



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-18010428
FOR
BEHAVIORAL HEALTH CALWORKS SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-18010428 for Behavioral Health CalWORKs Services is made and entered into on July 1, 2020 (“Effective Date”) between Mariposa Women and Family Center (“Contractor”), with a place of business at 200 E. Katella Avenue Orange, CA 92867, 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-042-18010428 for Behavioral Health CalWORKs Services, effective July 1, 2019 through June 30, 2020, in an amount not to exceed \$1,138,254, renewable for one additional one-year period (“Contract”); and

WHEREAS, the original Agreement was for a two-year period (FY 2017-2019), renewed for one year (FY 2019-2020), and now being amended, at level funding and level services, for one additional year (FY 2020-2021); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for County to continue receiving and Contractor to continue providing the services set forth in the Contract and to amend Exhibit A in the Contract.

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

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,138,254, for this renewal period, for a new cumulative total contract amount of \$2,276,508; on the amended terms and conditions.
2. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.
3. Contractor shall continue to reference invoices with MA-042-18010428.

This Amendment No. 1 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 1 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of 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: Mariposa Women and Family Center, a California non-profit Corporation

Krista Driver

CEO

Print Name

Title

DocuSigned by:

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2/18/2020

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

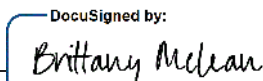
Office of the County Counsel
Orange County, California

Brittany McLean

Deputy County Counsel

Print Name

Title

DocuSigned by:

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2/19/2020

Date

EXHIBIT A-1
TO AGREEMENT FOR PROVISION OF
BEHAVIORAL HEALTH CALWORKS SERVICES
BETWEEN
COUNTY OF ORANGE
AND
MARIPOSA WOMEN AND FAMILY CENTER
JULY 1, 2020 THROUGH JUNE 30, 2021

I. 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 On-going 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, evidence-based practices.

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

3. Alcohol and Drug Abuse Unit of Service means a face-to-face contact which results in a record of a therapeutic experience in a Client's chart.

4. 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.

5. Cal-Learn means a CalWORKs program that serves pregnant and custodial/parenting teen parents under the age of nineteen (19) years of age who have not obtained a high school diploma or equivalent, and are receiving CalWORKs.

6. CalOMS means California Outcomes Measurement System and is a statewide Client-based data collection and outcomes measurement system as required by the state to effectively manage and improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.

7. CalWORKs Child Welfare Behavioral Health Services means therapeutic interventions to protect children's welfare and to promote their healthy development in their family home. There are two types of Child Welfare Behavioral Health Services:

a. Mutual Client/Family Maintenance means services provided to families who are receiving CalWORKs funding and FM services through the Social Services Agency's Children and Family Services Program. These families may be voluntarily receiving FM services or the children may remain in their home under the supervision of the Juvenile Court.

b. Mutual Client/Family Reunification means services with a mandated goal ordered by the Juvenile Court. FR services are limited to parents of children who are receiving CalWORKs funding when their children are placed in the custody of the Juvenile Court.

8. CalWORKs Team means the COUNTY unit responsible for outreach, screening, referral and network coordination for Clients enrolled in the Behavioral Health CalWORKs Services program.

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

10. CAT means Crisis Assessment Team and provides 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 multidisciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, follow ups for individuals evaluated.

11. CESI and CEST mean Client Evaluation of Self at Intake and Client Evaluation of Self and Treatment. They are self-administered survey instruments designed to assess Clients' motivation for change, engagement in treatment, social and peer support, and other psychosocial indicators of progress in recovery.

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

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

14. 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.

15. DATAR means Drug Abuse Treatment Access Report and is the Department of Health Care Services system to collect data on substance use disorder treatment capacity and waiting lists.

16. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of a client, CONTRACTOR shall use the diagnostic codes 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.

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

18. 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.

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

20. Intake means the initial face-to-face 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.

21. 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 licensed MFT, a licensed CSW, a licensed PCC, or a licensed Clinical Psychologist.

22. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within COUNTY's Health Care Agency 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.

23. Licensed Mental Health Professional means licensed physicians, licensed psychologist, licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed vocational nurses, and licensed psychiatric technicians.

24. Linkage means to assist an individual to connect with a referral.

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. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and at least four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment or vocational adjustment.

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 designed to evaluate the current status of a Client's mental or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the Client's clinical history, analysis of relevant cultural issues and history, diagnosis, and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the client.

c. Co-Occurring Integrated Treatment Model means, in evidence-based integrated treatment programs, clients who receive a combined treatment for mental illness and substance use 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 that requires more timely response than a regularly scheduled visit. Service activities include, but are not limited to one or more of the following: assessment, collateral and therapy.

e. Rehabilitation means a service activity which includes, but is not limited to, assistance in improving, maintaining, or restoring a Client's or group of Clients' functional skills which includes, but not limited to, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources and/or medication education.

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

g. Therapy means a service activity that 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 and may include family therapy at which the Client is present.

28. Mental Health Specialist 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.

29. Mental Health Unit of Service means one (1) minute of contact with the Client which results in a record of a therapeutic experience in a Client's chart.

30. Mental Health Worker means an individual who assists in planning, developing and evaluating mental health services for client; provide liaison between client 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 (2) years of experience providing client related services to client experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

31. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

32. MORS means Milestones of Recovery Scale and refers to a recovery scale that provides the means of assigning client to their appropriate level of care and replaces the diagnostic and acuity of illness-based tools. The scale is 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. PCC means Professional Clinical Counselor and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9.

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

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 services and may include activities that involve educating the community about the services offered and requirements for participation in the programs.

37. PHI means Protected Health Information and refers to 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.

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

39. 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.

40. 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 provides support, friendship, love, and hope.

41. Referral means to send an individual to another person or place for services, help, advice, etc.

42. SUD means substance use disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the DSM-5.

43. 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.

44. Therapeutic Activity means activities such as individual counseling, groups, and self-help groups. These activities shall incorporate best practices and evidence-based approaches.

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

46. 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 level 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.

II. BUDGET

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

ADMINISTRATIVE COST	CalWORKs
Indirect Costs	<u>\$ 148,468</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 148,468
 PROGRAM COST	
Salaries	\$ 681,075
Benefits	88,539
Services and Supplies	<u>220,172</u>
SUBTOTAL PROGRAM COST	\$1,138,254
TOTAL COST	\$1,138,254

REVENUE	
CalWORKs	<u>\$1,138,254</u>
TOTAL REVENUE	\$1,138,254
TOTAL MAXIMUM OBLIGATION	\$1,138,254

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 to the Agreement includes Indirect Costs not to exceed fifteen (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

C. 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 behavioral 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.

D. 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.

E. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP and Medicare regulations. If applicable, the Client's 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 Client treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

III. PAYMENTS

A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs of providing the services described hereunder, less revenues which are actually received by CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to COUNTY, state, and federal regulations. Non-compliance will require the completion of CAP by CONTRACTOR. If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to non-compliance with licensure and/or certification standards of the state or COUNTY, ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length of time that CONTRACTOR is ineligible to provide services.

B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's invoice shall be on a form approved or provided by ADMINISTRATOR and shall provide such information as is required by ADMINISTRATOR. Invoices are due by the twentieth (20th) 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 thirty (30) calendar days after receipt of the correctly completed invoice form.

C. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Agreement; provided, however, the total of such payment does not exceed the Maximum Obligation for each period as stated 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.

D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls, appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

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

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

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

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

B. FISCAL

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

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twentieth (20th) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR shall provide the following Program Reports in support of CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR. CONTRACTOR shall submit participation reports for each Client served under this Agreement to COUNTY CalWORKs Team and/or SSA CalWORKs worker as directed.

1. The Behavioral Health Response (BHR) report shall include, but may not be limited to:

- a. Total number of treatment hours provided by CONTRACTOR.
- b. Treatment participation and progress and the expected date of impairment resolution.
- c. Outcome measurements including:
 - 1) Resolved impairments
 - 2) Progress towards Welfare-To-Work Goals
 - 3) Employment

4) CalWORKs enrollment discontinuance

2. The BHR shall be thoroughly and accurately completed for each Client upon completion of intake assessment, discharge, and for each month of service. These reports are reviewed by CONTRACTOR's supervisor.

a. Initial Assessment BHR report shall be completed and submitted to the COUNTY CalWORKs Team within two (2) business days of assessment completion.

b. Discharge BHR report shall be completed and submitted to the COUNTY CalWORKs Team within two (2) business days of case discharge.

c. Monthly BHR report shall be completed and submitted to the COUNTY CalWORKs Team by the seventh (7th) calendar day of the month following the report month.

3. Monthly Contract Report shall contain data such as, but not limited to, Count of Admissions, Discharges, End of the Month Caseloads, Units of Service, Welfare-To-Work (WTW) status for open cases, and staffing and program updates. The report shall be submitted to ADMINISTRATOR by the tenth (10th) calendar day of the month following the report month.

4. Monthly Services Report shall contain data such as, but not limited to, services provided and performance measures including Intakes, Treatment Services, Case Management, Treatment Hours, Impairment Resolution Status, Discharges, and Outcomes. This report shall be submitted by the tenth (10th) calendar day of the month following the report month.

5. Child Care Log shall be completed and kept by CONTRACTOR. Information on the log shall include the name of CalWORKs Client, name of child/children, date and time signed in, date and time signed out and name of childcare worker. ADMINISTRATOR may request a copy of the Log at any time.

6. For CalWORKs Child Welfare Behavioral Health Services cases, the following reports shall be completed and submitted to the SSA Children and Family Services Social Worker.

a. Assessment and Treatment Plan Report shall be completed and submitted within thirty (30) calendar days upon completion of the Intake Assessment.

b. Progress Report shall be completed and submitted by the tenth (10th) calendar day of each month for each Client served during the preceding month.

c. Termination Report shall be completed and submitted within fifteen (15) calendar days of case discharge.

E. CESI and CEST – CONTRACTOR shall ensure that CESI and CEST surveys are completed by designated Clients, timely and accurately, and that the surveys contain CONTRACTOR's provider number, Client ID number, responses to all psychosocial questions, responses for other important Client and CONTRACTOR information, and fields are filled and/or marked appropriately.

1. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to ADMINISTRATOR, once a month, by the tenth (10th) calendar day of each month or as directed by COUNTY CalWORKs Team.

2. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client files.

3. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting, scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they may be revised and/or amended in the future, for the review, use, and analysis of the CESI and CEST.

F. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any other State Department of Health Care Services Reporting System in a manner prescribed by ADMINISTRATOR, no later than the fifth (5th) calendar day of the month following report month.

G. CONTRACTOR shall ensure that appropriate participation information and comments are entered into SSA’s CalWIN data system at a minimum of once a month, and otherwise as directed by ADMINISTRATOR.

H. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the HCA P&Ps.

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

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

V. SERVICES

A. FACILITY

1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the minimum requirements for Behavioral Health Outpatient CalWORKs Services for exclusive use by COUNTY at the following locations, or any other location approved, in advance, in writing, by ADMINISTRATOR:

Mariposa Women and Family Center Mariposa Women and Family Center
200 E. Katella Ave.
Orange, CA 92867

Mariposa Women and Family Center Mariposa Women and Family Center
29222 Rancho Viejo Road, #123
San Juan Capistrano, CA 92675

2. FACILITY STANDARDS – The facilities shall meet the following standards:

a. The facility shall include space to support the services identified within the Agreement.

b. CONTRACTOR shall maintain regularly scheduled service hours, from 8:00 a.m. until 5:00 p.m., Monday through Friday, with the provision of at least one day per week for early morning or evening hours (before 8:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate Clients unable to participate during normal business hours.

c. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

d. The Facilities shall:

1) Include a space which can be used for the following services/programs:

- a) Mental Health Services
- b) Crisis Intervention Services
- c) Case Management Services
- d) Substance Use Services

2) Be accessible to an area of high eligible Client concentration;

3) Be certified as a non-residential, outpatient alcohol and drug clinic;

4) Have accessible parking for Clients, including spaces for persons with disabilities;

5) Be located in a location that is readily accessible by public transportation;

6) Be accessible to persons with disabilities; and

7) Have restrooms for men and women, and also have a restroom which is accessible to persons with disabilities.

B. INDIVIDUALS TO BE SERVED

1. CONTRACTOR shall provide services to all qualified CalWORKs Clients, as listed below, living in Orange County.

a. WTW participants who are 18 years of age or older.

b. WTW pregnant and custodial teen parents.

c. Non WTW participants whose personal and family needs are challenged by emergent or extraordinary circumstances.

2. CONTRACTOR shall provide services to persons who meet at least one of the following criteria:

a. Person referred by COUNTY CalWORKs Team for substance use disorder services.

b. Person referred by COUNTY CalWORKs Team for mental health services.

C. PROGRAM SERVICES – CONTRACTOR shall provide comprehensive behavioral health services to referred CalWORKs Clients. When appropriate, all services to CalWORKs Clients shall be vocationally oriented. It is understood by the parties that Clients in the CalWORKs program may have one or more behavioral health problems, for example, mental health, substance use, or co-occurring disorders, and other issues such as domestic violence and/or child welfare that may impair their ability to successfully obtain and maintain employment.

1. OUTREACH & ENGAGEMENT ACTIVITIES – CONTRACTOR shall perform outreach and engagement activities for the purpose of encouraging Clients who have been referred for treatment. Such outreach and engagement activities may include, but are not limited to, phone calls, outreach letters, home visits, and collaborate with SSA CalWORKs workers. CONTRACTOR shall admit the Client upon the date of the first service (e.g., first phone call to the Client, first outreach letter, etc.). CONTRACTOR shall contact referred Clients within one (1) business day of receipt of the referral.

2. ASSESSMENT AND EVALUATION SERVICES – CONTRACTOR shall provide an evaluation of the Client's mental status, community functioning and vocational abilities.

3. BEHAVIORAL HEALTH PSYCHOEDUCATION – CONTRACTOR shall provide a series of behavioral health psychoeducation designed to educate Clients about the relationship between their mental illness and/or substance use symptoms and the ability to function.

4. INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall provide therapeutic interventions consistent with the treatment plan and the Client's vocational goals. CONTRACTOR shall provide such services to Clients either individually, or with the Client's significant other, or to a Client's family. Services provided shall be based on each Client's unique circumstances and goals to assist the Client with their individual pathway to self-sufficiency. Services shall support a goal-achievement framework of realistic goals based on the strength of the family and the challenges they face.

5. GROUP THERAPY – CONTRACTOR shall provide therapy to Clients determined appropriate for group services. CONTRACTOR shall establish groups as appropriate to meet the needs of these Clients. Groups for Clients may include, but not be limited to, effect of substance use, recovery, relapse prevention, co-occurring disorders, coping skills, life skills, communication skills, women's issues, domestic violence, parenting skills/issues and job retention. Parenting classes or groups shall be provided pursuant to the CalWORKs Parenting Curriculum which meets the state Welfare and Institution Code and COUNTY standards.

6. CO-OCCURRING DISORDER – CalWORKs Clients referred to CONTRACTOR may have a concurrent mental illness and substance use disorder. The primary diagnosis for these Clients shall not be a factor in CONTRACTOR's acceptance of these Clients; therefore, CONTRACTOR shall be expected to provide services to Clients with either a primary diagnosis of mental illness or a primary diagnosis of substance use disorder. CONTRACTOR shall provide both rehabilitative and recovery services to such Clients and ensure that such services address the relationship between these two (2) diagnoses. CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be co-occurring, but are then determined not to have a mental health illness. CONTRACTOR shall ensure that any such Client receives appropriate substance use disorder services.

7. DOMESTIC VIOLENCE COUNSELING – When CONTRACTOR has identified that a Client is experiencing a domestic violence issue, CONTRACTOR shall provide

therapeutic interventions which focus on the Client's experience with, and/or exposure to, domestic violence.

a. CONTRACTOR shall serve both the victim and the perpetrator when the family is working to stay together or reunify.

b. Domestic Violence Counseling is intended to eliminate physical, sexual, emotional, and/or fiduciary abuse in an intimate or family relationship. The primary goal of this service is to protect the victim from further harm.

c. Issues of substance use and mental illness must be addressed throughout treatment.

8. LINKAGES AND REFERRALS – CONTRACTOR shall provide comprehensive information related to community resources and support services such as self-help groups, social services, rehabilitation, vocational and job training or other appropriate services as needed. Based on individual need, CONTRACTOR shall provide referrals and link Clients to such services throughout the course of treatment and prior to discharge.

9. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services which include the process of identification, assessment of need, planning, coordination and linkage, monitoring and continuous evaluation of Client 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.

10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES – CONTRACTOR shall provide therapeutic interventions to protect children's welfare and promote their healthy development in their family home. CONTRACTOR shall coordinate services with the assigned SSA's CalWORKs worker and Children and Family Services Social Worker. CONTRACTOR shall acquire the appropriate Release of Information forms and complete the required Program reports as listed in the Reports Paragraph of this Exhibit A-1 to the Agreement.

11. CRISIS INTERVENTION – CONTRACTOR shall provide crisis intervention services to or on behalf of a Client for a condition that requires more timely response than a regularly scheduled visit. CONTRACTOR shall provide services to assist Clients to deal with life stressors that severely impair their functioning and/or jeopardize the health and safety of themselves, their family, or others. CONTRACTOR shall coordinate with the Crisis Assessment Team program to provide assessments for involuntary hospitalization when necessary and ensure coordination and continuity of care.

12. CHILD CARE – CONTRACTOR shall make available onsite child care services to facilitate participation in program services.

13. TRANSPORTATION – CONTRACTOR shall provide bus passes or other means of transportation to Clients in need of transportation in order to attend treatment appointments and access services.

14. COLLABORATION – CONTRACTOR shall establish and maintain productive working relationships with the COUNTY CalWORKs Team, SSA CalWORKs workers and SSA partners in order to help Clients meet their WTW plan and/or other CalWORKs requirements. Each full time clinician/counselor providing direct services to Clients shall spend, at a minimum, four (4) hours per week at the regional SSA CalWORKs office to provide services to Clients, coordinate services with SSA CalWORKs workers, review CalWORKs case information and

WTW status, enter participation information and comments in SSA CalWIN system, etc. As needed, CONTRACTOR shall participate in collaborative meetings at SSA including but not be limited to Children & Family Services Team Decision Making, and/or CalWORKs Multidisciplinary Team meetings.

15. EMPLOYMENT/VOCATIONAL SUPPORTIVE SERVICES – CONTRACTOR shall provide employment/vocational supportive services to assist Clients to be successful in their Welfare-to-Work Plan and ultimately achieve self-sufficiency through employment. Services may include, but no limited to, assisting with career exploration, resume building, job search, job applications, interview preparation, and job coaching. CONTRACTOR shall establish relationships with employers and vocational agencies to network, create job opportunities and facilitate linkage to employment. CONTRACTOR shall work to explore and implement evidence-based best practices in this area. CONTRACTOR shall coordinate services with SSA CalWORKs workers and ensure that services support the Clients' Welfare-To-Work plan. CONTRACTOR shall develop outcome tracking tools, collect and report employment outcomes to ADMINSTRATOR.

16. TRAUMA-INFORMED CARE – CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

a. A trauma-informed approach includes and understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

- 1) Realizes the widespread impact of trauma and understands potential paths for recovery;
- 2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;
- 3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and
- 4) Seeks to actively resist re-traumatization.

b. Trauma-informed care refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and that creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

- 1) Safe, calm and secure environment with supportive care
- 2) System wide understanding of trauma prevalence, impact, and trauma-informed care
- 3) Cultural competence
- 4) Consumer voice, choice and self-advocacy
- 5) Recovery, client-driven and trauma specific services
- 6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

17. OUTCOME MEASURES – CONTRACTOR shall utilize outcome measures such as, but not limited to, the Outcome Questionnaire (OQ). CONTRACTOR shall track Client’s symptomology and functioning level and make every efforts to improve them through the services provided in the Agreement. CONTRACTOR shall report outcomes and other performance areas as needed by COUNTY. CONTRACTOR shall identify and develop, in conjunction with ADMINISTRATOR and Adult and Older Adult Performance Outcome Department (APOD), additional performance measures/outcomes and/or program goals as needed. CONTRACTOR shall submit outcome measures data to ADMINISTRATOR upon request. Data must be made available in an HCA approved file type. Submissions shall be uploaded to an approved File Transfer Protocol site.

D. PERFORMANCE OUTCOMES:

1. At least seventy five percent (75%) of Clients’ first face-to-face intakes are within ten (10) business days of the admit date.

2. At least nineteen percent (19%) of Clients served will start employment, employment training, and/or educational activities each month.

3. At least forty five percent (45%) of Clients served will have “Employment Activities” CalWORKs/WTW status at time of discharge.

4. At least thirty two percent (32%) of Clients served will have “Employment Preparation Activities” CalWORKs/WTW status at time of discharge.

5. At least fifty six percent (56%) of Clients will have either a “Resolved” or “Partially Resolved” impairment resolution status at time of discharge.

6. CONTRACTOR shall administer a pre and post self-assessment tool to a minimum of eighty percent (80%) of referred Clients who begin participation in the program.

7. CONTRACTOR shall demonstrate a minimum of fifty percent (50%) of improvement in the Clients’ symptomology and functioning.

8. For all substance use or co-occurring disorder cases, CONTRACTOR shall obtain from eighty percent (80%) of Clients, the completed CESI at the time of intake, and the completed CEST at ninety (90) days, six (6) months, annually, and at completion of treatment.

E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons admitted for outpatient substance use or co-occurring disorder treatment services have a health questionnaire completed using form DHCS 5103, or other form approved by ADMINISTRATOR.

2. The health questionnaire is a Client's self-assessment of his/her current health status and shall be completed by Clients.

3. CONTRACTOR shall review the health questionnaire form prior to Client's admission to the substance use or co-occurring disorder program. The completed health questionnaire shall be signed and dated by staff and Client.

4. CONTRACTOR shall file a copy of the health questionnaire in the Client's file.

5. CONTRACTOR shall, based on information provided by Client on the health questionnaire form and as needed, refer Client to licensed medical professionals for physical and laboratory examinations.

a. CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to Client's admission to the program when applicable.

b. CONTRACTOR shall file a copy of the referral and clearance in the Client's file.

6. CONTRACTOR shall provide directly or by referral: HIV education, voluntary HIV antibody testing and risk assessment and disclosure counseling.

7. CONTRACTOR shall have and post at the location where services are provided, written procedures for obtaining medical or psychiatric evaluation and emergency services.

8. CONTRACTOR shall have readily available the name, address, and telephone number for the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

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

G. CONTRACTOR shall develop all requested and required program specific policies and procedures (P&Ps) and guidelines, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates.

H. CONTRACTOR shall provide initial and on-going training and staff development, as requested by ADMINISTRATOR.

I. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using IRIS reports or other COUNTY CalWORKs reports, if available, and if applicable.

J. CONTRACTOR, including each employee that provides services under the Agreement, shall obtain an NPI upon commencement of the Agreement or prior to providing services under the Agreement. All HIPAA covered health care providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

K. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

L. CONTRACTOR shall provide the NPP to all Clients who receive services under the Agreement at the time of the first service.

M. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any individual(s) who have been referred to CONTRACTOR by ADMINISTRATOR 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.

N. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Agreement with the COUNTY, including but not limited to the following. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities.

1. Designate the responsible position(s) in your organization for managing the funds allocated to this program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and the Contract and Program Administrators; and
9. Act quickly to identify and solve problems.

O. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

P. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents

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

VI. STAFFING

A. 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.

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 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.

C. 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. CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other languages and ASL is highly desirable. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY’s ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY’s multiple cultures will assist in maximizing access to services. CONTRACTOR shall provide education and training to staff to address cultural and linguistic needs of population served. All 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 employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

D. 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.

E. 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.

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

PROGRAM	FTEs
Program Director	1.00
Program Administrator	1.00
Clerical Support Staff	1.80
Front Desk Staff	0.40
Child Care Provider	1.80
Data Analyst	0.50
Clinical Supervisor	0.50
Counselor	2.00
Bilingual Counselor	3.00
Employment Specialist	<u>1.00</u>
SUBTOTAL PROGRAM	13.00
TOTAL FTEs	13.00

G. WORKLOAD STANDARDS

1. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35) CalWORKs Clients per clinical/counseling FTE, and provide a minimum of seven thousand two hundred (7,200) DSH. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and seventy-five (175) Clients throughout the term of the Agreement. The parties understand that program caseload is dependent upon COUNTY CalWORKs Team referrals which is based on the number of referrals received from SSA CalWORKs. The parties understand further that ADMINISTRATOR will review services provided quarterly and upon mutual written agreement, units of service may be adjusted.

2. One (1) DSH will be equal to sixty (60) minutes of direct Client service.

3. CONTRACTOR shall provide an average of one hundred (100) DSHs per month per FTE, or one thousand two hundred (1,200) DSHs per year per FTE of direct service time which may include mental health, substance abuse, case management and crisis intervention. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall report Alcohol and Drug Units of Service as number of face-to-face contacts.

5. CONTRACTOR shall report Mental Health Units of Service as number of minutes.

H. All program staff having direct contact with Clients shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall provide ongoing training in topics related to alcohol and drug use on a yearly basis.

I. Staffing levels and qualifications shall meet the requirements of as stated in CCR Title 9, Division 1, Chapter 3, Article 8; Title 9; Division 4, Chapter 8 and/or the State of California Health and Human Services Agency's Department of Health Care Services, Alcohol and/or Other Drug Certification Standards for Outpatient Services.

J. All clinical staff providing treatment services shall be either licensed, registered interns, such as Associate Clinical Social Workers (ACSW), Associate Marriage and Family Therapists (AMFT), Associate Professional Clinical Counselor (APCC), and/or certified in accordance with state DHCS requirements and professional guidelines, as applicable. CalWORKs staffing shall require that a sufficient number of clinical staff be licensed in order to meet program needs.

K. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who are either licensed (LCSW, LMFT or psychologist) or registered interns, such as ACSW or AMFT, or possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to two (2) years' experience in the human services fields.

L. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW, LMFT or psychologist) or registered interns, such as ACSW or AMFT, or possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to two (2) years' experience in the human services fields.

M. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as the Board of Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

N. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

2. An intern is 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 LMFT, a LCSW, a LPCC, or a licensed Clinical Psychologist.

3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of total services provided.

O. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan’s Law, Orange County Sheriff’s, and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have been completed and are acceptable.

P. CONTRACTOR shall maintain personnel files for each staff member, including the 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.

Q. CONTRACTOR shall provide pre-employment screening of any staff person providing any service pursuant to the Agreement.

1. All staff, prior to hiring, shall meet the following requirements:

a. No person shall have been convicted of a sex offense for which the person is required to register as a sex offender under California Penal Code section 290.

b. No person shall have been convicted of an arson offense – Violation of Penal Code sections 451, 451.1, 452, 452.1, 453, 454, or 455;

c. No person shall have been convicted of any violent felony as defined in Penal Code section 667.5, which involve doing bodily harm to another person, for which the staff member was convicted within five years prior to employment;

d. No person shall be on parole or probation;

e. No person shall participate in the criminal activities of a criminal street gang and/or prison gang; and

f. No person shall have prior employment history of improper conduct, including but not limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or inappropriate behavior with staff or Clients at another treatment facility.

2. Exceptions to staffing requirements set forth above may be requested if CONTRACTOR deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and approved in advance by ADMINISTRATOR.

R. CONTRACTOR shall ensure that all staff, including interns and volunteers, 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 place in their personnel files.

S. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training.

T. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

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

V. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access the IRIS at no cost to the CONTRACTOR.

1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with a unique password. Tokens and passwords will not be shared with anyone.

2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff member to whom each is assigned.

3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the Token for each staff member assigned a Token.

4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following conditions:

- a. Each staff member who no longer supports the Agreement;
- b. Each staff member who no longer requires access to the IRIS;
- c. Each staff member who leaves employment of CONTRACTOR; or
- d. Token is malfunctioning.
- e. Termination of this Agreement.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

6. CONTRACTOR shall reimburse the ADMINISTRATOR for Tokens lost, stolen, or damaged through acts of negligence.

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