



**AMENDMENT NO. 12**  
**TO**  
**CONTRACT NO. MA-042-20010355**  
**FOR**  
**SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES**

This Amendment ("Amendment No. 12") to Contract No.—MA-042-20010355 for Supplemental Security Income Outreach Services is made and entered into on July 1, ~~2022~~2023 ("Effective Date") between Orange County Association for Mental Health dba Mental Health Association of Orange County ("Contractor"), with a place of business at 1971 E. 4<sup>th</sup> Street, Suite 130 A, Santa Ana, CA 92705, 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. 5<sup>th</sup> 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-042-20010355 for Supplemental Security Income Outreach Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,205,523; renewable for two additional one-year terms ("Contract"); and

~~\_\_\_\_\_~~ WHEREAS, the Parties ~~now desire to enter into this~~ executed Amendment No. 1 to replace Exhibit A with Exhibit A-1 of the Contract and to renew the Contract for one (1) year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$431,841, for a revised cumulative total amount not to exceed \$1,637,364; and

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

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

1. The Contract is renewed for a term of one (1) year, effective July 1, ~~2022~~2023 through June 30, ~~2023, 2024~~; in an amount not to exceed ~~\$431,841~~57,034, for this renewal term, for a revised cumulative total amount not to exceed ~~\$1,637,364~~2,091,398; on the amended terms and conditions.
2. Referenced Contract Provisions, Term provision and ~~Maximum Obligation~~Amount Not To Exceed provision, of the Contract are deleted in their entirety and replaced with the following:

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

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

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

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

Period Four means the period from July 1, 2022 through June 30, 2023

Period Five means the period from July 1, 2023 through June 30, 2024

**Amount Not To Exceed:**

Period One Amount Not To Exceed:	\$401,841
Period Two Amount Not To Exceed:	\$401,841
Period Three Amount Not To Exceed:	\$401,841
Period Four Amount Not To Exceed:	\$431,841
Period Five Amount Not To Exceed:	\$457,034
<b>TOTAL AMOUNT NOT TO EXCEED:</b>	<b><del>\$1,637,364</del> <u>2,091,398</u></b>

3. All references to "Maximum Obligation" in the Contract shall be replaced with "Amount Not To Exceed".
4. Paragraph I. Acronyms, is deleted in its entirety and replaced with the following:

**I. ACRONYMS**

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

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

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

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

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

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

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

~~6.5. Paragraph XXIV. Records Management and Maintenance, is deleted in its entirety and replaced with the following:~~

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

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

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

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

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

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

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

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

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

~~7.6.~~ Paragraph XXXI. Termination, is deleted in its entirety and replaced with the following:

**~~XXXI. TERMINATION~~**

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

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

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

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

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

#### C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Exhibit A-~~of the Contract~~1 is deleted in its entirety and replaced with the attached Exhibit A-42.

This Amendment No. 42 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. 42, and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 42 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 42 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**



**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. ~~4~~2. If ~~Contractor~~the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, ~~the~~ President, or any Vice President; 2) the second signature must be ~~either~~that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Orange County Association for Mental Health dba Mental Health Association of Orange County**

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

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

Purchasing Agent/Designee Authorized Signature:

_____	_____
Print Name	Title
_____	_____
Signature	Date

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

_____	Deputy County Counsel
Print Name	Title
_____	_____
Signature	Date

EXHIBIT A-~~1~~2  
 TO AGREEMENT FOR PROVISION OF  
 SUPPLEMENTAL SECURITY INCOME OUTREACH SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 ORANGE COUNTY ASSOCIATION FOR MENTAL HEALTH DBA  
 MENTAL HEALTH ASSOCIATION OF ORANGE COUNTY  
 JULY 1, ~~2022~~2023 THROUGH JUNE 30, ~~2023~~2024

**I. BUDGET**

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 to the Agreement and the following budget, which ~~is~~are set forth for informational purposes only.

	<u>PERIOD</u>
ADMINISTRATIVE COST	<del>FOUR</del> <u>FIVE</u>
Indirect Costs	<del>55,000</del> <u>59,613</u>
SUBTOTAL ADMINISTRATIVE COST	<del>\$55,000</del> <u>59,613</u>
 PROGRAM COST	
Salaries	<del>\$256,658</del> <u>266,924</u>
Benefits	<del>50,830</del> <u>53,385</u>
Services and Supplies	<del>69,353</del> <u>77,112</u>
SUBTOTAL PROGRAM COST	<del>\$376,841</del> <u>397,421</u>
 TOTAL COST	 <del>\$431,841</del> <u>457,034</u>
 REVENUE	
COUNTY Discretionary	<del>431,841</del> <u>457,034</u>
TOTAL REVENUE	<del>\$431,841</del> <u>457,034</u>

TOTAL AMOUNT NOT TO EXCEED

~~\$431,841~~457,034

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

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

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

E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget Paragraph of this Exhibit A-4 to the Agreement.

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

A. The parties agree to the following terms and definitions, and to those terms and definitions which,

for convenience, are set forth elsewhere in the Agreement.

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

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

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

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

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

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

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

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

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

7. Case Management Linkage Brokerage means a process of identification, assessment of need, planning, coordination and linking, monitoring and continuous evaluation of Clients and of available resources and advocacy through a process of casework activities in order to achieve the best possible

resolution to individual needs in the most effective way possible. This includes supportive assistance to the Client in the assessment, determination of need and securing of adequate and appropriate living arrangements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. FSP

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

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

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

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

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

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

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

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

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

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

23. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within 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.

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

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

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

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

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's 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, in evidence-based Integrated Treatment programs, Clients who receive a combined treatment for mental illness and substance abuse



disorders from the same practitioner or treatment team.

d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

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

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

g. Targeted Case Management means services that assist a beneficiary 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.

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

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

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

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

32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using 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.

33. NOA-A means Notice of Action and refers to a Medi-Cal requirement that informs the ~~Client~~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.

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

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

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

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

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

40. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with Welfare and Institutions Code section 575.2. The waiver may not exceed five (5) years.

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

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

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

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

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

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

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

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

care of the cases.

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

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

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

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

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

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

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

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

overall focus of Vocational/Educational Specialist is to empower Clients and provide them with the knowledge and resources to achieve the highest level of vocational functioning possible.

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

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common Terms and Definitions Paragraph of this Exhibit A-~~1~~2 to the Agreement.

### **III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$~~33,487 per month for Period One, Period Two and Period Three and \$35,987 per month for Period Four.~~38,086 for Period Five. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services; hereunder; provided, however, the total of such payments does not exceed the ~~Amount Not To Exceed~~Maximum Obligation for each Period as noted in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-~~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 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 twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A-4 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 B to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) 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 B 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~~B 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.

D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to ADMINISTRATOR, 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. Programmatic reports will include the Monthly Services Report in which service and performance measures shall be reported in five (5) categories: total number of applications submitted, number of applications approved, number of applications denied, number of applications pending, and program changes. This report shall be submitted as directed by ADMINISTRATOR by the twentieth (20<sup>th</sup>) day of the month following the month being reported.

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-1~~2 to the Agreement.

## **V. SERVICES**

A. FACILITY - CONTRACTOR shall maintain a facility which meets the minimum requirements for a professional office environment for the provision of a Supplemental Security Income (SSI) Outreach Services Program, for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

1971 E. 4<sup>th</sup> Street, Suite 130B  
Santa Ana, CA 92705

1. The facility shall:
  - a. Include a space which can be used for the SSI Outreach Team staff to meet with Clients.
  - b. Have accessible parking for Clients, including spaces for persons with disabilities.
  - c. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities.
2. CONTRACTOR shall operate during the hours which are most accessible to Clients, subject to written approval by ADMINISTRATOR.

3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday schedule, unless otherwise approved in advance by ADMINISTRATOR. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to adults, age eighteen (18) and older, who present with a serious and persistent mental illness and who have been referred or approved by ADMINISTRATOR. Services to Clients shall be individualized and delivered in the language preferred by the Client. CONTRACTOR shall be sensitive to the special needs of Clients who are dually diagnosed or older adults (over 60 years of age).

C. SSI OUTREACH SERVICES

1. CONTRACTOR shall provide SSI outreach assistance and support to Clients who present with a serious and persistent mental illness by assisting Clients to apply for SSI Benefits and may represent Clients in court to appeal denials of benefits. Up to a minimum of two hundred (200) Clients will be served for each of the reporting periods of this Agreement. The SSI Outreach Team will receive client referrals from COUNTY-operated and COUNTY-contracted programs, and designated hospitals. Clients will be assisted with completing the necessary paperwork and compiling supporting documentation. The SSI Outreach Team will be responsible to be knowledgeable of the current and pending requirements for the SSI application and approval process at all times.

2. For each Client referred for assistance with the SSI application process, CONTRACTOR shall contact applicable COUNTY-operated and COUNTY-contracted program staff within 2-5 business days after receiving the referral to discuss the case, the case process, and what will be required to proceed with the application and achieve an approval by SSA.

3. CONTRACTOR shall maintain contact with program staff during the entire process through completion, as required, to discuss any issues that may arise with the case, and to identify any additional information required, obtain clarification or context needed, and whether any further supporting evidence is required.

4. Should any behavioral issues with the Client arise during the case process that may impact or impede the process, CONTRACTOR shall contact the applicable program staff to resolve the issue.

5. Upon successful completion of the case, and application approval by SSA, CONTRACTOR shall contact referring program staff to determine if there are any additional questions they or the Client may have after receiving benefits, including any need for the Client to work with a Representative Payee to assist them with managing their benefits. After the Client has been approved by SSA, CONTRACTOR shall make themselves available to Client and referral source to answer any questions; CONTRACTOR shall discharge Client within three to six months after approval from SSA, to ensure Client has received their check and to be available to answer any additional questions Clients or treatment staff may have.



6. CONTRACTOR shall, on an as needed basis, provide training to referring sources, individual consultation, monthly in-service presentations, training, and materials regarding the eligibility requirements and the application process. Referral source program staff may include, but not be limited to, Plan Coordinators or Personal Service Coordinators, Service Chiefs, physicians, community case workers, and social workers. CONTRACTOR may also accept referrals from shelter providers, Board and Care providers, Homeless Court, and other sources as approved by COUNTYCounty, if it has been determined that it may be able to assist these sources with Special Circumstance Cases.

7. CONTRACTOR may authorize staff to work remotely should environmental conditions exist that would be in the best interest for staff to work from a remote location. CONTRACTOR shall notify ADMINISTRATOR in writing of any plans for staff to work remotely, and the anticipated duration of remote operations.

D. CLIENT RECORDS – CONTRACTOR shall maintain adequate records on each individual Clientclient which shall include diagnostic studies, records of client interviews, progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services. CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of documentation in the Clients'clients' records.

1. COUNTY may provide CONTRACTOR with copies of relevant database information which may include psychiatric and psychosocial histories, community functioning evaluations, coordination plans, service plans, medication records, and progress notes.

2. CONTRACTOR shall retain a complete and true copy of any client record created by CONTRACTOR.

3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws governing these records.

E. 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 Clientclient 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 limited to the following:

1. SSI Application and Approval Process
2. Quality Management/Performance Outcomes
3. Personnel/In-service Training
4. Code of Conduct/Compliance
5. Mandated Reporting

F. CONTRACTOR shall develop and provide an initial and on-going training module to be used for staff development and training 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. SSI application and approval process

G. CONTRACTOR shall develop and provide, during the first month of the contracting period, a SSI User's Manual to be used as a reference document by all staff that refer ~~Clients~~clients to CONTRACTOR for SSI benefits. The User's Manual shall be reviewed and approved by ADMINISTRATOR prior to distribution.

H. 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. The NPI is assigned for life.

2. CONTRACTOR, including each employee that provides services under the Agreement, will obtain a NPI upon commencement of the Agreement ~~and/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.

I. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first service provided under this 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.

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 attend meetings as requested by COUNTY including but not limited to:

1. Case conferences, as requested by ADMINISTRATOR.
2. Quarterly COUNTY management meetings with ADMINISTRATOR, or more frequent if required, 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 services;

3. Clinical staff training for individuals, if applicable, conducted by CONTRACTOR and/or COUNTY.

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

M. CONTRACTOR shall provide effective Administrative management of the budget, staffing, recording, and reporting portion of the ~~Agreement~~agreement with the COUNTY. If administrative responsibilities are delegated to subcontractors, ~~CONTRACTOR~~the Contractor must ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated responsibilities, including 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 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. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.

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

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

Q. ADMINISTRATOR shall provide a written copy of all assessments completed on ~~Clients~~clients referred for Admission to CONTRACTOR.

R. 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's P&Ps.

S. PERFORMANCE OUTCOMES

1. CONTRACTOR shall assist Clients in the preparation and submission of SSI applications to obtain a minimum of a ninety percent (90%) approval rate in achieving entitlement benefits.

2. CONTRACTOR shall assist Clients in the preparation and submission of SSI Special Circumstance Cases to obtain a minimum of an eight-five percent (85%) approval rate in achieving entitlement benefits.

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

## **VI. STAFFING**

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

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

C. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&Ps training for each staff member and placed 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. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with HCA Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours<sub>2</sub> of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

I. 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 will be equal to an average of forty (40) hours work per week.

PROGRAM	<u>FTE</u>
Program Director	1.00

