

FIRST AMENDMENT
TO AGREEMENT FOR PROVISION OF
 MULTI-SERVICE CENTER SERVICES FOR HOMELESS MENTALLY ILL ADULTS
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH
 ASSOCIATION OF ORANGE COUNTY
 JULY 1, 2015 THROUGH JUNE 30, 2018

THIS FIRST AMENDMENT TO AGREEMENT entered into this ~~1st~~^{25th} day of ~~July 2015~~^{October}
 2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF
 ORANGE (COUNTY) and ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA
 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY, a California nonprofit corporation
 (CONTRACTOR). This Amendment and original Agreement shall be administered by the County of
 Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, ~~COUNTY wishes to contract~~ on May 19, 2015, the COUNTY authorized the Agreement
 for the provision of Multi-Service Center Services for Homeless Mentally Ill Adults for the period of July
 1, 2015 through June 30, 2018; and

WHEREAS, COUNTY desires to amend the terms of the Agreement with CONTRACTOR for the
 provision of Multi-Service Center Services for Homeless Mentally Ill Adults ~~described herein to the~~
~~residents of Orange County~~ with additional funding of \$620,621 for the period of July 1, 2016 through
 June 30, 2017 and \$620,621 for the period of July 1, 2017 through June 30, 2018 for a total of \$1,241,242
 in additional funding, to expand services and staffing, revising the total maximum obligation from
 \$3,615,729 to \$4,856,971; and authorize the Health Care Agency Director, or designee, to exercise a
 contingency contract cost increase in an amount not to exceed 10% of Period One funding for the
 Agreement, for the entire term and within the scope of work set forth in the Agreement, pursuant to
 Contract Policy Manual Section 3.3-113; and

WHEREAS, CONTRACTOR ~~is agreeable~~ desires to amend the ~~rendering of such services~~
~~on~~ Agreement and accept the additional funding and agrees to provide Multi-Service Center Services for
 Homeless Mentally Ill Adults pursuant to the terms and conditions ~~hereinafter set forth~~ of the original
 Agreement and this First Amendment;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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“REFERENCED CONTRACT PROVISIONS

Term: July 1, 2015 through June 30, 2018

Period One means the period from July 1, 2015 through June 30, 2016

Period Two means the period from July 1, 2016 through June 30, 2017

Period Three means the period from July 1, 2017 through June 30, 2018

Aggregate Maximum Obligation:—

Period One Maximum Obligation: \$— \$1,205,243

Period Two Maximum Obligation:— 1,205,243 825,864

Period Three Maximum Obligation:— 1,205,243 825,864

TOTAL MAXIMUM OBLIGATION: \$3,615,729 \$4,856,971”

Basis for Reimbursement:—Actual Cost

Payment Method:—Monthly in Arrears

Contractor DUNS Number:—80-608-5077

Contractor Tax ID Number:—95-2036972

Notices to COUNTY Paragraph XII., Indemnification and **CONTRACTOR:**

COUNTY:—County of Orange

—Health Care Agency

—Contract Services

—405 West 5th Street, Suite 600

—Santa Ana, CA 92701-4637

CONTRACTOR:—Orange County Association for Mental Health

—dba Mental Health Association of Orange County

—822 Town and Country Road

—Orange, CA 92868

—Jeffrey A. Thrash, MFT, Chief Executive Officer

—thrash@mhaoe.org

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I. ACRONYMS

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

~~A. ARRA American Recovery and Reinvestment Act~~

~~B. CCC California Civil Code~~

~~C. CCR California Code of Regulations~~

~~D. CEO County Executive Office~~

~~E. CFDA Catalog of Federal Domestic Assistance~~

~~F. CFR Code of Federal Regulations~~

~~G. CHPP COUNTY HIPAA Policies and Procedures~~

~~H. COI Certificate of Insurance~~

~~I. CSW Clinical Social Worker~~

~~J. DHCS Department of Health Care Services~~

~~K. DRS Designated Record Set~~

~~L. DSM Diagnostic and Statistical Manual~~

~~M. FTE Full Time Equivalent~~

~~N. GAAP Generally Accepted Accounting Principles~~

~~O. HCA Health Care Agency~~

~~P. HHS Health and Human Services~~

~~Q. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104 191~~

~~R. HSC California Health and Safety Code~~

~~S. IHF Independent Housing Fund~~

~~T. IRIS Integrated Records Information System~~

~~U. ISO Insurance Services Office~~

~~V. LCSW Licensed Clinical Social Worker~~

~~W. MFT Marriage and Family Therapist~~

~~X. MHP Mental Health Plan~~

~~Y. MHS Mental Health Specialist~~

~~Z. MHSA Mental Health Services Act~~

~~AA. OCR Office for Civil Rights~~

~~AB. OMB Office of Management and Budget~~

~~AC. OPM Federal Office of Personnel Management~~

~~AD. P&P Policies and Procedures~~

~~AE. PATH Projects for Assistance in Transition from Homelessness~~

~~AF. PC State of California Penal Code~~

~~AG. PHI Protected Health Information~~

~~AH. PI Personally Identifiable Information~~

AI.	PRA	Public Record Act
AJ.	PSC	Personal Services Coordinator
AK.	RN	Registered Nurse
AL.	SAMHSA	Substance Abuse & Mental Health Services Administration
AM.	SSI	Supplemental Security Income
AN.	SIR	Self-Insured Retention
AO.	USC	United States Code
AP.	VA	Veteran's Administration
AQ.	WIC	State of California Welfare and Institutions Code

~~II. ALTERATION OF TERMS, of~~

~~A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.~~

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

~~III. ASSIGNMENT OF DEBTS~~

~~Unless this Agreement is followed without interruption by another Agreement between the parties hereto for the same services and substantially the same scope, at the termination of this Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, 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. 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 relevant HCA policies and procedures relating to HCA's Compliance Program, HCA's Code of Conduct and General Compliance Trainings.~~

~~2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as~~

described in subparagraphs below.

~~3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance Program and Code of Conduct.~~

~~4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.~~

~~5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.~~

~~6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of this Agreement as to the non-complying party.~~

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

~~1. Covered Individuals includes all 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 are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures.~~

~~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.~~

~~_____ 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually 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 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.~~

~~_____ 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. 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 the ADMINISTRATOR.~~

~~_____ C. COMPLIANCE TRAINING — ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.~~

~~#~~

~~_____ 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated~~

representative to complete all Compliance Trainings 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. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.~~

V. CONFIDENTIALITY

2. ~~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.~~ to read as follows:

“XII. ~~1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement are clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific 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. 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 between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborative agency, for clients receiving services through the collaborative agreement.~~

~~B. Prior to providing any services pursuant to this Agreement, 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 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

~~A. CONTRACTOR shall submit separate Cost 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. 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. 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 a 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 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 dollars (\$500) for each business day after the above specified due date that the accurate and complete 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 between COUNTY and CONTRACTOR until such time that the accurate and complete 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 the individual and/or consolidated 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 individual and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the Agreement 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 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~~

1 applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
 2 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
 3 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
 4 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
 5 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
 6 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
 7 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
 8 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

21 — F. All Cost Reports shall contain the following attestation, which may be typed directly on or
 22 attached to the Individual and/or consolidated Cost Report:

23
 24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 25 supporting documentation prepared by _____ for the cost report period
 26 beginning _____ and ending _____ and that, to the best of my knowledge
 27 and belief, costs reimbursed through this Agreement are reasonable and allowable and
 28 directly or indirectly related to the services provided and that this Cost Report is a true,
 29 correct, and complete statement from the books and records of (provider name) in
 30 accordance with applicable instructions, except as noted. I also hereby certify that I
 31 have the authority to execute the accompanying Cost Report.

32
 33 _____ Signed _____
 34 _____ Name _____
 35 _____ Title _____
 36 _____ Date _____"

~~VII. DEPARTMENT AND SUSPENSION CERTIFICATION~~

~~— 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 may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~

~~1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an~~

~~assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.~~

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

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

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

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

~~C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require.~~

~~1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.~~

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

~~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 agreements usually and customarily entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services provided by consultants.~~

~~IX. EMPLOYEE ELIGIBILITY VERIFICATION~~

~~— CONTRACTOR warrants 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 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.~~

~~X. 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. “Relatively Permanent” is defined as having a useful life of one 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 shall be depreciated according to GAAP.~~

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

1 any.

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

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

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

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

15 ~~**XI. FACILITIES, PAYMENTS AND SERVICES**~~

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

21 ~~— B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies~~
 22 ~~as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum Obligation for~~
 23 ~~the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum~~
 24 ~~Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount~~
 25 ~~proportionate to the number of days in which CONTRACTOR was determined to be unable to provide~~
 26 ~~services, staffing, facilities or supplies.~~

27 ~~**XII. INDEMNIFICATION AND INSURANCE**~~

28
 29 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
 30 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
 31 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
 32 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
 33 including but not limited to personal injury or property damage, arising from or related to the services,
 34 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
 35 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 36 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 37

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, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 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. 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 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 \$25,000 (\$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.

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

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~~Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the ~~Best's~~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~~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:

Coverage

Minimum Limits

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' <u>Workers'</u> Compensation	Statutory
Employers' <u>Employers'</u> Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS—

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

1 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

2 b. A primary 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.

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

a. An Additional Insured endorsement naming the County of Orange, its elected and

1 appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

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

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

8
 9 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
 10 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
 11 elected and appointed officials, officers, agents and employees.

12 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
 13 cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice
 14 to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the
 15 Agreement, upon which the COUNTY may suspend or terminate this Agreement.

16 M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
 17 shall agree to maintain Professional Liability coverage for two (2) years following completion of
 18 Agreement.

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

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

25 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 26 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
 27 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may
 28 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
 29 remedies.

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

34 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 36 a. Prior to the start date of this Agreement.
- 37 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 as set forth in Subparagraph G. of this Agreement.

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

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement 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 between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement 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 between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement 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.”

PARA XIII. 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 have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly pertinent to this Agreement, 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. Such persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, 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, and shall provide the above mentioned persons adequate office space to conduct such evaluation or monitoring.~~

~~—C. AUDIT RESPONSE~~

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

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

13 ~~D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual~~
 14 ~~Single Audit as required by 31 USC 7501—7507, as well as its implementing regulations under 2 CFR~~
 15 ~~Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal~~
 16 ~~Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)~~
 17 ~~calendar days of receipt.~~

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

22 ~~XIV. LICENSES AND LAWS~~

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

32 ~~#~~

33 ~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

34 ~~1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of~~
 35 ~~the award of this Agreement:~~

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

3. Paragraph XVI., Maximum Obligation, of the Agreement is amended to read as follows:

“XVI. MAXIMUM OBLIGATION

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

~~3. WIC, Division 6, Admissions and Judicial Commitments.~~

~~4. WIC, Division 7, Mental Institutions.~~

~~5. HSC, §§1250 et seq., Health Facilities.~~

~~6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~

~~7. CCR, Title 9, Rehabilitative and Developmental Services.~~

~~8. CCR, Title 17, Public Health.~~

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

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

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

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

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

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

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

- ~~16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- ~~17. 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 DHCS Letters.~~
- ~~20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
- ~~21. 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.~~

~~**XV. 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 must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, 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 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, 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. 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. 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.~~

~~**XVI. MAXIMUM OBLIGATION**~~

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

~~**B. XVII. NONDISCRIMINATION**~~

~~**A. EMPLOYMENT**~~

~~1. During the term of this Agreement, CONTRACTOR and its Covered Individuals 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, 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.~~

~~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 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; 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 includes, but is not limited to the following based on one or more of the factors identified above:~~

~~1. Denying a client or potential client any service, benefit, or accommodation.~~

~~2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.~~

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

~~4. Treating a 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 or benefit.~~

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

~~C. COMPLAINT PROCESS—CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR's and/or subcontractor's 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 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 rights shall be maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the 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.~~

~~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 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 funds.~~

~~XVIII. NOTICES~~

~~A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements authorized or required by this Agreement 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 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 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, any notice to be provided by COUNTY may be given by ADMINISTRATOR.~~

~~XIX. NOTIFICATION OF DEATH~~

~~A. Upon becoming aware of the death of any person served pursuant to this Agreement, 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, 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.~~

~~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.~~

~~c. If there are any questions regarding the cause of death of any person served pursuant to this Agreement 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.~~

~~XX. 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 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.~~

~~XXI. RECORDS MANAGEMENT AND MAINTENANCE~~

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

~~B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.~~

~~C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.~~

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

~~—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.~~

~~—F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.~~

~~—G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.~~

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

~~**XXII. RESEARCH AND PUBLICATION**~~

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

~~**XXIII. 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 that directly or indirectly provide services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.~~

~~—B. CONTRACTOR shall comply and verify that its contractors 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.~~

~~—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.~~

~~**XXIV. SEVERABILITY**~~

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

XXV. SPECIAL PROVISIONS

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

~~1. Making cash payments to intended recipients of services through this Agreement.~~

~~2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications 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 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 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 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.~~

~~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.~~

~~**XXVI. 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. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement 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, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, 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.~~

~~**XXVII. TERM**~~

~~— A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement; provided, however, 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 on a weekend or holiday may be performed on the next regular business day.~~

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~~**XXVIII. 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 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.~~

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

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

~~7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; 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.~~

~~D. CONTINGENT FUNDING~~

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

~~a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and~~

~~b. 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 upon thirty (30) calendar days' written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

~~E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce/amend the Maximum Obligation of this Agreement in by an amount consistent with the reduced term not to exceed ten percent (10%) of the Period One funding for this Agreement."~~

~~F. In~~

~~Paragraph II., Budget, of Exhibit A to the event this Agreement 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/amended to provide the same level of service required by this Agreement.~~

~~4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,~~

upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with 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.

4. 8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, read 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 follows:

G. 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.

XXIX. THIRD PARTY BENEFICIARY

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

XXX. 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 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.

IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State of California.

XXXI.

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

BY: _____ DATED: _____

TITLE: _____

1
2
3 ~~BY: _____ DATED: _____~~
4

5 ~~TITLE: _____~~
6
7

8
9 ~~COUNTY OF ORANGE~~
10

11
12 ~~BY: _____ DATED: _____~~
13 ~~— HEALTH CARE AGENCY~~
14

15
16 ~~APPROVED AS TO FORM~~
17 ~~OFFICE OF THE COUNTY COUNSEL~~
18 ~~ORANGE COUNTY, CALIFORNIA~~
19

20
21 ~~BY: _____ DATED: _____~~
22 ~~— DEPUTY~~
23

24
25 ~~If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the~~
26 ~~President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or~~
27 ~~any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or~~
28 ~~by laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature~~
29 ~~alone is required by ADMINISTRATOR.~~
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~~EXHIBIT A~~
~~TO AGREEMENT FOR PROVISION OF MULTI SERVICE CENTER SERVICES FOR~~
~~HOMELESS MENTALLY ILL ADULTS~~
~~BETWEEN~~
~~COUNTY OF ORANGE~~
~~AND~~
~~ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH~~
~~DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY~~
~~JULY 1, 2015 THROUGH JUNE 30, 2018~~

~~**I. COMMON TERMS AND DEFINITIONS**~~

~~—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.~~

~~—A. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents.~~

~~—B. Benefits Specialist means a specialized position that would primarily be responsible for coordinating Client applications and appeals for state and federal benefits.~~

~~—C. 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.~~

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

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

~~—F. 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.~~

~~—G. 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.~~

~~—H. 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.

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

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

~~K. 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.~~

~~L. MFT means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.~~

~~M. Medical Necessity means the requirements as defined in the ADMINISTRATOR's MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, impairment criteria and intervention related criteria.~~

~~N. 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:~~

~~1. Assessment means a service activity, which may include a clinical analysis of the history and current status of a Client's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.~~

~~2. Collateral means a significant support person in a Client'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.~~

~~3. Co-Occurring see Dual Diagnosis Integrated Treatment Model.~~

~~4. 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.~~

~~5. Dual Diagnosis Integrated Treatment Model means that the program uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.~~

~~6. Medication Support Services means those services provided by a licensed physician, RN,~~

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 Client.

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

8. 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.

O. MHSA means the law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

P. 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.

Q. 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.

R. Recovery means 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:

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

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

#

3. 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~~

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

~~S. 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.~~

~~T. 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.~~

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~~H.I.~~ **BUDGET**

MAXIMUM	PERIOD	PERIOD	PERIOD	TOTAL
ADMINISTRATIVE COST	\$ 556,652	\$ 556,652	\$ 556,652	\$ 1,669,956
OBLIGATION	ONE	TWO	THREE	TOTAL
SAMHSA	\$ 103,733	\$ 103,730	\$ 103,730	\$ 317,193
Salaries	6,810	0	0	6,810
Benefits	548,898	162,726	162,726	874,350
COUNTY Discretionary	ONE	TWO	THREE	TOTAL
Indirect Costs	\$ 73,534	\$ 162,726	\$ 162,726	\$ 398,986
ADMINISTRATIVE COST	\$ 37,832	\$ 0,280	\$ 0,280	\$ 025,418
SUBTOTAL	6,810	6,810	6,810	20,430
ADMINISTRATIVE COST	0	425,199	425,199	850,398
Salaries	0	0	0	0
Benefits	\$ 1,205,243	\$ 1,205,243	\$ 1,205,243	\$ 3,615,729
MHSA	388,893	825,864	825,864	1,759,636
Services and Supplies	\$ 385,351	\$ 825,864	\$ 825,864	\$ 1,759,636
PROGRAM COST	\$ 73,534	\$ 885,078	\$ 885,351	\$ 335,507
SUBTOTAL	5,078	5,078	5,078	5,078
ADMINISTRATIVE COST	132,895	132,895	132,895	398,685
Benefits	1,708	1,708	1,708	311
Services and Supplies	380,675	380,675	380,675	1,142,025
Flexible Funds	0	50,000	50,000	100,000
Independent Housing Fund	32,788	32,788	32,788	98,364
Subcontractor	0	57,000	57,000	114,000
SUBTOTAL PROGRAM COST	\$ 1,131,709	\$ 1,131,709	\$ 1,131,709	\$ 3,395,127
ADMINISTRATIVE COST	663,138	663,138	663,138	457,985

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Agreement and the following budget, which are set forth for informational purposes only.

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 Clients, 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 will 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. CFDA Information

1. The Agreement includes federal funds paid to CONTRACTOR. The CFDA numbers and associated information for federal funds paid through the Agreement are specified below:

- | | | |
|----|-----------------|--|
| a. | CFDA Year: | 2013 |
| | CFDA No.: | 93.150 |
| | Program Title: | Projects for Assistance in Transition from Homelessness (PATH) |
| | Federal Agency: | Department of HHS |
| | Award Name: | Substance Abuse and Mental Health Services |
| b. | CFDA Year: | 2013 |
| | CFDA No.: | 93.958 |
| | Program Title: | Substance Abuse & Mental Health Services Administration (SAMHSA) |
| | Federal Agency: | Department of HHS |
| | Award Name: | Substance Abuse and Mental Health Services |

2. CONTRACTOR may be required to have an audit conducted in accordance with the Federal OMB Circular A-133. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by OMB Circular A-133.

3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions.

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

~~III.4.~~ Paragraph III., Payments, of Exhibit A to the Agreement is amended to read as follows:

“III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$100,437 per month for Period One, ~~Period Two and Period Three.~~ For Period Two, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$100,437 per month for July through October and \$152,155 for November through June. For Period Three, COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$152,155 per month. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder, provided, however, the total of such payments does not exceed the Maximum Obligation as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or 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 A 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~~ CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

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

B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

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

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

“IV. SERVICES

A. FACILITY ~~—~~ CONTRACTOR shall maintain a facility which meets the minimum requirements for the provision of a Multi-Service Center (MSC) for Homeless Mentally Ill Adults, for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

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2416 South Main Street
Santa Ana, CA 92707

B. The facility shall:

1. Be sufficient to accommodate and serve an average of eighty-five (85) Clients at any one time, and ~~an average of~~ the ability to accommodate up to one hundred (100) Clients per day.

2. Be clean and maintained in a manner appropriate for the contracted services being provided.

3. Include a dayroom; an area for food preparation; space which can be used for groups, classes, or pre-vocational activities; and space to support the services specified within the Agreement.

4. Include separate, private showers, and changing areas for men and women, toiletries, and laundry facilities.

5. Have separate restrooms for men and women that are accessible to persons with disabilities.

6. Have accessible parking for homeless adults with mental illness, including spaces for persons with disabilities.

7. Be situated in a location that is readily accessible by public transportation and accessible to people with disabilities.

8. The hours of operation shall be from 6:00 a.m. until 3:30 p.m., seven days a week; however, CONTRACTOR shall modify these hours of operation in order to meet the needs of homeless adults with mental illness with approval from ADMINISTRATOR.

9. Provide daily supervised access to telephone and internet usage for each Client in the program, as necessary, ~~in~~ in an effort to contact and/or assist homeless adults with mental illness in reuniting

with family members, job search, research educational activities, and search for permanent housing opportunities.

10. Provide a quiet rest area, separate for men and women, who have been awake outdoors through the night.

11. Provide a secure, locked storage area located in an area other than the main area for homeless Clients to keep their possessions during the time they are in the facility, or if they need to leave for short periods of time.

C. INDIVIDUALS TO BE SERVED – Homeless Mentally Ill Adults living in COUNTY, age eighteen (18) and over, who may also have a co-occurring substance abuse disorder. Referrals will come from a number of sources, including but not limited to, the following:

1. COUNTY contracted shelter bed providers;
2. Community and program outreach workers;
3. Community social service type agencies; and
4. Consumer referrals.

D. PROGRAM SERVICES – MULTI-SERVICE CENTER

1. Outreach Services – CONTRACTOR shall provide outreach services to homeless persons in COUNTY who have a mental health disorder, and may also have a co-occurring substance abuse disorder and/or are ~~Veterans~~ veterans, who could benefit from linkage to appropriate services.

2. Initial Interview – CONTRACTOR shall provide an initial interview within one week of first contact to determine if an individual is eligible for services and to determine the ~~individual's~~ individual's current level of functioning and needs.

3. Assessment – CONTRACTOR shall make an Assessment to determine the presence of a mental disorder and the eligibility of an individual to receive services set forth in the Agreement, and shall examine each Client's strengths, weaknesses, and resource needs to establish an Individual Service Plan (ISP). The ISP records the Assessment of each Client's level of psychosocial impairment, substance abuse and physical health problems, support network availability, adequacy of living arrangements, financial status, and employment status including employment potential and training needs. Each ISP- shall be reviewed and updated quarterly, at a minimum.

4. Showers, Clothing, Laundry – CONTRACTOR shall provide showers, changing areas, a change of clothes, and access to a washer and dryer to homeless mentally ill Clients who have a need for them.

5. Lunch – CONTRACTOR shall provide nutritionally balanced hot lunches each day. Lunches shall contain at least one (1) serving of each of the following four (4) basic food groups:

- a. Meat, fish, poultry, or protein substitute;
- b. Grain;
- c. Fruits and vegetables; and
- d. Dairy.

6. Breakfast – CONTRACTOR shall provide continental breakfast each morning. Breakfast shall offer a variety of items that may include, but are not limited to, fruit, breakfast pastry, yogurt, cereal, and other appropriate breakfast fare.

7. Snacks – CONTRACTOR shall make snacks and fruit juices or coffee available to Clients twice each day.

8. Mailing Address – CONTRACTOR shall establish a mailing address for persons that need an address in order to receive SSI or other benefits. CONTRACTOR shall be responsible for developing a system to protect and distribute the mail that is received at this address.

9. Peer Counseling – Volunteers may be trained by professionals to counsel Clients in a self-help approach to mental health to encourage Clients to increase their readiness for treatment. The ~~volunteers'~~volunteers' training, combined with similar life experiences, will enable counselors to help Clients deal with a range of common concerns.

10. Referrals – CONTRACTOR shall provide assistance to Clients in obtaining and coordinating social and maintenance services including daily living activities, transportation services, habilitation and rehabilitation services, housing services, pre-vocational and vocational services, educational services, medical services, veteran's services and income support services.

11. Support for Short Term Housing – CONTRACTOR shall provide support for COUNTY's Short Term Housing (Shelter Bed) Program by:

a. Providing space at the ~~Multi-Service Center~~ facility for COUNTY staff to provide Short Term Housing coordination services.

b. Keeping COUNTY apprised of issues and/or concerns related to COUNTY contracted Short Term Housing facilities.

12. Transportation – CONTRACTOR shall provide transportation for Clients to and from emergency Short Term Housing, General Relief and SSI offices, non-emergency medical and mental health services, and other service providers as necessary. CONTRACTOR shall provide transportation services to and from COUNTY contracted Short Term Housing (Shelter Bed) facilities to South County Clients on an as needed basis.

13. Independent Housing Fund (IHF) Program Services

a. CONTRACTOR shall provide supportive services to ADMINISTRATOR. CONTRACTOR shall be responsible for:

- 1) Managing funds allocated by COUNTY for IHF;
- 2) Preparing checks as requested by ADMINISTRATOR;
- 3) Notifying ADMINISTRATOR when checks are ready for disbursement;
- 4) Maintaining records of IHF expenditures;
- 5) Providing reports on IHF account activity monthly or as requested;
- 6) Reporting any returned checks to ADMINISTRATOR immediately upon receipt;

and

7) Meeting monthly to reconcile CONTRACTOR records with ADMINISTRATOR records.

b. ADMINISTRATOR will be responsible for screening of applicants, selecting applicants, and coordinating the IHF Program.

14. Vocational and Pre-Vocational Services

a. CONTRACTOR shall offer work adjustment and vocational services for those Clients able to work, including job referrals for day labor, part-time, full-time, and permanent employment.

b. CONTRACTOR shall offer pre-vocational programs designed for lower functioning Clients, including cleaning duties, sorting clothes, food preparation and serving, bagging food, and maintaining shower and laundry schedules.

c. CONTRACTOR shall develop and utilize a job activity board. The board will be updated with Clients' assigned jobs on a daily basis.

15. Linkage to Behavioral Health Services

a. CONTRACTOR shall provide outreach services to homeless persons in COUNTY who have mental health and/or substance abuse disorders and require linkage to appropriate services.

b. CONTRACTOR shall develop linkages with COUNTY Behavioral Health Services, recovery homes, and other substance abuse providers in the community.

c. CONTRACTOR shall meet regularly with the ADMINISTRATOR to review established linkage procedures to all available services.

16. Housing Services – CONTRACTOR shall provide housing services to assist homeless mentally ill adults, including those at risk of becoming homeless, in evaluating, locating, and maintaining, safe permanent housing in the community. CONTRACTOR shall:

a. Coordinate housing services with ADMINISTRATOR's Plan Coordinators;

b. Develop, maintain, and post a list of housing resources for Clients from information that is available to the public; and

c. Provide support services to maintain independent living for Clients who have secured housing.

17. CONTRACTOR shall collaborate with existing COUNTY contracted programs and/or services, to create a "mall" of various provider "shops" which shall be co-located on site using available space that is located away from the main center. In the event providers other than the CONTRACTOR choose to co-locate at the mall, usage agreements between CONTRACTOR and other providers shall be approved in advance, and in writing by ADMINISTRATOR. Mall services that shall be provided include:

a. Outreach Services Shop – CONTRACTOR shall make space available for visiting or collaborating outreach team representatives. CONTRACTOR shall also provide space for monthly meetings.

b. Benefits Assistance Shop – SSI outreach staff or direct Social Security Administration representation shall assist Clients with benefits assessment, problem-solving, and/or acquisition.

Representative Payee staff shall also be included in this office when possible.

c. Alcohol and Drug Abuse Services Shop — Provide a meeting place for Alcohol and Drug Abuse Services or other substances, to include room for private individual, group meetings, and 12 Step or similar group meetings.

d. Medical Services Shop — Either provided by CONTRACTOR or through arrangements made with another provider this shop shall include initial Assessments of general medical status and ability to treat or refer to another facility as needed.

e. Transportation Center Shop — Either provided by CONTRACTOR or through arrangements made with another provider, assistance shall be provided with mapping and accessing public transportation for Clients. Bus passes will also be made available as part of this service.

f. Veteran's Services Shop — Provide offices for a veteran's outreach counselor and a veteran's liaison to provide assistance to veteran Clients to access transportation and linkage with the Veteran's Hospital Long Beach for medical, psychiatric, benefits, and other needed services.

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g. Employment and Vocational Training Services Shop — Facilitate pre-employment and employment activities that may include, but are not limited to, job preparedness groups and individual evaluation, assistance with locating employment, skills identification, resume writing, dressing for success, interviewing and follow-up techniques and practice, job search including attendance at job fairs, job coaching, and other activities focused on attaining and maintaining employment. Some or all vocational services may be provided onsite by CONTRACTOR or another provider with appropriate qualifications. This shop will work in coordination with the onsite thrift shop or other businesses as a possible training site. Other providers and sites must be developed and approved in advance by the ADMINISTRATOR.

h. Educational Shop — CONTRACTOR or another provider shall provide educational opportunities appropriate to this population such as stigma elimination, education on common mental illnesses, recovery principles, health and wellness classes, and assistance to continue formal or technical education. One (1) to two (2) opportunities shall be made available daily.

E. PROGRAM SERVICES – SANTA ANA TRANSIT TOWER AT THE CIVIC CENTER

1. Outreach Services – CONTRACTOR shall develop and deploy a mobile outreach team to serve the Santa Ana Transit Tower (SATT) location, which includes a licensed clinician as well as counselors/case managers, and a van and driver to transport clients to necessary behavioral health, medical, or other community services, as determined by CONTRACTOR's outreach team or other County and community partners associated with this location, and identified below. The mobile outreach team shall provide outreach services to adult homeless persons in and around the SATT, during weekends and weekday evening hours, who have a mental health disorder, and may also have a co-occurring substance abuse disorder and/or are veterans, who could benefit from linkage to appropriate services. CONTRACTOR shall coordinate outreach efforts with multiple HCA Behavioral Health Services (BHS)

staff including, but not limited to:

- a. BHS Outreach and Engagement team;
- b. Designated BHS Intake Clinician assigned to the SATT for linkage to outpatient services;
- c. Designated BHS residential substance use and medical detox Gatekeeper to facilitate linkage for substance abuse treatment; and
- d. Other County and community collaborative partners serving the SATT, as identified by HCA BHS.

2. Assessment – CONTRACTOR’s outreach team shall make assessments to determine the presence of a mental or substance use disorder and the eligibility of an individual to receive BHS services, and shall examine each individual’s strengths, weaknesses, and resource needs. Assessments shall include, but not be limited to, determining an individual’s level of psychosocial impairment, substance abuse and physical health problems, support network availability, adequacy of living arrangements, financial status, and employment status including employment potential and training needs. CONTRACTOR shall coordinate with SATT BHS staff to determine and facilitate linkage to the most appropriate services for each individual, and shall transport or facilitate transportation of Clients to those services, as required.

3. ~~CONTRACTOR~~ CONTRACTOR shall utilize flex funding, in accordance with the Flex Funds section of this Exhibit A to the Agreement, to provide bus passes, basic living essentials such as hygiene kits and clothing if necessary, motel vouchers as appropriate and authorized by HCA program staff, and other essential and necessary items the individuals being served may require.

F. WORKLOAD STANDARDS

1. A unit of service shall be equal to one (1) Client day.
2. CONTRACTOR shall provide approximately ~~twenty-nine~~thirty-one thousand ~~two hundred~~ (29,200) ~~twenty-five~~ (31,025) units of service, which shall be achieved by serving a daily average of eighty (80) ~~five~~ (85) persons per day each day at the MSC location during the term of the Agreement. The units of service shall be modified accordingly, and per mutual agreement, once it has been determined what the actual numbers of homeless are to be served at the SATT location.

FG. PROGRAM GOALS

CONTRACTOR shall refer all eligible Clients to appropriate community resources, and shall track and monitor the following:

1. The total number of Clients who are referred to and linked to COUNTY Adult Behavioral Health clinics, Mental Health Services Act (MHSA) Full Service Partnership programs, VA Mental Health and health related services and other community based mental health and other resources. CONTRACTOR shall track referrals and linkages to services for both the MSC program as well as the SATT location.

2. The total number of both duplicated and unduplicated Clients served ~~through~~by the MSC program and SATT location, including but not limited to: Outreach, Housing, Veteran’s, and Pre-

Vocational Services.

3. The total number of ~~Veteran~~veteran contacts, ~~Veterans~~veterans enrolled in the MSC program, and ~~Veteran's~~SATT location, and veteran's linked to Veteran's Administrative services.

4. The total number of outreach contacts including both duplicated and unduplicated Clients, for the MSC program and SATT location.

5. The total number of Clients who have attained employment through the MSC program.

6. The total number of ~~clients~~Clients who have utilized showers and obtained clothing through the MSC program.

7. The total number of Clients who have utilized mail services at the MSC program.

8. The total number of ~~clients~~Clients, both duplicated and unduplicated, who have been transported to ~~shelter bed Wisteria House and to~~Laguna Beach Friendship Shelter from the MSC program, as well as total number of Clients, both duplicated and unduplicated, who have been transported to behavioral health, medical services, or other community resources from the SATT location.

9. The total number of bus passes provided to Clients from both the MSC program and SATT location.

10. The total number and type of trainings provided to ~~program~~CONTRACTOR's staff.

11. The total number and type of psychosocial groups provided by CONTRACTOR.

12. The total number of interns/volunteers utilized ~~in the program~~to assist in providing services identified in this Exhibit A to the Agreement.

13. The type and dollar amount of donations accepted by the MSC program.

14. The total number of Clients who used laundry services ~~at the MSC program.~~

15. The total number of Clients who received breakfast, lunch, and morning and afternoon snacks at the MSC program.

16. The total number of ~~clients~~Clients who received nursing consultations, assessments, basic nursing care, referrals, and linkage to medical care services for both the MSC program and SATT location.

17. The total number of nursing activities related to health prevention outreach, and well-being groups.

GH. PERFORMANCE OUTCOMES – During the term of the Agreement, CONTRACTOR shall be required to achieve performance outcomes, and track performance outcome statistics in monthly programmatic reports. Performance Outcomes may include, but not be limited to:

1. CONTRACTOR shall link a minimum of one thousand two hundred (1,200) Clients from the MSC program to other supportive service agencies for one time and ongoing assistance. Such services shall include, but are not limited to; drug and alcohol services, medical and health related services, food, benefits and entitlements, identification cards, bus passes, and legal services.

2. CONTRACTOR shall provide outreach to, and enroll a minimum of one hundred twenty-five (125) veteran Clients and link a minimum of one hundred (100) veteran Clients to Veteran's Affairs

(VA) resources, including VA Mental Health services;

3. ~~CONTRACTOR~~ CONTRACTOR's MSC program shall link a minimum of eighty-five (85) unduplicated Clients to their initial meeting with COUNTY Behavioral Health clinics, MHSA Full Service Partnership programs and other community mental health resources.;

4. CONTRACTOR shall refer two hundred twenty (220) Clients to the MSC housing program and successfully link one hundred thirty-five (135) Clients to housing;

5. ~~CONTRACTOR~~ CONTRACTOR's MSC program shall provide pre-vocational services to one hundred fifty (150) Clients and successfully assist thirty (30) Clients in attaining employment.

~~6~~ 6. Performance Outcomes identified in this paragraph of Exhibit A to the Agreement are specific to the MSC program, and shall be modified, by mutual agreement, once the level of service utilization is determined at the SATT location.

7. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly basis from the start date of this Agreement, 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.

I. FLEXIBLE FUNDS

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

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

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

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

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

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

that are allowable, unallowable, or require discussion with ADMINISTRATOR;

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

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, general ledgers, and needs documented in Client's Individual Service Plan;

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

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

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

g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined \$2,000 supply on-hand at any given time, and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five (\$25) each;

h. Statement indicating that Flexible Funds are not to be used for housing for Clients, but may be used for temporary motel stays for Clients at the SATT location, as appropriate and authorized by HCA program staff;

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

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

J. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

K. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff

training to address neighbor complaints, and a resolution process.

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

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

LN. CONTRACTOR shall update annually, and provide to ADMINISTRATOR, a copy of the room and board list compiled and maintained based upon Client experience and utilization.

MO. 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.

NP. 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.

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

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

QS. ADMINISTRATOR shall monitor CONTRACTOR's compliance with P&P.

RT. CONTRACTOR shall ensure that all chart documentation complies with COUNTY guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

SU. 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.

TV. 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.

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

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

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

ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY

BY:

DATED:

1
2
3 TITLE:
4
5

6 COUNTY OF ORANGE
7
8

9 BY:

DATED:

10 HEALTH CARE AGENCY
11
12
13
14

15 APPROVED AS TO FORM

16 OFFICE OF THE COUNTY COUNSEL

17 ORANGE COUNTY, CALIFORNIA
18
19

20 BY:

DATED:

21 DEPUTY
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26

27 **IF THE CONTRACTING PARTY IS A CORPORATION, TWO (2) SIGNATURES ARE REQUIRED: ONE**

28 **(1) SIGNATURE BY THE CHAIRMAN OF THE BOARD, THE PRESIDENT OR ANY VICE PRESIDENT;**

29 **AND ONE (1) SIGNATURE BY THE SECRETARY, ANY ASSISTANT SECRETARY, THE CHIEF**

30 **FINANCIAL OFFICER OR ANY ASSISTANT TREASURER. V. STAFFING**

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

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

~~C. CONTRACTOR shall 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.~~

~~D. 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.~~

~~E. 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.~~

ADMINISTRATIVE	FTE
— Chief Executive Officer	0.10
— Director of Administrative Operations	0.10
— Administrative Assistant	0.10
— Accountant	0.10
— Human Resource Manager	0.10
— Chief Financial Officer	0.10
TOTAL ADMINISTRATIVE FTEs	0.60
PROGRAM	
— Program Manager	1.00
— Program Assistant	1.00
— Case Manager	2.00
— Assistant Coordinator	2.00
— Counselor	3.00
— Counselor/Outreach Worker	1.00
— Dual Diagnosis Specialist	1.00
— Veteran Liaison	1.00
— Veteran Outreach Worker	1.00
— Housing Specialist	1.50
— Back to Work Specialist	1.00
— Facility Manager	1.00

—Data Analyst	0.50
—Registered Nurse	0.50
TOTAL PROGRAM FTEs	17.50
TOTAL CONTRACT FTEs	18.10

~~—F. CONTRACTOR may augment the above paid staff with volunteers upon written approval of ADMINISTRATOR.~~

~~—G. CONTRACTOR shall maintain personnel files for each staff member, including the management and other administrative positions, both direct and indirect, which will 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 ensure that all staff are trained and have a clear understanding of all ADMINISTRATOR and CONTRACTOR P&P related to the services provided under the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and place it in their personnel files.~~

~~—I. 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 solve problems.~~

~~—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 and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing~~

~~Paragraph of this Exhibit A to the Agreement.~~

~~VI. 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. 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. 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 programmatic reports to ADMINISTRATOR, as indicated below, 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/quarter being reported unless otherwise specified. Programmatic reports will include the following:~~

- ~~1. The actual number of Clients served and meals provided, by day of week;~~
- ~~2. The actual number of unduplicated Clients linked to other supportive service agencies for one time and/or ongoing assistance;~~
- ~~3. The actual number of veteran Clients contacted, enrolled, and linked to VA resources;~~
- ~~4. The actual number of Clients referred to and linked to COUNTY Adult Mental Health clinics;~~

~~MHSA Full Service Partnership programs, VA Mental Health and health related services, and any other community based mental health resource;~~

~~5. The actual number of Clients provided with pre-vocational services and those Clients who attained employment;~~

~~6. A description of the extent to which the Clients served pursuant to the Agreement utilize clothing, shower and mail services;~~

~~7. Transportation services provided by the type and number of Clients served;~~

~~8. The actual number of Clients referred to housing services, receiving housing services, and a description of services provided;~~

~~9. Training provided to staff; and~~

~~10. 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.~~

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

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~~//If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.~~