AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-20010235
FOR
EARLY INTERVENTION SERVICES FOR OLDER ADULTS

This Amendment ("Amendment No. 3") to Contract No. MA-042-20010235 for Provision of Early Intervention Services for Older Adults is made and entered into on July 1, 2024 ("Effective Date") between NAME ("Contractor"), with a place of business at ADDRESS, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on June 4, 2019, County of Orange Board of Supervisors authorized a Master Agreement with various Contractors for the Provision of Early Intervention Services for Older Adults, effective July 1, 2019 through June 30, 2022, in an aggregate amount not to exceed $7,408,500, renewable for two additional one-year periods ("Master Contract"); and

WHEREAS, on February 16, 2021, County exercised the cost contingency to increase the Period Two Aggregate Maximum Obligation by $50,000 from $2,469,500 to $2,519,500, for a revised aggregate total amount not to exceed $7,458,500, to cover the costs for COVID-19 Response Services for the term of February 12, 2021 through February 28, 2021; and

WHEREAS, the Parties executed Amendment No. 1 to renew the Master Contract for one year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed $3,073,521, for a revised aggregate total amount not to exceed $10,532,021, and to amend Paragraph VI., Paragraph XVII. and Exhibit A of the Master Contract; and

WHEREAS, the Parties executed Amendment No. 2 to renew the Master Contract for one year, effective July 1, 2023 through June 30, 2024, in an amount not to exceed $3,073,521, for a revised aggregate total amount not to exceed $13,605,542, and to amend Exhibit A of the Master Contract; and

WHEREAS the Parties now desire to enter into this Amendment No. 3 to renew the Master Contract for two years for County to continue receiving and Contractor to continue providing the services set forth in the Master Contract and to replace Exhibit A of the Master Contract with Exhibit A-1.

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

1. The Master Contract is renewed for a term of two (2) years, effective July 1, 2024 through June 30, 2026, in an aggregate amount not to exceed $5,000,000 for the renewal term, for a revised aggregate total amount not to exceed $18,605,542; on the amended terms and conditions.

2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Master Contract are deleted in their entirety and replaced with the following:

"**Term:** July 1, 2019 through June 30, 2026

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

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

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

Period Four means the period from July 1, 2022 through June 30, 2023

Period Five means the period from July 1, 2023 through June 30, 2024

Period Six means the period from July 1, 2024 through June 30, 2025

Period Seven means the period from July 1, 2025 through June 30, 2026

Aggregate Amount Not to Exceed:

Period One Aggregate Amount Not to Exceed:	$2,469,500
Period Two Aggregate Amount Not to Exceed:	2,519,500
Period Three Aggregate Amount Not to Exceed	2,469,500
Period Four Aggregate Amount Not to Exceed:	3,073,521
Period Five Aggregate Amount Not to Exceed:	3,073,521
Period Six Aggregate Amount Not to Exceed:	2,500,000
Period Seven Aggregate Amount Not to Exceed:	2,500,000
TOTAL AGGREGATE AMOUNT NOT TO EXCEED:	$ 18,605,542"

3. All references to "Maximum Obligation" in the Master Contract are deleted and replaced with "Amount Not to Exceed".
4. All references to "Agreement" in the Master Contract are deleted and replaced with "Contract".
5. Exhibit A of the Master Contract is deleted in its entirety and replaced with the following:

"EXHIBIT A-1

TO THE CONTRACT FOR PROVISION OF
EARLY INTERVENTION SERVICES FOR OLDER ADULTS
BETWEEN
COUNTY OF ORANGE
AND
«PROVIDER»
JULY 1, 2024 THROUGH JUNE 30, 2026

I. SERVICES TO BE PROVIDED

A. CONTRACTOR has agreed to provide Early Intervention Services for Older Adults as categorized by the State as Early Intervention Services and defined as treatment and other services and interventions to address and promote recovery and related functional outcomes for a mental illness early in its emergence including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness, as specified in the most recent County of Orange Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Component Plan approved by the Board of Supervisors in accordance of this Exhibit A-1 to the Contract.

B. The funding source for the above-mentioned services is MHSA PEI funds. CONTRACTOR must follow MHSA guidelines as outlined in COUNTY's three (3)-year MHSA PEI Component plan and participate in Community Program Planning. Early Intervention Services for Older Adults are contingent upon sufficient funds being made available by federal, state, and/or county governments for the term of the Contract.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services to be Provided Paragraph of this Exhibit A-1 to the Contract.

II. COMMON TERMS AND DEFINITIONS

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

1. Access and Linkage means a set of related activities to connect children, adults, and seniors with severe mental illness, as defined in Welfare and Institutions Code Section 5600.3, to medically necessary care and treatment, including, but not limited to, care provided by county mental health programs.

2. Action Plan means a form documenting key tasks that must be completed to create

change. Action plans detail how resources are to be used to get the planned work done.

3. Activity means an organized function designed to advance a prevention strategy or objective.

4. Activity Form means a data collection form used to track each activity in which the group and/or individual participates.

5. Administrative Services Organization (ASO) means a designated organization that oversees and manages the administrative and fiscal functions of a program and/or service by being responsible for quality assurance as reflected in the operations manual, internal controls, audits, implementation and progress of services, evaluation of the selection and delivery of agreed upon services and regular reporting on the outcome of services rendered. It is expected that the ASO is aligned with the general principles and goals of the program and adheres to COUNTY's protocol and procedures.

6. Admission means completion of the entry and/or intake process for program Participants.

7. Assessment means a professional review and evaluation of a Participant's behavioral health needs and conditions in order to determine the most appropriate course of services.

8. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

9. Case Management means the delivery of individual guidance and support services. Case Management services include; but are not limited to, referrals and linkages to needed services such as: resources, coaching, and assistance with translation and transportation.

10. Case Manager means a trained staff that design and implement individualized service plans to eliminate barriers and/or address needs, provides psychoeducation, and assistance in the overall coordination of services. They connect Participants with needed healthcare resources through linkages and referrals.

11. Closed Loop referral means the people, processes and technologies that are deployed to coordinate and refer Participants to available community resources (i.e., health care, behavioral health services, and/or other support services) and follow-up to verify if services were rendered.

12. Clinical high-risk (CHR) means an array of mental and behavioral health challenges (e.g., attenuated psychosis symptoms, depression, anxiety, impaired social and role functioning, trauma, etc.) that is also linked to increased risk for the development of escalating conditions such as schizophrenia.

13. Culturally and Linguistically Appropriate Services (CLAS) Standards means

standards intended to advance health equity, improve quality, and help eliminate health care disparities by establishing a blueprint for health and health care organizations to implement culturally and linguistically appropriate services.

14. Collaboration means a process of participation through which people, groups, and agencies work toward unified prevention goals.

15. Community-Defined Practices means a community-defined process to measure effectiveness in achieving mental health outcomes for underserved communities.

16. Community Outreach Activities means outreach events that are organized by other entities or by CONTRACTOR where the public can attend and receive information about available services (for example but not limited to health fairs, door-to-door outreach, grocery stores, laundromats, bus stops, religious organizations, schools, gathering places, shelters, a street corner, community festivals, etc.).

17. Community Program Planning means consensus thinking based on MHSA activities and priority areas identified and helps outline a county wide guide for improvement efforts for identified priority areas.

18. Consultation means services designed to educate and build capacity, increase knowledge and awareness to provide appropriate behavior support for those exhibiting ongoing challenging behaviors, and promote development of healthy identities.

19. Cultural Competency means a set of congruent behaviors, attitudes, and policies that come together in a system, agency or among professionals and enable that system, agency, or those professions to work effectively in cross-cultural situations.

20. Early Intervention means the act of intervening, interfering, or interceding at the manifestation of a behavioral health condition, with the intent of measurably improving the condition or to prevent a behavioral health condition from getting worse.

21. Education/Skill Building Workshop/Class means a workshop/class conducted which has a primary focus of providing information and/or teaching a skill.

22. Engagement means the process by which a trusting relationship between a worker and Participant is established with the goal to link the Participant to appropriate services.

23. Enrollment means the data entry of a Participant's program information into COUNTY's database for purposes of recording and tracking a Participant's involvement in the program.

24. Evaluation means the systematic investigation of the value and impact of an intervention or program.

25. Events means activities organized by CONTRACTOR, where CONTRACTOR

invites community members to attend to a predetermined location in the community where staff is available to provide information and referrals. Large events are intended to attract in excess of one hundred (100) Participants (for example but not limited to, a conference, concerts, art exhibitions, large health fair, etc.). Small events are intimate events organized by CONTRACTOR in a location in the community where staff is available to provide information and referrals and is intended to reach a lower number of Participants.

26. Evidence-based Practice means the range of treatment and services of well-documented/significant level of effectiveness.

27. Family Member means any traditional and/or non-traditional support system, significant other, or natural support designated by the Participant.

28. Follow-up means ensuring that the Participant has linked to the referred service and/or successfully transitioned from one service to another and/or contact with a Participant within ninety (90) calendar days of discharge from the program to determine if the Participant needs further assistance.

29. Geropsychiatrist means a Board certified psychiatrist who specializes in providing psychiatrist services to older adults.

30. Group Intervention means the delivery of services to more than one individual or family.

31. Individual Intervention means any strategies or services rendered to a Participant on a person-to-person level. Examples include, but are not limited to, education, case management, short-term therapy, and life coaching to address individualized goals and objectives.

32. Information Dissemination means one-way communication, direct from the source to the audience, that provides information about a prevention issue and is designed to create awareness and knowledge of that issue.

33. Intake means the initial meeting between a Participant and a worker to evaluate a Participant's issue(s) of concern and determine how a program could best meet his/her needs.

34. LGBTQIA+ means an abbreviation for lesbian, gay, bisexual, transgender, queer or questioning, intersex, asexual, and more.

35. Level of Well-being means the state of satisfaction, happiness, and/or in control that a Participant feels about his/her present situation/condition as measured by a validated instrument/scale.

36. Linkage means when a Participant has attended at least one appointment or made

one visit to the identified program or service for which the Participant has received a referral or to which they have self-referred.

37. Live Scan means the technique and the technology used by law enforcement agencies and private facilities to capture fingerprints and palm prints electronically, without the need for the more traditional method of ink and paper.

38. Media Events means culturally relevant activities conducted by CONTRACTOR which are coordinated with and publicized by the media, including radio and TV appearances.

39. Mental Health Condition means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

40. Mental Health Services Act (MHSA) means the law voted on in 2014. MHSA established a one percent income tax on personal income over one million dollars for the purpose of funding mental health systems and services in California.

41. MHSA Plan means a broad continuum of prevention, early intervention, innovative programs, services and infrastructure, technology and training elements using MHSA funding.

42. MHSA Planning Advisory Committee (PAC) means a structured way for individual stakeholders to share their opinions and perspectives, study programs, services, and issues, and develop recommendations in a focused, group structure.

43. Outcome means measurable change that occurs as a result of a program's overall performance in implementing its planned Activities.

44. Outcome Measure means a statement that specifies the measurable result or direct impact of a program or activity in reference to a quantitative criterion and a timeframe.

45. Outreach means contact with potential Participants to link them to appropriate behavioral health and supportive services, which may include activities that educate the community about services offered and requirements for participation in the program.

46. Participant means an individual enrolled in a program who engages in activities aimed at preventing and/or eliminating the development of mental illness.

47. Prevention and Early Intervention (PEI) Component Plan means the most recent County of Orange MHSA PEI Component Plan approved by the Board of Supervisors. The PEI Component plan shall emphasize improving timely access to services for underserved populations and include the following components: Outreach to families, employers, primary care health care providers, and others to recognize the early signs of potentially severe and disabling mental illnesses; Access and linkage to medically necessary care provided by county mental health programs for children with severe mental illness, as defined in Section 5600.3, and for adults and seniors with severe mental illness, as defined in Section 5600.3, as early in the onset of these conditions as practicable; Reduction in stigma associated with either being

diagnosed with a mental illness or seeking mental health services; Reduction in discrimination against people with mental illness.

48. Personally Identifiable Information (PII) means any information that could be readily used to identify a specific person, including but not limited to: name, address, telephone number, email address, driver's license number, Social Security number, bank account information, credit card information, or any combination of data that could be used to identify a specific person, such as birth date, zip code, mother's maiden name and gender.

49. Protected Health Information (PHI) means individually identifiable health information usually transmitted by electronic media maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted or maintained in any other medium.

50. Prevention means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

51. Program Goals means the type of activities, number of services, or number of Participants served that will be fulfilled during a contractual Contract period.

52. Promising Practice means programs and strategies that have some quantitative data showing positive outcomes over a period, but do not have enough research or replication to support generalized outcomes.

53. Protective Factors means characteristics associated with a lower likelihood of negative outcomes or that reduce a risk factor’s impact. Protective factors may be seen as positive countering events.

54. Psychoeducation (classes/workshops) means an intervention for Participants and their loved ones that provides information and support to enable better understanding of mental illness and how to cope with symptoms.

55. Psychosis means a mental health challenge defined by unusual thoughts and/or perceptual abnormalities that are adhered to tenaciously despite evidence to the contrary, that are not part of a cultural normative belief system, and cause impairment and/or distress.

56. Referral means the process by which a Participant is given a recommendation in writing to one or more specific service providers for additional care and treatment.

57. Resiliency means the process and outcome of successfully adapting to difficult or challenging life experiences, especially through mental, emotional, and behavioral flexibility and adjustment to external and internal demands.

58. Resource Recommendation means the process of providing a Participant with one

or more suggested resources, without plans and/or an ability to follow up on Linkage status.

59. Risk Factors means conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, and environmental.

60. Self-Referral means when a Participant or family member directly contacts a service provider with the goal of receiving services for themselves or a family member, regardless of Linkage status.

61. Social Media means a group of internet-based communication tools/applications that allow the creation and exchange of user-generated content; social media is media for social interaction. Types of social media include collaborative projects, blogs and microblogs, content communities, and social networking sites.

62. Social Support means assistance that may include companionship, emotional backing, cognitive guidance, material aid and special services.

63. Stigma and Discrimination Reduction means COUNTY and/or providers direct activities to reduce negative feelings, attitudes, beliefs, perceptions, stereotypes and/or discrimination related to being diagnosed with a mental illness, having a mental illness, or to seeking mental health services and to increase acceptance, dignity, inclusion, and equity for individuals with mental illness, and members of their families.

64. Support Group means a meeting/group, facilitated by program staff, consisting of three (3) or more people (or a number mutually agreed upon in the Contract) who have similar experiences and concerns and who meet in order to provide emotional help, advice and encouragement for one another.

65. Technical Assistance means services provided by CONTRACTOR staff to guide prevention programs, community organizations, and individuals to conduct, strengthen, or enhance specific prevention activities.

66. Training means an instructional process that is intended to impart the knowledge, skills, and competencies required for the performance of a particular job, project, or task. Training is a skill building Activity that teaches a person how to do something and carries the expectation that the person will take direct, purposeful action by applying the skills developed.

67. Train the Trainer means the process in which an individual or group passes on the skills, knowledge, and abilities of course work to others so they may become educators, coaches, tutors, mentors, etc., to disseminate information, material, and skills to others.

68. Trauma-Exposed Individuals means those who are exposed to traumatic events or

prolonged traumatic conditions, including grief, loss, and isolation, including those who are unlikely to seek help from any traditional mental health service.

69. Unduplicated Participant means a Participant who is counted only once, despite how many programs the individual is enrolled in during a Contract period. For example, if a Participant receives individual and group services, they can only be counted once.

70. Unserved and Underserved means people or areas with a lack of access to services, barriers to accessing services, and/or lack of familiarity with services or the health care system.

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

III. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A-1 to the Contract and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD SIX	PERIOD SEVEN	TOTAL
ADMINISTRATIVE COSTS			
Services and Supplies	$ «ADMIN_SAL_6»	$ «ADMIN_SAL_7»	$ «TTLADM_SAL»
Benefits	«ADMIN_BEN_6»	«ADMIN_BEN_7»	«TTLADM_SAL»
Indirect	«ADMIN_IND_6»	«ADMIN_IND_7»	«TTLADM_IND»
SUBTOTAL ADMINISTRATIVE COSTS	$ «ADMIN_SUB_6»	$ «ADMIN_SUB_7»	$ «TTLADM_SUB»
PROGRAM COSTS			
Salaries	$ «PGM_SAL_6»	$ «PGM_SAL_7»	$ «TTLPGM_SAL_»
Benefits	«PGM_BEN_6»	«PGM_SAL_7»	«TTLPGM_BEN_»
Services and Supplies	«PGM_SS_6»	«PGM_SS_7»	«TTL_PGM_SS_»
Subcontractors	«PGM_SUB_6»	«PGM_SUB_7»	«TTL_PGM_SUB»

SUBTOTAL PROGRAM COSTS	$ «PGM_SUB_1»	$«PGM_SUB_7»	$ «TTLPGM_SUB»
TOTAL GROSS COSTS	$ «TOTAL COST6»	$ «TOTAL COST7»	$ «TTLTOTAL_COST»
REVENUE	$ «REV_6»	$ «REV_7»	$ «TTL_REV»
MHSA	$ «REV_TOTAL_6»	$ «REV_TOTAL_7»	$ «TTLREV_TOTAL»
TOTAL REVENUE			
TOTAL AMOUNT NOT TO EXCEED	$ «AMT NOT EX_6»	$«AMT NOT EX_7»	$ «TTL AMT NOT EX»

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

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

D. CONTRACTOR shall provide effective administrative management of the budget,

staffing, recording, and reporting portion of the Contract with COUNTY. 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. Designating the responsible position(s) in the organization for managing the funds allocated to the program;
2. Maximizing the use of the allocated funds;
3. Ensuring timely and accurate reporting of monthly expenditures;
4. Maintaining appropriate staffing levels;
5. Requesting budget and/or staffing modifications to the Contract;
6. Effectively communicating and monitoring the program for its success;
7. Tracking and reporting expenditures electronically;
8. Maintaining electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
9. Acting quickly to identify and solve problems.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-1 to the Contract.

IV. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, for Period Six and Period Seven at the provisional amount of $«PROV_AMT» per month. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph III.A. of this Exhibit A-1 to the Contract; provided, however, the total of such payments does not exceed the Aggregate Amount Not To Exceed for each period as stated in the Referenced Contract Provisions of the Contract 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 invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.
2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that

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

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

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

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-1 to the Contract.

V. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by

ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's 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.

C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall include, but not limited to, descriptions of any performance objectives, outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being reported.

D. 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 thirty (30) calendar days for CONTRACTOR to respond.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-1 to the Contract.

VI. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain and/or conduct business for the provision of Early

Intervention Services for Older Adults described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space to support the services identified within the Contract.

«PROVIDER NAME»
«ADDRESS 1»
«ADDRESS 2»

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in-person, virtually, or by telephone in the evening hours and on weekends in order to accommodate Participants unable to participate during regular business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

3. CONTRACTOR shall make every reasonable effort to provide at least seventy-five (75) percent of all group activities throughout Orange County at community locations other than the designated facility. Other locations may include but not be limited to, schools, apartment complexes, senior centers, worship centers, parks, offices, and other community locations appropriate for the provision of services.

B. EARLY INTERVENTION SERVICES FOR OLDER ADULTS

1. CONTRACTOR shall provide culturally and linguistically appropriate Early Intervention Services for Older Adults as categorized by the State as Early Intervention Services and defined as treatment and other services and interventions to address and promote recovery and related functional outcomes for a mental illness early in its emergence including the applicable negative outcomes listed in Welfare and Institutions Code Section 5840, subdivision (d) that may result from untreated mental illness, as specified in the most recent County of Orange MHSA Prevention and Early Intervention Component Plan approved by the Board of Supervisors in accordance of this Exhibit A-1 to the Contract. CONTRACTOR shall work collaboratively with all partners to ensure that cultural and linguistic needs are outreached and met.

2. CONTRACTOR shall focus on providing Behavioral Health services to those that are unserved and underserved such as isolated, hard to reach groups including, but not limited to, deaf and hard of hearing persons, visually impaired, veterans, LGBTQIA+, ethnic, cultural, and linguistic populations, and persons with limited English proficiency.

3. CONTRACTOR shall provide Early Intervention services to adults age 60 and older,

who are experiencing early onset of mental illness, or those at risk of mental illness due to being homebound, isolated, or unserved/underserved due to stigma related to mental or behavioral health issues. Target population may be expanded to allow services to be provided to adults' ages 50+ based on assessed need. Participants served between the ages of 50-59, will be assessed based on provider established guidelines that are approved by COUNTY. Program participation shall range in length depending on the Participants' needs and will be up to twelve (12) months.

4. CONTRACTOR's program shall include: outreach and education to the target community, intake and assessment for eligibility, home visits, development of case management service plans, referral and linkage to services and resources, educational and skill building workshops, transportation, socialization groups, peer support, individual and group therapeutic interventions, and Geropsychiatrist consultations and training for primary care personnel.

5. CONTRACTOR's program shall include, but is not limited to, provision of the following service components as outlined below:

a. Outreach: CONTRACTOR shall conduct countywide outreach using multiple strategies to educate, promote visibility, and provide program and referral information to agencies, service providers and individuals in the community who work with, come in contact with, or may be aware of isolated older adults. CONTRACTOR shall collaborate with other HCA contract providers to ensure that outreach efforts are coordinated countywide.

b. Screening: CONTRACTOR shall conduct initial intake interviews to screen potential Participants via phone or in person within three (3) business days of the initial referral to assess the individual's eligibility for the program. Eligibility criteria includes underserved or unserved individuals age 60 years or older who are experiencing early onset of mental illness or who are at risk for developing behavioral health conditions due to isolation, lack of support systems or lack of community engagement. CONTRACTOR shall assign Participants to a waiting list if necessary and shall maintain periodic contact with waitlisted Participants until such time as a staff member can begin face-to-face contact with the Participant.

c. Assessment: CONTRACTOR shall conduct in-person a comprehensive assessment to evaluate the Participant's strengths, vulnerabilities, interests, behavioral health conditions, levels of functioning, impairment and socialization, social interaction, and demographic characteristics. CONTRACTOR shall use HCA's current standardized screening and assessment tools including, but not limited to, Patient Health Questionnaire (PHQ-9), General Anxiety Disorder (GAD 7), UCLA's 3-Item Loneliness Scale, quality of life survey, and the Anonymous Feedback Survey. Other appropriate tools/measures may be added and/or substituted upon mutual agreement between CONTRACTOR and ADMINISTRATOR.

d. Linkage to Managed Care: CONTRACTOR shall link all Participants assessed as having mild to moderate treatment needs for whom appropriate treatment is available, with their managed care plan.

e. Home Visits: CONTRACTOR shall conduct home visits with Participants. Home visits are face-to-face meetings with a Participant and staff member outside of CONTRACTOR's designated facility. Home visits shall take place in the Participant's home, or if appropriate, at other locations that may be convenient for the Participant. Emphasis should be given to home visits as the first point of contact into the program. All Participants shall be screened and assessed at their home visit and shall be directly involved in the development of their case management service plan. Home visits shall continue on a regular basis for those Participants not linked to managed care until the Participant is actively involved in outside activities. Home visits consist of but are not limited to: conducting initial assessments, creating a service plan with the Participant, providing education and resources to the Participant, assisting with life skills development, arranging transportation, and making referrals and linkages to community resources.

f. Case Management Service Plan: CONTRACTOR shall provide case management by developing a case management service plan for each Participant admitted into the program to address any physical, behavioral, social and environmental needs identified during the initial, comprehensive screening and assessment. This plan shall include: 1) Statement of the problem experienced by the Participant to be addressed, 2) Statement of objectives to be reached that address each problem or impairment, 3) Statement of actions that will be taken by CONTRACTOR or the Participant to address the barriers/problems or impairments including but not limited to: socialization and connection to the community, educational/skills building and life functioning needs, issues identified in their clinical assessments as related to their overall levels of functioning and appropriate therapeutic interventions, transportation needs, referrals and linkages to primary care, psychiatric services or any other community services, other identifiable issues related to their overall levels of functioning and connection to their communities, and, 4) Target dates for accomplishment of actions and objectives. Participants shall be directly involved in the development of their case management service plans. CONTRACTOR shall review the action plan, goals and objectives with the Participant and document the progress in the Participant's chart. The Plan will be

updated at reassessments and/or during a transition in services, or when there is a change in problem identification.

g. Referral and Linkages: CONTRACTOR shall connect Participants to

appropriate community programs, resources and services through referral and follow-up to ensure connections/linkages have been made to support services. If Participants do not have an existing Primary Care Physician, CONTRACTOR shall assist them with linking to a plan that may include: selecting a provider, enrolling in the plan, etc. Referrals are to be collected and tracked based on HCA's current referral and linkage categories and will include tracking referrals and linkages to managed care plans as applicable.

h. Therapeutic Interventions: CONTRACTOR shall provide individual, and group therapeutic interventions based on clinical assessments to Participants who demonstrate a need and who do not qualify for managed care. Therapeutic activity shall utilize best practices and evidence-based approaches as approved by ADMINISTRATOR. Staff providing individual and group therapeutic interventions are to be supervised by a clinical supervisor. Therapeutic individual and group intervention, when provided, shall be documented in the Participant's chart in the progress notes.

i. Educational Workshops/Skills Groups: CONTRACTOR shall conduct educational/ workshops and group counseling in a group setting for three (3) or more Participants. Group intervention and activities may include, but are not limited to, process groups, educational seminars and workshops that focus on topics promoting mental health and contain a therapeutic component. Topics can include but are not limited to behavioral health well-being, wellness skills and physical health management. Workshops/groups shall be held throughout Orange County at locations that will connect the Participants to programs or community centers in their own communities and in their preferred language(s).

j. Skills building and Socialization Groups: CONTRACTOR shall facilitate skills building activity and socialization groups/activities for three (3) or more Participants either in-person or virtually to provide an opportunity for learning practical skills and having social interaction with others. These groups shall be held throughout Orange County at locations that will connect Participants to programs or community centers in their own communities and in their preferred language(s).

k. Transportation: CONTRACTOR shall provide or facilitate transportation services to behavioral health support services, group socialization activities and events for Participants who do not have acceptable access to transportation and assist Participants in addressing long term transportation needs (e.g., educate Participants about public transportation options, link them to supportive family/neighbors to assist in transportation, etc.). Subcontracting with transportation agencies, ride share services, or alternative service providers will be considered to meet the transportation needs of Participants.

l. Geropsychiatrist Consultation and Training Hours: CONTRACTOR shall

subcontract with a psychiatrist who specializes in geropsychiatry to conduct psychiatric screenings and assessments to Participants who exhibit unmanaged mental health symptoms. For each Participant that is screened and assessed, the psychiatrist shall submit a report of the findings including clinical observations and a proposed intervention plan to CONTRACTOR. If needed, the psychiatrist shall provide direct communication with Participant's primary care physician to facilitate continuum of care. Psychiatrist shall also provide clinical advice and consultation regarding individual cases to CONTRACTOR. The geropsychiatrist will also collaborate with Participant's case manager regarding their case management services plan. Services may also include follow-up consultations and short-term medication prescriptions until linkages to appropriate medical resources is made. The psychiatrist provides training and education to primary care physicians and clinical and medical community staff on assessing, identifying and treating isolated older adults to reduce the incidence and severity of mental health issues in this population. CONTRACTOR shall offer Participants who demonstrate a high risk of behavioral health conditions individualized access to a more intensive assessment of psychosocial vulnerabilities, and when applicable, provide follow-up consultation and prescribe medication as a short-term stop gap intervention to assist Participants in managing their behavioral health condition until CONTRACTOR connects them with other, more appropriate resources.

m. Completion/Discharge: CONTRACTOR shall encourage the gradual transition of Participants from individual to group activities during the course of the program. This transition should progress from one-on-one, largely in-home contact with a designated Case Manager and/or Life Coach, to appropriate socialization activities in group settings at community locations designated and facilitated by CONTRACTOR. Participants will receive services ranging from one to twelve months depending on the needs of the Participant. Successful completion or discharge will take place when all of the goals in the service plan have been achieved and assessments have improved. Participants may also exit the program due to other circumstances such as deteriorating health, relocation, or for voluntary reasons.

n. Follow-Up: CONTRACTOR shall conduct a follow-up with Participants within (90) calendar days of the successful transition/discharge out of the program to assess the Participant's status and to support the Participant's ongoing service plan.

o. Volunteers and Peer Mentors: CONTRACTOR shall recruit volunteers as well as engage and promote Participants in becoming volunteers or peer mentors by providing Participants with the necessary support and opportunities to apply knowledge and skills learned while enrolled in services. Peer Support shall be an essential component of the Early Intervention Services and will be structured to allow for ongoing recruitment and training of peers.

Volunteer and Peer mentoring recruitment should include training and a supervision plan.

p. Community Education: CONTRACTOR shall educate the community and/or target groups that work with older adults about the program's nature and scope of services to promote visibility and access. Community education will incorporate messages about stigma reduction to better inform the community on the stigmatization of older adults.

C. UNITS OF SERVICE

1. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units of service as specified below:

SPECIFIC UNIT OF SERVICE	UNITS OF SERVICE
HOME VISITS	«UOS_1»
REFERRALS	«UOS_2»
LINKAGES	«UOS_3»
EDUCATIONAL, SKILLS & SOCIALIZATION GROUPS	«UOS_4»
GEROPSYCHIATRY HOURS	«UOS_5»
THERAPEUTIC INDIVIDUAL & GROUP SESSIONS (HOURS)	«UOS_6»
UNDUPLICATED PARTICIPANTS	«UOS_7»
OUTREACH/EDUCATION EVENTS	«UOS_8»

2. CONTRACTOR shall strive to meet the following goals for Early Intervention Services for Older Adults in line with the PEI Component of the MHSA Plan:

a. Develop and implement strategies that stop mental illness from becoming severe and disabling;

b. Change community conditions known to contribute to behavioral health concerns by incorporating the values of cultural competence, consumer and community empowerment, collaboration, and inclusion; and

c. Provide services that emphasize recovery, wellness, and resilience.

3. CONTRACTOR shall provide ADMINISTRATOR with monthly program goal reports by the twentieth (20th) of each month or as needed upon request.

4. ADMINISTRATOR may adjust Program Goals based on need and upon any updates made to the MHSA Plan.

D. OUTCOME MEASURES

1. CONTRACTOR shall measure and store outcomes using HCA's universal method of collecting and storing data. CONTRACTOR will be given access to HCA's provided data reporting system. CONTRACTOR shall utilize said data collection system(s) for tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall follow all security measures as required by COUNTY when using the reporting system.

2. HCA DATABASE ACCESS

a. ADMINISTRATOR will provide CONTRACTOR the necessary access for appropriate individual staff to access HCA databases at no cost to CONTRACTOR.

b. ADMINISTRATOR will issue access for CONTRACTOR's staff members who require access to database(s) upon initial hiring or as a replacement for staff.

c. CONTRACTOR shall inform ADMINISTRATOR within forty-eight (48) hours under the following conditions:

1) Name of each staff member who no longer requires access to database.
2) Name of each staff member who no longer supports this Contract.
3) Name of each staff member who leaves employment of CONTRACTOR.

3. Satisfaction and knowledge surveys may be completed to measure increases in knowledge and level of satisfaction of services.

a. Contractor shall complete all surveys, tools and pre/post tests for measurement of outcomes of services, as requested by ADMINISTRATOR. Measures shall include, but are not limited to, the Patient Health Questionnaire (PHQ-9), General Anxiety Disorder (GAD 7), UCLA's 3-Item Loneliness Scale, quality of life survey and Anonymous Feedback Survey.

4. CONTRACTOR shall ensure that all persons in need of resources will receive referrals to community providers and OC Navigator.

5. CONTRACTOR shall, at a minimum, track, implement and achieve the following outcomes:

a. reduced feelings of isolation and loneliness as reported by 75% of Participants
b. decreased mental health symptoms as reported by 75% of Participants
c. increased quality of life as reported by 75% of Participants
d. 60% or eligible referrals will result in linkages

6. CONTRACTOR shall record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; Sexual Orientation and Gender Identification (SOGI) data, veterans, and others such as hearing or visually impaired

in the HCA data collection system.

7. CONTRACTOR agrees to monitor and/or provide additional data or outcomes as requested by ADMINISTRATOR in the format, requested by ADMINISTRATOR.

8. Referral and Linkage

a. Referrals are to be collected and tracked based on HCA's current referral and linkage categories. Referrals and linkages should be documented on HCA's referral and linkage form and noted in the Participant's file, if applicable.

b. CONTRACTOR shall submit a monthly report of contacts, referrals, and linkages to ADMINISTRATOR due on the twentieth (20th) of each month. CONTRACTOR shall develop and maintain a database of resources to be used for referrals and linkages.

9. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.

10. CONTRACTOR shall follow the established HCA data evaluation plan for Early Intervention Services for Older Adults and conduct on-going evaluations of the program and data and provide analysis to ADMINISTRATOR as requested and, in a format, approved by ADMINISTRATOR.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-1 to the Contract.

VII. STAFFING

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

	PERIOD SIX	PERIOD SEVEN
DIRECT ADMINISTRATION		
«ADMIN_1_1»	«FTE_6»	«FTE_7»
«ADMIN_2_1»	«FTE_6»	«FTE_7»
«ADMIN_3_1»	«FTE_6»	«FTE_7»
«ADMIN_4_1»	«FTE_6»	«FTE_7»

SUB TOTAL DIRECT ADMINISTRATION	«SUBADMIN_FTE_6»	«SUBADMIN_FTE_7»
DIRECT PROGRAM	«FTE_6»	«FTE_7»
«PGM_1_1»	«FTE_6»	«FTE_7»
«PGM_2_1»	«FTE_6»	«FTE_7»
«PGM_3_1»	«FTE_6»	«FTE_7»
«PGM_4_1»	«FTE_6»	«FTE_7»
SUBTOTAL DIRECT PROGRAM	«SUBPRO_FTE_6»	«SUBPRO_FTE_7»
TOTAL	«TTL_FTE_6»	«TTL_FTE_7»

B. CONTRACTOR shall ensure that staff who provide Early Intervention Services to Older Adults are trained to provide services such as home visits, case management, socialization group facilitation, and group education facilitation and trained to meet the needs specific to the program's target populations.

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

D. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring Policy and Procedures; 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.

E. If volunteers are used and applicable to services, CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written

approval of ADMINISTRATOR.

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

G. CONTRACTOR shall establish clear Policy and Procedures pertaining to equipment usage (e.g., cell phones, texting devices, and computers). The Policy and Procedures shall address, at the minimum, the following:

1. Eligibility and selection criteria;
2. Staff's on-duty conduct and responsibilities;
3. Supervision plan of staff and equipment including emergency procedure; and
4. Confidentiality and records keeping.

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

I. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) calendar 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 Contract.

J. TRAININGS

1. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State and Federal regulatory requirements.

2. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Behavioral Health Cultural Competency Plan submitted and approved by the State.

3. CONTRACTOR shall comply with HCA's CLAS Standards as approved by the state and as defined in this Exhibit A-1 of this Contract.

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-1 to the Contract."

This Amendment No. 3 modifies the Master Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 3 and the Master

Contract, the terms and conditions of this Amendment No. 3 shall prevail. In all other respects, the terms and conditions of the Master Contract, not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be that of either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or bylaws demonstrating the legal authority of the signature to bind the company.

Contractor:

Print Name	Title
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Deputy Purchasing Agent Title
Signature	Date

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

Brittany McLean Print Name	Deputy County Counsel Title
DocuSigned by: Brittany McLean 71CFE638662E411... Signature	5/29/2024 Date