



**AMENDMENT NO. ~~12~~**  
**TO**  
**CONTRACT NO. MA-042-20010247**  
**FOR**  
**ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES**

This Amendment ("Amendment No. ~~12~~") to Contract No. MA-042-20010247 for Adult Mental Health Representative Payee Services is made and entered into on July 1, ~~2022~~2023 ("Effective Date") between Resource Oversight and Guidance Services, Inc. ("Contractor"), with a place of business at 333 City Blvd West, 17<sup>th</sup> Floor, Orange, CA 92868, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

**RECITALS**

WHEREAS, the Parties executed Contract No. MA-042-20010247 for Adult Mental Health Representative Payee Service, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$449,148; renewable for two additional one-year terms("Contract"); and

WHEREAS, the Parties ~~now desire to enter into this~~executed Amendment No. 1 to amend specific terms and conditions of the Contract, replace Exhibit A with Exhibit A-1 of the Contract and to renew the Contract for one (1) year, effective July 1, 2022 through June 30, 2023, ~~in an amount not to exceed \$167,835, for a revised cumulative total amount not to exceed \$616,983;~~ and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend specific terms and conditions of the Contract, to replace Exhibit A-1 with Exhibit A-2 of the Contract and to renew the Contract for one (1) year, effective July 1, 2023 through June 30, 2024.

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

1. The Contract is renewed for a ~~period~~term of one (1) year, effective July 1, ~~2022~~2023 through June 30, ~~2023~~2024, in an amount not to exceed \$167,835, for this renewal term, for a revised cumulative total amount not to exceed ~~\$616,983~~784,818; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

**"Term:** July 1, 2019 through June 30, ~~2023~~2024

Period One means the period from July 1, 2019 through June 30, 2020  
 Period Two means the period from July 1, 2020 through June 30, 2021  
 Period Three means the period from July 1, 2021 through June 30, 2022  
 Period Four means the period from July 1, 2022 through June 30, 2023  
Period Five means the period from July 1, 2023 through June 30, 2024

**Amount Not To Exceed:**

Period One Amount Not To Exceed:	\$149,716
Period Two Amount Not To Exceed:	\$149,716
Period Three Amount Not To Exceed:	\$149,716
Period Four Amount Not To Exceed:	\$167,835
Period Four Amount Not To Exceed:	\$167,835
<b>TOTAL AMOUNT NOT TO EXCEED:</b>	<b><del>\$616,983</del>784,818"</b>

3. ~~All references to "Maximum Obligation" in the Contract shall be replaced with "Amount Not To Exceed".~~

4. ~~Paragraph I. Acronyms, is deleted in its entirety and replaced with the following:~~

**~~I. ACRONYMS~~**

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

- ~~A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment~~
- ~~B. AIDS Acquired Immune Deficiency Syndrome~~
- ~~C. ARRA American Recovery and Reinvestment Act of 2009~~
- ~~D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria~~
- ~~E. ASI Addiction Severity Index~~
- ~~F. ASRS Alcohol and Drug Programs Reporting System~~
- ~~G. BHS Behavioral Health Services~~
- ~~H. CalOMS California Outcomes Measurement System~~
- ~~I. CalWORKs California Work Opportunity and Responsibility for Kids~~
- ~~J. CAP Corrective Action Plan~~
- ~~K. CCC California Civil Code~~
- ~~L. CCR California Code of Regulations~~
- ~~M. CESI Client Evaluation of Self at Intake~~
- ~~N. CEST Client Evaluation of Self and Treatment~~
- ~~O. CFDA Catalog of Federal Domestic Assistance~~

<del>P.</del>	<del>CFR</del>	<del>Code of Federal Regulations</del>
<del>Q.</del>	<del>CHPP</del>	<del>COUNTY HIPAA Policies and Procedures</del>
<del>R.</del>	<del>CHS</del>	<del>Correctional Health Services</del>
<del>S.</del>	<del>COI</del>	<del>Certificate of Insurance</del>
<del>T.</del>	<del>CPA</del>	<del>Certified Public Accountant</del>
<del>U.</del>	<del>CSW</del>	<del>Clinical Social Worker</del>
<del>V.</del>	<del>DHCS</del>	<del>California Department of Health Care Services</del>
<del>W.</del>	<del>D/MC</del>	<del>Drug/Medi-Cal</del>
<del>X.</del>	<del>DPFS</del>	<del>Drug Program Fiscal Systems</del>
<del>Y.</del>	<del>DRS</del>	<del>Designated Record Set</del>
<del>Z.</del>	<del>EEOC</del>	<del>Equal Employment Opportunity Commission</del>
<del>AA.</del>	<del>EHR</del>	<del>Electronic Health Records</del>
<del>AB.</del>	<del>EOC</del>	<del>Equal Opportunity Clause</del>
<del>AC.</del>	<del>ePHI</del>	<del>Electronic Protected Health Information</del>
<del>AD.</del>	<del>EPSDT</del>	<del>Early and Periodic Screening, Diagnosis, and Treatment</del>
<del>AE.</del>	<del>FFS</del>	<del>Fee For Service</del>
<del>AF.</del>	<del>FSP</del>	<del>Full Service Partnership</del>
<del>AG.</del>	<del>FTE</del>	<del>Full Time Equivalent</del>
<del>AH.</del>	<del>GAAP</del>	<del>Generally Accepted Accounting Principles</del>
<del>AI.</del>	<del>HCA</del>	<del>County of Orange Health Care Agency</del>
<del>AJ.</del>	<del>HHS</del>	<del>Federal Health and Human Services Agency</del>
<del>AK.</del>	<del>HIPAA</del>	<del>Health Insurance Portability and Accountability Act of 1996, Public Law 104-191</del>
<del>AL.</del>	<del>HITECH</del>	<del>Health Information Technology for Economic and Clinical Health Act, Public Law 111-005</del>
<del>AM.</del>	<del>HIV</del>	<del>Human Immunodeficiency Virus</del>
<del>AN.</del>	<del>HSC</del>	<del>California Health and Safety Code</del>

<del>AO.</del>	<del>IRIS</del>	<del>Integrated Records and Information System</del>
<del>AP.</del>	<del>ITC</del>	<del>Indigent Trauma Care</del>
<del>AQ.</del>	<del>LCSW</del>	<del>Licensed Clinical Social Worker</del>
<del>AR.</del>	<del>MAT</del>	<del>Medication Assisted Treatment</del>
<del>AS.</del>	<del>MFT</del>	<del>Marriage and Family Therapist</del>
<del>AT.</del>	<del>MH</del>	<del>Mental Health</del>
<del>AU.</del>	<del>MHP</del>	<del>Mental Health Plan</del>
<del>AV.</del>	<del>MHS</del>	<del>Mental Health Specialist</del>
<del>AW.</del>	<del>MHSA</del>	<del>Mental Health Services Act</del>
<del>AX.</del>	<del>MSN</del>	<del>Medical Safety Net</del>
<del>AY.</del>	<del>NIH</del>	<del>National Institutes of Health</del>
<del>AZ.</del>	<del>NPI</del>	<del>National Provider Identifier</del>
<del>BA.</del>	<del>NPPES</del>	<del>National Plan and Provider Enumeration System</del>
<del>BB.</del>	<del>OCR</del>	<del>Federal Office for Civil Rights</del>
<del>BC.</del>	<del>OIG</del>	<del>Federal Office of Inspector General</del>
<del>BD.</del>	<del>OMB</del>	<del>Federal Office of Management and Budget</del>
<del>BE.</del>	<del>OPM</del>	<del>Federal Office of Personnel Management</del>
<del>BF.</del>	<del>P&amp;P</del>	<del>Policy and Procedure</del>
<del>BG.</del>	<del>PA DSS</del>	<del>Payment Application Data Security Standard</del>
<del>BH.</del>	<del>PATH</del>	<del>Projects for Assistance in Transition from Homelessness</del>
<del>BI.</del>	<del>PC</del>	<del>California Penal Code</del>
<del>BJ.</del>	<del>PCI DSS</del>	<del>Payment Card Industry Data Security Standards</del>
<del>BK.</del>	<del>PCS</del>	<del>Post-Release Community Supervision</del>
<del>BL.</del>	<del>PHI</del>	<del>Protected Health Information</del>
<del>BM.</del>	<del>PII</del>	<del>Personally Identifiable Information</del>
<del>BN.</del>	<del>PRA</del>	<del>California Public Records Act</del>

<del>BO.</del>	<del>PSC</del>	<del>Professional Services Contract System</del>
<del>BP.</del>	<del>SAPTBG</del>	<del>Substance Abuse Prevention and Treatment Block Grant</del>
<del>BQ.</del>	<del>SIR</del>	<del>Self-Insured Retention</del>
<del>BR.</del>	<del>SMA</del>	<del>Statewide Maximum Allowable (rate)</del>
<del>BS.</del>	<del>SOW</del>	<del>Scope of Work</del>
<del>BT.</del>	<del>SUD</del>	<del>Substance Use Disorder</del>
<del>BU.</del>	<del>UMDAP</del>	<del>Uniform Method of Determining Ability to Pay</del>
<del>BV.</del>	<del>UOS</del>	<del>Units of Service</del>
<del>BW.</del>	<del>USC</del>	<del>United States Code</del>
<del>BX.</del>	<del>WIC</del>	<del>Women, Infants and Children"</del>

5. ~~Paragraph VII. Cost Report, subparagraph A. (but not including subparagraphs A.1, A.2 and A.3) of the Contract is deleted in its entirety and replaced with the following:~~

~~"A. CONTRACTOR shall submit separate Cost Reports for each Period, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice."~~

6. ~~Paragraph XXIV. Records Management and Maintenance, is deleted in its entirety and replaced with the following:~~

~~**XXIV. RECORDS MANAGEMENT AND MAINTENANCE**~~

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

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

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

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

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

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

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

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

~~7. Paragraph XXXI. Termination, is deleted in its entirety and replaced with the following:~~

**"XXXI. TERMINATION**

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

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

- ~~1. The loss by CONTRACTOR of legal capacity.~~
- ~~2. Cessation of services.~~
- ~~3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.~~
- ~~4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.~~
- ~~5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.~~

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

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

#### ~~C. CONTINGENT FUNDING~~

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

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

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

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

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

~~E. In the event this Agreement is terminated, CONTRACTOR shall do the following:~~

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

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

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

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

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

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

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

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

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

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

7. Exhibit A-1 of the Contract is deleted in its entirety and replaced with the attached Exhibit A-12.

This Amendment No. 12 modifies the Contract, including all previous amendments, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 12, and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 12 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 12 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 12. If ~~the~~ company Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Resource Oversight and Guidance Services, Inc.**

_____	_____
Print Name	Title
_____	_____
Signature	Date
_____	_____
Print Name	Title
_____	_____
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date

EXHIBIT A-2  
 TO AGREEMENT FOR PROVISION OF  
 ADULT MENTAL HEALTH REPRESENTATIVE PAYEE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 RESOURCE OVERSIGHT AND GUIDANCE SERVICES, INC.  
 JULY 1, ~~2022~~2023 THROUGH JUNE 30, ~~2023~~2024

**I. BUDGET**

A. \_\_\_\_\_ COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A-2 to the Agreement and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>
	<del>FOUR</del> <u>FIVE</u>
<b>ADMINISTRATIVE COST</b>	
Salaries	\$ 13,200
Benefits	1,800
Service & Supplies	677
Indirect Costs	<u>2,244</u>
<b>SUBTOTAL ADMIN COST</b>	<b>\$ 17,921</b>
 <b>PROGRAM COST</b>	
Salaries	\$ 121,800
Benefits	8,300
Services and Supplies	<u>19,814</u>
<b>SUBTOTAL PROGRAM COST</b>	<b>\$ 149,914</b>
 <b>TOTAL COST</b>	 <b>\$ 167,835</b>
 <b>REVENUE</b>	
COUNTY Discretionary	\$ 106,718

TSR	<u>\$ 61,117</u>
TOTAL REVENUE	\$ 167,835
TOTAL AMOUNT NOT TO EXCEED	\$ 167,835

B. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from private resources on behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

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

D. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with generally accepted principles of accounting, and Medicare regulations. The client eligibility determination and fee charged to and collected from clients, together with a record of all billings rendered and revenues received from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-~~1~~2 to the Agreement.

## **II. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

7. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients and of available

resources and advocacy through a process of casework activities in order to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

8. CAT means Centralized Assessment Team ~~and provides~~ who provide 24-hour mobile response services to any adult who has a psychiatric emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

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

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

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

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

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

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

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

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

is accurate.

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

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

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

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

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

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

18. FSP

a. FSP means Full Service Partnership and refers to a type of program described by the State in the requirements for ~~the~~ COUNTY plan for use of MHSA funds and which includes Clients being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the Client, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

- 1) Crisis management;
- 2) Housing Services;
- 3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;

- 4) Community-based Wraparound Recovery Services;
- 5) Vocational and Educational services;
- 6) Job Coaching/~~Developing~~Development;
- 7) Client employment;
- 8) Money management/Representative Payee support;
- 9) Flexible Fund account for immediate needs;
- 10) Transportation;
- 11) Illness education and self-management;
- 12) Medication Support;
- 13) Co-occurring Services;
- 14) Linkage to financial benefits/entitlements;
- 15) Family and Peer Support; and
- 16) Supportive socialization and meaningful community roles.

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

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

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

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

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

Client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Client's mental health treatment activities.

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

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

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

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

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

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

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

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

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

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

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on



behalf of a Client, for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

38. Pharmacy Benefits Manager means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

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

40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or

Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

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

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

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

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

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

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

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

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

49. Recovery means a process of change through which individuals improve their health and

wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

- a. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;
- b. Home: A stable and safe place to live;
- c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and
- d. Community: Relationships and social networks that provide support, friendship, love, and hope.

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

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

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

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

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

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

56. WRAP means Wellness Recovery Action Plan and refers to a Client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

### III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of ~~\$12,476 per month for Period One, Period Two, and Period Three and \$13,986 per month for Period Four.~~ for Period Five. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder provided, however, the total of such payments does not exceed the Amount Not to Exceed for each Period as noted in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

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

#### **IV. REPORTS**

A. CONTRACTOR shall provide to ADMINISTRATOR, with each monthly invoice, a report reflecting the total Clients receiving Representative Payee Services for each invoiced Client month, and the report shall also include the number of new, continuing, and closed Clients during the month.

B. CONTRACTOR shall also supply, with each monthly invoice, a staffing report detailing deletions or additions to the list of Representative Payees providing services under the Agreement.

C. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-2 to the Contract. Any changes, modifications, or deviations to any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

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

E. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information, and be on a form acceptable to, or provided by, ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days

following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

F. PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Contract, highlights of the events and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify what steps are being taken to achieve satisfactory progress.

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

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

F. ~~E~~PROGRAMMATIC – Throughout the term of the Contract, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Contract, highlights of the events and activities for the reporting month, and any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly



scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify what steps are being taken to achieve satisfactory progress.

G. CONTRACTOR shall submit any reports requested by ADMINISTRATOR concerning its activities as they relate to the Agreement. CONTRACTOR will be given at least thirty (30) calendar days notice of the requirement for each report.

~~D~~H. All records and reports submitted to ADMINISTRATOR shall become the property of COUNTY.

~~E~~I. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Reports Paragraph of this Exhibit A-~~1~~2 to the Agreement.

## V. SERVICES

A. FACILITY – CONTRACTOR shall provide services hereunder within facilities that are maintained in a professional office environment at the following locations, and/or any other location approved, in writing, by ADMINISTRATOR:

333 City Boulevard West, 17<sup>th</sup> Floor  
Orange, CA 92868

30011 Ivy Glenn Drive, Suite 209  
Laguna Niguel, CA 92677

1. Include a space which can be used for Representative Payee Program services;
2. Have accessible parking for Clients, including spaces for persons with disabilities;
3. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities;
4. Have restrooms for men and women which are accessible to persons with disabilities;
5. ~~CONTRACTOR shall operate~~Operate during the hours which are most accessible to Clients, subject to written approval by ADMINISTRATOR; and
6. Maintain a holiday schedule consistent with COUNTY's holiday schedule. ~~However;~~however, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

B. INDIVIDUALS TO BE SERVED – Seriously and persistently mentally ill adults over eighteen (18) years of age referred to CONTRACTOR for Representative Payee Services by COUNTY, for which CONTRACTOR is approved as Representative Payee by applicable governing agencies. CONTRACTOR shall be sensitive to the special needs of Clients who are dually diagnosed and older adults over sixty (60) years of age.

C. SERVICES TO BE PROVIDED – CONTRACTOR shall provide Representative Payee Services



with a goal of serving a ~~minimum~~maximum of one hundred ~~twenty (120)~~fifty (150) Clients per month, who are referred by COUNTY. CONTRACTOR shall provide services that include, but are not limited to, the following:

1. Maintaining legal status as the Representative Payee for each Client, as authorized by the Social Security Administration (SSA);;

2. Establishing a process for receiving all Client income in ~~an~~a SSA-approved collective trust checking account, where funds are deposited by the SSA via the United States Treasury, and held for multiple Clients served by the program. Utilize CONTRACTOR's representative payee software program to assign the appropriate funds to each ~~client's~~Client's personal account in the software program;;

3. Providing a written procedure to each ~~client~~Client at the time of first meeting that clearly and simply explains the steps required to request and make payments or receive discretionary funds from their trust account;;

4. Determining the Client's needs and use his or her payments to meet those needs. CONTRACTOR shall use benefits for Clients' current needs (such as food, clothing, shelter, utilities, dental and medical care, and personal comfort items), or for reasonably foreseeable needs. If not needed for these purposes, CONTRACTOR must conserve or invest the benefits for the Client. Where the Client has unmet current maintenance needs, saving benefits does not serve a purpose and would not be in his or her best interests.

5. Making routine and emergency payments on behalf of Clients, in a timely manner;;

6. Offering a variety of methods for Clients to receive their personal and incidental discretionary funds including, but not limited to, checks, debit cards, MoneyGram, Western Union, or gift cards.

7. Saving any money left after meeting the Client's current needs in an interest bearing account or savings bonds for the Client's future needs.

8. In the event a Client receives a large retroactive payment covering several months or even years of benefits, CONTRACTOR's priority is to make sure to meet the Clients' current needs (food, shelter, medical care and other comfort items). After the Clients' current needs are addressed, CONTRACTOR may spend the money on things that would improve the Clients' daily living conditions or provide better medical care, or to satisfy Client debts. If the Client receives Supplemental Security Income (SSI), he or she cannot have more than \$2,000 (or \$3,000 for a couple) in countable resources. CONTRACTOR shall spend the back payment within nine months so that the Client's total resources are below \$2,000 (\$3,000 for a couple). If CONTRACTOR doesn't spend the money within nine months after the month of receipt, an overpayment may occur and benefits may stop if countable resources exceed the \$2,000 (\$3,000) threshold.

9. Communicating with Clients, as needed, to inform them of the status of their accounts and

provide them with their discretionary funds as scheduled, and providing detailed account statements showing all deposits and disbursements with dates and amounts and payee information to Clients, COUNTY or SSA upon request.

10. Developing a Referral Packet, approved in advance by COUNTY, for COUNTY and COUNTY-contracted staff to use to refer Clients for CONTRACTOR's Representative Payee services.

11. Developing and providing monthly in-service presentations on an as needed basis for COUNTY and COUNTY-contracted staff to inform them about CONTRACTOR's Representative Payee services program, and how to access the program. Provide COUNTY with a monthly schedule of in-service presentations.

12. Communicating on a regular basis with Plan Coordinators or Personal Service Coordinators regarding the status of Clients' linkage to Representative Payee Services;

13. Providing all reports as required by the SSA or other agencies as necessary.

14. Reporting any changes or events to the SSA which could affect the Client's eligibility for payments.

15. Reporting to SSA, and COUNTY, any changes that would affect CONTRACTOR's performance or CONTRACTOR continuing as payee.

16. Completing reports accounting for CONTRACTOR's use of payments, as required.

17. Returning to SSA any payments to which the Client is not entitled.

18. Returning to SSA any payments saved when CONTRACTOR is no longer the representative payee for the Client.

D. CONTRACTOR shall report to SSA, as soon as possible, any of the following events:

1. The Client dies;
2. The Client moves;
3. The Client marries;
4. The Client starts or stops working, even if the earnings are small;
5. A disabled Client's condition improves;
6. The Client starts receiving another government benefit, or the benefit amount changes;
7. The Client plans to leave the U.S. for thirty (30) calendar days or more;
8. The Client is imprisoned for a crime that carries a sentence of over one month;
9. The Client is committed to an institution by court order for a crime committed because of mental impairment;
10. CONTRACTOR can no longer be payee;
11. The Client no longer needs a payee;
12. The Client moves to or from a hospital, nursing home, or other institution;
13. A married Client separates from his or her spouse, or they begin living together after a

separation;

14. Somebody moves into or out of the Client's household;
15. The Client has any change in income or resources;
16. Countable resources exceed \$2000 (\$3000 for a couple).

~~—E. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and placed in their personnel files.~~

~~—F. CONTRACTOR shall ensure that all staff completes the County's Annual Provider Training and Annual Compliance Training.~~

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

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

~~I~~ G. COUNTY shall monitor CONTRACTOR's compliance with COUNTY P&Ps.

~~J~~ H. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and members of the Board of Directors which will include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth in the Code of Conduct.

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

~~L~~ I. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first service provided under the Agreement to individuals who are covered by Medi-Cal and have not previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon request, the NPP for COUNTY, as the MHP, to any individual who received services under the Agreement.

~~M~~ J. CONTRACTOR and ADMINISTRATOR may mutually agree, in advance and in writing, to modify the Services Paragraph of this Exhibit A-1 to the Agreement.

## VI. STAFFING

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

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

C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&Ps training for each staff member and ~~placed~~ place the signature confirmation in their personnel files.

D. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training and Annual Compliance Training.

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

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

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

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

PERIOD  
FOUR  
FTEs

DIRECT ADMINISTRATIVE

President	<u>0.08</u>
TOTAL ADMINISTRATIVE FTEs	0.08
DIRECT PROGRAM	
President	0.17
Senior Client Case Manager	0.50
Client Case Managers	1.50
Program Administrative Assistant	<u>0.25</u>
TOTAL PROGRAM FTEs	2.42
TOTAL CONTRACT FTEs	2.50

I. WORKLOAD STANDARDS – CONTRACTOR shall achieve a goal of serving ~~an average~~ maximum of one hundred ~~twenty (120)~~ fifty (150) Clients per month as specified in the Services Paragraph of this Exhibit A-~~1~~2 to the Agreement.

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

K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-~~1~~2 to the Agreement.

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