



# Revision to ASR and/or Exhibits/Attachments

**Date:** June 16, 2011  
**To:** Darlene J. Bloom, Clerk of the Board of Supervisors  
**CC:** County Executive Office  
**From:** David L. Riley, Director, Health Care Agency  
**RE:** *for* Agenda Item(s) #~~38~~<sup>38</sup> for the 6/21/2011 Board Meeting  
**ASR Control #(s):** 10-001834  
**Subject:** Revise Agenda Item for Community Outreach Services  
 (Continued to 6/21/11 Board Meeting)

2011 JUN 16 PM 3:25  
 RECEIVED  
 COUNTY OF ORANGE  
 CLERK OF SUPERVISORS  
*Boyle*  
*Wilson*

**Explanation:**

The Health Care Agency requests to revise the agenda item for Community Outreach Services, as noted below.

Revised Recommended Action(s)

Approve the selection of and the Agreement with Latino Center for Prevention and Action in Health Welfare dba Latino Health Access for provision of ~~Promotora Program~~ Community Outreach Services/Promotora Model with a maximum obligation of \$1,034,151 for the period of July 1, 2011 through June 30, 2012, and a maximum obligation of \$510,714 for the period July 1, 2012 through June 30, 2013, for a maximum obligation of \$1,544,865.

Make modifications to the:

- Subject
- Background Information
- Summary

**SUBJECT:**

Agreement for ~~Promotora Program~~ Community Outreach Services/Promotora Model.

**SUMMARY:**

The Health Care Agency requests approval of the selection of and the Agreement with Latino Center for Prevention and Action in Health Welfare dba Latino Health Access for the provision of ~~Promotora Program~~ Community Outreach Services.

## BACKGROUND INFORMATION:

On March 2, 2010, the Health Care Agency (HCA) issued a Request for Proposals (RFP) inviting all interested parties to submit proposals to provide Prevention and Early Intervention Services, using the Promotora Model Program Services. In accordance with the Mental Health Services Act of 2004 (Proposition 63).

A total of 4,960 organizations were notified of the RFP and HCA received a total of seven responsive proposals.

The evaluation panel composed of two HCA representatives and two Community representatives evaluated all proposals and have recommended Latino Center for Prevention and Action in Health Welfare dba Latino Health Access (LHA) for contract to provide the-promotora community outreach services/promotora model for the period of July 1, 2011 through June 30, 2013.

LHA has extensive experience in providing meaningful promotora practices and application of a community services outreach program/promotora model services (health promoter) and other mental health services to the Orange County community. They demonstrated the ability to impact hard to reach populations and articulated the desire and willingness to share their knowledge and skills by training other community-based organizations on how the model might work for their respective populations.

The promotora-community outreach model/promotora model services uses a trained community health educator approach to educate and provide resources to communities. The goal is to raise awareness and increase knowledge about mental health issues, associated risk factors and protective factors and available community resources in Orange County. The program will provide community and parenting education, skill development, support groups, and case management services for any Orange County parents/caregivers of children and/or adolescents, especially those with signs and symptoms of emotional or behavioral challenges. Additionally, individualized services will be offered to support any Orange County parents/caregivers who have emotional or behavioral health issues while caring for their children and/or adolescents. Direct services will be provided throughout Orange County to a wide range of communities/individuals. Additionally, a one-time training component will allow the community outreach model/promotora model become relevant to the different community groups serving or advocating specific populations in need. It is anticipated that the promotora program-community outreach services/promotora model will serve over 16,000 community members from regions throughout the county for the term of the agreement.

Negotiations have been concluded to provide services in the amounts of \$1,034,151 for the period July 1, 2011 through June 30, 2012; and \$510,714 for the period July 1, 2012 through June 30, 2013; for a total maximum obligation of \$1,544,865. Funding for the period July 1, 2011 through June 30, 2012 includes start-up costs, in the amount of \$53,381, for new staff trainings, equipment, and materials needed to support the new program. Additional one-time funding will be provided for LHA to implement a community training component. This training component entails the following: a) conduct seminars to educate and promote the practices and application of a promotora-community outreach model/promotora model model-training to community based organizations; b) recruit, select and train 250 staff from various community-based organizations on the practices and applications of the promotora-community outreach model/promotora model program; and c) train a minimum of 15 managers from these organizations on how to recruit, train, and supervise promotora-community

outreach /promotora staff. The funding for the period July 1, 2012 through June 30, 2013 is decreased to reflect completion of the community-based training component, with no additional start-up or one-time funding.

The anticipated outcomes for this program will include increased participants' knowledge of parenting skills; increased community awareness of mental health issues and resources; and improved community services through training on the practices, application and use of a community outreach model/promotora model participants' satisfaction survey. These outcomes will be measured by instruments such as pre and post surveys, evaluation forms, and questionnaires.

LHA will subcontract with three individuals to provide staff training, supervision, consultation, and program evaluation support services, in the amount of \$37,125 for the term of the agreement.

The Health Care Agency requests that your Honorable Board approve the selection of and the Agreement with Latino Center for Prevention and Action in Health Access dba Latino Health Access as referenced in the Recommended Action.

Revised Exhibits/Attachments (attached)

A. Agreement for Provision of ~~Promotora~~ Community Outreach Services between the County of Orange and Latino Center for Prevention and Action in Health and Welfare dba Latino Health Access

Additional Information and/or Correspondence (attached)



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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2011 through June 30, 2013

"Period One" means the period from July 1, 2011 through June 30, 2012

"Period Two" means the period from July 1, 2012 through June 30, 2013

<b>Maximum Obligation:</b>	Period One Maximum Obligation:	\$1,034,151
	Period Two Maximum Obligation:	<u>510,714</u>
	<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$1,544,865</b>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Provisional Amount

**Notices to COUNTY and CONTRACTOR:**

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

**CONTRACTOR:** Latino Center for Prevention and Action in Health and Welfare  
dba Latino Health Access  
450 W. 4th Street  
Santa Ana, CA 92706

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A attached hereto and incorporated herein by reference, fully  
3 expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this  
4 Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition  
5 to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in  
6 writing and formally approved and executed by both parties.  
7

8 **II. ASSIGNMENT OF DEBTS**

9 Unless this Agreement is followed without interruption by another Agreement between the parties  
10 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
11 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
12 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by  
13 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the  
14 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
15 said persons, shall be immediately given to COUNTY.  
16

17 **III. COMPLIANCE**

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

21 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant  
22 policies and procedures relating to ADMINISTRATOR's Compliance Program.

23 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and  
24 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")  
25 relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related  
26 policies and procedures.

27 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or  
28 establish its own, provided CONTRACTOR's Compliance Program has been approved by  
29 ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7.  
30 below.

31 4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy  
32 of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty  
33 (30) calendar days of award of this Agreement.

34 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's  
35 Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or  
36 shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.  
37 //

1 6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's  
2 Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns,  
3 volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered  
4 Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and  
5 related policies and procedures.

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

10 B. SANCTION SCREENING - CONTRACTOR shall screen all Covered Individuals employed or  
11 retained to provide services related to this Agreement to ensure that they are not designated as  
12 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services  
13 Administration's List of Parties Excluded from Federal Programs and the Health and Human  
14 Services/Office of Inspector General List of Excluded Individuals/Entities.

15 1. Ineligible Person shall be any individual or entity who:

16 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
17 federal health care programs; or

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

21 2. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
22 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
23 Agreement.

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

30 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
31 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
32 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

33 5. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
34 and state funded health care services by contract with COUNTY in the event that they are currently  
35 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
36 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
37 //

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
2 business operations related to this Agreement.

3 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
4 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
5 Such individual or entity shall be immediately removed from participating in any activity associated  
6 with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary from  
7 CONTRACTOR for services provided by ineligible person or individual.

8 7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days after  
9 the overpayment is verified by the ADMINISTRATOR.

10 C. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training  
11 and Provider Compliance Training, where appropriate, available to Covered Individuals.

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

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

15 3. Each Covered Individual attending training shall certify, in writing, attendance at  
16 compliance training. CONTRACTOR shall retain the certifications. Upon written request by  
17 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

18 D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence  
19 by ADMINISTRATOR’s employees and contract providers.

20 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
21 ADMINISTRATOR’s Code of Conduct.

22 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and  
23 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")  
24 relative to this Agreement are made aware of ADMINISTRATOR’s Code of Conduct.

25 3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or  
26 establish its own provided CONTRACTOR’s Code of Conduct has been approved by  
27 ADMINISTRATOR’s Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and D.8.  
28 below.

29 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its  
30 Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

31 5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of  
32 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be  
33 asked to acknowledge and agree to the ADMINISTRATOR’s Code of Conduct.

34 6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR,  
35 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of  
36 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this  
37 Agreement are made aware of CONTRACTOR’s Code of Conduct.

1 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then  
2 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that  
3 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

4 8. Failure of CONTRACTOR to timely submit the acknowledgement of  
5 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure  
6 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall  
7 constitute grounds for termination of this Agreement as to the non-complying party.

8 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

9 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
10 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
11 and are consistent with federal, state and county laws and regulations.

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

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

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

20  
21 **IV. CONFIDENTIALITY**

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

25 1. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
26 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
27 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with California Civil  
28 Code, Division 1, Part 2.6 relating to confidentiality of medical information.

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

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

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1 of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,  
2 consultants, subcontractors, volunteers and interns.

#### 3 4 **V. COST REPORT**

5 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a  
6 portion thereof, no later than sixty (60) calendar days following the period for which they are prepared or  
7 termination of this Agreement. CONTRACTOR shall prepare the Cost Reports in accordance with all  
8 applicable federal, state and county requirements and generally accepted accounting principles.  
9 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,  
10 and funding sources in accordance with such requirements and consistent with prudent business practice,  
11 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,  
12 and available at any time to ADMINISTRATOR upon reasonable notice.

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

16 a. CONTRACTOR may be assessed a late penalty of one hundred dollars (\$100) for each  
17 business day after the above specified due date that the accurate and complete Cost Report is not  
18 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late  
19 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by  
20 CONTRACTOR.

21 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
22 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the Cost  
23 Report is delivered to ADMINISTRATOR.

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

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

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

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1 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
2 less applicable revenues and late penalty, not to exceed the applicable Maximum Obligation for each  
3 period as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not  
4 claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and  
5 county laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,  
6 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be  
7 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)  
8 calendar days of submission of the Cost Reports or COUNTY may elect to reduce any amount owed  
9 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

21 F. The Cost Report for each period shall contain the following attestation, which may be typed  
22 directly on or attached to the 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  
27 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
28 allowable and directly or indirectly related to the services provided and that this Cost  
29 Report is a true, correct, and complete statement from the books and records of  
30 (provider name) in accordance with applicable instructions, except as noted. I also  
31 hereby certify that I have the authority to execute the accompanying Cost Report.

32  
33 Signed \_\_\_\_\_  
34 Name \_\_\_\_\_  
35 Title \_\_\_\_\_  
36 Date \_\_\_\_\_"

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1 B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any  
2 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
3 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
4 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
5 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
6 purchased asset in an Equipment inventory.

7 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY  
8 the cost of specified items of Equipment purchased by CONTRACTOR. To "expense," in relation to  
9 Equipment, means to charge the full cost of Equipment in the fiscal year in which it is purchased. Title  
10 of expensed Equipment shall be vested with COUNTY and the Equipment shall be deemed to be  
11 "Loaned Equipment" while in the possession of CONTRACTOR.

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

17 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
18 inventories of Loaned Equipment. Equipment shall be tagged with a COUNTY issued tag. Upon  
19 demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to  
20 COUNTY.

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

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

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

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1 **IX. FACILITIES, PAYMENTS AND SERVICES**

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

7  
8 **X. INDEMNIFICATION AND INSURANCE**

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

19 B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall  
20 maintain in force at all times during the term of this Agreement a policy, or policies, of insurance  
21 covering its operations as specified in the Referenced Contract Provisions of this Agreement.

22 C. All insurance policies except Workers' Compensation and Employer's Liability shall contain the  
23 following clauses:

24 1. "The County of Orange is included as an additional insured with respect to the operations of  
25 the named insured performed under contract with the County of Orange."

26 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess of,  
27 and not contribute with, insurance provided by this policy."

28 3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)  
29 calendar days written notice has been given to Orange County HCA/Contract Development and  
30 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

31 D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be  
32 mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.

33 E. All insurance policies required by this contract shall waive all rights of subrogation against the  
34 County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers,  
35 agents and employees when acting within the scope of their appointment or employment.

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1 **XI. INSPECTIONS AND AUDITS**

2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
3 of the State of California, the Secretary of the United States Department of Health and Human Services,  
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have  
5 access to any books, documents, and records, including but not limited to, medical and client records, of  
6 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a  
7 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
8 during the periods of retention set forth in the Records Management and Maintenance paragraph of this  
9 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services  
10 provided pursuant to this Agreement, and the premises in which they are provided.

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

15 C. **AUDIT RESPONSE**

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

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

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

32 **XII. LICENSES AND LAWS**

33 A. CONTRACTOR, its officers, agents, employees, and subcontractors shall, throughout the term  
34 of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and  
35 exemptions necessary for the provision of the services hereunder and required by the laws and  
36 regulations of the United States, State of California, COUNTY, and any other applicable governmental  
37

1 agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability  
2 to obtain or maintain, irrespective of the pendency of an appeal, permits, licenses, approvals, certificates,  
3 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

4 B. The parties shall comply with all laws, rules or regulations applicable to the services provided  
5 hereunder, as any may now exist or be hereafter amended or changed, except those provisions or  
6 application of those provisions waived by the Secretary of the Department of Health and Human  
7 Services. These laws, regulations, and requirements shall include, but not be limited to:

- 8 1. State of California Welfare and Institutions Code (WIC), Divisions 5, 6 & 9;
- 9 2. State of California Health and Safety Code, Sections 1250 et seq.;
- 10 3. State of California Penal Code (PC), Part 4, Title 1, Chapter 2, Article 2.5 relating to Child  
11 Abuse Reporting;
- 12 4. California Code of Regulations (CCR), Title 9, Title 17, and Title 22;
- 13 5. Code of Federal Regulations (CFR), Title 42 and Title 45;
- 14 6. United States Code (U.S.C.A.) Title 42;
- 15 7. Federal Social Security Act, Title XVIII and Title XIX;
- 16 8. The Americans with Disabilities Act of 1990 (42 U.S.C.A., Chapter 126, 12101, et seq.);
- 17 9. The Clean Air Act (42 U.S.C.A. Section 114 and Section 1857, et seq.);
- 18 10. The Federal Water Pollution Control Act (33 U.S.C.A. 84, Section 308 and  
19 Sections 1251 et seq.);
- 20 11. Federal single Audit Act of 1984 (31 U.S.C.A. 7501.70);
- 21 12. Policies and procedures set forth in Mental Health Plan (MHP) Letters;
- 22 13. Policies and procedures set forth in Department of Mental Health (DMH) Letters;
- 23 14. Health Insurance Portability and Accountability Act (HIPAA), as it may exist now, or be  
24 hereafter amended, and if applicable.
- 25 15. Office of Management and Budget (OMB) Circulars A-87, A-89, A-110, A122.

26 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

- 27 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
28 of the award of this Agreement:
  - 29 a. In the case of an individual contractor, his/her name, date of birth, social security  
30 number, and residence address;
  - 31 b. In the case of a contractor doing business in a form other than as an individual, the  
32 name, date of birth, social security number, and residence address of each individual who owns an  
33 interest of ten percent (10%) or more in the contracting entity;
  - 34 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
35 state reporting requirements regarding its employees;
  - 36 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
37 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

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

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

### 10 11 **XIII. LITERATURE AND ADVERTISEMENTS**

12 A. Any written information or literature, including educational or promotional materials,  
13 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
14 to this Agreement must be approved in advance and in writing by ADMINISTRATOR before  
15 distribution. For the purposes of this Agreement, distribution of written materials shall include, but not  
16 be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the  
17 Internet. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR  
18 consents thereto in writing.

19 B. Any advertisement through radio, television broadcast, or the Internet, for educational or  
20 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
21 Agreement must be approved in advance and in writing by ADMINISTRATOR.

### 22 23 **XIV. MAXIMUM OBLIGATION**

24 The Total Maximum Obligations of COUNTY for services provided in accordance with this  
25 Agreement and the separate Maximum Obligations for Period One and Period Two are as specified in  
26 the Referenced Contract Provisions of this Agreement.

### 27 28 **XV. NONDISCRIMINATION**

#### 29 **A. EMPLOYMENT**

30 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully  
31 discriminate against any employee or applicant for employment because of his/her ethnic group  
32 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),  
33 sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall warrant  
34 that the evaluation and treatment of employees and applicants for employment are free from  
35 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
36 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
37 including apprenticeship. There shall be posted in conspicuous places, available to employees and

1 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
2 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

3 2. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
4 shall state that all qualified applicants will receive consideration for employment without regard to  
5 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
6 (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirement  
7 shall be deemed fulfilled by use of the phrase "an equal opportunity employer."

8 3. Each labor union or representative of workers with which CONTRACTOR has a collective  
9 bargaining agreement or other contract or understanding must post a notice advising the labor union or  
10 workers' representative of the commitments under this Nondiscrimination paragraph and shall post  
11 copies of the notice in conspicuous places available to employees and applicants for employment.

12 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the  
13 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
14 ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age  
15 (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with  
16 Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964  
17 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); and Title 9,  
18 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other  
19 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
20 regulations, as all may now exist or be hereafter amended or changed.

21 1. For the purpose of this subparagraph B., "discrimination" includes, but is not limited to the  
22 following based on one or more of the factors identified above:

23 a. Denying a client or potential client any service, benefit, or accommodation.

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

26 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
27 by others receiving any service or benefit.

28 d. Treating a client differently from others in satisfying any admission requirement or  
29 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
30 any service or benefit.

31 e. Assignment of times or places for the provision of services.

32 2. Complaint Process - CONTRACTOR shall establish procedures for advising all clients  
33 through a written statement that CONTRACTOR's clients may file all complaints alleging  
34 discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the  
35 COUNTY's Patient's Rights Office. CONTRACTOR's statement shall advise clients of the following:

36 a. Whenever possible, problems shall be resolved informally and at the point of service.

37 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

1 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
2 CONTRACTOR either orally or in writing.

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

5 2) Throughout the problem resolution and grievance process, client rights shall be  
6 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be  
7 informed of their right to access the Patients' Rights Office at any time.

8 b. In those cases where the client's complaint is filed initially with the Patients' Rights  
9 Office, the Patients' Rights Office may proceed to investigate the client's complaint.

10 c. Within the time limits procedurally imposed, the complainant shall be notified in  
11 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file  
12 an appeal with the Patients' Rights Office.

13 C. PERSONS WITH DISABILITIES - CONTRACTOR agrees to comply with the provisions of  
14 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1  
15 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the  
16 prohibition of discrimination against qualified persons with disabilities in all programs or activities, as  
17 they exist now or may be hereafter amended together with succeeding legislation.

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

23 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
24 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR  
25 may be declared ineligible for further contracts involving federal, state or county funds.

## 27 **XVI. NOTICES**

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by electronic mail; or

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

37 //

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

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

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

11 E. In the event of a death, notification shall be made in accordance with the Notification of Death  
12 paragraph of this Agreement.

13  
14 **XVII. NOTIFICATION OF DEATH**

15 **A. NON-TERMINAL ILLNESS DEATH**

16 1. CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon  
17 becoming aware of the death due to non-terminal illness of any person served hereunder; provided,  
18 however, weekends and holidays shall not be included for purposes of computing the time within which  
19 to give telephone notice and, notwithstanding the time limit herein specified, notice need only be given  
20 during normal business hours.

21 2. In addition, CONTRACTOR shall, within sixteen (16) hours after such death, hand deliver  
22 or fax, a written Notification of Non-Terminal Illness Death to ADMINISTRATOR.

23 3. The telephone report and written Notification of Non-Terminal Illness Death shall contain  
24 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the  
25 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

26 **B. TERMINAL ILLNESS DEATH**

27 1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,  
28 or postmarked within forty-eight (48) hours of becoming aware of the death due to terminal illness of  
29 any person served hereunder. The Notification of Terminal Illness Death shall contain the name of the  
30 deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of  
31 CONTRACTOR's officers or employees with knowledge of the incident.

32 2. If there are any questions regarding the cause of death of any person served hereunder who  
33 was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death,  
34 CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with subparagraph A.  
35 above.

36 //

37 //

1 **XVIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

9  
10 **XIX. RECORDS MANAGEMENT AND MAINTENANCE**

11 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term  
12 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in  
13 accordance with this Agreement and all applicable requirements, which include, but are not limited to:

14 1. California Code of Regulation Title 22, §§70751(c), 71551(c), 73543(a), 74731(a),  
15 75055(a), 75343(a), and 77143(a).

16 2. State of California, Health and Safety Code §123145.

17 3. Title 45 Code of Federal Regulations (CFR), §164.501; §164.524; §164.526; §164.530(c)  
18 and (j).

19 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
20 safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or  
21 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability  
22 Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies and Procedures  
23 (P&P) (COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the  
24 known harmful effect of any use or disclosure of protected health information made in violation of  
25 federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

11           2. Provide auditor or other authorized individuals access to documents via a computer  
12 terminal.

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

15           H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
16 security of Personally Identifiable Information (PII) and/or Protected Health Information (PHI).  
17 CONTRACTOR shall, immediately upon discovery of a breach of privacy and/or security of PII and/or  
18 PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or  
19 facsimile.

20           I. CONTRACTOR may be required to pay any costs associated with a breach of privacy and/or  
21 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall  
22 pay any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI.

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

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

31           L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
32 billings, and revenues available at one (1) location within the limits of the County of Orange.

33           M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
34 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
35 CONTRACTOR.

36           N. CONTRACTOR may be required to retain all records involving litigation proceedings and  
37 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

1 O. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request  
2 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that  
3 is requested by the PRA request.

#### 4 5 **XX. SEVERABILITY**

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

#### 11 12 **XXI. SPECIAL PROVISIONS**

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

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

16 2. Lobbying any governmental agency or official or making political contributions.

17 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
18 Title 31, U.S.C.A, Section 1352 (e.g., limitation on use of appropriated funds to influence certain federal  
19 contracting and financial transactions).

20 3. Supplanting current funding for existing services.

21 4. Fundraising.

22 5. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
23 CONTRACTOR's staff, volunteers, or members of the Board of Directors.

24 6. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or  
25 services.

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

29 8. Paying an individual salary or compensation for services at a rate in excess of the current  
30 Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management  
31 (OPM). The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

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

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

36 2. Providing inpatient hospital services or purchasing major medical equipment.

37 //

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

3 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
4 CONTRACTOR's clients.

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

6 6. Making phone calls outside of the local area unless documented to be directly for the  
7 purpose of client care.

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

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

## 11 **XXII. STATUS OF CONTRACTOR**

12  
13 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
14 wholly responsible for the manner in which it performs the services required of it by the terms of this  
15 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
16 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
17 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
18 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR  
19 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
20 subcontractors as they relate to the services to be provided during the course and scope of their  
21 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
22 entitled to any rights or privileges of COUNTY employees and shall not be considered in any manner to  
23 be COUNTY employees.

## 24 **XXIII. TERM**

25  
26 The term of this Agreement shall commence and terminate as specified in the Referenced Contract  
27 Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement;  
28 provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend  
29 beyond this term, including but not limited to, obligations with respect to confidentiality,  
30 indemnification, audits, reporting and accounting.

## 31 **XXIV. TERMINATION**

32  
33 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days  
34 written notice given the other party.

35 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon  
36 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this  
37 //

1 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30)  
2 calendar days for corrective action.

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

5 1. The loss by CONTRACTOR of legal capacity.

6 2. Cessation of services.

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

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

11 5. The loss of accreditation or any license required by the Licenses and Laws paragraph of this  
12 Agreement.

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

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

19 D. CONTINGENT FUNDING

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

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

23 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
24 approved by the Board of Supervisors.

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

29 E. In the event this Agreement is terminated prior to the completion of the term as specified in the  
30 Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion,  
31 reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the  
32 Agreement.

33 F. In the event this Agreement is terminated by either party, after receiving a Notice of  
34 Termination CONTRACTOR shall do the following:

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

37 //

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

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

6 4. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
7 their best interests.

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

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

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

18 G. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
19 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.  
20

21 **XXV. THIRD PARTY BENEFICIARY**

22 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
23 including, but not limited to, any subcontractors or any clients provided services hereunder.  
24

25 **XXVI. WAIVER OF DEFAULT OR BREACH**

26 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
27 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
28 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
29 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
30 Agreement.

31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

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

3  
4 LATINO CENTER FOR PREVENTION AND ACTION IN HEALTH AND WELFARE  
5 dba LATINO HEALTH ACCESS

6  
7 BY:  DATED: June 15, 2011

8  
9 TITLE: CEO

10  
11  
12 COUNTY OF ORANGE

13  
14  
15 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
16 CHAIR OF THE BOARD OF SUPERVISORS

17  
18 SIGNED AND CERTIFIED THAT A COPY  
19 OF THIS DOCUMENT HAS BEEN DELIVERED  
20 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535  
21 ATTEST:

22  
23 \_\_\_\_\_ DATED: \_\_\_\_\_  
24 DARLENE J. BLOOM  
25 Clerk of the Board of Supervisors  
26 Orange County, California

27 APPROVED AS TO FORM  
28 OFFICE OF THE COUNTY COUNSEL  
29 ORANGE COUNTY, CALIFORNIA

30  
31 BY:  DATED: 6/15/2011  
32 DEPUTY

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

1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 COMMUNITY OUTREACH SERVICES/PROMOTORA MODEL  
4 WITH  
5 LATINO CENTER FOR PREVENTION AND ACTION IN HEALTH AND WELFARE  
6 dba LATINO HEALTH ACCESS  
7 JULY 1, 2011 THROUGH JUNE 30, 2013  
8

9 **I. DEFINITIONS**

10 The parties agree to the following terms and definitions, and to those terms and definitions which,  
11 for convenience, are set forth elsewhere in this Agreement.

12 A. Activity Form means a data collection form used to track each activity in which the group  
13 and/or individual participate.

14 B. Admission means completion of the entry and/or intake process for program participants.

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

17 D. Case Management means the delivery of individualized guidance and support services. Case  
18 management services include, but are not limited to, referrals and linkages to needed services and  
19 resources; coaching; and assistance with translation and transportation.

20 E. Community Awareness Campaign means the delivery of planned activities designed to attract  
21 the attention of community members and increase awareness of mental health issues.

22 F. Door to Door Outreach means specific efforts to establish contact with all residents in a targeted  
23 community or area.

24 G. Early Intervention means the act of intervening, interfering or interceding at the manifestation of  
25 a mental health illness, with the intent of measurably improving a mental health problem or to prevent a  
26 mental health problem from getting worse.

27 H. Educational Group Presentation means the delivery of specific mental health awareness  
28 information to a group of at least fifteen (15) persons, for approximately thirty (30) minutes.

29 I. Engagement means the process by which a trusting relationship between a worker and  
30 participant is established with the goal to link the participant to appropriate services.

31 J. Enrollment means the data entry of a participant's program information into a COUNTY-  
32 approved database for purposes of recording and tracking a participant's involvement in the program.

33 K. Evaluation means the systematic investigation of the value and impact of an intervention or  
34 program.

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

36 M. Individual Intervention means the delivery of services to a specific person or family.

37 //

1 N. Information dissemination means the distribution of facts about mental illness, and early  
2 prevention strategies, to community members through tools such as flyers, brochures, posters etc.

3 O. Family Member means any traditional and/or non-traditional support system, significant other or  
4 natural support designated by the participant.

5 P. Health Education means the practice of educating and teaching individuals and groups of people  
6 about behaviors conducive to the promotion, maintenance and restoration of good physical and mental  
7 health.

8 Q. Level of Well-Being means the state of satisfaction, happiness and/or in control that a  
9 participant feels about his/her present situation/condition as measured by a validated instrument/scale.

10 R. Linkage to Services means the process of linking a participant to other pertinent support  
11 services such as self-help groups, social services, residential services, rehabilitation services, vocational  
12 services, job training services or other appropriate services.

13 S. Media Events means culturally relevant activities conducted by CONTRACTOR which are  
14 coordinated with and publicized by the media, including radio and television appearances.

15 T. Mental Health Problem means diminished cognitive, emotional, or social activities, but not to  
16 the extent that the criteria for a mental disorder are met.

17 U. Mental Health Services Act (MHSA) means the law that provides funding for expanded  
18 community mental health services. It is also known as "Proposition 63."

19 V. Mental Health System refers to the institutions, people, and processes involved in mental health  
20 care.

21 W. Organizational Training means training provided to groups and organizations in Orange County  
22 regarding the basic theory and practice of the community outreach model/promotora model.

23 X. Outreach means the face-to-face contact with potential participants to inform, link or recruit  
24 them to appropriate mental health services, which may include activities that involve educating the  
25 community about the services offered and requirements for participation in the programs.

26 Y. Outreach, Engagement, and Intervention Program means a prevention and early intervention  
27 program designed for people at risk of developing a mental illness or who are displaying early signs of  
28 emotional, behavioral or mental instability or co-occurring disorders. Services provided will include  
29 outreach and engagement, information dissemination, education, referral, and structured interventions.

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

32 AA. Parent Education Workshop means the delivery of a series of four planned sessions designed to  
33 instruct parents on risk and protective factors and to improve parenting skills.

34 AB. Personal Record-keeping System is a method for organizing a person's psychological,  
35 educational, medical, civic, and other documents that are pertinent to that person's past, current, and  
36 future status within the community.

37 //

1 AC. Presentation/Speaking Engagement means structured, culturally-appropriate mental health  
2 education and prevention activities directed to participants.

3 AD. Prevention means the group or individual interventions that occur before the initial onset of a  
4 mental health disorder. Prevention promotes positive cognitive, social, and emotional development and  
5 encourages a state of well-being that allows the individuals to function well in the face of changing and  
6 sometimes challenging circumstances.

7 AE. Prevention and Early Intervention (PEI) Plan means the County of Orange's comprehensive  
8 plan, which received approval and funding authorization from the California Department of Mental  
9 Health to implement prevention and early intervention behavioral health services for the purposes of  
10 preventing any onset of a mental health concern (Prevention) and intervening quickly (i.e., usually less  
11 than one year with relatively low-intensity) to measurably improve a mental health problem or concern  
12 very early in its manifestation (Early Intervention) for different target populations in the community.

13 AF. Program Protocol means the written program description, goals, objectives, and policies  
14 established by CONTRACTOR for the program provided pursuant to this Agreement.

15 AG. Community Outreach/Promotora Model means the utilization of trained, respected community  
16 members to engage and educate other community members in the acquisition of health-related  
17 knowledge and skills, as well as increased access to health related resources.

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

24 AI. Protective Factor means the existence of qualities, skills or strengths in an individual or family  
25 that support positive coping skills and relationships.

26 AJ. Referral means the process of sending an individual from one service to another for health-care,  
27 mental health, and/or other support services.

28 AK. Request means an act of asking for a Prevention and Early Intervention service to be rendered to  
29 a prospective participant.

30 AL. Resilience means the personal qualities of optimism and hope and the personal traits of good  
31 problem solving skills that lead individuals to live, work and learn with a sense of mastery and  
32 competence.

33 AM. Resource Linkage means the process of researching and linking participant with community  
34 resources to meet his/her needs.

35 AN. Risk Factor means social or economic experiences that increase the likelihood of the  
36 development of mental health problems.

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1 AO. Unduplicated Participant means an individual that is counted only once, despite how many  
2 programs the individual is enrolled in during a contractual agreement period.

3 AP. Unit of Service means the number and/or type of activities the CONTRACTOR will fulfill  
4 during a contractual agreement period.

5  
6 **II. BUDGET**

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

	PERIOD	PERIOD	
	<u>ONE</u>	<u>TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Indirect Costs	\$ 134,834	66,614	201,448
SUBTOTAL ADMINISTRATIVE	\$ 134,834	\$ 66,614	\$ 201,448
PROGRAM COST			
Salaries	\$ 422,179	\$284,221	\$ 706,390
Benefits	97,101	65,369	162,470
Services and Supplies	295,531	88,520	384,051
Start-up Costs	53,381	0	53,381
Subcontractors	<u>31,125</u>	<u>6,000</u>	<u>37,125</u>
SUBTOTAL PROGRAM	\$ 899,371	\$444,100	\$1,343,417
TOTAL MAXIMUM OBLIGATION	\$1,034,151	\$510,714	\$1,544,865

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

1 **III. PAYMENTS**

2 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of  
3 \$86,179 per month for Period One, and \$42,560 per month for Period Two,; provided, however, that the  
4 total of such payments to CONTRACTOR shall not exceed COUNTY's Maximum Obligations for each  
5 Period as set forth in the Referenced Contract Provisions paragraph of this Agreement.

6 B. Monthly payments are interim payments only, and subject to final settlement in accordance with  
7 the Cost Report paragraph of this Agreement. ADMINISTRATOR may, at its discretion, pay  
8 supplemental billings for any month for which the provisional amount specified above has not been fully  
9 paid.

10 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and  
11 Revenue Report as specified in the Reports paragraph of this Exhibit A to the Agreement.  
12 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to  
13 CONTRACTOR as specified in subparagraphs B.2. and B.3., below.

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

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

24 C. CONTRACTOR's billing shall be on a form approved or supplied by COUNTY and provide  
25 such information as is required by ADMINISTRATOR. Billings are due the tenth (10th) business day of  
26 each month, and payments to CONTRACTOR should be released by COUNTY no later than twenty-one  
27 (21) calendar days after receipt of the correctly completed billing form.

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

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

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

36 //  
37 //

1 **IV. SERVICES**

2 A. FACILITY – CONTRACTOR shall maintain a facility for the provision of services described  
3 herein and as specified in the Facilities, Payments and Services paragraph of this Agreement, at the  
4 location specified below, or any other location approved, in advance, in writing, by ADMINISTRATOR:

5  
6 Latino Health Access  
7 450 W. 4th Street  
8 Santa Ana, CA 92701  
9

10 B. CONTRACTOR shall maximize their resources to provide County-wide outreach, education and  
11 support services using the Community Outreach Model/Promotora Model to reach and engage Orange  
12 County parents and caregivers with the goal of preventing mental illness among children and youth.

13 C. COMMUNITY OUTREACH SERVICES/PROMOTORA MODEL – CONTRACTOR shall  
14 provide the following services:

15 1. Outreach

16 a. Develop and distribute informational materials to Orange County parents and  
17 caregivers of children and youth, especially those who are hard to reach due to cultural and linguistic  
18 issues, by conducting community awareness campaigns in apartment buildings, laundromats, and  
19 churches; door to door outreach; and informational presentations at PTA meetings, neighborhood  
20 associations, and other community centers.

21 b. Conduct mini-campaigns to engage the community in dialogue about prevention of  
22 mental illness or substance use disorders including co-occurring disorders. Mini-campaigns shall be  
23 three (3) days in duration and a minimum of three (3) hours in duration each day.

24 2. Educational Group Presentations

25 a. Develop and deliver presentations to groups of at least fifteen (15) attendees at various  
26 community locations. The presentations shall be approximately thirty (30) minutes in duration and shall  
27 include information on resources that cover the following topics:

- 28 1) Definition of mental health and substance use disorders including co-occurring;  
29 2) Most common emotional, behavioral and mental health, and substance abuse  
30 problems;  
31 3) Risks associated with emotional problems; and  
32 4) Protective factors that can help prevent mental illness and substance use disorders.

33 b. Conduct Parent Education Workshops to specific audiences of interest, such as parents  
34 of children or adolescents. The workshops shall include an assessment of the caregiver and child's  
35 physical, emotional, and social well-being. The workshops shall consist of a series of four (4)  
36 workshops, with each workshop lasting two (2) to three (3) hours in duration. CONTRACTOR shall  
37 provide child care during the workshops. The workshops shall cover the following topics:

- 1) Facts about behavioral health risk and protective factors;
- 2) Skill building in therapeutic play and positive communication;
- 3) Positive discipline strategies;
- 4) Coping with stress, depression, and substance abuse;
- 5) Anger management; and
- 6) Service navigation.

c. Develop and lead support groups to decrease isolation and increase social support for parents and caregivers, and tailor content as needed to address special issues.

### 3. Individual Interventions

a. Meet one-on-one with individuals who have been identified as needing assistance beyond what is available in workshops or support groups. These interventions may be conducted in the family home and shall include an assessment to identify and prioritize family needs, intervention plan development, goal setting, referrals and guidance on topics such as education, finances, time management, and wellness.

b. Provide case management services to families in need of additional, individualized support. Case management services shall include, but are not limited to, monitoring progress and responding to needs, helping with access to community resources, assistance with appointments, coaching, advocacy, support, company, translation, etc.

D. CONTRACTOR shall achieve the following Organizational Recruitment and Training during Period One as specified below:

1. Recruit a minimum of two hundred fifty (250) individuals from a minimum of twenty (20) organizations throughout Orange County to be trained on the practices and applications of the Community Outreach Model/Promotora Model. Recruitment activities shall include, but not be limited to, seminars and face-to-face contacts with organizations.

2. Conduct twenty (20) training sessions about the practices and applications of the Community Outreach Model/Promotora Model to individuals recruited in subparagraph D.1. above. The training curriculum shall include lectures, discussions, seminars, and field experience as shown below:

a. Twelve (12) hours about the Community Outreach Model/Promotora Model from conception to modern day practices;

b. Four (4) hours of community mental health education on topics such as common mental health and substance use disorders, risk and protective factors, effective intervention strategies, and community resources;

c. Four (4) hours of field experience by shadowing trained community outreach/promotora staff in the community;

3. Conduct one (1) three (3) hour training session specifically designed for managers from recruited community organizations on how to recruit, train, and supervise community outreach/promotora staff. There shall be a minimum of fifteen (15) managers trained.

1 E. CONTRACTOR shall achieve, at a minimum, the following Units of Services for each Period  
 2 specified below:

3		Number of	Number of	Number of
4		Activities	participants	unduplicated
5	<u>PERIOD ONE</u>			<u>participants</u>
6	OUTREACH			
7	Individual Contacts	12,000	8130	7,500
8	Other contacts (e.g. telephone, email)	6,000	2,000	1,500
9				
10	GROUP PRESENTATIONS			
11	Parent Education Workshops	65	2,530	890
12	Support Groups	20	490	250
13				
14	INDIVIDUAL INTERVENTIONS			
15	One-on-One Meetings	560	N/A	180
16	Case Management Services	1,800	N/A	225
17				
18	ORGANIZATION'S RECRUITMENT			
19	Face-to-Face Contacts	35	N/A	20
20	Seminars	8	N/A	20
21				
22	ORGANIZATION TRAINING	21	250	250
23				
24	<u>PERIOD TWO</u>			
25	OUTREACH			
26	Individual Contacts	10,000	6,500	6,000
27	Other contacts (e.g. telephone, email)	5,000	1,500	1,000
28				
29	GROUP PRESENTATIONS			
30	Parent Education Workshops	55	2,180	770
31	Support Groups	15	420	210
32				
33	INDIVIDUAL INTERVENTIONS			
34	One-on-One Meetings	486	N/A	160
35	Case Management Services	1,280	N/A	160

36 F. ADMINISTRATOR AND CONTRACTOR may mutually agree, in writing, to modify the Units  
 37 of Service referenced in subparagraph IV.E. above.

1 G. CONTRACTOR shall attend monthly meetings with ADMINISTRATOR to discuss contractual  
2 and other issues related to, but not limited to, compliance with policies and procedures, program  
3 services, and performance objectives and outcomes.

4 H. CONTRACTOR shall collect and evaluate demographic data including but not limited to:

- 5 1. Number of participants served based on age groups;
- 6 2. Number of participants served based on race and ethnicity
- 7 3. Number of participants served based on regions; and
- 8 4. Number of participants served with unique affiliations (e.g. culture/community, veterans,  
9 deaf and hard of hearing; Lesbian, Gay, Bisexual, Transgender, and Questioning).

10 ADMINISTRATOR shall facilitate, support and provide technical assistance to CONTRACTOR in  
11 making a successful impact in throughout Orange County.

12 I. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to  
13 ADMINISTRATOR on a regular basis and in a format agreeable to both parties.

14 J. CONTRACTOR shall track and implement COUNTY approved outcome measures across all  
15 services. Outcome measures shall include, but not be limited to:

- 16 1. The COUNTY's three (3) question program satisfaction survey;
- 17 2. Open-ended surveys administered at the end of educational and/or individualized  
18 intervention sessions to measure change in knowledge of parenting skills;
- 19 3. Survey to measure increased community awareness of mental health issues and resources;

20 and

- 21 4. Improved community services through training community-based organizations on the  
22 Community Outreach Model/Promotora Model.

23 K. CONTRACTOR shall make its best efforts to provide services pursuant to this Agreement in a  
24 manner that is culturally and linguistically appropriate for the population(s) served.

25 L. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
26 with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the  
27 terms of this Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not  
28 be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
29 institution, or religious belief.

30 M. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or  
31 volunteers to conduct research activity on participants without obtaining prior written authorization from  
32 ADMINISTRATOR.

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1 **V. STAFFING**

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

5

6	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>
7 PROGRAM		
8 Director of Evaluation	0.20	0.20
9 Program Coordinator	0.70	0.70
10 Outreach Coordinator	0.40	0.40
11 Community Health Worker/Promotora	11.10	6.60
12 Youth Health Worker/Promotora	1.00	0.50
13 Program Assistant	0.40	0.50
14 Office Support	<u>1.00</u>	<u>0.80</u>
15 TOTAL FTEs	14.80	9.70

16

17 B. Cultural appropriateness shall be a continuous focus in the development of the programming,  
18 recruitment, and hiring of staff to better serve participants. CONTRACTOR shall maintain  
19 documentation of such efforts which may include, but not be limited to, records of participation in  
20 COUNTY sponsored and/or other applicable training; recruitment and hiring of staff policies and  
21 procedures; literature in multiple languages and formats, as appropriate; and descriptions of measures  
22 taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

23 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
24 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.  
25 Any staff vacancies occurring at a time when bilingual and bicultural composition of the program  
26 staffing does not meet the above requirement should be filled with bilingual and bicultural staff.

27 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and  
28 trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall  
29 provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and  
30 best practice standards or as specified by ADMINISTRATOR.

31 E. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
32 any staffing vacancies that occur during the term of this Agreement.

33 F. CONTRACTOR shall ensure that all CONTRACTOR's staff pursuant to this Agreement  
34 complete COUNTY's Annual Provider Training, and other training as requested by  
35 ADMINISTRATOR.

36 G. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to  
37 adjust the staffing requirements described in this paragraph.

1 **VI. RESPONSIBILITIES**

2 A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
3 Program Policies and Procedures (P&P) as referenced in this Exhibit A, Subparagraph V.G.  
4 CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and  
5 placed in their personnel files.

6 B. CONTRACTOR shall ensure that all staff, paid or unpaid, complete necessary training and  
7 receive scheduled ongoing supervision and support prior to discharging duties associated with their  
8 titles. These trainings might include, but not limited to, components as specified in Staffing  
9 Section VII., legal mandates and ethical behavior; and any other training necessary to assist the agency  
10 and County to be in compliance with prevailing standards of practice as well as State and Federal  
11 regulatory requirements.

12 C. COUNTY shall provide, or cause to be provided, training and ongoing consultation to  
13 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with Health Care Agency  
14 (HCA) Standards of Care practices, policies and procedures, documentation standards and any state  
15 regulatory requirements.

16 D. CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
17 recording, and reporting portion of the agreement with the County of Orange, including but not limited  
18 to the following. If administrative responsibilities are delegated to subcontractors, CONTRACTOR  
19 must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated  
20 responsibilities.

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

23 2. Maximize the use of the allocated funds;

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

25 4. Maintain appropriate staffing levels;

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

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

28 7. Track and report expenditures electronically;

29 8. Maintain electronic and telephone communication between key staff and the Contract and  
30 Program Administrators; and

31 9. Act quickly to identify and solve problems.

32 E. COUNTY shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure  
33 compliance with units of service standards and productivity.

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

35 G. COUNTY shall monitor CONTRACTOR's compliance with COUNTY Policies and  
36 Procedures.

37 //

1 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to  
2 modify subparagraph V., above.

### 3 4 **VII. REPORTS**

5 A. CONTRACTOR shall maintain records and make statistical reports as required by  
6 ADMINISTRATOR and the California State Department of Mental Health on forms provided by either  
7 agency.

#### 8 **B. FISCAL**

9 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
10 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,  
11 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described  
12 in the Services paragraph of Exhibit A to this Agreement. Any changes, modifications, or deviations to  
13 any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and  
14 annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to  
15 disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar  
16 days following the end of the month being reported.

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

24 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
25 These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a  
26 minimum, report both the budgeted and actual salaries and FTEs of the positions stipulated in the  
27 Staffing subparagraph of this Exhibit A to the Agreement, and shall include the employees' names,  
28 licensure status, and hire and/or termination date, and any other pertinent information as may be required  
29 by ADMINISTRATOR. Any changes, modifications, or deviations to any approved salary  
30 budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be approved in advance and in  
31 writing by ADMINISTRATOR and annotated on the monthly Staffing Report, or said cost deviations  
32 may be subject to disallowance. The reports shall be received by ADMINISTRATOR no later than  
33 twenty (20) calendar days following the end of the month being reported.

34 D. PROGRAMMATIC - Throughout the term of this Agreement, CONTRACTOR shall submit  
35 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR  
36 no later than twenty (20) calendar days following the end of the month being reported. Programmatic  
37 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of

1 CONTRACTOR's progress in implementing the provisions of this Agreement, and any pertinent facts or  
2 interim findings, staff changes, status of licenses and/or certifications, changes in population served and  
3 reasons for any such changes. CONTRACTOR shall be prepared to discuss their programmatic reports  
4 at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is  
5 progressing satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what  
6 steps are being taken to achieve satisfactory progress.

7 E. OUTCOME MEASURES – On a monthly basis, CONTRACTOR shall report Outcome  
8 Measures as outlined in subparagraph IV.J.

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

13 G. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions or issues  
14 that adversely affect the quality or accessibility of participant-related services provided by, or under  
15 contract with, the COUNTY.

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