



AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-20011529
FOR
PSYCHIATRIC AND BASIC MEDICAL SERVICES

This Amendment ("Amendment No. 2") to Contract No. MA-042-20011529 for Psychiatric and Basic Medical Services is made and entered into on or about July 1, 2022 ("Effective Date") between CEP AMERICA-PSYCHIATRY, PC DBA VITUITY, a California professional corporation. ("Contractor"), with a place of business at 2100 Powell St., Suite 400, Emeryville, CA 94608, 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, on May 19, 2020, the Parties executed Contract No. MA-042-20011529 for Psychiatric and Basic Medical Services, effective July 1, 2020, through June 30, 2022, in an amount not to exceed \$5,428,102, renewable for three additional one-year periods ("Contract"); and

WHEREAS, on or about November 1, 2021, the Parties executed Amendment No. 1 to exercise the contingency contract cost increase to increase the Period Two Amount Not To Exceed by \$23,431 from \$2,714,051 to \$2,738,482, for a revised cumulative total amount not to exceed \$5,453,533; and

WHEREAS, the Parties discovered an administrative error with the Period Two amount not to exceed and the revised cumulative total amount not to exceed stated in Amendment No. 1; and

WHEREAS, the Parties now desire to enter into this Amendment No. 2 to correct the administrative error stated in Amendment No. 1, to amend Exhibit A and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract; and

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

1. The revised Period Two and cumulative total amounts not to exceed stated in Amendment No. 1 is corrected to read as; increase Period Two amount not to exceed by \$23,431 from \$2,714,051 to \$2,737,482, for a revised cumulative total amount not to exceed \$5,451,533; and
2. The Contract is renewed for a term of one (1) year, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$2,927,515 for this renewal term, for a revised cumulative total amount not to exceed \$8,379,048; on the amended terms and conditions.
3. Referenced Contract Provisions, Term provision and Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:

“Term: July 1, 2020 through June 30, 2023

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

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

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

“Amount Not To Exceed:

Period One Amount Not To Exceed:	\$ 2,714,051
Period Two Amount Not To Exceed:	2,737,482
<u>Period Three Amount Not To Exceed</u>	<u>2,927,515</u>
TOTAL AMOUNT NOT TO EXCEED:	\$ 8,379,048”

4. All references to “Maximum Obligation” in the Contract shall be replaced with “Amount Not To Exceed”.
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 individual and/or consolidated 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 Contract. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple contracts for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.”
6. Exhibit A, Paragraph I. Common Terms and Definitions, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

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

 1. Active and Ongoing 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 clients have endorsed the practice as worthy of attention based on outcomes; and finally, it produces specific outcomes.

6. Care Coordinator means a MHS, CSW, or MFT that provides mental health, crisis intervention and case management services to those clients who seek services in 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 client 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 Crisis Assessment Team and provides 24-hour mobile response services to any adult who has a mental health emergency. This program assists law enforcement, social service agencies, and families in providing crisis intervention services for clients who are in mental health crisis. 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 clients evaluated.

9. Client means an individual referred by COUNTY or enrolled in CONTRACTOR’s program for services under the Contract, who is living with a serious and persistent mental health condition.

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

11. Crisis Residential Program means a program that provides short-term Crisis Residential Services to adults who are in mental health crises and may be at risk of psychiatric hospitalization. Clients are referred from Adult and Older Adult Mental Health Recovery Services County or County-contracted mental health providers. The program operates 24 hours a day, 7 days a week and emulates a home-like environment. Intensive psychosocial services are provided on a client and group basis by 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 mental health treatment, management and discharge planning, linkage, and reintegration into the community. The average length of stay per client is 14 days.

12. Crisis Stabilization Unit (CSU) means a mental health crisis stabilization program that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing mental health crises that cannot wait until regularly scheduled appointments. Crisis Stabilization services include psychiatric evaluations, counseling/therapy provided by Licensed Clinical Social Workers or Marriage Family Therapists, nursing assessments, collateral services that include consultations with family, significant others and outpatient providers, client and family education, crisis intervention services, basic medical services, medication services, and referrals and linkages to the appropriate level of continuing care and community services, including Peer Specialist and Peer Mentoring services. As a designated outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours and 59 minutes. The primary goal of the CSU is to help stabilize the crises and begin treating clients 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 a client 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.

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 client 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 CONTRACTOR reports 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.

14. Diagnosis means the definition of the nature of the client's disorder. When formulating the Diagnosis of the 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 client(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 means Full-Service Partnership and refers to a type of program described by the State in the requirements for 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. A FSP is an evidence-based and strengths-based model, with the focus on the client 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.

b. 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.

c. FSP 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.

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

e. 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 client's wellness and Recovery goals. Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs is to assist the client's progress through pre-determined quality of life outcome domains (housing, decreased jail, decreased hospitalization, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as clients move through the continuum of Recovery and evidence by progressing to lower level of care or out of the "intensive case management need" category.

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

20. Client 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 health issues and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are 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 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.

23. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within 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 Orange 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 Rehabilitation Specialist means an individual who has a Bachelor's Degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment and/or vocational adjustment.

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

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a client's mental, emotional, or mental health disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a client'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 client 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 health issues 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 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 mental 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 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 client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; and plan development.

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

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

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

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

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

33. MORS 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.

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

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

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

37. Outreach means the Outreach to potential clients to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in CONTRACTOR developing its own client referral sources for the programs it offers.

38. Peer Recovery Specialist 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's practice is informed by his/her own experience.

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

40. PBM means Pharmacy Benefits Manager and refers to the organization that manages the medication benefits that are given to clients that qualify for medication benefits.

41. PHI means Personal Health Information and refers to client 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 a client, provision of health care to a client, or the past, present, or future payment for health care provided to a client.

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 waived 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 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. 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 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. 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 living with persistent and severe mental health disorders 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.

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 at least (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.

51. Recovery means a process of change through which clients 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 client to another service, when indicated; with follow-up to be provided within five (5) working days to assure that the client has made contact with the referred service.

53. Supportive Housing PSC means a Personal Services Coordinator who provides services in a supportive housing structure. This person will coordinate activities that 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 clientized, strengths-based, culturally appropriate, and client-centered approach.

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

55. Token means the security device which allows a client user to access 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 client liability for Mental Health Services received from COUNTY mental health system and is set by the State of California.

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

58. WRAP means Wellness Recovery Action Plan as developed by Mary Ellen Copeland and refers to a client self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life."

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

7. Exhibit A, Paragraph II. Budget, subparagraph A. of the Contract is deleted in its entirety and replaced with the following:

"A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this Exhibit A to the Contract 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.

	PERIOD
	<u>THREE</u>
ADMINISTRATIVE COST	
Salaries	\$ 270,141
Benefits	3,307
Management Fees	<u>260,000</u>
SUBTOTAL	\$ 533,448
ADMINISTRATIVE COSTS	

PROGRAM COST	
Salaries	\$1,951,497
Benefits	287,433
Services and Supplies	<u>146,602</u>
SUBTOTAL PROGRAM COST	\$2,385,532
MAT Services	<u>8,535</u>
TOTAL GROSS COST	\$2,927,515
REVENUE	
NCC	\$2,918,980
NCC (for MAT)	<u>8,535</u>
Total Revenue	\$2,927,515
TOTAL	\$2,927,515”
AMOUNT NOT TO EXCEED	

7. Exhibit A, Paragraph III. Payments, of the Contract is deleted in its entirety and replaced with the following:

“III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears and in response to invoices, at the provisional amount of \$243,960 per month for Period Three. All payments are interim payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed the Amount Not To Exceed as noted in the Referenced Contract Provisions of the Contract and provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid. COUNTY will pay for x-waiver training for Vituity medical staff as new staff are onboarded in order for after-hours Medication Assisted Treatment (MAT) to be provided to County clients. The training will consist of approximately eight hours of training for doctors and 24 hours of training for Nurse Practitioners (NPs) and Physician Assistants (PAs). Providers will be paid at their hourly rate of \$226.80/hour for doctors and \$138.60/hour for NPs/PAs. Providers will be paid a quarter of the hourly rate for each 15 minutes of MAT provided to COUNTY clients afterhours, on Holidays and weekends. The rate for doctors is \$56.70 and \$34.65 for NPs/PAs per each 15 minutes of MAT service,

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 to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

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

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

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

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

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Contract, provided that ADMINISTRATOR has provided CONTRACTOR with notice of such failure and only until CONTRACTOR cures such failure.

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

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

8. Exhibit A, Paragraph V. Services, Psychiatric Services of the Contract is deleted in its entirety and replaced with the following:

A. "FACILITY

1. CONTRACTOR shall provide or make available psychiatric and basic medical services as required by this Contract at COUNTY's Crisis Stabilization Unit (CSU) located at the following location, or any other facility designated, in writing, by ADMINISTRATOR:

1030 West Warner Avenue
Santa Ana, California 92707

B. SERVICES TO BE PROVIDED - Services described herein are primarily designed to provide timely and effective crisis intervention and stabilization for persons experiencing mental health emergencies that cannot wait for their regularly scheduled appointments. The goals also include: minimize distress for the client/family resulting from lengthy waits in emergency departments, reduce the wait time for law enforcement presenting clients for emergency mental health treatment; and treating the client in the least restrictive, most dignified setting as

appropriate in lieu of inpatient settings, utilizing alternative, less restrictive treatment options whenever possible and appropriate to minimize the duration and extent of acute psychotic episodes. This shall be done for the benefit of the client and safety of other clients in the communal milieu at the COUNTY CSU.

Services shall be provided in compliance with Welfare & Institutions Code and consistent with all patients' rights regulations, upholding the dignity and respect of all clients served. The services shall be provided utilizing Trauma Informed and Recovery Model principles that are person-centered, strengths-based, individualized, focused on imparting hope and identifying strengths and resiliency in all persons served. Services shall be tailored to the unique strengths of each client and will use shared decision-making to encourage the client to manage their mental health treatment, set their own path toward recovery and fulfillment of their hopes and dreams.

The Psychiatric and Basic Medical Services shall support, promote and incorporate a culture that supports Physicians/Physicians' Assistants (PA(s))/Nurse Practitioners(NP(s)) working side by side with COUNTY and COUNTY contracted Peer Specialists, Mentors and Navigators and the full integration of Peer Specialists/Mentors/Navigators on the unit in providing supportive assistance and collaborating with and shadowing CSU staff, in order to support the client's journey of recovery, self-sufficiency and linkage to COUNTY services post-discharge. The Psychiatric and Basic Medical Services staff shall also be responsive to all COUNTY CSU staff throughout every shift, including throughout the nocturnal shift and shall respond immediately to clients' needs and to CSU staff at all hours of each shift.

1. PSYCHIATRIC SERVICES - CONTRACTOR shall provide an on-site licensed psychiatrist on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the day shift. CONTRACTOR shall provide an on-site licensed PA or NP on a twelve (12) hours per day, seven (7) days per week basis at the CSU on the night shift. Licensed psychiatrists/PA(s)/NP(s) shall only end their shift after a complete shift report is provided to next shift providers for continuity of care. The licensed psychiatrists/PA(s)/NP(s) shall provide the following:

a. Evaluate and treat an average of three hundred fifty (350) to four hundred fifty (450) clients per month. The focus for Psychiatric Services will be to increase the census and flow of clients through the COUNTY CSU to reflect this monthly average. Due to the recent Global Pandemic, these goals have not been realized yet it is an expectation, barring any pandemic issues, that every effort is made to ensure these goals are met.

b. Conduct a comprehensive assessment of all clients presenting to the CSU. The psychiatric evaluation shall include an interview, mental-status exam, review of system and an applicable International Classification of Diseases, 10 revision, Clinical Modification (ICD-10-CM) diagnosis. All assessments and clinical recommendations are to be completed without unnecessary delay, regardless of the time of admission.

c. Issue prescriptions and order medication as clinically indicated. Medication may be psychiatric drugs and/or medical drugs to treat some ongoing medical conditions, including symptoms of alcohol or substance abuse withdrawal related to MAT.

d. Provide informed consent and obtain signed medication consent form for each psychotropic medication prescribed.

e. Meet with client and family or significant other as clinically indicated and available to assist crisis stabilization efforts.

f. Identify an appropriate disposition of all persons admitted to the CSU within twenty (20) hours of admission.

g. Assist COUNTY mental health staff, to screen clients referred to the CSU without delay on all shifts in order to determine the most appropriate method of treatment and dispositional alternatives.

h. Provide consultation and psychiatric support to the Crisis Assessment Team (CAT), which may include telephone consultation, telemedicine, as well as in person psychiatric consultation and clinical recommendations for clients who present to the CSU.

i. Provide psychiatric consultation to other health professionals regarding potential mental health referrals (i.e., local medical emergency department physicians, adult crisis residential programs, etc.) which may include telephone consultation and telemedicine as necessary and for the purposes of providing MAT to County clients.

j. All consultations on all shifts shall be completed without unnecessary delay, regardless of the time of the request.

k. Provide relevant recovery and trauma informed themed training opportunities (i.e., on-site presentations) to CSU mental health staff a minimum of six (6) times per year.

l. Attend COUNTY's monthly contract meetings, and other educational and/or administrative meetings arranged by COUNTY.

m. Create and facilitate relevant quarterly meetings for physicians/PA(s)/NP(s) and create agendas with COUNTY input. These meetings should also be used for training opportunities.

n. Complete mandatory trainings required by COUNTY by the specified deadline.

o. Complete initial MAT training for new medical staff onboarded within designated timeframes and updates on an as needed basis in order to maintain x-waivered medical staff to provide afterhours MAT coverage to COUNTY clients on an ongoing basis.

p. Document in compliance with Medi-Cal, and Medicare, and Program's chart compliance standards on each client for each shift.

q. Complete a Physician's request for Medical Evaluation form for any clients returned to or sent out from CSU for medical services upon the physician's direction, and for the Medical Director to review.

r. Re-evaluate all clients on the unit at least every twelve (12) hours or more as clinically appropriate.

2. BASIC MEDICAL SERVICES - CONTRACTOR shall provide licensed PA or NP to assist the on-site psychiatrist or PA/NP to expand access to timely assessment and crisis stabilization and to prevent unnecessary utilization of emergency departments whenever possible and appropriate. The licensed practitioner(s) described above shall provide the following:

a. Be on-site eight (8) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year assisting the attending CSU psychiatrist/NP/PA address the basic medical needs of clients that are referred to, are in the CSU lobby, and/or are or on the unit at the COUNTY CSU.

b. Provide on-site consultation and treatment of medical conditions in collaboration with on-site psychiatrist/PA/NP to admitted clients at CSU and clients in the CSU lobby to support their stabilization and transition to an appropriate level of care.

c. Provide on-site consultations and treatment recommendations of medical conditions to on-site psychiatrist/PA/NP at CSU in regards to clients in the emergency departments waiting for clearance to come to the CSU, enabling increased flow of clients in mental health crises into the CSU. Telephonic and telemedicine options may be utilized to provide consultation to the EDs in order to increase client flow to the CSU.

d. Provide treatment for headaches, flu-like symptoms, basic wound care, sutures and treatment of chronic, yet stable medical conditions, serving as a bridge until the person is able to be seen by their treating provider. Providing these services will allow individuals to be safely brought to the CSU that are in mental health crises and need primarily psychiatric care.

3. MEDICAL DIRECTOR - CONTRACTOR shall provide a medical director who shall be approved by ADMINISTRATOR. The medical director is responsible for overall ongoing medical and psychiatric services at the CSU. In consultation with the program manager and on-site supervisors, the medical director shall be responsible for the daily and ongoing clinical treatment management for all clients served at the CSU, and will ensure that all medical and psychiatric services are provided consistent with applicable state and federal laws and regulations and County policy and procedures, including, but not limited to, Title IX, HIPAA, Welfare & Institutions Code. The medical director will provide the following:

a. Be on-site at the CSU at least twelve (12) hours per week, with a minimum of eight (8) hours spent providing direct services to the CSU clients. The balance of the time may be spent in administrative, personnel, or quality assurance activities. It is understood by the Parties that the medical director may provide additional administrative hours that, at medical director's discretion, may not be provided on-site at the CSU.

b. Arrange for and provide on-site psychiatric and medical coverage on a twenty-four (24) hour, seven (7) day-per-week basis in which staff will be fully functioning members of the CSU team at all hours of the day. Staff members will be operational 24/7 and sleeping quarters will not be provided.

c. Arrange for and provide licensed PA(s)/NP(s) who are under a physician's direct supervision and will provide eight (8) hours per day, seven (7) days a week basic medical services. Medical Director will be responsible for tracking and monitoring all medical consultations and ensuring that documentation for such consultations is completed and readily available in the chart for clients at the CSU and logged for clients in the emergency departments waiting for clearance to come to the CSU.

d. Ensure Psychiatrists/PA(s)/NP(s) are immediately available for on-site client evaluations throughout assigned hours of duty; that respond to COUNTY mental health staff requests for on-site evaluations, medication orders, restraint and/or seclusion episodes or consultations in an expeditious and courteous manner that puts the needs of the clients first; and that medical practitioners do not leave the CSU prior to the arrival of the oncoming practitioner.

e. Medical Director shall attend and actively participate in CSU Quality Improvement (QI) meetings on a quarterly basis that shall include topics related to review of monthly statistical data, mental health laws and regulations, CSU policies and procedures, episodes of restraint and/or seclusion and identification of how goals could have been reached utilizing alternative means and measures to improve services at CSU.

f. Provide for the clinical review of cases as requested by ADMINISTRATOR and ensure psychiatric and other medical staff actively participate with COUNTY mental health staff in the Quality Improvement (QI) process including but not limited to quality-of-care reviews and medication monitoring with appropriate required documentation.

g. Facilitate active interfacing between CONTRACTOR'S and community emergency department physicians, inpatient medical directors, psychiatrists, and other physicians and medical staff treating clients referred to and from the CSU, including providing education and consultation regarding managing mental health emergencies.

h. Ensure Physicians/PA(s)/NP(s) follow the medical admission criteria in accepting clients to the CSU.

i. Upon request, provide feedback to the on-site CSU Supervisor on the clinical skills of COUNTY mental health staff, with recommendations on related clinical skills training. Provide clinical skills training a minimum of six (6) times a year with a trauma informed and recovery focus. A description and schedule of training sessions shall be provided to the on-site CSU Supervisor in advance of each quarter.

j. Ensure Psychiatrists/PA(s)/NP(s) provide timely, case specific medical/psychiatric direction for client care and dispositional recommendations focusing on non-hospital alternatives when possible and appropriate, and referrals to inpatient settings when clients meet medical necessity criteria.

k. Ensure staff Psychiatrists/PA(s)/NP(s) understand and follow COUNTY program philosophy of the CSU (i.e., recovery oriented and trauma informed mental health treatment in the least restrictive, most trauma informed level of care possible in the shortest time possible), legal mandates and criteria, policies and procedures, and relevant County and State policies and regulations by facilitating regular staff meeting at least once a month with CONTRACTOR providers.

l. Establish recruitment and hiring practices for CSU psychiatrists and medical practitioners; notify COUNTY regarding vacancies within seventy-two (72) hours; provision to the Program Manager, for review, the required credentials for any/all prior to start date at the CSU; and maintain a current list of psychiatrists and medical practitioners available to fill vacancies at the CSU.

m. Provide a minimum of twelve (12) hours on-site orientation to each new psychiatrist and/or medical practitioners providing services at the CSU with a focus on mental health laws and regulations, treatment and documentation protocol, and CSU program mandates.

n. CONTRACTOR shall provide orientation materials; including a checklist and manual, approved by ADMINISTRATOR; within thirty (30) calendar days of Contract execution.

o. Ensure the psychiatric and medical staff are composed of the diverse ethnic backgrounds meeting the needs of the various cultures that the CSU serves, with the ability to speak at least the major threshold languages of the clients served (i.e., English, Spanish, Vietnamese, Korean and Farsi).

p. Provide expert medical/psychiatric testimony in or out of court regarding the condition of any client treated pursuant to this Contract.

q. Participate in the annual review and/or revision of the CSU policies and procedures relating to medication administration, seclusion and restraint, and responding to medical emergencies.

r. Participate in the annual review and/or revision of the established minimum levels of medication to be maintained in stock at the CSU.

s. Arrange for qualified psychiatrist/PA/NP coverage of all related duties when medical director is unavailable.

4. CONTRACTOR's Psychiatrist/PA(s)/NP(s) shall not do any private billing for clients seen at the CSU.

5. CONTRACTOR shall make its best effort to provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring 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, clients who are physically challenged.

6. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

7. CONTRACTOR and all psychiatrists and medical practitioners shall obtain an NPI number upon commencement of this Contract or prior to providing services under this Contract. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by ADMINISTRATOR, all NPI as soon as they are available.

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

9. CONTRACTOR shall maintain all requested and required written policies, and provide to ADMINISTRATOR for review, input, and approval prior to finalizing said policies.

10. Telemedicine/video-conferencing capability will be developed by COUNTY during this Contract. CONTRACTOR shall provide and/or ensure psychiatrists/PA(s)/NP(s) attend any required training necessary, adopt any necessary policies, in order to utilize the technology.

C. CLIENTS TO BE SERVED

1. CONTRACTOR shall provide psychiatric and basic medical services to all adults, ages eighteen (18) and older, referred or presenting themselves to the CSU for services, regardless of the ability or inability of such persons to pay for such services.

2. CONTRACTOR shall make no distinction as to voluntary or involuntary status of clients for the provision of these services. Clients involuntarily detained pursuant to WIC §5150, §5250, §5350, or Penal Code 4011.6, as well as those on voluntary status, will be evaluated.

3. Persons requiring emergency medical care may not be provided psychiatric services until such emergency medical treatment has been provided to them.

D. PERFORMANCE OUTCOMES - For the purpose of evaluating the impact or contribution of CONTRACTOR's services on the well-being of the Orange County residents being served under the terms of this Contract, CONTRACTOR shall meet or exceed identified performance outcome measures. On a monthly basis, CONTRACTOR shall report the status of performance outcome measures as outlined below:

1. Provide timely evaluations as measured by completing ninety five percent (95%) of CSU admissions within one (1) hour of client's arrival on a monthly basis.

2. Provide the least restrictive alternatives and an effective medication approach that result in seclusion and restraint use of one point one percent (1.1%) or less of admissions per month.

3. Prevent unwarranted psychiatric hospitalizations by providing timely and appropriate evaluation and stabilization that result in discharging a minimum of seventy percent (70%) of admissions on a monthly basis.

4. Develop and maintain a Basic Medical Services' tracking and monitoring system in order to establish and evaluate efficacy.

5. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Performance Outcomes Paragraph of this Exhibit A to the Contract.

E. QUALITY IMPROVEMENT - CONTRACTOR shall comply with and participate in COUNTY's Quality Improvement program, the overall goal of which is the maintenance of high-quality client care, effective utilization of services offered, and continuous quality monitoring and improvement of services. This program includes utilization review monitoring processes to evaluate the appropriateness of treatment, peer review, medication monitoring, and other procedures and standards that address the quality of client records and quality of care.

1. 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.

2. CONTRACTOR shall regularly review its charting, IRIS data input and billing systems to ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate claim submissions.

3. 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.

4. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and medication monitoring meetings.

F. MEETINGS - 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 Contract 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 training conducted by CONTRACTOR and/or ADMINISTRATOR.

4. When applicable, 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 and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract."

This Amendment No. 2 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. 2 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments, not specifically changed by this Amendment No. 2; remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be either 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: CEP AMERICA-PSYCHIATRY, PC DBA VITUITY

David Birdsall, MD.

VP & Secretary

Print Name

Title

DocuSigned by:

4/21/2022

David Birdsall, MD, VP & Secretary

Date

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

Purchasing Agent/Designee Authorized Signature:

William Norsetter

Deputy Purchasing Agent

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:

4/21/2022

Brittany McLean

Date

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