AMENDMENT NO. 6
TO
CONTRACT NO. MA-042-18010267
FOR
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES

This Amendment ("Amendment No. 6") to Contract No. MA-042-18010267 for Collaborative Court Full Service Partnership Services is made and entered into on July 1, 2021 ("Effective Date") between Telecare Corporation ("Contractor"), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, 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 Street, 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-042-18010267 for Collaborative Court Full Service Partnership Services, effective July 1, 2017 through June 30, 2020, in an amount not to exceed $8,111,799, renewable for two additional one-year terms ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to utilize a portion of the Board approved 10% contingency contract cost increase to increase the Period Two Maximum Obligation by $192,719 from $2,703,933 to $2,896,652, for a revised cumulative total amount not to exceed $8,304,518; and

WHEREAS, the Parties executed Amendment No. 2, effective January 1, 2020, to increase the Period Three Maximum Obligation by $455,107 from $2,703,933 to $3,159,040, for a revised cumulative total amount not to exceed $8,759,625; and

WHEREAS, the Parties executed Amendment No. 2A to amend Exhibit A of the Contract to reflect a change in the staffing patterns; and

WHEREAS, the Parties executed Amendment No. 3 to amend specific terms and conditions of the Contract, to replace Exhibit A with Exhibit A-1 of the Contract, and to renew the Contract for one year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed $3,595,680, for a revised cumulative total amount not to exceed $12,355,305, renewable for one additional one-year term; and

WHEREAS, the Parties executed Amendment No. 4 to amend Exhibit A-1 of the Contract to adjust budgeted line item amounts, the staffing pattern, and productivity requirements to allow for more client care; and

WHEREAS, the Parties executed Amendment No. 5 to add Federal Emergency Management Agency (FEMA) provisions to the Contract for COVID-19 related needs; and

WHEREAS, the Parties now desire to enter into this Amendment No. 6 to replace Exhibit A-1 with Exhibit A-2 of the Contract and to renew the Contract for one year 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 term of one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed $3,595,680 for this renewal term, for a revised cumulative total amount not to exceed $15,950,985; on the amended terms and conditions.

2. Page 4, Referenced Contract Provisions, subsection Term of the Contract is deleted in its entirety and replaced with the following:

"**Term**: July 1, 2017 through June 30, 2022
Period One means the period from July 1, 2017 through June 30, 2018
Period Two means the period from July 1, 2018 through June 30, 2019
Period Three means the period from July 1, 2019 through June 30, 2020
Period Four means the period from July 1, 2020 through June 30, 2021
Period Five means the period from July 1, 2021 through June 30, 2022

3. Page 4, Referenced Contract Provisions, subsection Maximum Obligation of the Contract is deleted in its entirety and replaced with the following:

"**Maximum Obligation:**
Period One Maximum Obligation: $2,703,933
Period Two Maximum Obligation: $2,896,652
Period Three Maximum Obligation: $3,159,040
Period Four Maximum Obligation: $3,595,680
Period Five Maximum Obligation: $3,595,680
TOTAL MAXIMUM OBLIGATION: $15,950,985"

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

"A. CONTRACTOR shall submit a separate individual and/or consolidated Cost Report for Period One, Period Two, Period Three, Period Four and Period Five, or for a portion therefore, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by

CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report."

5. Exhibit A-1 is deleted in its entirety for the term July 1, 2021 through June 30, 2022 and replaced with Exhibit A-2.

This Amendment No. 6 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. 6 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 6 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 6 remain in full force and effect.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 6. 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: Telecare Corporation, a California for profit corporation

Leslie Davis	Senior VP and CFO
Print Name	Title
DocuSigned by: Leslie Davis D4E92DDF964047C...	3/22/2021
Signature	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

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

Brittany McLean	Deputy County Counsel
Print Name	Title
DocuSigned by: Brittany McLean 9713A4061D4343D...	3/24/2021

EXHIBIT A-2
TO THE CONTRACT FOR PROVISION OF
COLLABORATIVE COURT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2021 THROUGH JUNE 30, 2022

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 Contract.

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

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

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

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

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

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

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body

of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations; and finally, produces specific outcomes.

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

6. 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. 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 multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and provides case management, linkage, and follow ups for individuals evaluated.

8. Certified Chart 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 Member means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Contract, 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. 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 designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

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

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

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

b. Data Mining and Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working on strategies for gathering new data from the Client's perspective which will improve understanding of Client's 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.

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

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

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

14. DCR means Data Collection and Reporting and refers to the DHCS developed data collection and reporting system that ensures adequate research and evaluation regarding the effectiveness of services being provided and the achievement of outcome measures. COUNTY is required to report Client information and outcomes of the FSP program directly to the FSP DCR system by XML file submission of the three different type of Client assessments (PAF, KET, and 3M).

15. Diagnosis means the definition of the nature of the Client's disorder. When formulating the Diagnosis of Client, CONTRACTOR shall use the diagnostic codes as specified

in the most current edition of the Diagnostic Statistical Manual (DSM) published by the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

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

17. 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 successful Outreach.

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

19. FSP means Full Service Partnership and refers to a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes Clients being a full partner in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be established including the Client, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Client to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery.

a. Services will include, but not be limited to, the following:

1) Crisis management;
2) Housing Services;
3) Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
4) Community-based Wraparound Recovery Services;
5) Vocational and Educational services;
6) Job Coaching/Developing;
7) Client Employment;
8) Money management/Representative Payee support;
9) Flexible Fund account for immediate needs;
10) Transportation;
11) Illness education and self-management;
12) Medication Support;

13) Co-occurring Services;
14) Linkage to financial benefits/entitlements;
15) Family and Peer Support; and
16) Supportive socialization and meaningful community roles.

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

c. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who are dually diagnosed, in a partnership to achieve the individual's wellness and Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the Client's progress through pre-determined quality of life outcome domains (housing, decreased incarceration, 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 as evidenced by progressing to lower level of care or out of the "intensive case management need" category.

20. 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. This individual is responsible for keeping abreast of the continuum of housing placements as well as Fair Housing laws and guidelines. This individual is responsible for understanding the procedures involved in housing placement, including but not limited to: the referral process, Coordinated Entry System, Licensed Residential placements, and interim housing placements.

21. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide Clients and/or their families with immediate assistance, as deemed clinically 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.

22. 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.

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

24. IRIS means Integrated Records Information System and refers to 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.

25. 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.

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

27. Medical Necessity means the requirements as defined by CCR, Title 9 and as listed in the COUNTY Mental Health Plan (MHP) Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria, and Intervention Related Criteria.

28. 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.

29. 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. 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.

c. Co-Occurring Integrated Treatment Model means evidence-based Integrated Treatment programs, in which Clients 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 which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral, and therapy.

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

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

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

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

30. 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, substance use 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. 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 services.

33. 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."

34. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY 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 COUNTY.

35. NOABD means Notice of Adverse Benefit Determination. An Adverse Benefit Determination is a Medi-Cal requirement defined to mean any of the following actions taken by a Plan: 1) The denial or limited authorization of a requested service, including determinations based on the type of level of service, medical necessity, appropriateness, setting, or effectiveness of a covered benefit; 2) The reduction, suspension, or termination of a previously authorized service; 3) The denial, in whole or in part, of payment for a service; 4) The failure to provide services in a timely manner; 5) The failure to act within the required timeframes for standard resolution of grievances and appeals; and 6) The denial of a beneficiary's request to dispute financial liability.

36. NPI means National Provider Identifier and refers to the standard unique health identifier that was adopted by the Secretary of HHS under Health Insurance Portability and Accountability Act (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.

37. 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.

38. 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.

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

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

41. 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.

42. Plan Coordinator means an 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 waivered 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 Associate MFT 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 community's 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. PSC means Personal Services Coordinator and refers to an individual who will be part of a multi-disciplinary team that will provide community based Mental Health Services to adults that are struggling with persistent and severe mental illness as well as homelessness, rehabilitation, and Recovery principles. The PSC is responsible for clinical care and case management of assigned Clients 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.

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

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

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

52. Recovery means a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential, and identifies four major dimensions to support Recovery in life:

a. Health: Overcoming or managing one's disease(s) as well as living in a physically and emotionally healthy way;

b. Home: A stable and safe place to live;

c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking, or creative endeavors, and the independence, income, and resources to participate in society; and

d. Community: Relationships and social networks that provide support, friendship, love, and hope.

53. Referral means the act of sending an individual to another person or place for services, help, advice, etc.

54. 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 latest DSM.

55. Supportive Housing PSC means a person who provides services in a supportive housing structure. This person will coordinate activities which will include, but not be limited to: independent living skills, social activities, supporting communal living, assisting residents with conflict resolution, advocacy, and linking Clients with the assigned PSC for clinical issues. Supportive Housing PSC will consult with the multidisciplinary team of Clients assigned by the program. The PSCs will be active in supporting and implementing a FSP Philosophy and its individualized, strengths-based, culturally appropriate, and Client-centered approach. The Supportive Housing PSC will support all MHSA residents living in the assigned housing project, whether or not the tenant is receiving services from the on-site FSP. The Supportive Housing PSC will work with Property Manager, MHSA Housing County monitor, Resident Clinical Service Coordinator, and other support services located on-site. This individual will provide services that support housing sustainability for MHSA tenants and will be active in supporting and implementing a Full Service Partnership approach that is individualized, strengths-based, culturally appropriate, and Client-centered.

56. 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 Administrator or designee.

57. Token means the security device which allows an individual user to access the COUNTY's Integrated Records Information System (IRIS).

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

59. 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 Client's 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.

60. WRAP means Wellness Recovery Action Plan and refers to a Client self-help tool 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-2 to the Contract.

II. BUDGET

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

	PERIOD FIVE
ADMINISTRATIVE COST	
Indirect Costs	$ 469,002
SUBTOTAL ADMINISTRATIVE COST	$ 469,002
PROGRAM COST	
Salaries	$ 1,522,418
Benefits	434,535
Services and Supplies	417,300
Flexible Funds	598,505
Subcontracts	153,920
SUBTOTAL PROGRAM COST	$ 3,126,678
GROSS COST	$ 3,595,680
REVENUE	
FFP Medi-Cal	$ 550,000
MHSA Medi-Cal	550,000
MHSA	2,495,680
TOTAL REVENUE	$ 3,595,680
TOTAL BUDGET	$3,595,680

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget

identified in Subparagraph II.A. of this Exhibit A-2 to the Contract includes Indirect Costs not to exceed fifteen percent (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. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

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

E. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a Policies and Procedures (P&P), or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Contract. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Contract, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and appropriate for the treatment of Client's mental illness and overall quality of life.

3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report.

4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to, the following:

a. Purpose for which Flexible Funds are to be utilized. This shall include a description of what type of expenditures are appropriate, reasonable, justified, and that the expenditure of Flexible Funds shall be individualized according to the Client's needs. Include a sample listing of certain expenditures that are allowable, unallowable, or require discussion with ADMINISTRATOR;

b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may include procedures for check requests/petty cash, or other methods of access to these funds;

c. Identification of the process for documenting and accounting for all Flexible Funds expenditures, which shall include, but not be limited to, retention of comprehensible source documentation such as receipts, copy of Client's lease/rental contracts, general ledgers, and needs documented in Client's treatment plan;

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client's situation. PSCs will assist Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

e. Statement indicating that no single Flexible Funds expenditure, in excess of $1,000, shall be made without prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed the $1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the expenditure;

f. Statement that pre-purchases shall only be for food, transportation, clothing, and motels, as required and appropriate;

g. Statement indicating that pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be limited to a combined, $5,000 supply on-hand at any given time and that all voucher and/or gift card purchases and disbursement shall be tracked and logged by designated CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-five dollars ($25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

h. Statement indicating that pre-purchases for motels shall be on a case-by-case basis and time-limited in nature and only utilized while more appropriate housing is being located. Pre-purchase of motel rooms shall be tracked and logged upon purchase and

disbursement;

i. Statement indicating that Flexible Funds are not to be used for housing for Clients that have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by ADMINISTRATOR;

j. Statement indicating that Flexible Funds shall not be given in the form of cash to any Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program; and

k. Identification of procedure to ensure secured storage and documented disbursement of gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff possession.

F. 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.

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

H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-2 to the Contract.

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $299,640 per month. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-2 to the Contract; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State, and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-2 to the Contract.

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-2 to the Contract. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by 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-2 to the Contract. 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-2 to the Contract 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 twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC

1. CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, as indicated below, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Mental Health Programmatic reports will include, but not be limited to, the following:

a. A description of CONTRACTOR's progress in implementing the provisions of this Contract,

b. Report of placement and movement of Clients along the continuum of services, using guidelines for monthly report of the number of 5150 participants,

c. Voluntary and involuntary hospitalizations and special incidences,

d. Vocational programs, educational programs, including new job placements, Clients in continuing employment.

e. Reporting of the numbers of Clients based upon their level of function in the MORS Level system.

f. Chart compliance by percentage of compliance with all Medi-Cal records, in addition to any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes.

g. CONTRACTOR statement whether the program is or is not progressing satisfactorily in achieving all the terms of this Contract, and if not, shall specify what steps will be taken to achieve satisfactory progress.

2. 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.

3. 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.

4. CONTRACTOR shall submit monthly benefit acquisition reports to ADMINISTRATOR. The reports will, at minimum, report on the number of new applications submitted, number of applications approved, number of applications that are pending, denied or being appealed, and number of Clients ineligible for benefits.

E. 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.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports Paragraph of this Exhibit A-2 to the Contract.

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of General Population Full Service Partnership Services for exclusive use by COUNTY at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR:

1910 Bush Street
Santa Ana, CA 92706

1. The facility shall include space to support the services identified within the Contract.

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday, in adherence with COUNTY's regularly scheduled service hours and holidays. In addition, CONTRACTOR shall operate extended hours at least two (2) evenings or days per week and provide limited weekend services and activities to accommodate Client needs. Any change or deviation from this schedule must have prior approval from COUNTY. CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week, whichever the situation indicates.

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

4. CONTRACTOR shall obtain a NPI - The standard unique health identifier adopted by the Secretary of HHS under HIPAA of 1996 for health care providers.

B. INDIVIDUALS TO BE SERVED - Adults, ages eighteen (18) years and older, who have a serious mental illness and are facing pending charges that carry jail and/or prison time. Individuals must be legally residing in Orange County and otherwise eligible for public services under Federal and State law. All individuals served must meet CCR Title IX medical necessity criteria. ADMINISTRATOR will serve as a principal gatekeeper to potential Clients who may also have one or more of the following conditions:

1. Homelessness or at risk of homelessness;
2. Co-occurring substance use disorders; or
3. Unserved or underserved or not successfully engaged in traditional mental health services.

C. PROGRAM PHILOSOPHIES – CONTRACTOR's program shall be guided by the following values, philosophies, and approaches to Recovery in the services provided:

1. Ensuring Cultural Considerations – CONTRACTOR shall tailor services to the Client's worldview and belief systems and to enhance the therapeutic relationship, intervention, and outcome. Consideration to how Clients identify in terms of race, ethnicity, sexual orientation, and spirituality shall be considered when developing and providing services.

2. Being Fully Served, Ensuring Integrated Experience – To begin to understand and apply FSP practices, one must first understand the concepts inherent in the carefully selected phrase Full Service Partnership, including the idea of what it means to "be fully served" and providing an integrated service experience within the FSP. Individuals who have been diagnosed with a serious mental illness shall receive mental health services through an individual service plan where both the Client and their PSC agree that they are getting the services they want and need, in order to achieve their wellness and Recovery goals.

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR shall identify and define levels of service and supports that create a continuum of services based on the Clients' stages of Recovery to ensure that Clients are "fully served."

4. Outreach and Engagement – CONTRACTOR shall form the foundation of a partnership by bringing individuals successfully into the FSP as well as to retain Clients in the FSP while they need services.

5. Welcoming Environments – CONTRACTOR shall convey a sense of welcoming to Clients that reflects the belief in Recovery. The healing and Recovery process will not truly begin until a Client feels welcomed and accepted into the services and supports provided by the FSP team.

6. Stage of Readiness for Change – CONTRACTOR shall effect change by first focusing interventions based on Client's Stage of Readiness of Change toward changing behaviors and have concrete interventions and supports to support the Client's move towards Recovery in that specific area of their life.

7. Client or Person Centered Treatment Planning and Service Delivery – CONTRACTOR shall promote a foundation for healing through the relationship between the Client and PSC or FSP team through the use of Client or Person Centered Treatment Planning and Service Delivery.

8. Fostering Independence, Self-Determination, and Transitioning to Community Supports – CONTRACTOR shall assist Clients in becoming more engaged in their Recovery to reduce reliance on the mental health system, as mental health interventions become less necessary.

9. Community Capacity Building – CONTRACTOR shall assist Clients in managing and living productive lives in their community; to reduce unnecessary Client reliance on the mental health system; and to increase capacity within the system to serve new Clients.

10. Use of Strength-Based Approach – CONTRACTOR shall help Clients identify and use their individual strengths in treatment as an effective way to help Clients achieve their goals and believe that Recovery is possible.

11. Client Self-Management – CONTRACTOR shall assist Clients in learning to assume more responsibility for their overall care by becoming more involved in decision-making and successfully manage their symptoms.

12. Integrated Services for Clients with Co-Occurring Substance Use and Mental Health Disorders – CONTRACTOR shall integrate substance abuse and mental health services into one treatment plan as it is critical to the Recovery process for both disorders. Integrated Dual Disorder Treatment model is an approach that helps people recover by offering treatments that combine or integrate mental health and substance use interventions at the level of the clinical encounter. Ultimately, the goal of Integrated Dual Disorder Treatment is to help people manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

13. Role of Medication and Therapy – CONTRACTOR shall understand the potential role and value of therapy, counseling, and role modeling as treatment modalities within a FSP. CONTRACTOR shall identify strategies for FSP teams to work collaboratively with Clients to find the best approach to support his/her success.

14. Reconnecting with Family – CONTRACTOR shall facilitate the Recovery process and add an element of social support to the Client and include the family in services.

15. Increasing Social Supports and Community Integration – CONTRACTOR shall work with Clients to shift Clients' support from weighing heavily on the mental health system to weighing more heavily in the community. CONTRACTOR shall focus on increasing Clients' social networks and increasing their opportunities to meet new people as Clients Recoveries progress.

16. Education, Employment and Volunteering – CONTRACTOR shall work with Clients to engage in activities that are meaningful, create self-sufficiency, and give back to the community.

17. Reducing Involvement in the Criminal Justice System – CONTRACTOR shall minimize Client contact with law enforcement and the judicial system.

18. Linkage to and Coordination of Health Care – CONTRACTOR shall ensure all FSP Clients have access to needed comprehensive health care. Access to these services is particularly critical since Clients with mental health issues often have undiagnosed and untreated medical conditions that result in chronic medical conditions and premature death.

19. Coordination of Inpatient Care/Incarceration – CONTRACTOR shall ensure coordination of services when FSP Clients are in a psychiatric hospital or incarcerated and plan for a successful discharge.

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning.

21. Use of Peer Staff – CONTRACTOR shall maintain the ability to develop and utilize peers who are knowledgeable about the needs of Clients. CONTRACTOR shall identify meaningful roles for peer employees as part of a FSP team. Employing Clients is transformational and not only helps Clients give back to the system that helped them recover, but also, if done with care, will reduce the stigma associated with mental illness.

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall establish safe, affordable, and permanent housing for each Client.

23. Graduation is the expected outcome for all Clients and is not only crucial to the Clients as validation of their accomplishments and belief in their potential but is also crucial for capacity and flow through our system. CONTRACTOR shall work with Clients to provide enough support for Clients to develop the confidence to move to lower levels of care or full community integration.

24. Evidence-Based Practices (EBPs) – CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a "whatever it takes" approach to remove barriers for individuals to access the support needed to fully integrate into the community.

25. CONTRACTOR shall conduct ongoing evaluation of practices and outcomes to ensure that all components of MHSA FSP philosophy, as outlined above, are successfully implemented and achieving desired results. These results will be made available to COUNTY and the general public via the MHSA website, quarterly outcome focused management meetings, and public forums upon request and approval of COUNTY. CONTRACTOR shall have the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This expertise will ensure desired outcomes are achieved and routinely tested for accuracy.

D. PROGRAM SERVICES – CONTRACTOR's program shall include, but not be limited to, the following services under the provision of FSP services:

1. Assessment Services: Evaluates the current status of a beneficiary's mental, emotional, or behavioral health. It includes a Mental Status Examination, analysis of clinical history, analysis of relevant cultural issues and history, diagnosis and may include testing procedures. CONTRACTOR shall have qualified staff to provide assessment services.

2. Crisis Intervention and Management Services: Emergency response services enabling the Client to cope with the crisis while maintaining his/her functioning status within the community and aiming at preventing further decompensation. This may include assessment for involuntary hospitalization. This service must be available twenty-four (24) hours per day, seven (7) days per week.

3. Medication Support Services: Assess for individual medication needs, clinical effectiveness, side effects of medication and obtaining informed consent.

a. Medication education shall be provided including discussing risks, benefits, and alternatives with the Clients or significant support persons.

b. Plan development related to decreasing impairments, delivery of services, evaluation of the status of the Client's community functions, prescribing, dispensing and administering psychotropic medications shall be discussed with the Client and documented.

c. Medication support services may occur in the office or in the field.

4. Co-Occurring Services: Follows a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a Client with co-occurring disorder needs treatment for both diagnoses, as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be capable of providing co-occurring treatment. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals will be provided a range of co-occurring services such as medical detox, social detox, residential treatment, sober living, or outpatient treatment. As appropriate, CONTRACTOR shall collaborate with community support groups to include hosting self-help groups such as Alcoholics Anonymous (AA) and Narcotics Anonymous (NA) to provide Clients with an avenue for full recovery.

5. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an "identity" other than that of a mental health Client; towards

this end Clients will be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment, and educational opportunities. CONTRACTOR's staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

a. Educational Services: Clients may engage in a number of activities, such as General Education Degree preparation, linkage to colleges, vocational training adult schools. Peers may be used as teachers' aides to ease the anxiety of a new Client returning to continue educational goals.

b. Pre-Vocational Groups: Clients may engage in pre-vocational groups that assist Clients in determining their skills, interests, values, and realistic career goals. Individual treatment plans are developed and implemented with assistance in the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job placement, job retention, and symptom management in the workplace. These and other vocationally related topics shall be offered on a rotating basis to the Clients. The intent of these structured learning experiences is to actively involve Clients in identifying and developing their own positive work identities. From pre-vocational training, Clients are assisted and encouraged in beginning work in the community. The focus of the program is to find employment settings that match the Client's interests, abilities, aptitudes, strengths and individualized goals.

c. Job Coaching/Developing: An Employment Specialist is to assist Clients in the exploration of various career options as well as actively strategizing collaborative relationships in the private and public sector to create job opportunities for Clients. This position will work closely with management staff and the Data Analyst to explore and implement evidence-based best practices in this area.

6. Family and Peer Support Services:

a. Connection to community, family, and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR's services. The PSCs will work to include Client's natural support system in treatment and services; peers will be hired as Peer Recovery Specialists to assist Clients in their Recovery.

b. Supportive Socialization and Meaningful Community Roles. CONTRACTOR shall provide Client-centered services that will support the clients in their recovery, self-sufficiency, and development of meaningful life activities and relationships.

7. Transportation Services: These services may include, but not be limited to: provision of bus tickets. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall provide transportation

to any treatment or court related appointments deemed necessary for the Client care; transportation for emergency psychiatric evaluation or treatment, and transportation for the provision of any case management services. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible.

8. Money Management/Representative Payee Support Services: CONTRACTOR shall designate a bonded Representative Payee to provide money management services to those Clients who have not been able to manage their finances independently. These clients include those that have funding but are not able to or willing to meet their basic needs without assistance. Money management will also include individual and/or group education regarding personal budgeting.

9. On-call Services: The program shall provide on-call service. Clinicians must be available twenty-four (24) hours per day, seven (7) days per week for intensive case management and crisis intervention for enrolled Clients. The on-call individual must be able to respond in person in a timely manner when indicated. CONTRACTOR shall ensure that all Clients are provided with the on-call phone number and know how to access the on-call services as needed.

10. Linkage to Financial Benefits/Entitlements: CONTRACTOR shall employ a Benefits Specialist to assist clients in accessing financial benefits and/or entitlements. The Specialist shall be knowledgeable of entitlements, such as SSI/SSDI, Medi-Cal, Cal Fresh, and General Relief, and will work with Clients to gather records, complete the application process, and secure entitlements.

11. Housing Services: CONTRACTOR shall provide a continuum of housing support to the Clients. This service category includes a comprehensive needs assessment, linkage and placement in a safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that individuals can achieve stability in permanent housing directly from homelessness and that stable housing is the foundation for pursuing other health and life goals; and services are oriented to help individuals obtain permanent housing as quickly and with as few intermediate steps as possible.

CONTRACTOR shall provide supports to help Clients engage in needed services and identify and address housing issues in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships and collaborations with COUNTY's Housing & Supportive Services, local housing authorities, community housing providers, property owners, property management staff, etc. to ensure that Clients have access to an array of readily available housing options, facilitate successful transition and placement, and maximize the Clients' ability to live independently in the community. CONTRACTOR shall train staff to utilize best practices that support clients' transition from homelessness to housing. CONTRACTOR's staff shall include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services to all enrolled members. Housing options shall include, but not be limited to: a.

Emergency Housing – Immediate shelter for critical access for individuals who are homeless or have no other immediate housing options available. Emergency housing is part of "Housing First" model continuum and is required during the initial assessment phase.

b. Motel Housing – For those who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR's P&P, as identified in the Flexible Funds Paragraph of this Exhibit A-2.

c. Interim Housing – For Clients who will benefit from an intermediate step between shelter and permanent housing. Interim housing provides structures and programming in the context of housing such as Board and Care or Room and Board. CONTRACTOR may look into housing options such as master leasing.

d. Permanent Housing – Obtaining permanent housing is an overarching goal for all FSP members, and requires Clients to have their own unit or bedroom. Permanent housing includes but is not limited to Continuum of Care Vouchers, independently paid homes/apartments, and County based housing projects.

e. Residential Substance Use Treatment programs and sober living homes as a housing option shall be available when appropriate to provide the member with the highest probability of success towards recovery.

12. Integration and Linkage to Primary Care: CONTRACTOR shall work to provide every client with a Nursing Assessment, and linkage to a Primary Care Provider (PCP) to meet the ongoing medical needs of the Client. CONTRACTOR shall routinely coordinate care planning and treatment with the primary care physician through obtaining records and consultation. CONTRACTOR shall provide transportation to the Primary Care Provider when indicated.

13. Peer-Run Center – CONTRACTOR shall operate a Peer-run Center. This center will be located at the program site and will provide an opportunity for Clients to develop organizational, social, and leadership skills as they design a program that meets Client needs. All activities and groups offered are designed and run by Clients enrolled in CONTRACTOR's FSP. CONTRACTOR shall establish a Peer Advisory Committee to provide Client input into program development and quality improvement.

14. Group Services – CONTRACTOR shall offer a variety of groups based on Client interest and need and may include, but not be limited to: Relapse Prevention, Dual Recovery, AA/NA, Life Skills Building, DBT and MRT groups, and guest Speaker Meetings, etc.

15. Meaningful Community Roles – CONTRACTOR shall assist each member to identify some meaningful roles in his/her life that are separate from the mental illness. The person needs to see themselves in "normal" roles such as employee, son, mother and neighbor to successfully integrate into the community. CONTRACTOR shall work with each member to join the larger community and interact with people who are unrelated to the mental illness.

16. Intensive Case Management Service – CONTRACTOR shall provide intensive case management which shall include a smaller caseload size, team management, an emphasis on outreach, and an assertive approach to maintaining contact with Clients. Daily contact is often indicated during the initial enrollment and engagement period.

17. Rehabilitation Services and Therapy - CONTRACTOR shall provide rehabilitation services to assist Clients to improve, maintain, or restore their functional skills such as daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education. Rehabilitation and therapy may be provided individually, in a group, or with family members.

18. Trauma-Informed Care: CONTRACTOR shall incorporate a trauma-informed care approach in the delivery of behavioral health services.

a. A trauma-informed approach includes an 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 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.

E. PROGRAM REQUIREMENTS

1. Referrals will come primarily from CONTRACTOR's and COUNTY's outreach efforts.

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

3. CONTRACTOR shall maintain ongoing collaboration with other stakeholders involved with individual Clients including family members and significant others, employers, and COUNTY departments and Agencies such as, but not limited to Courts, Probation Department, Parole, and Social Services.

4. ADMINISTRATOR shall have monthly management meetings with CONTRACTOR who will report on program development, resources, housing, barriers, and budgets

5. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. 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 Asian languages and ASL is highly desirable.

6. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours).

7. CONTRACTOR shall achieve, at minimum, a ten percent (10%), annual graduation rate for the program of the average census at end of year.

8. CONTRACTOR shall have an identified individual who shall:

a. Complete one hundred percent (100%) chart review of Client charts regarding clinical documentation, and ensuring all charts are in compliance with medical necessity and Medi-Cal chart compliance;

b. Provide clinic direction and training to PSCs on encounter documents and treatment plans;

c. Become a certified chart reviewer by the ADMINISTRATOR's Authority and Quality Improvement Services (AQIS) unit within six months from the start of the Contract;

d. Oversee all aspects of the clinical services of the Recovery program;

e. Coordinate with in-house clinicians, medical director and/or nurse regarding Client treatment issues, professional consultations, or medication evaluations;

f. Review and approve all quarterly logs submitted to ADMINISTRATOR, i.e., medication monitoring, second opinion, and request for change of CONTRACTOR; and

g. Participate in program development and interact with other staff regarding difficult cases and psychiatric emergencies.

9. CONTRACTOR shall conduct Supervisory Reviews at a minimum of twice per week in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

10. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

11. CONTRACTOR shall review Client charts ensuring compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.

12. CONTRACTOR shall ensure compliance with workload standards and productivity.

13. CONTRACTOR shall review and approve all admissions, discharges from the

program and extended stays in the program. Discharges of Clients from the program shall be determined by the client's movement along the recovery continuum and shall be a coordinated effort between the ADMINISTRATOR and CONTRACTOR when indicated.

14. CONTRACTOR shall submit corrective action plans upon request.

15. CONTRACTOR shall comply with ADMINISTRATOR Guidelines and P&Ps.

16. CONTRACTOR shall provide a written copy of all assessments completed on Clients referred for admission.

F. CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded Clients.

G. CONTRACTOR shall have active participation in State and Regional MHSA forums and activities.

H. CONTRACTOR shall have ongoing collaboration with the Adult and Older Adult Performance Outcomes and Data Office on MHSA countywide projects, as well as individual performance outcome measures.

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

J. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, or other meetings, as requested by ADMINISTRATOR to address any aspect of clinical care.

2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Contract, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&P's, review of statistics and clinical services;

3. Clinical staff training for individuals conducted by CONTRACTOR and/or COUNTY administrative staff.

4. Collaborative meetings to address various aspects of client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.

5. Weekly meetings with the collaborative partners to discuss any questions, concerns, updates, etc. related to client care.

K. CONTRACTOR shall develop all requested and required program specific P&Ps, 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. Policies will include but not be limited to the following:

1. Admission Criteria and Admission Procedure
2. Assessments and Individual Service Plans
3. Crisis Intervention/Evaluation for Involuntary Holds
4. Handling Non-Compliant Clients/Unplanned Discharges
5. Medication Management and Medication Monitoring
6. Community Integration/Case Management/Discharge Planning
7. Documentation Standards
8. Quality Management/Performance Outcomes
9. Personnel/In-service Training
10. Unusual Occurrence Reporting
11. Code of Conduct/Compliance/HIPAA standards and Compliance
12. Mandated Reporting

L. CONTRACTOR shall provide initial and on-going training and staff development that includes but is not limited to the following:

1. Orientation to the program's goals, P&Ps
2. Training on subjects as required by State regulations
3. Recovery philosophy, Client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance abuse and dependence
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the Contract 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) possesses 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 Contract;
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 ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

N. CONTRACTOR shall ensure that all chart documentation complies with all Federal, State and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

O. 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.

P. CONTRACTOR shall ensure that generalized good neighbor practices for services and facility are in place and include:

1. Property maintenance and appearance (minimizing trash around facility grounds)
2. Noise level guidelines
3. Community safety
4. Congregation guidelines

Q. 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.

R. 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 Contract. 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.

S. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective

statistics in monthly programmatic reports, as outlined below.

1. CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.

2. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.

3 CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.

4. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.

5. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.

6. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.

7. CONTRACTOR shall track the number of days Clients are arrested and make every effort to reduce them through services provided in the Contract.

8. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.

9. Listed above in this section are the outcome measures by which the effectiveness of your program will be evaluated. It is the responsibility of the provider to educate themselves with best practices and those associated with attainment of higher levels of Recovery.

10. CONTRACTOR shall track the number of Clients at various stages on the MORS.

11. CONTRACTOR shall track the number of Clients who reach their employment goals and are successfully discharged to a lower level of care.

12. CONTRACTOR shall develop, in conjunction with County, additional ongoing performance measures/outcomes or program's target goals as required

T. CLIENT DEMOGRAPHICS AND OTHER STATISTICS – CONTRACTOR shall track and report on Client demographics and other statistics including but not limited to:

1. The total number of Clients referred to and enrolled in Services.

2. The total number of duplicated and unduplicated Clients served, and the number of contacts provided to each Client.

3. The total number and type of services provided, and the length of stay for each Client in the program.

4. The total number of successful Client linkages to recommended services.

5. The total number of Clients placed in temporary housing environments.

6. The total number of groups provided per week and how many Clients attended each group.

7. The total number of activities provided on and off site for the month as well as number of Clients who attended.

U. DATA CERTIFICATION – CONTRACTOR shall certify the accuracy of their outcome data. Outcome data entered into an approved data collection system that is submitted to the COUNTY detailing the PAF, 3M's, KET data and complete Client database must be certified with the submission of their monthly data. Submissions shall be uploaded to an approved Secure File Transfer Protocol (SFTP) site and include four (4) files. The first shall be a copy of current database; the following three shall be XML formatted files for submission to the State DCR.

1. DATA - Should CONTRACTOR's current database copy cannot be submitted via Microsoft Access file format, the data must be made available in an HCA approved database file type. The data collection system used must be approved by ADMINISTRATOR in order to meet county reporting needs. CONTRACTOR must also provide a separate file comprised of required data elements that are provided by COUNTY. If CONTRACTOR's system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring and reporting (access shall allow accessibility to view, run, print, and export Client records/reports).

a. CONTRACTOR shall track and report Performance Outcome Measures as required by State, COUNTY, and/or MHSA

b. CONTRACTOR shall collaborate with the Adult Performance Outcome Department (APOD) to complete outcome requests by Administrator for State, COUNTY, and/or MHSA reporting, and to fulfill all data requests as needed by COUNTY's independent evaluator to conduct their independent evaluation to assess overall program effectiveness for COUNTY and/or DHCS reporting.

c. CONTRACTOR shall cooperate in data collection as required by ADMINISTRATOR to report on other performance areas including, but not limited to, Client satisfaction, length of stay, and duration of services.

2. TRANSFER UTILITY - CONTRACTOR shall ensure that the data collection system has the ability to export data and import data from other data systems used by existing FSP CONTRACTORS to allow for Client transfers. Data must include PAF, 3M's and KET's.

a. CONTRACTOR shall coordinate with APOD and the FSP Coordination Office for transfers between FSPs and adhere to COUNTY's transfer guidelines to ensure compliance with MHSA requirements.

V. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA

COLLECTION

1. CONTRACTOR shall develop a P&P, or revise the existing P&P, regarding Data Certification and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Contract.

2. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) calendar days from the start of the Contract. If the Data Certification P&P has not been approved after thirty (30) days from the start of the Contract, the Certification of Accuracy of Data form cannot be submitted to, or accepted by ADMINISTRATOR, and CONTRACTOR may be deemed out of compliance with the terms and conditions of the Contract.

3. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of the Data Certification P&P. CONTRACTOR will provide signature confirmation of the Data Certification P&P training for each staff member that utilizes enters, reviews, or analyzes the data.

4. CONTRACTOR shall have an identified individual who shall:

a. Review the approved data collection database for accuracy and to ensure that each field is completed;

b. Develop processes to ensure that all required data forms are completed and updated when appropriate;

c. Review the approved data collection system reports to identify trends, gaps and quality of care;

d. Submit monthly approved data collection system reports to ADMINISTRATOR by the tenth (10th) of every month for review and return within two (2) weeks with identified corrections; and

e. Submit quarterly data to ADMINISTRATOR with verification that outcome data is correct.

f. CONTRACTOR will be responsible for ensuring monthly evaluation of Clients using MORS and entering the MORS data into approved data collection system. The rating for each individual member will be entered under the clinical assessment tools. It is expected that the rating for each member will be part of the review done by Program Administrators prior to signing the Data Certification Form each month.

W. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State Medi-Cal standards. CONTRACTOR shall review these standards to determine the appropriate timeline for

disenrollment of services. The NOABD must provide the adverse benefit determination made by the CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by State standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g. long term incarceration or hospitalization).

2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

X. CONTRACTOR shall complete the Grievance or Appeal form along with the Grievance Tracking Form and send it to Authority and Quality Improvement Services (AQIS) for investigation to address a beneficiary's expressed dissatisfaction with services. This dissatisfaction, defined as a grievance, may include but is not limited to: quality of care or services provided, aspects of interpersonal relationships, failure to respect the beneficiary's rights, location of services, access/availability, or anything else related to the provision of services.

Y. CONTRACTOR shall train staff to utilize the COUNTY's Access Log as the first point of contact for clients attempting to access Specialty Mental Health Services. CONTRACTOR shall complete the Access Log accurately and as required, including information such as Type of Contact, Outcome of Contact, and instances where Clients are in need of Crisis Services.

Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A-2 to the Contract.

VI. STAFFING

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

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

C. CONTRACTOR shall 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 Contract.

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 Contract.

E. 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.

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

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

H. 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&P's, documentation standards and any State and Federal regulatory requirements.

I. 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.

J. CONTRACTOR shall provide trainings to staff on professional boundaries and include topics such as: appropriate communication and interactions and the use of self-disclosures.

K. All HIPAA covered healthcare providers, individuals, and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.

L. CONTRACTOR, including each employee that provides services under the Contract, will obtain a NPI upon commencement of the Contract or prior to providing services under the Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

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

DIRECT PROGRAM	FTEs
Regional Director of Operations	0.20
Program Administrator	1.00
Clinical Director	1.00
Data Mining Specialist	1.00
Regional IS Business Manager	0.07
Regional IS Support Analyst	0.04
Billing Specialist	2.00
Medical Records/Tech	1.00
Quality Coordinator/Trainer	1.00
HR Generalist	0.08
Office Coordinator II	1.00
Team Leader	1.00
Licensed Vocational Nurse	2.00
Case Manager II	4.00
Case Manager II - Housing Specialist	1.00
Case Manager II - Education/Employment Specialist	1.00
Mental Health Rehabilitation Specialist	4.00
Nurse Practitioner	0.60
Clinician - unlicensed	2.00
Peer Recovery Coach	1.00
Psychiatrist (Subcontractor)	0.40

TOTAL DIRECT PROGRAM FTEs	25.39

N. WORKLOAD STANDARDS

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

2. CONTRACTOR shall provide an average of one hundred (100) DSHs per month or one thousand two hundred (1,200) DSHs per year per FTE of direct clinician time which shall include Mental Health, Case Management, Crisis Intervention, and Medication Management Services. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum, unless otherwise approved by ADMINISTRATOR.

3. CONTRACTOR shall, during the term of the Contract, provide a minimum of eighteen thousand (18,000) DSH, with a minimum of one thousand two hundred (1,200) hours of medication support services and sixteen thousand eight hundred (16,800) hours of other mental health, case management and/or crisis intervention services as outlined below. 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 maintain an active and ongoing caseload of one hundred thirty five (135) Clients throughout the term of the Contract.

O. CONTRACTOR shall ensure staffing levels and qualifications shall meet the requirements as stated in CCR: Title 9 - Rehabilitative and Developmental Services, Division 1 - DHCS.

P. CONTRACTOR shall recruit, hire, train, and maintain staff who are individuals in Recovery. These individuals shall not be currently receiving services directly from CONTRACTOR. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

Q. All clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

R. CONTRACTOR may augment paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

1. 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). Per the 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.

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, LPCC, LCSW, or a licensed Clinical Psychologist.

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

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

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

U. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA 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 Contract;
b. Each staff member who no longer requires access to IRIS;
c. Each staff member who leaves employment of CONTRACTOR; or
d. Token is malfunctioning;
e. Termination of this Contract.

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 COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

V. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A-2 to the Contract.