



**AMENDMENT NO. 3  
TO  
CONTRACT NO. MA-042-19010171  
FOR  
MULTI-SERVICE CENTER SERVICES FOR HOMELESS MENTALLY ILL ADULTS**

This Amendment ("Amendment No. 3") to Contract No. MA-042-19010171 for Multi-Service Center Services for Homeless Mentally Ill Adults is made and entered into on July 1, 2021 ("Effective Date") between Orange County Association for Mental Health dba Mental Health Association of Orange County, 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-042-19010171 for Multi-Service Center Services, effective July 1, 2018 through June 30, 2021, in an amount not to exceed \$6,625,059, renewable for three additional one-year periods ("Contract"); and

**WHEREAS**, the Parties executed Amendment No.1 to modify Exhibit A and to increase the Period Two Maximum Obligation by \$45,000 from \$2,208,353 to \$2,253,353, for a revised cumulative total amount not to exceed \$6,670,059 and

**WHEREAS**, the Parties executed Amendment No. 2 to add Federal Emergency Management Agency (FEMA) provisions into the Contract for Covid-19 related needs to allow invoicing for Covid-19 related expenditures; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 2 to replace Exhibit A with Exhibit A-1 of the Contract and to renew the Contract for one year, effective July 1, 2021 through June 30, 2022, for County to continue receiving and Contractor to continue providing the services set forth 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, 2021 through June 30, 2022, in an amount not to exceed \$1,908,154 for this renewal period, for a revised cumulative total not to exceed \$8,578, 213; on the amended terms and conditions.
2. Section (Referenced Contract Provisions), subsection Term and Maximum Obligation of the Contract are deleted in their entirety and replaced with the following:

**"Term:** July 1, 2018 through June 30, 2022

Period One means the period from July 1, 2018 through June 30, 2019

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

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

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

**Amount Not To Exceed:**

Period One Amount Not to Exceed:	\$2,208,353
Period Two Amount Not to Exceed:	\$2,253,353
Period Three Amount Not to Exceed:	\$2,208,353
Period Four Amount Not to Exceed:	<u>\$1,908,154</u>
TOTAL AMOUNT NOT TO EXCEED:	\$8,578,213"

3. Paragraph XXXII (Dispute Resolution) is added to the Contract as follows:

**"XXXII. DISPUTE RESOLUTION**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:

1. CONTRACTOR shall submit to the County Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Agreement, unless COUNTY, on its own initiative, has already rendered such a final decision.

2. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the demand a written statement signed by an authorized representative indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which CONTRACTOR believes COUNTY is liable.

B. Pending the final resolution of any dispute arising under, related to, or involving this Agreement, CONTRACTOR agrees to proceed diligently with the performance of services secured via this Agreement, including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed diligently shall be considered a material breach of this Agreement.

C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by a County Deputy Purchasing Agent or designee. If COUNTY fails to render a decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions.

D. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county."

4. Exhibit A is deleted in its entirety and replaced with the attached Exhibit A-1

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

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the 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: Orange County Association for Mental Health dba Mental Health Association of Orange County**

Jeff Thrash

CEO

Print Name

Title

DocuSigned by:



3/22/2021

94C5D4F5B2E54BC...

Date

Print Name

Title

Signature

Date

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**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 McClean

Deputy County Counsel

Print Name

Title

DocuSigned by:



3/22/2021

9713A4061D4343D...

Date

County of Orange, Health Care Agency  
File Folder: MO42DR083

Contract MA-042-19010171

EXHIBIT A -1  
TO AGREEMENT FOR PROVISION OF MULTI-SERVICE CENTER SERVICES FOR  
HOMELESS MENTALLY ILL ADULTS  
BETWEEN  
COUNTY OF ORANGE  
AND  
ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH  
DBA MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
JULY 1, 2021 THROUGH JUNE 30, 2022

**I. COMMON TERMS AND DEFINITIONS**

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

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. Activities of Daily Living (ADL) means 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. Evidence-Based Practice (EBP) means 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. 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.

c. 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.

6. 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.

7. Centralized Assessment Team (CAT) means a team of clinicians who provide mobile response, including mental health evaluations/assessment, for those experiencing a mental health crisis, on a twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide diversion away from hospitalization as well as providing Referrals and follow-up to assist linkage to Mental Health Services.

8. 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.

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

10. 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.

11. Clinical Social Worker (CSW) 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.

12. Crisis Stabilization Unit (CSU) means 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.

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 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.

c. 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 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.

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) 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. Direct Service Hours (DSH) 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. Full Service Partnership (FSP) 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 multidisciplinary 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: crisis management, housing services, twenty-four (24) hours per day, seven (7) days per week intensive case management, community-based wraparound recovery services, vocational and educational services, job coaching/developing, Client employment, money management/representative payee support, Flexible Fund account for immediate needs, transportation, illness education and self-management, medication support, co-occurring services, linkage to financial benefits/entitlements, family and peer support, and supportive socialization and meaningful community roles.

a. Client Services are focused on Recovery and harm reduction to encourage the highest level of Client empowerment and independence achievable. PSCs 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.

b. 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.

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. Integrated Records Information System (IRIS) means a collection of applications and databases that serve the needs of programs within the 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.

23. 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.

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

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

27. 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.

28. 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 mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

b. 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.

c. 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. The beneficiary may or may not be present for this service activity.

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 skills, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

g. 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 and the service delivery system; monitoring of the 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 Clients which may include family therapy in which the Client is present.

29. 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.

30. 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.

31. 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.

32. 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."

33. MORS is a Recovery scale that ADMINISTRATOR will be using for the adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace 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 ADMINISTRATOR.

34. NOA-A means Notice of Action A and refers to a Medi-Cal requirement that informs the beneficiary that he/she is not entitled to any specialty mental health service. The County of Orange 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.

35. 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 NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

36. 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.

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

38. 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 practice is informed by his/her own experience.

39. Personal Health Information (PHI) means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. 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. Personal Services Coordinator (PSC) means an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles. The PSC is responsible for clinical care and case management of assigned Client and families in a community, home, or program setting. This includes assisting Clients with mental health, housing, vocational and educational needs. The position is also responsible for administrative and clinical documentation as well as participating in trainings and team meetings. The PSC shall be active in supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent and Client-centered approach.

41. Pharmacy Benefits Manager (PBM) means the organization that manages the medication benefits that are given to Clients that qualify for medication benefits.

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

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

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

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

50. Quality Improvement Committee (QIC) 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 is not involved in the clinical care of the cases.

51. Recovery is 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 live:

- a. Community: Relationships and social networks that provide support, friendship, love, and hope;
- b. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;
- c. Home: A stable and safe place to live; and
- d. 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.

52. 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.

53. Supportive Housing PSC means a Personal Services Coordinator 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.

54. 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.

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

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

57. 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.

58. Wellness Recovery Action Plan (WRAP) as developed by Mary Ellen Copeland 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 to the Agreement.

## **II. BUDGET**

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

ADMINISTRATIVE COST	<u>PERIOD FOUR</u>
Indirect Costs	<u>225,230</u>
SUBTOTAL ADMINISTRATIVE COST	\$ 225,230
 PROGRAM COST	
Salaries	\$759,906
Benefits	151,981
Services and Supplies	654,249
Independent Housing Fund	32,788
Subcontractor	<u>84,000</u>
SUBTOTAL PROGRAM COST	\$1,682,924
 TOTAL COST	 \$1,908,154
 REVENUE	
PATH	\$ 548,505
SAMHSA	249,240
COUNTY Discretionary	602,920
MHSA	<u>507,489</u>
TOTAL REVENUE	\$1,908,154
 TOTAL AMOUNT NOT TO EXCEED	
	 \$1,908,154
informational purposes only.	



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

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

D. CFDA Information

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

- a. CFDA Year: 2017  
 CFDA No.: 93.150  
 Program Title: Projects for Assistance in Transition from Homelessness (PATH)  
 Federal Agency: Department of HHS  
 Award Name: Substance Abuse and Mental Health Services
- b. CFDA Year: 2017  
 CFDA No.: 93.958  
 Program Title: Substance Abuse & Mental Health Services Administration

(SAMHSA)

Federal Agency: Department of HHS

Award Name: Substance Abuse and Mental Health Services

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

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

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

### **III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$184,029 per month for Period One, \$187,779 for Period Two, \$184,029 for Period Three and \$159,013 for Period Four. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder, provided, however, the total of such payments does not exceed the Maximum Obligation as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to

CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

#### **IV. REPORTS**

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

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

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

2. CONTRACTOR shall submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year-end actual costs and revenues for

CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.

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

D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, including a program narrative and Performance Outcome report, on a form acceptable to or provided by ADMINISTRATOR, which will be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported, unless otherwise specified. Programmatic reports will include, but not be limited to, the following:

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

E. QUARTERLY AND ANNUAL PATH REPORTS – CONTRACTOR shall complete input of quarterly and annual HMIS data into the PATH PDX System for submission to the State. Quarterly reports are due October 20, January 20, April 20, and July 20 for each fiscal year, and the annual report is due October 20 following the end of the prior fiscal year being

reported. ADMINISTRATOR will provide reminders to CONTRACTOR of the pending due dates for the PATH reports.

F. 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.

G. 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 becoming aware of any such serious adverse incident, and complete a Special Incident Report in accordance with established P&Ps.

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

## **V. SERVICES**

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

2416 South Main Street  
Santa Ana, CA 92707

1. The facility shall:
  - a. Be sufficient to accommodate and serve up to an average of eighty (80) Clients per day of operation. Capacity of the program shall be modified in accordance with State and COUNTY Guidelines related to the COVID-19 pandemic, as required.
  - b. Be clean and maintained in a manner appropriate for the contracted services being provided.
  - c. Include a dayroom; an area for food preparation; space which can be used for groups; classes, or pre-vocational activities; and space to support the services specified within the Agreement.
  - d. Include separate, private showers, and changing areas for men and women, toiletries, and laundry facilities.

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

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

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

h. The hours of operation shall be from 6:00 a.m. until 6:00 p.m., Monday through Friday; however, CONTRACTOR shall modify these hours of operation in order to meet the needs of homeless adults with mental illness with approval from ADMINISTRATOR. During the COVID-19 pandemic, and in accordance with State and COUNTY guidelines regarding capacity of indoor and in-person services, the hours of operation shall be modified and shall operate from 6:30 a.m. – 4:30 p.m, Monday through Friday, and shall consist of two operating blocks of time in the morning and afternoon from 6:30 a.m. – 10:30 a.m., and from 12:30 p.m. – 4:30 p.m., with a program closure from 10:30 a.m. – 12:30 p.m., to allow for a thorough and deep cleaning of the facility in between blocks of programming. Maximum capacity for Clients in the program during the COVID-19 pandemic shall be twenty-four (24) persons maximum during each block of programming. Post-COVID-19 operations will return to a 6:00 a.m. – 6:00 p.m. operation schedule, with full-day operations and the ability to serve up to an average of eighty (80) Clients per day, however, post-COVID-19 operations will continue to be per State and COUNTY guidelines, as appropriate.

i. Provide daily supervised access to telephone and internet usage for each Client in the program, as necessary, in an effort to contact and/or assist homeless adults with mental illness in reuniting with family members, job search, research educational activities, and search for permanent housing opportunities.

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

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

2. CONTRACTOR shall provide an unarmed, uniformed security guard five (5) days per week, twelve (12) hours per day, from 6:00 a.m. to 6:00 p.m. at the MSC. The security guard shall be available to assist staff in de-escalation of any incidents within the program, as well as to ensure that Clients are not congregating in parking areas at the program, or at neighboring businesses in the immediate vicinity of the MSC. The security guard shall conduct rounds to neighboring businesses every 30 minutes to ensure any Clients of the MSC are not congregating



at those businesses, and encouraging any non-members of the MSC to not loiter at those businesses.

3. CONTRACTOR shall periodically conduct fire drills at the MSC facility which shall include, but not be limited to, testing of all smoke alarms, orderly evacuation of the premises, and assembly of Clients and staff in a pre-designated location outside the MSC. Fire extinguishers shall be periodically inspected and kept in proper working order at all times, and designated staff shall be provided annual training on the proper use of the fire extinguishers.

4. CONTRACTOR shall designate a Safety representative to coordinate fire drills, smoke alarm testing, fire extinguisher training, and any other training required for the safety and well-being of all Clients and staff within the MSC program.

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

1. COUNTY contracted shelter bed providers;
2. Community outreach workers;
3. Community Based Organizations (CBO); and
4. Consumer referrals.

C. PROGRAM SERVICES – MULTI-SERVICE CENTER

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

2. Initial Interview – CONTRACTOR shall provide an initial interview within one (1) week of first contact to determine if an individual is eligible for services and to determine the individual's current level of functioning and needs.

3. Health Assessment – CONTRACTOR shall complete a Health Assessment to screen for the medical, mental health, and case management needs of the client, and the eligibility of an individual to receive services. CONTRACTOR shall examine each Client's strengths, weaknesses, and resource needs to establish an Individual Service Plan (ISP). The ISP records the Client's level of psychosocial impairment, substance abuse and physical health problems, support network availability, adequacy of living arrangements, financial status, and employment status including employment potential and training needs. Each ISP shall be reviewed and updated quarterly, at a minimum.

4. Case Management – CONTRACTOR shall provide services including, but not limited to, providing assistances and support to individuals in developing their skills to gain access to needed medical, behavioral health, housing, employment, social, educational, and other



services essential to meeting basic human services, in addition to providing linkages and training for the Client served in the use of basic community resources, and monitoring of overall service delivery. CONTRACTOR shall perform techniques related to Motivational Interviewing, and worked with Clients within the tenets of the Recovery Model, in order to elicit information, and engage with their Clients.

5. Food Services - On a daily basis, CONTRACTOR shall provide light snacks and refreshments up to an average of eighty (80) Clients per day. During the COVID pandemic, and modified hours of operation and program capacity, light snacks and refreshments shall be provided up to an average of forty-eight (48) Clients per day. Program capacity and snacks and refreshments served shall be adjusted in accordance with State and COUNTY guidelines.

6. CONTRACTOR shall seek training from a qualified nutritionist, or equivalent, to assist with the planning and development of nutritionally balanced snacks and refreshments to be served daily at the program.

7. Health Inspections – CONTRACTOR’s Food Services provision shall be periodically subject to health inspections by appropriate County of Orange authorities, and CONTRACTOR shall maintain these services in accordance with all applicable laws and regulations.

8. Food Handling Certification – CONTRACTOR’s staff who are responsible for food preparation and distribution are required to complete a certified food handling course, and maintain such certification at all times while working in the program.

9. Peer/Volunteer Counseling – Volunteers may be trained by professionals to counsel Clients in a self-help approach to increase Clients’ readiness for treatment. The peer/volunteers' training, combined with similar life experiences, will enable Peer/Volunteer counselors to help Clients cope with a range of common concerns.

10. Field Case Management Services

a. General Population - CONTRACTOR shall provide field case management services to homeless persons in County who have a mental health disorder, and may also have a co-occurring substance use disorder, who could benefit from MSC services and/or referral and linkage to appropriate community medical, behavioral health or other necessary services. CONTRACTOR shall embed in their services techniques on Evidence Based Practices (EBP) such as Trauma-Informed Care, Motivational Interviewing, and Critical Time Intervention, which are useful to those working with individuals experiencing homelessness. CONTRACTOR shall provide ongoing trainings to staff to increase the effectiveness of the community’s outreach, in-reach, and engagement efforts.

b. Veteran Population - CONTRACTOR shall provide field case management services to homeless persons in County, specifically geared toward veterans of the armed forces, who could benefit from linkage to appropriate services and to the Veteran's Administration or the Veteran's Hospital Long Beach for medical, psychiatric, benefits acquisition or other needed services. CONTRACTOR shall make space available in their program for visiting or collaborating agency community outreach representatives, as necessary, for coordination of services.

11. Referrals - CONTRACTOR shall provide assistance to Clients in obtaining and coordinating social and maintenance services including: daily living activities; transportation services; habilitation and rehabilitation services; housing services; pre-vocational and vocational services; educational services; medical services; veteran services; and income support services.

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

a. Providing space at the MSC facility for County staff to provide Short-Term Housing coordination services.

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

13. Transportation – CONTRACTOR shall provide transportation for Clients to and from emergency Short-Term Housing facilities (Shelter Beds) on an as needed basis, General Relief and Supplemental Security Income (SSI) offices, non-emergency medical and mental health services, and other service providers as necessary. CONTRACTOR shall provide assistance with mapping and accessing public transportation for Clients. Bus passes shall also be made available on an as needed basis, and CONTRACTOR shall offer bus passes and/or provide transportation to Clients at the end of the program day, to return them to their place of residence, as required. All bus passes shall be maintained in a secure location, and disbursement of bus passes shall be kept in a formal record keeping log and made available to ADMINISTRATOR upon request.

14. Independent Housing Fund (IHF) Program Services

a. CONTRACTOR shall be responsible for:

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

6) Reporting any returned checks to ADMINISTRATOR immediately upon receipt; and

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

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

#### 15. Vocational and Pre-Vocational Services

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

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

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

#### 16. Linkage to Behavioral Health Services

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

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

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

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

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

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

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

18. Benefits Assistance – CONTRACTOR shall assist Clients with benefits assessment, problem-solving, and/or acquisition (SSI, SSDI, etc.).

19. Substance Use Disorder (SUD) Services – Provide a space for SUD Services, which may include, but not be limited to, a room for private individual, group meetings, and 12-Step or similar group meetings.

20. Medical Services – CONTRACTOR shall provide initial Assessments of general medical status and maintain the ability to provide basic wound care or refer to another facility as needed.

21. Employment and Vocational Training Services – CONTRACTOR shall facilitate pre-employment and employment activities that may include, but are not limited to: job preparedness groups and individual evaluation; assistance with locating employment; skills identification; resume writing; dressing for success; interviewing and follow-up techniques and practice; job search including attendance at job fairs; job coaching; and other activities focused on attaining and maintaining employment. Some or all vocational services may be provided onsite by CONTRACTOR or another provider with appropriate qualifications.

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

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

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

D. WORKLOAD STANDARDS - CONTRACTOR shall provide approximately twenty thousand eight hundred (20,800) units of service, which shall be achieved by serving a daily average of eighty (80) persons per day each day at the MSC location during the term of the Agreement.

E. PROGRAM OBJECTIVES - CONTRACTOR shall, at a minimum, track and monitor the following activities:

1. The total number of Clients who are referred to and linked to COUNTY Adult Behavioral Health clinics, Mental Health Services Act (MHSA) FSP programs, VA Mental Health and health related services and other community based mental health and other resources.

2. The total number of both duplicated and unduplicated Clients served by the MSC program, including but not limited to: Field case management, Housing, Veteran's, and Pre-Vocational Services.

3. The total number of Veteran contacts for the MSC program, Veterans enrolled in the MSC program, and enrolled Veteran's linked to Veteran's Administrative services.

4. The total number of community worker field contacts including both duplicated and unduplicated Clients, for the MSC program.

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

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

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

8. The total number of Clients, both duplicated and unduplicated, who have been transported to shelter beds from the MSC program; the total number of Clients, both duplicated and unduplicated, who have been transported to behavioral health, medical services, and other community resources; and those MSC Clients requiring transportation to their place of residence at the end of the program day.

9. The total number of bus passes provided to Clients from the MSC program.

10. The total number and type of in-service trainings provided to CONTRACTOR's staff.

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

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

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

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

15. The total number of Clients who received snacks and refreshments at the MSC program.

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

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

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

1. CONTRACTOR shall refer a minimum of two thousand (2,000) Clients from the MSC program to other supportive service agencies for one time and ongoing assistance. Such services shall include, but are not limited to: behavioral health services; drug and alcohol services; medical and health related services; food; identification cards; bus passes; and legal services;

2. CONTRACTOR shall provide field case management to, and enroll a minimum of one hundred twenty (120) veteran Clients and link a minimum of seventy-five (75) veteran Clients to Veteran's Affairs (VA) resources, including VA Mental Health services;

3. CONTRACTOR's MSC program shall link a minimum of one hundred (100) unduplicated Clients to their initial meeting with COUNTY Behavioral Health clinics, MHSA Full Service Partnership programs and other community mental health resources;

4. CONTRACTOR shall refer one hundred fifty (150) Clients to the MSC housing program and successfully link seventy-five (75) Clients to housing;

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

6. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly basis from the start date of this Agreement, to determine the effectiveness of services offered by the program, and make programming recommendations or modifications, as required, which will ensure the services provided are meeting the needs of Clients, and also to ensure that Performance Outcomes are achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall status and achievement of Performance Outcomes established for this program.

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

H. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, a reporting procedure, staff training to address neighbor complaints, and a resolution process.

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

J. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with



ADMINISTRATOR's standard of care, P&P's, documentation standards and any state regulatory requirements.

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

L. 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.

M. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to, serious physical harm to self or others, serious destruction of property, and developments, which may raise liability issues with COUNTY, and shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client related services provided under the Agreement, as set forth in the Notices Paragraph of the Agreement.

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

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

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

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

R. CONTRACTOR shall attend meetings as requested by ADMINISTRATOR, including but not limited to:

1. Monthly management meetings with ADMINISTRATOR to discuss contract performance issues including, but not limited to, whether the program is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P, review of statistics and clinical services;
2. Staff training for individuals conducted by ADMINISTRATOR; and
3. Other staff training as requested by ADMINISTRATOR.

S. CONTRACTOR shall develop all requested and required program specific P&P, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&P and prior to accepting any Client admissions to the program.



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

## **VI. STAFFING**

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. 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 policies and procedures (P&P); copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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

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

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E. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in

Full-Time Equivalents (FTE) continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

PROGRAM	<u>FTE</u>
Assistant Program Director	1.00
Back to Work Specialist	1.00
Case Manager	4.00
Counselor	3.00
Counselor/Outreach Worker	1.00
Data Analyst	1.00
Dual Diagnosis Specialist	1.00
Facility Manager	1.00
Housing Specialist	1.00
Program Assistant	1.00
Program Director	1.00
Regional Clinical Supervisor	0.50
Registered Nurse	0.50
Veteran Liaison	1.00
Veteran Outreach Worker	<u>1.00</u>
TOTAL PROGRAM FTEs	19.00
TOTAL CONTRACT FTEs	19.00

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

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

H. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all ADMINISTRATOR and CONTRACTOR P&P related to the services provided under the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member, and place it in their personnel files.

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

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

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

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

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