AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-19010165
FOR
ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION

This Amendment ("Amendment No. 1") to Contract No. MA-042-19010165 for Adult Crisis Residential Services South Region is made and entered into on July 1, 2020 ("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 St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-19010165 for Adult Crisis Residential Services South Region, effective July 1, 2019 through June 30, 2020, in an amount not to exceed $1,138,495 ("Contract"); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend Paragraph IV. Of the Contract, and to amend Exhibit A of the Contract to modify the staffing pattern and performance outcomes under the Contract.

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

1. The Contract is renewed for a period of 1 year, effective July 1, 2020 through June 30, 2021, in an amount not to exceed $1,138,495 for this renewal period; on the amended terms and conditions.

2. Paragraph IV. Compliance, sub-paragraph B, introductory paragraph, of the Contract is deleted in its entirety and replaced with the following:

   "B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Contract monthly to ensure that they are not designated as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of employment, and/or any other list or system as identified by ADMINISTRATOR."

3. Exhibit A is deleted in its entirety and replaced with Exhibit A-1, which is incorporated by this reference.

EXHIBIT A-1
TO THE CONTRACT FOR PROVISION OF
ADULT CRISIS RESIDENTIAL SERVICES SOUTH REGION
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2020 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the Consumers are receiving services at a level and frequency and duration that is consistent with each Consumer'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 Consumer 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 Consumer 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 Consumer 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 practice is 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 seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among Consumers and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of researchers or other credible individuals have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

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

7. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Consumers 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 Consumer in the assessment, determination of need and securing of adequate and appropriate living arrangements.

8. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response services to any adult who has a behavioral health emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for individuals who are in behavioral health crises. CAT is a multi-disciplinary program that conducts risk assessments, initiates involuntary hospitalizations as necessary, and provides case management, linkage and follow up services for individuals evaluated.

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

10. Client or Individual means an individual, referred by COUNTY or enrolled in CONTRACTOR's program for services under the Agreement, who is living with a serious and persistent mental illness.

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

12. Crisis Stabilization Unit (CSU) means a behavioral health crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County clients, aged eighteen (18) and older, who are experiencing a behavioral health crisis that cannot wait until a regularly scheduled appointment. Crisis Stabilization services include psychiatric evaluations, nursing assessments, consultations with significant others and outpatient providers, individual and family education, crisis intervention services, counseling/therapy services provided by a Licensed Clinical Social Worker or Marriage Family Therapist, basic medical services, medication services, and referrals and linkages to the appropriate level of continuing care and community services, including Peer Mentoring services. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-

nine (59) minutes. The primary goal of the CSU is to help stabilize the crises and begin treating individuals in order to refer them to the most appropriate, least restrictive non-hospital setting when indicated or to facilitate admission to psychiatric inpatient units when the need for this level of care is present.

13. 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.

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

a. 3 M's means the Quarterly Assessment Form that is completed for each Consumer 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 Consumers' perspective, which will improve understanding of Consumers' 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 the 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 Consumer'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 Consumer 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 Consumer that must be completed and entered into the data collection system within thirty (30) days of the Partnership date.

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

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

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

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

19. FSP

a. FSP means Full Service Partnership and refers to a type of program described by the State in the requirements for the COUNTY plan for use of MHSA funds and which includes Consumers 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 Consumer, 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 Consumer to staff ratio will be in the range of fifteen to twenty (15 – 20) to one (1), ensuring relationship building and intense service delivery. Services will include, but not be limited to, the following:

1) Crisis management;
2) Housing Services;
3) Twenty-four (24) hours per day, seven (7) days per week intensive case management;
4) Community-based Wraparound Recovery Services;
5) Vocational and Educational services;
6) Job Coaching/Developing;
7) Consumer 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. Consumer services are focused on Recovery and harm reduction to encourage the highest level of Consumer empowerment and independence achievable. PSC's will meet with the Consumer in their current community setting and will develop a supportive relationship with the individual served. Substance abuse treatment will be integrated into services and provided by the Consumer'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 Consumer's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Consumers move through the continuum of Recovery and evidence 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 Consumers with applications to low income housing, housing subsidies, senior housing, etc.

21. Individual Services and Support Funds – Flexible Funds means funds intended for use to provide individuals and/or their families with immediate assistance, as deemed necessary, for the treatment of their behavioral health disorder and their overall quality of life. Flexible Funds are generally categorized as housing, Consumer transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support Consumer's mental health treatment activities.

22. Intake means the initial meeting between a Consumer and CONTRACTOR's staff and includes an evaluation to determine if the Consumer 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 fieldwork, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

24. 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 Consumers and matching the job to the Consumer'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. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment Criteria and Intervention Related Criteria.

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

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

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

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

c. Co-Occurring Integrated Treatment Model. In evidence-based Integrated Treatment programs, consumers receive combined treatment for behavioral health 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 Consumer for a condition that 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 behavioral health disorders. 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 Consumer's or group of Consumers' 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.

31. Mental Health Worker means an individual that assists in planning, developing and evaluating mental health services for Consumers; provides liaison between Consumers 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 Consumers experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology, counseling, or social work may be substituted for up to one year of the experience requirement.

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

33. MORS 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 individuals 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.

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

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

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

37. Outreach means the Outreach to potential Consumers 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 Consumer referral sources for the programs they offer.

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

39. PERT means Psychiatric Emergency Response Team and is a specialized unit designed to create a behavioral health and law enforcement response team. While the primary purpose of the partnership is to assist individuals in behavioral health crisis in accessing behavioral health services, the PERT team also educates police on behavioral health issues and provides them with the tools necessary to more effectively assist individuals in behavioral health crises. PERT provides a behavioral health trained clinician to ride along with a police officer in order to provide a prompt response and assessment to individuals in behavioral health crises and provide them with the appropriate care and linkages to other resources as required in a dignified manner.

40. 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 Consumer and families in a community, home, or program setting. This includes assisting Consumers 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 Consumer-centered approach.

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

42. 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.

43. 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 Board of Behavioral Sciences (BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

44. 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.

45. Promotores 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 behavioral health disorders, disease and injury prevention.

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

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

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

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

50. QIC means Quality Improvement Committee and refers to a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal Consumers 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.

51. 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.

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

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

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

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

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

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

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

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

II. BUDGET

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

CLIENT DAY ADMINISTRATIVE COSTS	
Indirect Costs	$ 137,491
SUBTOTAL ADMINISTRATIVE COSTS	$ 137,491
CLIENT DAY PROGRAM COSTS	
Salaries	$ 622,642
Benefits	113,230
Services & Supplies	180,736
SUBTOTAL PROGRAM COSTS	$ 916,608
TOTAL CLIENT DAY COSTS	$ 1,054,099
MEDICATION SUPPORT ADMINISTRATIVE COSTS	
Indirect Costs	$ 11,008
SUBTOTAL ADMINISTRATIVE COSTS	$ 11,008
MEDICATION SUPPORT PROGRAM COSTS	
Subcontractor	$ 73,388
SUBTOTAL PROGRAM COSTS	$ 73,388
TOTAL MEDICATION SUPPORT COSTS	$ 84,396
TOTAL GROSS COSTS	$ 1,138,495
REVENUE	
FFP Medi-Cal	$ 281,937
MHSA Medi-Cal	281,937
MHSA	574,621
TOTAL REVENUE	$ 1,138,495
MAXIMUM OBLIGATION	$ 1,138,495

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Maximum Obligation identified in Subparagraph II.A. of this Exhibit A-1 to the Agreement 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. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized exclusively to provide mental health services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from private resources on behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

D. The parties agree that the above budget reflects an average Medi-Cal client case load of approximately ten percent (10%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

E. 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 members, 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.

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

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of $94,875 per month. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Agreement; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

IV. REPORTS

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

B. FISCAL

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

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

D. PROGRAMMATIC

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 the twentieth (20th) calendar day following the

end of the month/quarter being reported unless otherwise specified. Programmatic reports will include the following:

a. On a daily basis, CONTRACTOR will report the daily census to the ADMINISTRATOR and ensure that ADMINISTRATOR has a current status of open beds at all times.

b. On a monthly basis or as requested, CONTRACTOR shall report the following information to ADMINISTRATOR:

1) current schedule of groups and activities;

2) a description of chart compliance activities as well as the outcome of chart reviews;

3) number of admissions;

4) referral source upon admission;

5) type of funding upon admission;

6) average length of stay;

7) number of admissions by funding (Medi-Cal, unfunded, etc.);

8) average daily census;

9) number of discharges;

10) type of residence on discharge (independent, home with family, Sober Living, etc.);

11) voluntary and involuntary hospitalizations that occur during client's stay or within forty-eight (48) hours of discharge;

12) readmissions within forty-eight (48) hours and within fourteen (14) days of discharge;

13) number of individual counseling sessions and duration of sessions per month;

14) number of educational groups and the duration of each group type provided to clients per month;

15) number of attendees to the groups per month;

16) percentage of clients attending groups; and

17) Description of CONTRACTOR's progress in implementing the provisions of this Agreement and provisions of the Corrective Action Plan (CAP) that was requested on January 9th 2019. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and the CAP, and if not, will specify what steps will be taken to achieve satisfactory progress.

c. On a quarterly basis, CONTRACTOR shall report the Performance Outcome Objectives as outlined in Subparagraph IV.F. of this Exhibit A-1 to the Agreement.

2. ADMINISTRATOR and CONTRACTOR may mutually agree, in advance and in writing, to adjust the items to be included in the monthly programmatic reports based on the needs of the COUNTY, the clients, and a commitment to quality services.

3. 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 and CCL within twenty-four (24) hours of any such serious adverse incident.

E. 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 ADMINISTRATOR's P&Ps.

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

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

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

H. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XII, from any claims that arise from non-COUNTY use of said psychometrics.

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

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a facility(ies) for the provision of Adult Crisis Residential services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility(ies) shall include space to support the services identified within the Agreement.

25402 Pacifica Avenue
Mission Viejo, CA, 92691

2. CONTRACTOR shall meet the standards of the applicable sections of:

a. HSC Code 1520 et.seq;

b. CCR, Title 22. Division 6, Chapter 2, Social Rehabilitation Facilities; Subchapter 1, Article 7;

c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social Rehabilitation Programs;

d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670.5;

e. Section 504 of the Rehabilitation Act of 1973 -- (29 U.S.C. 794 et seq., as implemented in 45 CFR 84.1 et seq.);

f. Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.) pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

2. The facility shall have a capacity of six (6) beds and include adequate physical space to support the services identified within the Agreement.

3. The facility shall be open for admissions between the hours of 8:00 a.m. and 8:00 p.m. Monday through Sunday, and will also maintain the ability to accept an admission outside of these hours as requested. Services to clients in this program will be provided on a twenty-four (24) hour, seven (7) day per week, three hundred sixty-five (365) day per year basis.

4. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide short term crisis residential services to individuals evaluated by and referred by COUNTY and COUNTY contractors as appropriate. CONTRACTOR shall not provide walk-in evaluation and admission services unless mutually agreed upon, in writing, between CONTRACTOR and ADMINISTRATOR. ADMINISTRATOR will serve as the principal source to authorize admissions of individuals who meet the following criteria:

1. Adults between ages eighteen and fifty-nine (18 and 59) and individuals over sixty (60) years of age whose needs are compatible with those of other clients if they require the same level of care and supervision and all Community Care Licensing requirements can be met;

2. COUNTY client;

3. Diagnosed with a behavioral health disorder and who may have a co-occurring disorder;

4. In crisis and at the risk of hospitalization and could safely benefit from this level of care; and

5. Willing to participate fully and voluntarily in services.

C. ADULT CRISIS RESIDENTIAL PROGRAM – This program operates twenty-four (24) hours a day, seven (7) days a week, emulates a home-like environment and supports a social rehabilitation model, which is designed to enhance individuals' social connections with family or community so that they can move back into the community and prevent inpatient stays. Short-term Crisis Residential Services will be provided to adults who are in behavioral health crises and may be at risk of psychiatric hospitalization and will involve families and significant others throughout the treatment episodes so that the dynamics of the clients' circumstances are improved prior to discharge. Individuals are referred from Adult and Older Adult Behavioral Health County or County-contracted behavioral health providers and services will be rich in collaborating with these existing providers to arrange for discharge planning, appropriate housing placements, as needed, in addition to securing linkages to ongoing treatment providers prior to discharge. Crisis Residential services provide positive, temporary alternatives for people experiencing acute psychiatric episodes or intense emotional distress who might otherwise face voluntary or involuntary inpatient treatment. Programs will provide crisis intervention, therapy, medication monitoring and evaluation to determine the need for the type and intensity of additional services within a framework of evidence based and trauma-informed approaches to recovery planning, including a rich peer support component. Program will include treatment for co-occurring disorders based on either harm-reduction or abstinence-based approaches to wellness and recovery, including providing a safe, smoke free, drug free, accepting environment that nurtures individuals' processes of personal growth and overall wellness. The programs must emphasize mastery of daily living skills and social development using strength-based approaches that support recovery and wellness. The residential settings will create solid links to the continuum of care with heavy emphasis on housing supports and linkages that will ease the transitions into independent living and prevent recidivism. Intensive psychosocial services are provided on an individual and group basis by licensed and licensed waivered mental health professionals, including therapy, crisis intervention, group education, assistance with self-administration of medications and case management. The focus is on recovery and intensive behavioral health treatment, management and discharge planning, linkage and reintegration into the community. The average length of stay per client is fourteen (14) days. The program will offer an environment where clients are

supported as they look at their own life experiences, set their own paths toward recovery, and work towards the fulfillment of their hopes and dreams. The clients are expected to participate fully in all program activities, including all individual sessions, groups, and recovery oriented outings.

1. CONTRACTOR shall operate the program in such a manner that meets or exceeds the following regulations:

a. HSC 1520 et.seq;

b. CCR, Title 22, Division 6, Chapter 2 Social Rehabilitation Facilities;

c. CCR, Title 9, Division 1, Chapter 3, Article 3.5 Standards for the Certification of Social Rehabilitation Programs, Section 531-535; and

d. WIC Division 5, Part 2, Chapter 2.5, Article 1, section 5670, 5670.5 and 5671.

2. CONTRACTOR shall provide short term crisis residential program services as follows:

a. Admission Services:

1) CONTRACTOR shall accept individuals who have been determined to meet admission criteria by approved County and County contracted referral sources and will have the client sign an admission agreement describing the services to be provided, client rights, and the expectations of the client regarding house rules and involvement in all aspects of the program, including individual and group therapy sessions.

2) CONTRACTOR shall complete a thorough behavioral health assessment and psychiatric evaluation within twelve (12) hours of admission.

3) During the initial seventy-two (72) hours subsequent to admission, clients will be expected to remain on site at all times to ensure integration into the program. After this initial period, client may be eligible for a day pass to an approved activity, usually an MD appointment or an appointment for housing, etc. Prior to the approved activity pass, the client must be clinically evaluated an hour prior to departure and immediately upon returning to the facility. The client must be clinically approved prior to leaving the facility. These clinical evaluations will be clearly documented in the individual's chart.

4) CONTRACTOR shall obtain or complete a medical history within twenty four (24) hours of admission.

5) CONTRACTOR shall be responsible for client's TB testing upon admission if client has not completed the test prior to admission to the program.

6) CONTRACTOR shall not deny referrals if CONTRACTOR has available space and appropriate staffing, unless mutually agreed upon by CONTRACTOR and ADMINISTRATOR.

7) CONTRACTOR and client will together develop a written treatment/service plan specifying goals and objectives, involving client's family and support persons as appropriate, and as aligned with a recovery focused, person-centered and directed approach within twenty four (24) hours of admission. CONTRACTOR shall involve the

client's family and support persons or document attempts to obtain consent until consent is obtained or the client is discharged.

8) Within seventy-two (72) hours of admission, CONTRACTOR shall establish a discharge date in concert with the client and their family/support system. The targeted discharge date will be within fourteen (14) days after admission

b. Therapeutic Services:

1) CONTRACTOR shall provide structured day and evening services seven (7) days a week which will include individual, group therapy, and community meetings amongst the clients and crisis residential staff.

2) CONTRACTOR shall provide group counseling sessions at least four (4) times daily to assist clients in developing skills that enable them to progress towards self-sufficiency and to reside in less intensive levels of care. Topics may include, but not be limited to: narrative therapy, reminiscence therapy, storytelling therapy, self-advocacy, personal identity, goal setting, developing hope, coping alternatives, processing feelings, relationship management, proper nutrition, personal hygiene and grooming, household management, personal safety, symptom monitoring, etc. These groups will be clearly documented in the individual's chart. All therapeutic process groups will be facilitated by a licensed clinician.

3) CONTRACTOR shall provide individual therapeutic sessions provided by a licensed clinician at least one time a day to each client and these sessions will be clearly documented in the chart.

4) CONTRACTOR shall support a culture of "recovery" which focuses on personal responsibility for a client's behavioral health management and independence, and fosters client empowerment, hope, and an expectation of recovery from mental illness. Activities and chores shall be encouraged and assigned to each client as appropriate on a daily basis to foster responsibility and learning of independent living skills. These chores will be followed up on by residential staff, in the spirit of learning, who will also assist the client in learning the new skills and completing the chores as needed.

5) CONTRACTOR's program will be designed to enhance client motivation to actively participate in the program, provide clients with intensive assistance in accessing community resources, and assist clients developing strategies to maintain independent living in the community and improve their overall quality of life. Therapeutic outings (to local museums, art galleries, nature centers, parks, coffee shops) will be provided for all clients in support of these goals.

6) CONTRACTOR shall assist the client in developing and working on a WRAP throughout their stay at the program and will promote client recovery on a daily basis via individual and/or group sessions. This will assist clients in monitoring and responding to their symptoms in order to achieve the highest possible level of wellness, stability and quality of life. Topics may include but not be limited to: building a wellness toolbox or resource list,

symptom monitoring, triggers and early warning signs of symptoms, identifying a crisis plan, etc.

7) CONTRACTOR shall engage both the client and family/support persons in the program whenever possible. CONTRACTOR shall document contact with family/support persons or document why such contact is not possible or not advisable.

8) CONTRACTOR shall support a Dual Disorders Integrated Treatment Model that is non-confrontational, follows behavioral principles, considers interactions between behavioral health disorders and substance abuse and has gradual expectations of abstinence. CONTRACTOR shall provide, on a regularly scheduled basis, education via individual and/or group sessions to clients on the effects of alcohol and other drug abuse, triggers, relapse prevention, and community recovery resources. Twelve (12) step groups and Smart Recovery groups will be encouraged at the facility on a regular basis.

9) CONTRACTOR shall support a culture that supports a smoke free environment in the facility and on the campus. CONTRACTOR shall provide educational groups regarding tobacco cessation and provide viable alternatives such as tobacco patches and other approved methods that support tobacco use reduction and cessation.

10) CONTRACTOR shall assist clients in developing prevocational and vocational plans to achieve gainful employment and/or perform volunteer work if identified as a goal in the service plan.

11) CONTRACTOR shall provide crisis intervention and crisis management services designed to enable the client to cope with the crisis at hand while maintaining his/her functioning status within the community and to prevent further decompensation or hospitalization.

12) CONTRACTOR shall provide assessments for involuntary hospitalization when necessary. This service must be available twenty-four (24) hours per day, seven (7) days per week.

13) CONTRACTOR will provide information, support, advocacy education, and assistance with including the client's natural support system in treatment and services.

14) CONTRACTOR shall sustain a culture that supports Peer Recovery Specialist/Counselors in providing supportive socialization for clients that will assist clients in their recovery, self-sufficiency and in seeking meaningful life activities and relationships. Peers shall be encouraged to share their stories of recovery as much as possible to infuse the milieu with the notion that recovery is possible.

15) CONTRACTOR shall provide close supervision and be aware of clients' whereabouts at all times to ensure the safety of all clients. Every clinician and residential counselor will have an assigned caseload and be responsible for the monitoring of the assigned individuals. CONTRACTOR shall provide routine room checks in the evening and document observations. Rounds are completed by staff on regular intervals.

16) CONTRACTOR will actively explore, research and present ideas for additional evidence-based practices in order to continually improve and refine aspects of the program.

c. Case Management/Discharge Services:

1) CONTRACTOR shall actively engage in discharge planning from the day of admission, instructing and assisting clients with successful linkage to community resources such as outpatient mental health clinics, substance abuse treatment programs, housing, including providing supportive assistance to the individual in identifying and securing adequate and appropriate follow up living arrangements, FSP, physical health care, and government entitlement programs.

2) CONTRACTOR shall collaborate proactively with client's Mental Health Plan Provider when such is required to link clients to county or contracted housing services which may include continued temporary housing, permanent supported housing, interim placement, or other community housing options.

3) CONTRACTOR shall assist clients in scheduling timely follow-up appointment(s) between client and their mental health service provider while still a client or within twenty-four (24) hours following discharge to ensure that appropriate linkage has been successful. Provide telephone follow up within five (5) days to ensure linkage was successful and if not, relinkage services will be provided. Services shall be documented in the client chart. Peer Recovery Specialists and Residential Counselors will be expected to accompany clients to their follow up linkage appointments as part of their case management duties.

4) CONTRACTOR shall coordinate treatment with physical health providers as appropriate and assist clients with accessing medical and dental services, and providing transportation and accompaniment to those services as needed.

5) CONTRACTOR shall obtain prior approval from the ADMINISTRATOR for clients who are deemed necessary to stay in the program for more than fourteen (14) days, which may be more common for our older adult population. CONTRACTOR shall obtain prior written approval from the ADMINISTRATOR for clients who are deemed necessary to stay in the program for more than thirty (30) days.

6) Unplanned discharges will be avoided at all costs and only after all other interventions have failed. If, at any time, a client presents as a serious danger to themselves or others, CONTRACTOR shall assess the safety needs of all concerned and may have the client assessed for voluntary or involuntary hospitalization utilizing ADMINISTRATOR protocols. If a client is seriously or repetitively non-compliant with the program, CONTRACTOR may discharge the client if deemed necessary and only following a multi-disciplinary case conference which will include the ADMINISTRATOR. CONTRACTOR shall be in compliance with eviction procedures following the CCR, Title 22, Section 81068.5, and Title 9, Section 532.3, and will provide an unusual occurrence report to ADMINISTRATOR no later than the following business day.

7) In the event a client leaves the program without permission, CONTRACTOR shall hold client's bed open for twenty-four (24) hours unless otherwise mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

8) In the event a client is transferred for crisis stabilization to the COUNTY CSU or to the Emergency Department (ED), CONTRACTOR shall provide a warm hand-off to the CSU or ED receiving staff member and hold a client's bed open for twenty-four (24) hours unless otherwise mutually agreed upon by ADMINISTRATOR and CONTRACTOR.

d. Medication Support Services:

1) CONTRACTOR shall provide medications, as clinically appropriate, to all clients regardless of funding.

2) CONTRACTOR shall educate clients on the role of medication in their recovery plan, and how the client can take an active role in their own recovery process. These educational efforts should be geared toward older adults and if necessary will focus on management of multiple medications for multiple conditions. CONTRACTOR shall provide education to clients on medication choices, risks, benefits, alternatives, side effects and how these can be managed. Client education will be provided on a regularly scheduled basis via individual and group sessions.

3) CONTRACTOR shall obtain signed medication consent forms for each psychotropic medication prescribed.

4) Medications will be dispensed by a physician's order by licensed and qualified staff in accordance with CCR, Title 9, Div. 1, Chapter 3, Article 3.5, Section 532.1, as well as CCL Requirements.

5) Licensed staff authorized to dispense medication will document the client's response to their medication, as well as any side effects to that medication, in the client's chart.

6) CONTRACTOR shall insure all medications are securely locked in a designated storage area with access limited to only those personnel authorized to prescribe, dispense, or administer medication.

7) CONTRACTOR shall establish written policies and procedures that govern the receipt, storage and dispensing of medication in accordance with state regulations.

8) CONTRACTOR shall not utilize sample medications in the program without first establishing policies and procedures for the use of sample medications consistent with State regulatory requirements.

9) CONTRACTOR shall provide a medication follow-up visit by a psychiatrist at a frequency necessary to manage the acute symptoms to allow the client to safely stay at the Crisis Residential Program and to prepare the client to transition to outpatient level of care upon discharge. At a minimum, CONTRACTOR shall provide an initial psychiatric evaluation by a psychiatrist within twelve (12) hours after admission and will have a psychiatrist available as needed for medication follow-up as needed or at a minimum twice per week thereafter.

10) Upon discharge, CONTRACTOR shall make available a sufficient supply of current psychiatric medications to which the client has responded, to meet the client's needs until they can be seen in an outpatient clinic. This may be a combination of new prescriptions, the client's specific medications remaining at the Crisis Residential Program, and/or additional sample medications with patient labels.

11) CONTRACTOR shall utilize the COUNTY PBM to supply medications for unfunded clients.

e. Transportation Services:

1) CONTRACTOR shall provide transportation services that are suitable for older adults for program related activities which may include, but not be limited to, transportation to appointments deemed necessary for medical or dental care or activities related to and in support of preparation for discharge and/or community integration. All other non-crucial appointments will be delayed until after the individual is discharged. CONTRACTOR staff will accompany individuals on these necessary appointments.

f. Food Services:

1) CONTRACTOR shall meet meal service and food supply requirements per Community Care Licensing regulations and also meet nutritional needs of older adults which shall include, but not be limited to:

2) Meals shall be served in the dining room and tray service provided on emergency need only so as to encourage community food preparation, eating and clean-up activities.

3) CONTRACTOR shall create opportunities for clients to participate in the planning, preparation and clean-up of food preparation activities,

4) CONTRACTOR shall have menu items approved by older adult specialist or nutritionist as appropriate.

5) Food Services will meet meal and food supply requirements, including an abundant supply of healthy and fresh food options, including fruits, vegetables and other items that promote healthy choices and wellness.

D. PROGRAM DIRECTOR/QI RESPONSIBILITIES – The Program Director will have ultimate responsibility for the program and will ensure the following:

1. Maintenance of adequate records on each client which shall include all required forms and evaluations, a written treatment/rehabilitation plan specifying goals, objectives, and responsibilities, on-going progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services.

2. There is a supervisory and administrative structure in place that will ensure high quality, consistent staff are providing high quality and consistent trauma informed services at all hours of operation, including the evenings and nocturnal shifts.

3. COUNTY certified reviewers, who will be the Clinical Administrator and Program Administrator, complete one hundred percent (100%) audit of client charts regarding clinical

documentation, insuring all charts are in compliance with medical necessity and Medi-Cal and Medicare chart compliance. Charts will be reviewed within one day of admission to ensure that all initial charting requirements are met and at the time of discharge. 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.

4. Provide clinical direction and training to staff on all clinical documentation and treatment plans;

5. Retain on staff at all times, a certified reviewer trained by the ADMINISTRATOR's Authority and Quality Improvement unit. ADMINISTRATOR is requesting that Clinical and Program Administrator positions carry out these duties.

6. Oversee all aspects of the clinical services of the recovery program, know each client by name and be familiar with details of each of the clients' cases/situations that brought them to the program;

7. Coordinate with in-house clinicians, psychiatrist and/or nurse regarding client treatment issues, professional consultations, or medication evaluations;

8. Review and approve all quarterly logs submitted to ADMINISTRATOR, (e.g. medication monitoring and utilization review); and

9. Facilitate on-going program development and provide or ensure appropriate and timely supervision and guidance to staff regarding difficult cases and behavioral health emergencies.

E. QUALITY IMPROVEMENT

1. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements for quality improvement, supervisory review and medication monitoring.

2. CONTRACTOR shall agree to adopt and comply with the written ADMINISTRATOR Documentation Manual or its equivalent, and any State requirements, as provided by ADMINISTRATOR, which describes, but is not limited to, the requirements for Medi-Cal, Medicare and ADMINISTRATOR charting standards.

3. CONTRACTOR shall demonstrate the capability to maintain a medical records system, including the capability to utilize HCA's IRIS system to enter appropriate data. CONTRACTOR shall regularly review their charting, IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

4. CONTRACTOR shall maintain on file, at the facility, minutes and records of all quality improvement meetings and processes. Such records and minutes will also be subject to regular review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR's P&P.

5. CONTRACTOR shall allow ADMINISTRATOR to attend QIC and medication monitoring meetings.

6. CONTRACTOR shall allow the COUNTY to review the quantity and quality of services provided pursuant to this Agreement quarterly or as needed. This review will be conducted at CONTRACTOR's facility and will consist of a review of medical and other records of clients provided services pursuant to the Agreement.

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

1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical care and implement any recommendations made by COUNTY to improve client 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 Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&Ps, review of statistics and clinical services;

3. Clinical staff and IRIS staff training for individuals conducted by CONTRACTOR and/or ADMINISTRATOR.

4. CONTRACTOR will follow the following guidelines for County tokens:

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

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

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

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

1) Token of each staff member who no longer supports this Agreement;

2) Token of each staff member who no longer requires access to the HCA IRIS;

3) Token of each staff member who leaves employment of CONTRACTOR;

4) Token is malfunctioning; or

5) Termination of Agreement.

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

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

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

1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI for use to identify themselves in HIPAA standard transactions.

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

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

I. 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.

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

K. CONTRACTOR shall maintain all requested and required written policies, and provide to ADMINISTRATOR for review, input, and approval prior to staff training on said policies. All P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include but not 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. Recovery Program/Rehabilitation Program;
7. Community Integration/Case Management/Discharge Planning;
8. Documentation Standards;
9. Quality Management/Performance Outcomes;
10. Client Rights;
11. Personnel/In service Training;
12. Unusual Occurrence Reporting;
13. Code of Conduct/Compliance; and
14. 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, and P&Ps;
2. Training on subjects as required by state regulations;
3. Orientation to the services section, as outlined in the Services Section of this Exhibit A-1 to the Agreement;
4. Recovery philosophy and individual empowerment;
5. Crisis intervention and de-escalation;
6. Substance abuse and dependence; and
7. Motivational interviewing.

M. PERFORMANCE OUTCOMES

1. CONTRACTOR shall be required to achieve, track and report Performance Outcome Objectives, on a quarterly basis as outlined below:

a. maintain an occupancy rate of at least ninety five percent (95%);

b. maintain an average length of stay of fourteen (14) days or less;

c. discharge at least ninety five percent (95%) of clients to a lower level of care;

d. link at least ninety five percent (95%) of clients to outpatient services at discharge. Linkage will be defined as keeping outpatient appointment within five (5) business days after discharge; linkage can occur while the clients are still in the program to ensure success.

e. ensure at least ninety-five percent (95%) of residents do not require inpatient hospitalization within forty-eight (48) hours of discharge;

f. ensure at least seventy-five percent (75%) of clients do not require inpatient hospitalization within sixty (60) days of discharge;

g. ensure at least ninety percent (90%) of clients do not readmit within forty-eight (48) hours of discharge; and

h. ensure at least seventy-five percent (75%) of clients do not readmit within sixty (60) days of discharge; and

i. develop an evidenced based performance metric of client improvement measured upon admission and upon linkage and discharge.

j. research, propose and develop additional evidenced based metrics/performance objectives that are relevant to described services and desired outcomes.

N. DATA CERTIFICATION

1. CONTRACTOR shall certify the accuracy of their data and maintain an accurate and complete database for all individuals served under this Agreement. The Client database shall be certified upon monthly submission and uploaded to an approved File Transfer Protocol by the tenth (10th) of every month. If 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. If CONTRACTOR's system is web-based, CONTRACTOR shall allow ADMINISTRATOR accessibility for monitoring, reporting, and allowing accessibility to view, run, print, and export Client records/reports.

2. CONTRACTOR shall, within two (2) weeks of notice by COUNTY, correct Database errors.

3. CONTRACTOR shall, on a monthly basis, provide a separate file comprised of required data elements provided by COUNTY as outlined in Subparagraph IV.D of this Exhibit A-1 with verification that outcome data is correct.

4. CONTRACTOR shall, on a quarterly basis, report the Performance Outcome Objectives as outlined in Subparagraph IV.L. of this Exhibit A-1 to the Agreement with verification that outcome data is correct.

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

VI. STAFFING

A. CONTRACTOR shall 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 minimum qualifications are not met. 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 and in advance, by ADMINISTRATOR.

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

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

D. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the COUNTY's New Provider Training.

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

F. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all Personnel Requirements as stated in CCR Title 22, standards for a Social Rehabilitation Facility as for a Short Term Crisis Residential Division 6, 81065 and that continuing education is provided. The continuing education may include such topics as the following:

1. Basic knowledge of mental disorders;
2. Counseling skills, including individual, group, vocational and job counseling skills;
3. Crisis management;
4. Development and updating of needs and services plan;
5. Discharge planning;
6. Medications, including possible side effects and signs of overmedicating;
7. Knowledge of community services and resources; and
8. Principles of good nutrition, proper food preparation and storage, and menu planning.

The licensee shall document the number of hours of continuing education completed each year by direct care staff.

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

H. CONTRACTOR needs to have a supervisory and administrative structure that will ensure high quality, cost effective service provision including initial and on-going staff training.

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

J. A limited number of clinical staff shall be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

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

PROGRAM	FTEs
Office Coordinator	0.25
Office Coordinator II	0.50
Clinical Director	0.50
Clinician	1.40
LVN/LPT	1.20
Peer Recovery Coach	0.70
Program Administrator	0.50
Regional Director of Operations	0.05
HR Generalist	0.03
Residential Counselor	7.00
IT Support Specialist	0.05
SUBTOTAL PROGRAM	12.18

Psychiatrist (Subcontract)	0.24
TOTAL FTEs	12.42

L. WORKLOAD STANDARDS

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

2. CONTRACTOR shall provide three hundred fifteen (315) DSHs per year of direct physician time which will include medication support services which are inclusive of both billable and non-billable services.

3. CONTRACTOR shall ensure physician services are available a minimum of three (3) hours per day, seven (7) days a week and see each client at least twice per week or more often if needed.

4. CONTRACTOR shall provide one thousand eight hundred sixty-two (1,862) client bed days per year, which are inclusive of both billable and non-billable services.

5. CONTRACTOR shall, during the term of the Agreement, provide client related services, tracking the number of individual counseling sessions and number of therapeutic and educational didactic groups provided with a minimum of four (4) groups, including two therapeutic groups facilitated by licensed clinicians and two didactic groups and one (1) individual session provided by a licensed clinician per day.

M. Staffing levels and qualifications will meet the requirements as stated in CCR Title 22, Division 6, Chapters 1 and 2; Title 9, Division 1, Chapter 3, Article 3.5; as well as the WIC Division 5, Part 2, Chapter 2.5, Article 1; and the HSC Division 2, Chapter 3, Article 2, and/or other certification standards for a Social Rehabilitation Facility as well as for a Short Term Crisis Residential, as appropriate to the services being provided. A sufficient number of clinical staff will be licensed in order to meet all State requirements. COUNTY shall not reimburse CONTRACTOR for services provided by clinical staff who do not meet these requirements.

N. A limited number of clinical staff will be qualified and designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

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

1. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of treatment for student interns providing substance abuse services. Supervision will be in accordance to that set by the BBS. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

2. An intern is an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, or a LCSW.

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

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

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

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

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

Contractor: Telecare Corporation, a California for profit corporation

Faith Richie	Senior VP for Development
Print Name	Title
DocuSigned by: Faith Richie 84780DD2C155495...	3/20/2020
	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

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

Brittany McLean	Deputy County Counsel
Print Name	Title
DocuSigned by: Brittany McLean 9713A4061D4343D...	3/20/2020
	Date