



**AMENDMENT NO. 1
TO
CONTRACT NO. MA-042-20010216
FOR
PROVISION OF
ADULT MENTAL HEALTH INTENSIVE RESIDENTIAL SERVICES**

This Amendment (“Amendment No. 1”) to Contract No. MA-042-20010216 for Adult Mental Health Intensive Residential Services is made and entered into on May 24, 2022 (“Effective Date”) between ANNE SIPPI CLINIC TREATMENT GROUP (“Contractor”), with a place of business at 2457 Endicott Street, Los Angeles, CA 90032, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-20010216 for Adult Mental Health Intensive Residential Services, effective July 1, 2019 through June 30, 2022, in an amount not to exceed \$1,121,235 (“Contract”); and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to extend the Contract for two years and to amend Exhibit A.

NOW THEREFORE, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

1. The Contract is extended for a period of two (2) years, effective July 1, 2022, through June 30, 2024, in an amount not to exceed \$900,000 for this extension period, for a new total amount not to exceed \$2,021,235; on the amended terms and conditions.
2. **Referenced Contract Provisions, Term provision and Aggregate Maximum Obligation provision, of the Contract are deleted in their entirety and replaced with the following:**

“Term: July 1, 2019 through June 30, 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:	\$360,964
Period Two Amount Not To Exceed:	\$373,598
Period Three Amount Not To Exceed:	\$386,674
Period Four Amount Not To Exceed:	\$450,000
Period Five Amount Not To Exceed:	\$450,000
TOTAL AMOUNT NOT TO EXCEED:	\$2,021,235”

3. **All references to “Aggregate Maximum Obligation” and “Maximum Obligation” in the Contract shall be replaced with “Amount Not To Exceed”.**
4. **Exhibit A of the Contract is deleted in its entirety and replaced with the following:**

“I. COMMON TERMS AND DEFINITIONS

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

1. ADL means diet, personal hygiene, clothing, care, grooming, money and household management, personal safety, symptom monitoring, etc.

2. AWOL means absent without leave and refers to a Client being away from the facility without permission or a doctor’s order.

3. AIS means all income other than SSI and includes such sources of income as retirement income, disability income, trust fund income, Social Security income, Veteran’s Affairs disability income, etc.

4. Client Day means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, including the day of admission and excluding the day of discharge. If admission and discharge occur on the same day, one (1) client day shall be charged.

5. Client or Consumer means an individual referred by COUNTY or an individual referred by COUNTY and receiving services under the Agreement, who is dealing with a chronic mental illness.

6. CSU means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents aged thirteen (13) and older who are experiencing a psychiatric crisis that cannot wait until a regularly scheduled appointment. Individuals receive a thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no longer than twenty-three (23) hours and fifty-nine (59) minutes.

7. 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 axis as specified in the most current edition of the DSM published by the American Psychiatric Association.

8. Engagement means the process where a trusting relationship is developed over a short period of time with the goal to link the individual(s) to appropriate services within the community. Engagement is the objective of a successful outreach.

9. Face-to-Face means an encounter between the individual/parent/guardian and provider where they are both physically present. This does not include contact by phone, email, etc., except for Telepsychiatry provided in a manner that meets COUNTY protocols.

10. Health Care Services means any preventive, diagnostic, treatment, or support services, including professional services, which may be medically necessary to protect life, prevent significant disability, and/or treat diseases, illnesses, or injuries in order to prevent a serious deterioration of health.

11. HIPAA means the federal law that establishes standards for the privacy and security of health information, as well as standards for electronic data interchange of health information. HIPAA law has two main goals, as its name implies: making health insurance more portable when persons change employers, and making the health care system more accountable for costs-trying especially to reduce waste and fraud.

12. Lanterman-Petris-Short (LPS) Act (Cal. Welf & Inst. Code, sec. 5000 et seq.) means the Act that went into effect July 1, 1972 in California. The Act in effect ended all hospital commitments by the judiciary system, except in the case of criminal sentencing (e.g. convicted sexual offenders) and those who were "gravely disabled" defined as unable to obtain food, clothing, or shelter. It expanded the evaluative power of psychiatrists and created provisions and criteria for involuntary detentions and provides guidelines for handling involuntary civil commitment to a mental health institution in the State of California.

13. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. Also, it is preferred that the individual has at least one (1)

year of experience treating TAY.

14. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the provisions of Chapter 13 and Chapter 14 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

15. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the provisions of Chapter 13 and Chapter 16 of the California Business and Professions Code, who can provide clinical service to individuals they serve. The license must be current and in force, and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

16. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

17. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force and not suspended or revoked. A licensed psychologist also means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 624.

18. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to individuals they serve. The license must be current and in force, and not suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating TAY.

19. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the Department of Justice (DOJ) for the completion of a criminal record check, typically required of employees who have direct contact with the individuals served.

20. Medi-Cal means the State of California's implementation of the federal Medicaid health care program which pays for a variety of medical services for children and adults who meet eligibility criteria.

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

22. The Mental Health Services Act (MHSA) means a voter-approved initiative to develop a comprehensive approach to providing community-based mental health services and

supports for California residents. It is also known as "Proposition 63."

23. 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 behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.

b. 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 Client.

c. 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.

d. 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.

24. Milestones of Recovery Scale (MORS) means a Recovery scale that COUNTY uses in Adult Mental Health programs. The scale assigns Clients to their appropriate level of care and replaces diagnostic and acuity of illness-based tools.

25. NPI means the standard unique health identifier that was adopted by 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.

26. NPP means 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 the HIPAA.

27. Outreach means linking individuals to appropriate Mental Health Services within the community. Outreach activities will include educating the community about the services offered and requirements for participation in the various mental health programs within the community. Such activities will result in CONTRACTOR developing its own Referral sources for programs being offered within the community.

28. Peer Recovery Specialist/Counselor means an individual in a paid position who has been through the same or similar Recovery process as those being assisted to attain their Recovery goals in the CSU. A peer Recovery Specialist practice is informed by personal experience.

29. Program Director means an individual who is responsible for all aspects of administration and clinical operations of the behavioral health program, including development and adherence to the annual budget. This individual also is responsible for the following: hiring, development of performance management of professional and support staff, and ensuring mental health treatment services are provided in concert with COUNTY and state rules and regulations.

30. PHI means Personal Health Information which is 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.

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

32. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal recipients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is

comprised of one (1) ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.

33. 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, 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.”

34. Referral means effectively linking individuals to other services within the community and documenting follow-up provided within five (5) business days to assure that individuals have made contact with the referred service(s).

35. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of the California Business and Professions Code, who can provide clinical services to the individuals served. The license must be current and in force and not suspended or revoked.

36. Serious Persistent Mental Impairment (SPMI) means an adult with a behavioral health disorder that is severe in degree and persistent in duration, which may cause behavioral functioning which interferes substantially with the primary activities of daily living, and which may result in an inability to maintain stable adjustment and independent functioning without treatment, support, and rehabilitation for a long or indefinite period of time. W&I 5600.3.

37. SNF/STP means a facility certified by the DHCS that provides twenty-four (24)-hour/day skilled nursing care and supervision and at least twenty-seven (27) hours of programming to Clients with a primary psychiatric diagnosis, who may also have co-existing medical conditions. In most cases, Clients are conserved under LPS.

38. SSI/SSP means revenue resources paid to an eligible Client, or the Client's payee, by the federal Social Security Administration.

39. 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.

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

41. UOS means one (1) calendar day during which CONTRACTOR provides all of the services described hereunder, which day shall begin at twelve o'clock midnight. The number of billable UOS shall include the day of admission and exclude the day of discharge unless admission and discharge occur on the same day then one day is charged.

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

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

II. ISSUE RESOLUTION

A. CONTRACTOR agrees that for resolution of issues between COUNTY and CONTRACTOR, with respect to the implementation and operation of the Agreement or COUNTY's P&P regarding services described herein, the following sequential steps will be followed:

1. CONTRACTOR shall routinely utilize all informal communication processes and methods with ADMINISTRATOR including, but not limited to, telephone, email, and fax communication, written correspondence and meetings, to resolve any issues or problems regarding the implementation and operation of the Agreement or ADMINISTRATOR's P&P regarding services described herein.

2. CONTRACTOR agrees that if the parties are unable to resolve the issue,

CONTRACTOR shall give written notice to ADMINISTRATOR setting forth, in specific terms, the existence and nature of any unresolved matter or concern related to the purposes and obligations of the Agreement. ADMINISTRATOR shall be given fifteen (15) calendar days following such notice to obtain resolution of any issue(s) identified in this manner. CONTRACTOR agrees that by mutual consent this period of time may be extended to thirty (30) calendar days.

3. CONTRACTOR agrees that if the parties are still unable to obtain resolution of the issue, they shall submit a joint written statement describing the facts of the issue, within thirty (30) calendar days after the written notice described above to COUNTY's Director of Behavioral Health, or designee, for final resolution.

B. The rights and remedies provided by this paragraph are in addition to those provided by law to either party.

C. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing to modify the Issue Resolution Paragraph of this Exhibit A to the Agreement.

III. PATIENTS' RIGHTS

A. CONTRACTOR shall post the current California DHCS Patients' Rights poster as well as the local MHP Complaint and Grievance posters in all threshold languages in locations readily available to Clients and staff and have complaint forms and complaint envelopes readily accessible to Clients.

B. In addition to those processes provided by COUNTY, CONTRACTOR shall have complaint resolution and grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

1. CONTRACTOR's complaint resolution processes shall emphasize informal, easily understood steps designed to resolve disputes as quickly and simply as possible in all threshold languages.

2. CONTRACTOR's complaint resolution and grievance processes shall incorporate COUNTY's and the resident County's grievance, patients' rights, and utilization management guidelines and procedures.

C. Complaint Resolution and Grievance Process - COUNTY shall support complaint and grievance procedures in concert with the resident County that shall include the components outlined below. The resident County will handle such complaints that may include allegations of denial of rights, dissatisfaction with services or with the quality of care, or dissatisfaction with the condition of the physical plant. COUNTY will handle such

complaints regarding access to care or regarding COUNTY's Public Administrator/Public Guardian Office services.

1. Complaint Resolution. This process will specifically address and attempt to resolve Client complaints and concerns at CONTRACTOR's facility.

2. Formal Grievance. When the Client's complaint is not resolved at CONTRACTOR's facility and the Client or Client representative requests it, the complaint becomes a formal grievance. The request is made to the respective Resident County or ADMINISTRATOR and represents the first step in the formal grievance process.

3. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory rights violation or a denial or abuse complaint with COUNTY Patients' Rights Office. The Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve COUNTY Behavioral Health Director and the State Patients' Rights Office.

D. CONTRACTOR agrees that Clients have recourse to initiate a complaint to CONTRACTOR, appeal to the respective resident County or COUNTY's Patients' Rights Office, to file a formal grievance, file a Title IX complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the complaint or grievance, and attempt to resolve the matter.

E. CONTRACTOR agrees that no provision of the Agreement shall be construed to replace or conflict with the duties of COUNTY Patients' Rights Office pursuant to WIC Section 5500.

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

IV. PAYMENTS

A. For all services provided pursuant to the Agreement, COUNTY shall pay CONTRACTOR monthly, in arrears at the rate of \$191.28 per client bed day for Period Four and \$197.97 per client bed day for Period Five; provided, however, the total of all such payments to CONTRACTOR shall not exceed the Amount Not to Exceed for each Period as specified in the Referenced Contract Provisions of the Agreement. Reimbursement shall be made only for services provided to Clients who are certified by ADMINISTRATOR as eligible to receive services.

1. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are

due the (20th) day of the 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.

2. CONTRACTOR shall collect SSI/SSP revenue, additional income sources and all other revenues due the Client, conservator/guardian, or legally responsible person to determine a Client share of cost. CONTRACTOR shall ensure that the Client share of cost is clearly stated on CONTRACTOR's invoice. CONTRACTOR shall deduct the Client's share of costs from the amount owed to CONTRACTOR by COUNTY.

a. ADMINISTRATOR shall review and approve Client's revenue and share of cost. ADMINISTRATOR may adjust CONTRACTOR's monthly invoice if the appropriate revenue is not stated and/or the share of cost has not been appropriately deducted from the amount due from COUNTY.

b. ADMINISTRATOR may authorize CONTRACTOR to use a portion of the revenue for non-covered costs such as personal and/or incidental costs for the Client's care or personal needs. ADMINISTRATOR shall monitor such costs and may adjust the invoice to ensure that the appropriate costs are deducted from the amount due from COUNTY.

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

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

V. REPORTS

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

B. CONTRACTOR shall report all special incidents to ADMINISTRATOR and shall submit a written special incident report referred to as "Notable Incident Form" in accordance with the Notices Paragraph of this Exhibit A to the Agreement. Special incidents shall include, but are not limited to, Client's suicide or attempted suicide, elopement or absence without leave, serious injury or illness, death, criminal behavior including arrests with or without conviction, positive test results for substance abuse from urine screenings, serious destruction of property or any other incident which may expose COUNTY or CONTRACTOR to liability.

1. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such

serious adverse incident

B. STAFFING – CONTRACTOR shall submit to ADMINISTRATOR, on a quarterly basis, a list of individuals who provide services under the Agreement and their job descriptions. The staff list shall state the employee's name, job title, professional degree, and license number, if applicable.

C. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received no later than fourteen (14) calendar days following the end of the month being reported. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall evaluate each Client's participation and functioning in CONTRACTOR's psycho-social rehabilitation program.

D. CONTRACTOR shall provide ADMINISTRATOR a copy of the annual State Community Care licensing audit within sixty (60) calendar days of the exit interview. CONTRACTOR shall provide ADMINISTRATOR copies of plans of correction in order to determine the quality and nature of services provided hereunder. ADMINISTRATOR will allow thirty (30) calendar days for CONTRACTOR to respond.

E. CONTRACTOR shall provide census data monthly or more frequently as requested by ADMINISTRATOR.

F. CONTRACTOR shall notify ADMINISTRATOR by telephone whenever a Client is sent out for acute psychiatric or general medical hospital care. CONTRACTOR will notify ADMINISTRATOR in writing whether the Client will be accepted back as soon as the Client is stabilized and ready for return.

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

VI. SERVICES

A. FACILITY

1. CONTRACTOR shall provide 2 licensed Community Care Facilities dedicated for the care of those Clients referred by COUNTY. Such beds shall be located at the following addresses or other facility approved in advance and in writing by ADMINISTRATOR. Facility shall provide for a safe and secure treatment setting appropriate to the level of care of its treatment population.

2457 Endicott Street
Los Angeles, CA 90032

19200 Highway 178
Bakersfield, CA 93306

2. CONTRACTOR's facilities shall include the following:
 - a. Private or semi-private rooms for each Client;
 - b. Kitchen area including refrigerator, stove, and sink;
 - c. Dining area;
 - d. Central living area or group room(s) with an appropriate capacity for group meetings, occupational and vocational therapy, activities, or visitors.
3. CONTRACTOR shall make available appropriate office space for confidential medical examinations and client interviews.
4. CONTRACTOR shall maintain an environment conducive to the total care and treatment of persons who are mentally ill.
5. CONTRACTOR shall maintain well-groomed landscaping and a well-maintained facility appearance.

B. PERSONS TO BE SERVED

1. CONTRACTOR shall serve clients, who are referred by COUNTY and authorized for services under the Agreement. CONTRACTOR shall admit Clients with an included DSM/ICD diagnosis in need of twenty-four (24)-hour residential care services. These Clients may include persons who have histories of, or are at risk for, combativeness, suicide, and excessive verbal abusiveness, or co-occurring substance use issues.

2. CONTRACTOR may deny admission of a Client based upon lack of availability of beds. CONTRACTOR may deny admission of a Client if the number of Clients receiving services pursuant to the Agreement in CONTRACTOR's facility exceeds the number of beds available.

C. SERVICES PROVIDED

1. CONTRACTOR shall serve an average of 7 clients per day or a minimum of two thousand five hundred fifty-five (2,555) client bed days annually, dedicated for the care of those Clients referred by COUNTY.

2. CONTRACTOR shall provide a specialized intensive residential program seven (7) days per week with an emphasis on structured client-centered rehabilitative and treatment services.

a. The overall goal of this program shall be to increase the functional levels of Clients, enabling them to more fully engage in their recovery plan and transition to less restrictive levels of intervention, including independent living.

b. ADMINISTRATOR, in conjunction with CONTRACTOR, shall develop a

Treatment Plan for each Client which includes goals developed in collaboration with the Client and steps the Client needs to take in conjunction with the treatment team in order to reach these goals.

3. CONTRACTOR shall provide a program consistent with the State mandate to place Clients in the least restrictive level of care possible. Determination regarding discharge of a Client to a lower level of care shall be made by ADMINISTRATOR in conjunction with the facility treatment team.

4. CONTRACTOR will identify behaviors that present barriers to placement at lower levels of care and shall focus on treatment that addresses these behaviors.

5. CONTRACTOR shall provide an evidence based recovery-oriented and trauma informed structured program that will assist Clients to move along the recovery continuum so that daily living skills are learned and reinforced each day and Clients learn that recovery from mental health issues is possible. The program shall consist of one-to-one interaction between CONTRACTOR's staff and Clients, as well as a minimum of ten (10) planned and structured group activities each week led by CONTRACTOR's case management staff. Services shall be recovery-based, non-coercive, and must focus on assisting Clients to become more independent and self-sufficient. CONTRACTOR services shall include but not be limited to the following:

a. All basic services required of a Community Care Facility licensed by the State Department of Social Services as set forth in CCR, Title 22, including twenty-four (24) hours awake supervision of Clients;

b. Behavior management services to improve Clients' social skills and interpersonal relationships;

c. Training in independent living skills to facilitate Clients' transition to a more independent living arrangement; this includes daily education and training in the use of public transportation, grooming, hygiene, laundry, care of personal belongings, cleanliness of personal and community rooms, cooking, and money management skills;

d. Vocational and pre-vocational activities that will help Clients to share their skills and areas of expertise and to further develop work-related skills as needed, increasing their ability to obtain paid employment; vocational activities may include kitchen help, gardening, facility maintenance, woodworking, developing computer skills, submitting job resumes, practicing interview skills, temporary employment, volunteer work and full-time employment;

e. A daily physical activity or exercise program designed to enhance the

physical

well-being of Clients;

- f. Individual and small group recreational outings designed to help the Client use community resources;
- g. Establishing positive working relationships with other Clients, their families, friends, and the treatment team to plan and implement client driven goals;
- h. Transportation of Clients to essential appointments.
- i. Treatment for co-occurring substance use disorders based on either harm-reduction or abstinence-based models to wellness and recovery;
- j. Group and individual therapy modalities shall be provided to Clients on a weekly basis.

6. CONTRACTOR shall provide Medication Support Services which shall include, but not be limited to, the following:

- a. Encouraging Clients to take their medication and helping them to recognize the side effects of their medications;
- b. Medication education in group and individual settings so that Clients understand the need for medication related to their psychiatric condition, the signs of deregulation, and how to implement an appropriate corrective action plan;
- c. Monitoring and encouraging Clients' medication compliance and working cooperatively and effectively with their prescribing physicians;
- d. Providing in-service staff training in effects and side effects of psychotropic medications. CONTRACTOR shall make sure that all staff have knowledge of and familiarity with this important element of treatment.

7. CONTRACTOR shall use a program that identifies and rewards targeted behaviors and skills as appropriate for each Client. CONTRACTOR shall document individual client progress in achieving the goals of their Treatment Plan and provide special recognition for all Clients that are making progress based on their individual circumstances. CONTRACTOR shall not provide cigarettes or other tobacco products as rewards for targeted behaviors.

8. CONTRACTOR shall meet the requirements of CCR, Title 22, Division 6 as it pertains to the following:

- a. Maintaining client records, including documentation of tuberculosis clearance;
- b. Providing secure storage of Clients' valuables, including medications:
 - 1) Medication shall be kept in a safe and locked place that is not

accessible to persons other than employees responsible for the supervision of centrally stored medications;

2) Medication shall be stored in its originally received container. No medication shall be transferred between containers;

- c. Maintaining a record of daily occupancy;
- d. Protecting Clients' rights to privacy and confidentiality;
- e. Providing basic life support and other support services, including food, housekeeping, laundry, excluding personal items, and arrangements for emergency and non-emergency medical services.

9. CONTRACTOR shall maintain the following and ensure that Clients are made aware of them:

- a. House rules
- b. Residents' rights
- c. Policies regarding resident fees

10. CONTRACTOR shall assist Clients in establishing and maintaining a Client-oriented facility council in accordance with CCR, Title 22, Division 6. The Client-run council provides opportunity for Client input into the operations of the facility, including but not limited to, activities, house rules, and resolution of disputes/disagreements.

11. CONTRACTOR shall establish an admission policy that states that all COUNTY Client admissions shall result from referrals from ADMINISTRATOR. CONTRACTOR and ADMINISTRATOR shall communicate and coordinate any action which impacts a Client's continued eligibility for program services and which might otherwise result in discharge from the program.

12. CONTRACTOR shall work cooperatively with ADMINISTRATOR in placing Clients in other appropriate facilities, including Clients released from LPS conservatorship.

13. CONTRACTOR shall notify ADMINISTRATOR within three (3) business days when Conservatorship terminates.

14. CONTRACTOR shall notify ADMINISTRATOR within two (2) hours by telephone and one (1) working day in writing of any change in census, e.g. transfers to acute psychiatric and medical hospitals, Clients discharged to a lower level of care, Clients on unauthorized leave AWOL and voluntary Clients discharged AMA.

15. CONTRACTOR shall complete and submit discharge information on ADMINISTRATOR's Long Term Care Discharge Form within one (1) business day of discharge. CONTRACTOR shall also notify ADMINISTRATOR of the discharge by

telephone call.

16. If a Client is sent to an acute psychiatric or medical hospital, CONTRACTOR shall notify ADMINISTRATOR and indicate the intent related to acceptance of the Client back following hospital discharge.

17. CONTRACTOR shall provide psychiatrist time and services regarding conservatorship issues. This includes the annual filing of court documents to renew conservatorship, as well as LPS Conservatorship Court appearances/testimony as requested by COUNTY. CONTRACTOR shall provide medical and psychiatric records as needed for all Court appearances.

18. CONTRACTOR shall attend COUNTY sponsored or recommended training, as appropriate, for the purpose of increasing familiarity with COUNTY guidelines and providing more effective services.

D. QUALITY IMPROVEMENT AND PERFORMANCE OUTCOMES

1. The overall goal of these services is to increase the functional levels of Clients in a safe, therapeutic environment, promoting wellness and recovery to enable Clients to transition to less restrictive levels of care, including independent living.

2. QUALITY IMPROVEMENT REVIEW - CONTRACTOR shall develop and maintain a plan for quality improvement, the overall goal of which is the maintenance of high-quality care and effective utilization of services offered. This plan shall include utilization review, peer review, and medication monitoring as mandated by the California DHCS. This plan will contain measurable outcomes and focus on personal growth and recovery for Clients who are functionally impaired by psychiatric symptoms with a path to treatment in less restrictive levels of care and a return to community living.

3. PROGRAM OBJECTIVES:

a. Increase the Client's motivation and skills toward self-restoration by involving Clients in developing collaborative treatment goals with treatment team and ensuring the use of the most effective trauma informed and recovery-oriented psychiatric and medical pharmacological treatments, as well as evidence-based practices tailored to the individual needs of Clients.

b. Provide an alternative to utilization of state hospital days and acute hospital administrative days.

c. Prevent the need for re-hospitalization in acute psychiatric or medical facilities by maintaining Clients in a stable environment and assisting Clients to maintain or improve functioning and decrease symptoms.

4. CONTRACTOR shall cooperate with COUNTY in meeting quality improvement and utilization review standards.

5. CONTRACTOR shall provide assistance to COUNTY in conducting its utilization and reporting functions, and medical necessity determination.

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

VII. STAFFING

A. CONTRACTOR shall provide staffing patterns and policies that meet the following requirements:

1. Provision of shelter, food services, and supportive services provided directly by the program in accordance with the guidelines outlined in the Services Paragraph of this Exhibit A to the Agreement.

2. Provision for twenty-four (24)-hour on-site management of the facility, including night supervision in accordance with CCR, Title 22, Division 6;

3. Provision of licensed staff responsible for the planning, implementation, and day-to-day supervision of all treatment services. All therapeutic treatment activities shall be carried out by personnel with appropriate specialized mental health training;

4. Provision of Case Managers/Case Manager Supervisors to implement structured individual and group psycho-social rehabilitative services;

5. Documentation of employee qualifications and job descriptions for each position which include duties and responsibilities, bilingual/bicultural requirements, and proof of licensure, where applicable.

B. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect to the Agreement, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

2. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

3. CONTRACTOR shall provide a written policy for the use of volunteers and part-time

student interns which may augment paid staff.

4. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documentation 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, persons who are physically challenged.

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

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

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, 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: ANNE SIPPI CLINIC TREATMENT GROUP

Nathan Petty _____

Print Name

DocuSigned by:

Nathan Petty

4FA8551C9206450...

Signature

Chief Financial Officer _____

Title

4/21/2022

Date

Print Name

Title

Signature

Date

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

Purchasing Agent/Designee Authorized Signature:

William Norsetter _____

Print Name

Deputy Purchasing Agent/Admin.

Manager II _____

Title

Signature

Date

APPROVED AS TO FORM

Office of the County Counsel
Orange County, California

Brittany McLean _____

Print Name

DocuSigned by:

Brittany McLean

9713A4061D4343D...

Signature

Deputy County Counsel _____

Title

4/21/2022

Date