827	\$ 347,827	\$ 347,827	\$1,043,481
TOTAL GROSS COST	\$ 400,000	\$ 400,000	\$ 400,000	\$1,200,000
TOTAL MAXIMUM OBLIGATION	\$ 400,000	\$ 400,000	\$ 400,000	\$1,200,000

~~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 AgreementContract, 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 AgreementContract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the

~~III. PAYMENTS~~

~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional actual monthly cost of providing services per month. ADMINISTRATOR may authorize an increase/decrease in this payment amount of \$33,333 per month, to CONTRACTOR.~~ All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the AgreementContract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments ~~dedoes~~ not exceed the Maximum Obligation for each Period as ~~specified~~ stated in the Referenced Contract Provisions of the AgreementContract and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, ~~state~~State, and ~~federal~~Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the ~~provisional~~actual amount specified above has not been fully paid.

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

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

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

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

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers_;, journals_;, time sheets_;, invoices_;, bank statements_;, canceled checks_;, receipts_;, receiving records_;, and records of services provided.

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

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

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

IV. ~~REPORTS~~ REPORTS

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

B. FISCAL

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

the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

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

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

1. Training provided to staff; and

2. A description of CONTRACTOR's progress in implementing the provisions of the #

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

~~1. Training provided to staff; and~~

~~2. A description of CONTRACTOR's progress in implementing the provisions of the~~

~~Agreement~~Contract, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of the ~~Agreement~~Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Contract ~~3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with~~

~~ADMINISTRATOR and shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement~~, and if not, shall specify what steps will be taken to achieve satisfactory progress.

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

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

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

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

V. ~~SERVICES~~SERVICES

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

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

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

~~501 N. Brookhurst St., Suite 306~~
~~Anaheim, CA 92801~~

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

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

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

~~2. The facility shall maintain regularly scheduled hours, as approved by ADMINISTRATOR, and remain open Monday through Friday: from 9:00 a.m. to 6:00 p.m. throughout the year; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening and weekend hours as necessary in order for staff to meet member needs.~~

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

B. INDIVIDUALS TO BE SERVED – TRACK THREE PROGRAM

1. The target population for the ~~Adult and Older Adult Peer Mentoring~~ Track Three program consists of ~~homeless~~ Orange County adults, ~~or those at risk of homelessness, residing in COUNTY,~~ ~~eighteen to fifty nine~~ (18 to 59) years of age, and older adults ~~sixty~~ (60) years of age and above, who are ~~homeless or at risk of homelessness, Medi-Cal beneficiaries, and have been diagnosed with a serious mental illness (SMI) and who may also have a co-occurring disorder, and are pending discharge from an emergency department from specific hospitals located in Orange County, as identified by COUNTY. Clients must be Medi-Cal beneficiaries, have a permanent,~~ Individuals served shall already have secured housing ~~plan upon discharge, and be linked to a treatment provider.~~

~~1. Services provided to individuals identified in the target groups above will be referred to as Track Three under this Agreement. Track Three shall be dedicated exclusively to this component of the Whole Person Care pilot project implemented in Orange County, as approved by the Department of Health Care Services, wherein CONTRACTOR shall include staff and services specifically geared to assist SMI homeless Medi-Cal beneficiaries transition to, adjust to, and sustain their permanent housing placement. The Whole Person Care (WPC) Pilot projects are the coordination of health, behavioral health, and social services, as applicable, in a patient centered manner with the goals of improved beneficiary health and wellbeing through more efficient and effective use of resources, and to reduce inappropriate emergency department and inpatient utilization.~~

~~2~~placements through HCA's Housing Navigation program, operated by Collette's Children's Home, or HCA's Behavioral Health Services Outreach and Engagement (BHS O&E) team.

2. It is anticipated that the Peer Mentoring Track Three program will serve a minimum of 140 Clients annually.

3. Caseloads for Peer Mentors shall be maintained at or near ~~ten~~ (10) ~~five~~ (5) Clients per one (1.0) FTE Peer Mentor for Track Three.

~~3. The Track Three program shall serve a minimum of eighty (80) Clients annually, with an~~

~~ongoing and active caseload of thirty-five (35) Clients at any given time. CONTRACTOR understands and agrees that this is a minimum goal, and that every effort will be made to exceed this goal.~~

4. Caseloads for Lead Peer Mentors shall be maintained at or near three (3) Clients per one (1.0) FTE Lead Peer Mentor for Track Three.

C. SERVICES TO BE PROVIDED – TRACK THREE

1. CONTRACTOR shall provide Track Three ~~Peer Mentoring services in support of the COUNTY implementation of its Whole Person Care pilot project. Track Three shall~~ that specifically focus on assisting homeless SMI clients, or those at risk of homelessness, who are also Medi-Cal beneficiaries, to sustain their housing placements for greater than six (6) months.

2. Track Three peer mentors will accept referrals from Collette's Children's Home (Collette's) and HCA's ~~Behavioral Health Services Outreach and Engagement (BHS O&E)~~ team, who have been working with clients eligible for housing placements through Orange County's Coordinated Entry system. Clients to be served in Track Three may or may not already be linked with HCA behavioral health services when they are referred for peer mentoring services. For those clients that are not already linked with behavioral health services, Peer Mentors shall make every effort to link those clients to those services during their enrollment with the Track Three program. The Clinical Manager will assist Peer Mentors working with clients who have not yet been linked with behavioral health services, in addressing client issues in the absence of an ongoing treatment provider. The Clinical Manager will also assist Peer Mentors in strategies to work with Clients with challenging behavioral health issues, whether they are linked with services or not, as well as to assist Peer mentors with their own issues or triggers that may arise when working with Clients.

2. Once a housing option has been identified and secured for an eligible Client, Collette's and/or the BHS O&E team will refer the Client to the Track Three program for ongoing services.

2. Peer mentors shall provide individual housing and tenancy sustaining type of services, which support the individual to become a successful tenant in his/her housing placement. These services may include, but not limited to, assisting Clients with landlord negotiations; housekeeping; food shopping and preparation; financial management; medication management; transportation; medical care; arranging utilities; phone, and insurance; and accessing natural supports and community services.

3. CONTRACTOR shall research and adopt Evidence Based Practices such as Permanent Supportive Housing to assist Clients to sustain ~~appropriate, safe, and affordable community~~ their housing placements for greater than six (6) months. Permanent Supportive Housing (PSH) places emphasis on helping Clients to sustain their housing by providing them with the rights of tenancy under state and local landlord tenant laws and linking them to voluntary and flexible supportive services designed to meet Client needs and preferences. PSH provides wraparound support that involves and includes, but is not limited to: assisting clients with landlord negotiations; housekeeping; food shopping and preparation; financial management; medication management; accessing natural supports; transportation; medical care; arranging utilities; phone; and insurance.

4. CONTRACTOR shall develop strategies for engaging the target population, who have been historically difficult to engage due to their unstable living environment, unmanaged behavioral health symptoms, and overall lack of trust. Emphasis should be placed on building trust, developing a sense of community, while demonstrating and promoting dignity, respect, and honesty. CONTRACTOR understands that it may take multiple attempts at engagement to build relationships and trust, and that consistent presence as well as follow-up and follow through will play an important role. Peer mentors shall look for opportunities to share their lived experience in their efforts to develop rapport and trust. Other strategies shall be employed, and continuously re-evaluated to determine effectiveness, or the need for a different approach to engagement.

5. Peer Mentoring services shall be culturally and linguistically appropriate while focusing on development of life management skills, independent living skills, relationship building skills, and successful re-integration into the community.

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

7. Services shall embrace a culture that supports the utilization of Peer Mentors in providing supportive assistance in the Client's recovery, self-sufficiency and linkage to COUNTY services post-discharge. CONTRACTOR shall provide field-based services, including telephonic and in-person contacts, lasting for at least six months post-discharge, designed to assist the Client in maintaining their housing, and in accessing COUNTY and community resources. Supportive services may include, but not be limited to:

a. Education/Advocacy: The peer mentor program shall provide individual education regarding coping strategies, resources, wellness strategies, and self-advocacy. Peer Mentors shall model advocacy skills that may be used by Clients in family and/or support person interactions, medical and/or treatment appointments, and accessing and utilizing community resources as applicable with a goal of enhancing individual's motivation and ability to participate in their own treatment self-sufficiency.

b. Direct Service Supports: The Peer Mentors shall provide field-based direct service supports to address individual Client issues which lead to re-hospitalization, isolation, and lack of connection to the community. Individual supportive peer counseling shall be offered to promote Client participation in aftercare, increase motivation, and successfully re-integrate into the community. Peer Mentors will provide bridging services such as making initial follow up medical or psychiatry

1 appointments, arranging transportation, accompanying individuals to appointments, and developing
2 emergency support plans.

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

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

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

- 13 a. Date of Service
- 14 b. Client name or Client identifier
- 15 c. Age/Date of birth
- 16 d. Race
- 17 e. Ethnicity
- 18 f. Gender
- 19 g. Lesbian/Gay/Bisexual/Transgender/Questioning
- 20 h. Language spoken
- 21 i. Military status
- 22 j. Referring agency or individual and recommended services
- 23 k. Client enrollment status in BHS services at onset of Peer Mentoring services
- 24 l. Client enrollment status in BHS services at conclusion of Peer Mentoring services
- 25 m. Number of days Client has been homeless
- 26 n. Number of days Client has maintained their independent living or permanent supportive
27 housing status

28 o. Additional community services offered to Clients

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

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

33 4. CONTRACTOR shall track Client satisfaction with peer mentors during follow-up contacts.
34 Peer Mentors will assist in this evaluation by collecting Client satisfaction data through a brief survey
35 administered during follow-up contacts. Clients and family or support persons will be asked to rate the
36 degree to which peer mentors assisted with goal setting, linking with resources, and language and cultural
37 accommodation. Satisfaction will be compared by Client demographic and encounter characteristics. It

is expected that Clients and, where appropriate, family members or support persons will report a high level of satisfaction with the services received.

5. CONTRACTOR shall track Client increase in Self-Sufficiency. This will be assessed on three measures during follow-up interviews with Peer Mentors. First, management of mental treatment by a reduction of (re)hospitalization will be measured by collecting self-report data during follow-up interviews regarding whether Client was seen in an emergency room, inpatient unit or jail six months post first contact. Second, this survey process will identify the establishment of a well-defined support network as defined by accessing community resources and services. Third, this survey will also include questions regarding engagement in productive and meaningful roles as defined by increasing ability to integrate into the community.

~~76.~~ CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing performance objectives as the program moves beyond its implementation phase.

E. PERFORMANCE OUTCOMES TRACK THREE – CONTRACTOR shall be required to meet and comply with the following Performance Outcomes on an annual basis:

1. Achieve eighty percent (80%) or higher rating for Clients sustaining housing for six (6) months or longer.

2. Serve a minimum of ~~eighty (80)~~140 clients experiencing homelessness annually.

3. Achieve eighty percent (80%) or higher rating on the Satisfaction and Self-Sufficiency Surveys. Frequency of survey implementation shall be mutually agreed upon between CONTRACTOR and COUNTY, ~~and established once the program becomes operational.~~

G. 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 (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.

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;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Monthly management meetings with ADMINISTRATOR to discuss contract performance issues including, but not limited to, whether the program is or is not progressing satisfactorily in achieving all the terms of the ~~H. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in Subparagraph C. of the Compliance Paragraph of the Agreement.~~

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

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

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

~~L. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.~~

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

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

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

~~1. Monthly management meetings with ADMINISTRATOR to discuss contract performance issues including, but not limited to, whether the program is or is not progressing satisfactorily in achieving all the terms of the Agreement Contract, and if not, what steps will be taken to achieve satisfactory 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.~~

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

~~Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit C 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~~ ~~2. Staff training for individuals conducted by ADMINISTRATOR; and~~

~~3. Other staff training as requested by ADMINISTRATOR.~~

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

~~Q. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit C to the Agreement.~~

~~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 Agreement Contract. One (1) FTE will be equal to an average of forty (40) hours work per week.~~

<u>PROGRAM</u>	<u>PERIOD</u>
	<u>ONE</u>
<u>Program Director- Licensed</u>	<u>0.26</u>
<u>Data Analyst</u>	<u>0.33</u>
<u>Office Assistant III</u>	<u>0.50</u>
<u>Clinical Manager</u>	<u>1.00</u>
<u>Lead Peer Mentor</u>	<u>2.00</u>
<u>Peer Mentor III</u>	<u>1.00</u>
<u>Peer Mentor III - Bilingual</u>	<u>1.00</u>
<u>Peer Mentor II - Bilingual</u>	<u>1.00</u>
<u>Peer Mentor II</u>	<u>4.00</u>
<u>TOTAL FTE</u>	<u>10.09</u>

B. CONTRACTOR shall recruit, hire, train

Clinical Manager	1.00
Data Analyst	0.50
Office Assistant	0.50
Peer Mentor	2.00
Peer Mentor Bilingual	1.00
Program Director Licensed	0.05
SUBTOTAL PROGRAM FTEs	5.05
TOTAL FTEs	5.05

~~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~~

1 ~~issues. These individuals shall not be currently receiving services directly from CONTRACTOR.~~
 2 Documentation may include, but not be limited to, the following: Records attesting to efforts made in
 3 recruitment and hiring practices and identification of measures taken to enhance accessibility for potential
 4 staff in these categories.

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

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

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

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

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

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

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

35 ~~D. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold~~
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 37 ~~retained. Any vacancies occurring at a time when bilingual and bicultural composition of the clinical~~

~~staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR. E.~~

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

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

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

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

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

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

1. CONTRACTOR shall develop a training curriculum and procedures for new Peer Mentors. The curriculum shall include ongoing plans for supervision and support for Peer Mentors, and CONTRACTOR shall conduct or facilitate required trainings for the Peer Mentor Staff and shall develop and provide training manuals and/or informational materials and updates as requested by COUNTY.

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

- a. Policies, procedures and/or guidelines outlining the roles, expectations, and responsibilities for the Peer Mentor Staff;
- b. Referral guidelines for Peer Mentor services provided by COUNTY;
- 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 Track One, Track Two, and Track Three 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 Managers, and may also supervise the Lead Peer Mentors, if required, and be responsible for ensuring services are in collaboration with the Client's primary treatment provider, as applicable.

L. In addition to responsibility for ensuring all services identified in this Exhibit C to the ~~Agreement~~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 monthly 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 ~~Agreement~~Contract. If administrative responsibilities are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but are not limited to, the following:

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

N. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit C to the ~~Agreement~~Contract.

[illegible]

EXHIBIT D
TO ~~AGREEMENT~~ CONTRACT FOR PROVISION OF
PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2023

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A, B, and C to the ~~Agreement~~ Contract or in subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the ~~Agreement~~ Contract that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the ~~Agreement~~ Contract, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the ~~Agreement~~ Contract.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the ~~Agreement~~ Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the 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
2 ~~Agreement~~ Contract.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
5 manage the selection, development, implementation, and maintenance of security measures to protect
6 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of
7 that information.

8 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
9 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

10 a. Breach excludes:

11 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
12 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
13 was made in good faith and within the scope of authority and does not result in further use or disclosure
14 in a manner not permitted under the Privacy Rule.

15 2) Any inadvertent disclosure by a person who is authorized to access PHI at
16 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
17 care arrangement in which COUNTY participates, and the information received as a result of such
18 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

19 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that
20 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain
21 such information.

22 b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or
23 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach
24 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised
25 based on a risk assessment of at least the following factors:

26 1) The nature and extent of the PHI involved, including the types of identifiers and the
27 likelihood of re-identification;

28 2) The unauthorized person who used the PHI or to whom the disclosure was made;

29 3) Whether the PHI was actually acquired or viewed; and

30 4) The extent to which the risk to the PHI has been mitigated.

31 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
32 Rule in 45 CFR § 164.501.

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
34 45 CFR § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
36 45 CFR § 160.103.

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 45
3 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with
4 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 and
7 environmental hazards, and unauthorized intrusion.

8 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable
9 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
11 45 CFR § 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 his
15 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 methodology
29 specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

30 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
31 45 CFR § 160.103.

32 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

33 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
34 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
35 by law.

36 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
37 Associate Contract and the ~~Agreement~~ Contract, to prevent use or disclosure of PHI COUNTY discloses

1 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 other than as provided for by this Business Associate Contract.

3 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
4 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or
5 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

6 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
7 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
8 requirements of this Business Associate Contract.

9 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
10 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
11 CONTRACTOR must report Breaches of Unsecured PHI in accordance with subparagraph E below and
12 as required by 45 CFR § 164.410.

13 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
14 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through
15 this Business Associate Contract to CONTRACTOR with respect to such information.

16 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
17 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an Individual
18 in order to meet the requirements under 45 CFR_§ 164.524. If CONTRACTOR maintains an EHR with
19 PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall
20 provide such information in an electronic format.

21 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs
22 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30)
23 calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in
24 writing no later than ten (10) calendar days after said amendment is completed.

25 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,
26 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on
27 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by
28 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's
29 compliance with the HIPAA Privacy Rule.

30 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
32 and to make information related to such Disclosures available as would be required for COUNTY to
33 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
34 45 CFR_§ 164.528.

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
36 a time and manner to be determined by COUNTY, that information collected in accordance with the
37 ~~Agreement~~Contract, in order to permit COUNTY to respond to a request by an Individual for an

1 accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

2 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's obligation
3 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45
4 CFR Part 164 that apply to COUNTY in the performance of such obligation.

5 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
6 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
7 employees, subcontractors, and agents who have access to the Social Security data, including employees,
8 agents, subcontractors, and agents of its subcontractors.

9 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
10 criminal proceeding for a violation of HIPAA. COUNTY may terminate the AgreementContract, if
11 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
12 terminate the AgreementContract, if a finding or stipulation that CONTRACTOR has violated any
13 standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws
14 are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
15 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to terminate
16 the AgreementContract.

17 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
18 CONTRACTOR in the performance of its obligations under the AgreementContract, available to
19 COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or
20 administrative proceedings being commenced against COUNTY, its directors, officers or employees
21 based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and
22 privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its
23 subcontractor, employee, or agent is a named adverse party.

24 16. The Parties acknowledge that federal and state laws relating to electronic data security and
25 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
26 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
27 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
28 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
29 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
30 concerning an amendment to this Business Associate Contract embodying written assurances consistent
31 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
32 applicable laws. COUNTY may terminate the AgreementContract upon thirty (30) days written notice in
33 the event:

34 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
35 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

36 b. CONTRACTOR does not enter into an amendment providing assurances regarding the
37 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of

HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

a. Complying with all of the data system security precautions listed under subparagraphs E, below;

b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;

c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this subparagraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with subparagraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security

1 matters with COUNTY.

2 E. DATA SECURITY REQUIREMENTS

3 1. Personal Controls

4 a. Employee Training. All workforce members who assist in the performance of functions
5 or activities on behalf of COUNTY in connection with ~~Agreement~~Contract, or access or disclose PHI
6 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
7 behalf of COUNTY, must complete information privacy and security training, at least annually, at
8 CONTRACTOR's expense. Each workforce member who receives information privacy and security
9 training must sign a certification, indicating the member's name and the date on which the training was
10 completed. These certifications must be retained for a period of six (6) years following the termination
11 of ~~Agreement~~Contract.

12 b. Employee Discipline. Appropriate sanctions must be applied against workforce
13 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including
14 termination of employment where appropriate.

15 c. Confidentiality Statement. All persons that will be working with PHI COUNTY
16 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
17 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
18 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
19 workforce member prior to access to such PHI. The statement must be renewed annually. The
20 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for
21 a period of six (6) years following the termination of the ~~Agreement~~Contract.

22 d. Background Check. Before a member of the workforce may access PHI COUNTY
23 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
24 COUNTY, a background screening of that worker must be conducted. The screening should be
25 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
26 screening being done for those employees who are authorized to bypass significant technical and
27 operational security controls. The CONTRACTOR shall retain each workforce member's background
28 check documentation for a period of three (3) years.

29 2. Technical Security Controls

30 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
31 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
32 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
33 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
34 COUNTY.

35 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
37 must have sufficient administrative, physical, and technical controls in place to protect that data, based

1 upon a risk assessment/system security review.

2 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses
3 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
4 required to perform necessary business functions may be copied, downloaded, or exported.

5 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
6 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
7 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
8 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm
9 which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"
10 if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's
11 locations.

12 e. Antivirus software. All workstations, laptops and other systems that process and/or store
13 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
14 on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution
15 with automatic updates scheduled at least daily.

16 f. Patch Management. All workstations, laptops and other systems that process and/or store
17 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
18 on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There
19 must be a documented patch management process which determines installation timeframe based on risk
20 assessment and vendor recommendations. At a maximum, all applicable patches must be installed within
21 thirty (30) calendar or business days of vendor release. Applications and systems that cannot be patched
22 due to operational reasons must have compensatory controls implemented to minimize risk, where
23 possible.

24 g. User IDs and Password Controls. All users must be issued a unique user name for
25 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
26 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
27 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
28 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters
29 and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.
30 Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be
31 changed if revealed or compromised. Passwords must be composed of characters from at least three (3)
32 of the following four (4) groups from the standard keyboard:

- 33 1) Upper case letters (A-Z)
- 34 2) Lower case letters (a-z)
- 35 3) Arabic numerals (0-9)
- 36 4) Non-alphanumeric characters (punctuation symbols)

37 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to

CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this ~~Agreement~~Contract for more than 24 hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR

creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CONTRACTOR's notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2) A description of the types of Unsecured PHI that were involved in the Breach (such

as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this subparagraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for

the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

1) The Disclosure is required by law; or

2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR's Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR's Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may

1 affect CONTRACTOR's Use or Disclosure of PHI.

2 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would
3 not be permissible under the HIPAA Privacy Rule if done by COUNTY.

4 J. BUSINESS ASSOCIATE TERMINATION

5 1. Upon COUNTY's knowledge of a material Breach or violation by CONTRACTOR of the
6 requirements of this Business Associate Contract, COUNTY shall:

7 a. Provide an opportunity for CONTRACTOR to cure the material Breach or end the
8 violation within thirty (30) business days; or

9 b. Immediately terminate the ~~Agreement~~Contract, if CONTRACTOR is unwilling or
10 unable to cure the material Breach or end the violation within (30) days, provided termination of the
11 ~~Agreement~~Contract is feasible.

12 2. Upon termination of the ~~Agreement~~Contract, CONTRACTOR shall either destroy or return
13 to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained,
14 or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

15 a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents
16 of CONTRACTOR.

17 b. CONTRACTOR shall retain no copies of the PHI.

18 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not
19 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or
20 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,
21 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit
22 further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible,
23 for as long as CONTRACTOR maintains such PHI.

24 3. The obligations of this Business Associate Contract shall survive the termination of the
25 ~~Agreement~~Contract.

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EXHIBIT E
TO ~~AGREEMENT~~ CONTRACT FOR PROVISION OF
PEER MENTORING SERVICES FOR ADULTS AND OLDER ADULTS
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES
JULY 1, ~~2017~~ 2020 THROUGH JUNE 30, ~~2020~~ 2023

**I. ~~PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT~~ PERSONAL
INFORMATION PRIVACY AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. ~~"Breach"~~ shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. ~~"Breach of the security of the system"~~ shall have the meaning given to such term under the CIPA, Civil Code § 1798.29(d).

3. ~~"CMPPA Agreement"~~ Contract means the CMPPA ~~Agreement~~ Contract between the SSA and CHHS.

4. ~~"DHCS PI"~~ shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the ~~Agreement~~ Contract on behalf of the COUNTY.

5. ~~"IEA"~~ shall mean the Information Exchange ~~Agreement~~ Contract currently in effect between the SSA and DHCS.

6. ~~"Notice-triggering Personal Information"~~ shall mean the personal information identified in California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under California Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. ~~"PII"~~ shall have the meaning given to such term in the IEA and CMPPA.

8. ~~"PI"~~ shall have the meaning given to such term in California Civil Code § 1798.3(a).

9. ~~"Required by law"~~ means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court

orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this AgreementContract; or interference with system operations in an information system that processes, maintains or stores PI.

B. TERMS OF AGREEMENTCONTRACT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the AgreementContract provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

2. Responsibilities of CONTRACTOR
CONTRACTOR agrees:

a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b. Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of subparagraph (c), below. -CONTRACTOR will provide COUNTY with its current policies upon request.

c. Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

1) Complying with all of the data system security precautions listed in subparagraph E of the Business Associate Contract, Exhibit B to the AgreementContract; and

2) Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for

1 automated information systems in Federal agencies.

2 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
3 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA
4 ~~Agreement~~Contract between the SSA and the CHHS and in the ~~Agreement~~Contract between the SSA and
5 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
6 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
7 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
8 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
9 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
10 to the same requirements for privacy and security safeguards for confidential data that apply to
11 CONTRACTOR with respect to such information.

12 d. Mitigation of Harmful Effects. -To mitigate, to the extent practicable, any harmful effect
13 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its
14 subcontractors in violation of this Personal Information Privacy and Security Contract.

15 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
16 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
17 agents with whom CONTRACTOR subcontracts any activities under the ~~Agreement~~Contract that involve
18 the disclosure of DHCS PI or PII to such subcontractors or other agents.

19 f. Availability of Information. -To make DHCS PI and PII available to the DHCS and/or
20 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
21 injunctions, judgments, and orders for production of DHCS PI and PII. -If CONTRACTOR receives
22 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
23 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
24 employees, contractors and agents of its subcontractors and agents.

25 g. Cooperation with COUNTY. -With respect to DHCS PI, to cooperate with and assist the
26 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA
27 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
28 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to
29 the affected individual(s).

30 h. Breaches and Security Incidents. -During the term of the ~~Agreement~~Contract,
31 CONTRACTOR agrees to implement reasonable systems for the discovery of any Breach of unsecured
32 DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any ~~breach~~breach of
33 unsecured DHCS PI and PII or security incident in accordance with subparagraph F, of the Business
34 Associate Contract, Exhibit B to the ~~Agreement~~Contract.

35 i. Designation of Individual Responsible for Security. - CONTRACTOR shall designate an
36 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
37 carrying out the requirements of this Personal Information Privacy and Security Contract and for

1 communicating on security matters with the COUNTY.
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