AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-21011285
FOR
ASSISTED OUTPATIENT TREATMENT FULL SERVICE PARTNERSHIP SERVICES

This Amendment ("Amendment No. 3") to Contract No. MA-042-21011285 for Assisted Outpatient Treatment Full Service Partnership Services is made and entered into on October 1, 2023 ("Effective Date") between Telecare Corporation ("Contractor"), with a place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA 94501, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-21011285 for Assisted Outpatient Treatment Full Service Partnership Services, effective July 1, 2021, through June 30, 2024, in an amount not to exceed $10,059,585, renewable for two additional one-year terms ("Contract"); and

WHEREAS, effective August 30, 2022, the Parties executed Amendment No. 1 to adjust the budget line items and staffing pattern in Exhibit A of the Contract; and

WHEREAS, effective January 10, 2023, the Parties executed Amendment No. 2 to adjust the staffing pattern in Exhibit A of the Contract; and

WHEREAS, on September 14, 2022, Senate Bill (SB) 1338 was signed and established the Community Assistance, Recovery, and Empowerment (CARE) Act; and

WHEREAS, the CARE Act requires County to implement a new civil court process and provide specific services by October 1, 2023; and

WHEREAS, County has decided to expand the Assisted Outpatient Treatment Full Service Partnership Services to include the additional caseload and services required by the CARE Act; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to increase the Period Three Not to Exceed Amount by $1,721,503 and to replace Exhibit A with Exhibit A-1 of the Contract to incorporate the increased caseload and services.

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

1. The Contract's Period Three Not to Exceed Amount is increased by $1,721,503 from $3,353,195 to $5,074,698, for a revised total not to exceed amount of $11,781,088.

2. Referenced Contract Provisions, Not to Exceed Amount section, of the Contract is deleted in its entirety and replaced with:

"**Not to Exceed Amount:**

Period One Not to Exceed Amount:	$3,353,195
Period Two Not to Exceed Amount:	$3,353,195
Period Three Not to Exceed Amount:	$5,074,698
TOTAL NOT TO EXCEED AMOUNT:	$11,781,088"

3. Exhibit A is deleted in its entirety and replaced with Exhibit A-1.

This Amendment No. 3 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. 3 and the Contract, including all previous amendments, the terms and conditions of this Amendment No. 3 prevail. In all other respects, the terms and conditions of the Contract, including all previous amendments not specifically changed by this Amendment No. 3 remain in full force and effect.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3. 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: Telecare Corporation, a California for profit corporation

Dawan Utecht	SVP/Chief Development Officer
Print Name	Title
DocuSigned by: Dawan Utecht 65C9AC71C82541F...	7/17/2023
	Date

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

Purchasing Agent/Designee Authorized Signature:

Print Name	Title
Signature	Date

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

Brittany McLean	Deputy County Counsel
Print Name	Title
DocuSigned by: Brittany McLean 9713A4061D4343D...	7/18/2023

EXHIBIT A-1
TO CONTRACT FOR PROVISION OF
ASSISTED OUTPATIENT TREATMENT FULL SERVICE PARTNERSHIP SERVICES
BETWEEN
COUNTY OF ORANGE
AND
TELECARE CORPORATION
JULY 1, 2021 THROUGH JUNE 30, 2024

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates twenty-four (24) hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric crisis and need immediate evaluation. Clients receive a

thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated outpatient facility, the CSU may evaluate and treat Clients for no longer than twenty-three (23) hours and fifty-nine (59) minutes.

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

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

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

b. Data Analysis Specialist means a person who is responsible for ensuring the program maintains a focus on outcomes by reviewing outcomes and analyzing data, as well as working on strategies for gathering new data from the Client's perspective, which will improve understanding of Client's needs and desires towards furthering their Recovery. This individual provides feedback to the program and works collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program in strategizing improved outcomes in these areas. This person is 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 is reporting a change from previous Client status in certain categories. These categories include: residential status, employment status, education, legal status, emergency intervention episodes, 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 the data collection system within thirty (30) days of the Partnership date.

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

KET, and 3M).

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

17. 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.

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

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

20. 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 full partners in the development and implementation of their treatment plan. A FSP is an evidence-based and strength-based model, with the focus on the individual rather than the disease. Multi-disciplinary teams shall be established including the Client, Psychiatrist, and PSC. Whenever possible, these multi-disciplinary teams shall include a mental health nurse, marriage and family therapist, clinical social worker, peer specialist, and family members. The ideal Client-to-staff ratio for AOT FSP program shall be in the range of ten (10) to one (1), ensuring relationship building and intensive service delivery. Services shall 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 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.

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

b. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including those who have co-occurring disorders, in a partnership to achieve the individual's wellness and recovery goals. Services shall be non-coercive and focused on engaging Clients in the field. The goal of FSP Programs is to assist the Clients to progress through pre-determined quality of life outcome domains (e.g., housing, decreased incarcerations, decreased hospitalizations, increased education involvement, increased employment opportunities and retention, linkage to medical providers, etc.) and become more independent and self-sufficient as Clients move through the continuum of recovery as evidenced by progressing to a lower level of care or out of the "intensive case management" need category.

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

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

health treatment activities.

23. 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.

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

25. 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.

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

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

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

29. 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.

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

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

b. Collateral means a significant support person in a beneficiary's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Client. The beneficiary may or may not be present for this service activity.

c. Co-Occurring Integrated Treatment Model means an evidence-based Integrated Treatment programs, in which Clients receive a combined treatment for mental illness and substance abuse disorders from the same practitioner or treatment team.

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

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

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

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

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

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

up to one year of the experience requirement.

32. MFT means Marriage and Family Therapist and refers to an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

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

34. 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."

35. 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 shall provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service needed by participating members. The scale shall 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.

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

37. 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.

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

39. 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.

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

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

42. PHI means Protected Health Information and refers to individually identifiable health information usually transmitted by electronic media and 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.

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

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

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

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

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

48. PSC means Personal Services Coordinator and refers to an individual who is part of

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

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

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

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

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

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

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

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

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

53. Referral means the act of sending an individual to another person or place for services, help, advice, etc. When indicated, follow-up shall be provided within five (5) working days to assure that the Client has made contact with the referred service.

54. SUD means Substance Use Disorder and refers to a condition in which the use of one or more substances leads to a clinically significant impairment or distress per the latest DSM.

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

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

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

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

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

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

B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify

the Common Terms and Definitions Paragraph of this Exhibit A-1 to the Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A-1 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.

ADMINISTRATIVE COSTS	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
Indirect Costs	$ 437,374	$ 437,374	$ 661,917	$ 1,536,665
SUBTOTAL ADMINISTRATIVE	$ 437,374	$ 437,374	$ 661,917	$ 1,536,665
PROGRAM COSTS				
Salaries	$ 1,410,284	$ 1,417,645	$ 2,218,556	$ 5,046,485
Benefits	427,383	420,022	614,240	1,461,645
Services & Supplies	531,152	531,152	796,570	1,858,874
Flex Funds	129,270	129,270	237,571	496,111
Subcontracts	417,732	417,732	447,554	1,283,018
SUBTOTAL PROGRAM	$ 2,915,821	$ 2,915,821	$ 4,412,781	$ 10,244,423
GROSS COSTS	$ 3,353,195	$ 3,353,195	$ 5,074,698	$ 11,781,088
REVENUE				
Federal Medi-Cal	$ 702,382	$ 702,382	$ 875,000	$ 2,279,764
MHSA Medi-Cal	702,382	702,382	875,000	2,279,764
MHSA	1,948,431	1,948,431	3,324,698	7,221,560
TOTAL REVENUE	$3,353,195	$3,353,195	$ 5,074,698	$ 11,781,088
NOT TO EXCEED AMOUNT	$ 3,353,195	$ 3,353,195	$ 5,074,698	$ 11,781,088

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A-1 to the Contract includes Indirect Costs not to exceed fifteen percent (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

C. CONTRACTOR agrees that the amount of MHSA Medi-Cal Match is dependent upon, and shall at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless authorized by ADMINISTRATOR.

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

E. The Parties agree that the above budget reflects an average Medi-Cal Client caseload of approximately thirty-five percent (35%) to be maintained by CONTRACTOR. CONTRACTOR agrees to accept COUNTY referrals that may result in an increase in this average.

F. FLEXIBLE FUNDS

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

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

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

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

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

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

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

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

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

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

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

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

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

disbursement;

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

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

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

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

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

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of $279,432 per month for Period One and Period Two and $422,891 per month for Period Three. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A-1 to the Contract; provided, however, the total of such payments does not exceed the Not to Exceed Amount for each period as stated in the Referenced Contract Provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to County, State, and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A-1 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) calendar day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice.

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

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

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

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

IV. REPORTS

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

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A-1 to the Contract. Such reports shall also include actual productivity as defined by ADMINISTRATOR. The reports shall be received by ADMINISTRATOR no later than the twentieth (20th) calendar day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension shall not exceed more than five (5) calendar days.

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

C. STAFFING

1. CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Contract and shall include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports shall be received by ADMINISTRATOR no later than twenty

(20) calendar days following the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension shall not exceed more than five (5) calendar days.

D. PROGRAMMATIC

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

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

b. Report of placement and movement of Clients along the continuum of services,

c. Voluntary and involuntary hospitalizations, incarcerations, and special incidences,

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

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

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

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

2. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident and follow COUNTY guidelines regarding submitting incident reports.

3. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, COUNTY as identified in the HCA P&Ps.

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

CONTRACTOR to respond.

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

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

V. SERVICES

A. FACILITY – CONTRACTOR shall maintain a facility which meets the minimum requirements for Medi-Cal and Medicare eligibility for the provision of Assisted Outpatient Treatment FSP Services for exclusive use by COUNTY at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

615 Civic Center Drive West
Santa Ana, CA 92701

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

2. The facility shall be open from Monday through Friday, 8:00 a.m. until at least 5:00 p.m., in adherence with COUNTY's regularly scheduled service hours; however, CONTRACTOR shall modify these hours of operation to provide services in the evenings and/or weekends as needed in order to meet Clients' needs. Additionally, CONTRACTOR agrees to provide access by phone or in person to its Clients twenty-four (24) hours per day, seven (7) days per week.

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

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

B. INDIVIDUALS TO BE SERVED

1. Assisted Outpatient Treatment - Adults, ages 18 and older, who reside in Orange County, have a serious mental illness, and have a history of lack of compliance with treatment

for his or her mental illness; whose condition is substantially deteriorating and the person is unlikely to survive safely in the community without supervision or the person is in need of assisted outpatient treatment in order to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to the person or to others; who has been offered an opportunity to participate in the development of their treatment plan for services and continues to fail to engage; and at least one of the following is true:

a. The individual's mental illness has, at least twice within the last thirty-six (36) months, been a substantial factor in necessitating hospitalization or receipt of services in a forensic or other mental health unit of a state correctional facility or local correctional facility; or

b. The individual's mental illness has resulted in one or more acts of serious and violent behavior toward himself or herself or another, or threats, or attempts to cause serious physical harm to themselves or another within the last forty-eight (48) months.

2. Community Assistance, Recovery and Empowerment (CARE) - Adults, ages 18 and older, who reside in Orange County, have a diagnosis of schizophrenia spectrum or other psychotic disorder, and are not clinically stabilized; whose condition is substantially deteriorating and the person is unlikely to survive safely in the community without supervision or the person is in need of services and supports in order to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to the person or to others.

3. Referrals shall come from the COUNTY's AOT and CARE Team and all individuals served must meet CCR Title IX medical necessity criteria.

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

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

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

3. Tailoring Service Coordination to Client Stage of Recovery – CONTRACTOR

shall identify and define levels of service and supports that create a continuum of services based on the Clients' stages of Recovery to ensure that Clients are "fully served."

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

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

6. Stage of Readiness for Change – CONTRACTOR shall focus on Client's Stage of Readiness for Change toward changing behaviors and have concrete interventions and supports to support the Client's move towards recovery in that specific area of their life.

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

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

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

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

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

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

manage both their mental illness and substance use disorders so that they can pursue their own meaningful life goals.

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

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

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

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

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

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

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

20. Team Service Approach and Meeting Structure – CONTRACTOR shall utilize the FSP team as a whole in treatment and service planning and develop a structure for team meetings to discuss cases and coordinate care.

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

22. Creating an Array of Readily Available Housing Options – CONTRACTOR shall

create an array of readily available housing options and provide safe and affordable housing for each Client.

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

24. Evidence-Based Practices - CONTRACTOR shall focus on using EBPs whenever possible, including, but not limited to, the Assertive Community Treatment model, which embraces a "whatever it takes" approach to remove barriers for individuals to access the support needed to fully integrate into the community. CONTRACTOR shall have staff with the needed expertise to collect and analyze data and outcomes in line with established fidelity measures. This staff shall ensure desired outcomes are achieved and routinely tested for accuracy.

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

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

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

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

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

a. Medication education shall be provided including discussing risks, benefits and

alternatives with the Clients and significant support persons when indicated.

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

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

4. Co-Occurring Services: Follow a program that uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance use and has gradual expectations of abstinence. Mental health and substance use research has strongly indicated that to recover fully, a Client with a co-occurring disorder needs treatment for both diagnoses, as focusing on one does not ensure the other will go away. Co-occurring services integrate assistance for each condition, helping people recover from both in one setting at the same time. All treatment team members shall be co-occurring capable. When appropriate, the American Society of Addiction Medicine (ASAM) criteria shall be utilized to identify an appropriate level of co-occurring treatment indicated. Individuals with co-occurring substance use issues shall be provided a range of co-occurring services including linkage to medical detox, social detox, residential treatment, etc.

5. Vocational and Educational Services: As part of the continuum of Recovery it is important that Clients develop an "identity" other than that of a mental health Client; towards this end Clients shall be supported in exploring a full range of opportunities, including but not limited to, volunteer opportunities, part-time/full-time work, supported employment, competitive employment and educational opportunities. CONTRACTOR's staff shall have a dedicated Vocational/Educational Specialist to assist enrolled Clients with these services.

a. Educational Services: CONTRACTOR shall engage Clients in activities to support them in achieving the highest educational functioning possible. Services and activities may include General Education Diploma preparation, and linkage to colleges, vocational training and adult schools.

b. Pre-Vocational/Vocational Services: CONTRACTOR shall engage Clients in pre-vocational/vocational activities that assist them in determining their skills, interests, values, and realistic career goals, and services that help them in developing work skills, gaining work experience, and finding employment. Activities and services may include, but not be limited to the following areas: career exploration, identification of personal strengths, values, and talents, resume writing, job seeking skills, interviewing skills, job coaching, job placement, job retention, and symptom management in the workplace. The intent of these activities and services is to actively involve Clients in identifying and developing their own positive work identities; building self-confidence and vocational skills; and ultimately obtaining and

maintaining employment. CONTRACTOR shall assist Clients to find employment settings that match the Clients' interests, abilities, aptitudes, strengths and individualized goals, and provide supportive services and supports to ensure vocational success.

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

6. Family and Peer Support Services:

a. Connection to community, family, and friends is a critical element to Recovery and shall be an integral part of CONTRACTOR's services. PSC shall work to include Client's natural support system in treatment and services; and peers shall be hired as Peer Recovery Specialists to assist Clients in their various stages of Recovery. CONTRACTOR shall establish a Peer Advisory Committee, as appropriate, to provide Client input into program development and quality improvement.

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

c. Family Support Services. CONTRACTOR shall create a culture that embraces families in the recovery process. Family therapy is found to be an integral part of the success of this population's recovery. The licensed Family Therapist/Clinician shall have two (2) years of experience working with family theory and practice. The Therapist/Clinician shall continuously evaluate the needs of the family members and provide services accordingly. These services shall include but not be limited to; multi-family groups, psycho-educational groups, and family therapy. Some of the components of family treatment should include, but not be limited to: communication, family dynamics, and resource development.

7. Transportation Services: CONTRACTOR shall provide transportation services which may include, but not be limited to: provision of bus tickets and taxi vouchers; transportation to appointments deemed necessary for Client care; transportation for emergency psychiatric evaluation or treatment; or transportation for the provision of any case management services. Transportation may be conducted by the driver or any PSC in the case that the Client is not taking public transportation. CONTRACTOR shall possess the ability to provide or arrange for transportation of Clients to planned community activities or events. Clients shall be encouraged to utilize public transportation, carpools, or other means of transportation whenever possible. CONTRACTOR shall provide transportation to any treatment or court related

appointments deemed necessary for the Client care.

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

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

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

11. Housing Services: CONTRACTOR shall provide a continuum of housing support to the Clients. This service category includes a comprehensive needs assessment, linkage and placement in a safe living arrangement, and ongoing support to sustain an appropriate level of housing. CONTRACTOR shall prioritize obtaining appropriate housing and providing supportive services for individuals immediately upon enrollment, and throughout the recovery process. CONTRACTOR shall arrange to accompany Clients to their housing placements to ensure that access is smooth and that the Client is secure in their placement and equipped with basic essentials, as well as to provide a warm handoff to the housing provider. CONTRACTOR shall use a Housing First model, an approach that is centered on the belief that individuals can achieve stability in permanent housing directly from homelessness and that stable housing is the foundation for pursuing other health and life goals; and services are oriented to help individuals obtain permanent housing as quickly and with as few intermediate steps as possible. CONTRACTOR shall provide supports to help Clients engage in needed services and identify and address housing issues in order to achieve and maintain housing stability. CONTRACTOR shall develop working relationships and collaborations with COUNTY's Housing & Supportive Services, local housing authorities, community housing providers, property owners, property management staff, etc. to ensure that Clients have access to an array of readily available housing

options, facilitate successful transition and placement, and maximize the Clients' ability to live independently in the community. CONTRACTOR shall train staff to utilize best practices that support clients' transition from homelessness to housing. CONTRACTOR's staff shall include a Housing Specialist and, if needed, a Supportive Housing PSC to provide housing services to all enrolled Clients. Housing options shall include, but not be limited to:

a. Emergency Housing: Immediate shelter for critical access for Clients who are homeless or have no other immediate housing options available. Emergency housing is a time-limited event and shall only be utilized until a more suitable housing arrangement can be secured.

b. Motel Housing: For individuals who may be unwilling or are inappropriate for a shelter, or when no shelter is available, motel housing may be utilized. Motel housing is time-limited in nature and shall only be utilized as a last resort until a more appropriate housing arrangement can be secured. Pre-purchase of motel rooms shall be in accordance with CONTRACTOR's P&P, as identified in the Responsibilities Paragraph of this Exhibit A-1.

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

d. Permanent Housing: Obtaining permanent housing is an overarching goal for all FSP Clients. Permanent housing refers to housing where tenants have leases that confer the full rights, responsibilities and legal protections under housing laws; and includes, but is not limited to, utilization of Continuum of Care Vouchers and living independently in homes/apartments and County based housing projects.

e. Residential Substance Use Treatment and Sober Living Homes as a housing option shall be available when appropriate to provide the Clients with the highest probability of success towards Recovery.

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

13. Group Services: CONTRACTOR shall offer a variety of groups based on Client interest and need, and may include, but not be limited to: Men's and Women's Groups, Relapse Prevention, Recovery and Wellness, Life Skills, Coping Skills, etc.

14. Meaningful Community Roles: CONTRACTOR shall assist each Client to identify

some meaningful roles in his/her life that are separate from the mental illness. Clients need to see themselves in "normal" roles such as employee, son, mother, and neighbor to successfully integrate into the community. CONTRACTOR shall work with each Client to join the larger community and interact with people who are unrelated to their mental illness.

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

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

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

a. A trauma-informed approach includes an understanding of trauma and an awareness of the impact it can have across settings, services, and populations; it involves viewing trauma through an ecological and cultural lens and recognizing that context plays a significant role in how individuals perceive and process traumatic events; and it involves four key elements:

1) Realizes the widespread impact of trauma and understands potential paths for recovery;

2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others involved with the system;

3) Responds by fully integrating knowledge about trauma into policies, procedures, and practices; and

4) Seeks to actively resist re-traumatization.

b. Trauma-informed care refers to a strengths-based service delivery approach that is grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical, psychological, and emotional safety for both providers and individuals served, and creates opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed care model is built on the following core values and principles:

1) Safe, calm and secure environment with supportive care

2) System wide understanding of trauma prevalence, impact, and trauma-informed care

3) Cultural competence

4) Consumer voice, choice and self-advocacy

5) Recovery, client-driven and trauma specific services

6) Healing, hopeful, honest and trusting relationships

c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed culture. This includes focusing on organizational activities that foster the development of a trauma-informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training on evidence-based and emerging trauma-informed best practices; developing competencies specific to trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and preventing and treating secondary trauma.

E. PROGRAM SPECIFIC SERVICES

1. CONTRACTOR shall coordinate Client's needs and services in accordance with the FSP philosophies and "Whatever It Takes" approach, and Laura's Law and CARE Act by ensuring that services ordered by the court are provided as required and in a timely manner.

2. CONTRACTOR shall work in a collaborative nature and create an environment that shall involve all collaborative partners, such as but not limited to, Court Judge, County Counsel, Public Defender's Office and the COUNTY's AOT/CARE Team. Examples of this collaboration include responding promptly, conveying accurate information, and maintaining opportunities to consult about cases.

3. CONTRACTOR's administrator, or designee, shall attend and participate in collaborative team meetings every week with ADMINISTRATOR, County Counsel, and Public Defender. CONTRACTOR shall be prepared with a write up of each Client being presented to the team. Each Client shall be discussed to determine the best course of treatment and needs for court follow through. Meetings shall be held to discuss coordinated supports, problem solve, and develop engagement strategies, treatment maintenance, and graduation strategies.

4. CONTRACTOR shall work with Clients to remove any/all barriers to attend court hearings and provide support through the court process. This may include but is not limited to providing transportation, working with family members, individual counseling, or providing support by attending court with the member and helping understand the court process.

5. COUNTY's AOT/CARE Team shall support engagement, conduct eligibility determination, and facilitate linkage to CONTRACTOR.

6. CONTRACTOR shall coordinate engagement services and placement of Clients

into the FSP when Clients are identified and ready to be linked by the Court or COUNTY's AOT/CARE Team.

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

8. CONTRACTOR shall receive referrals from the COUNTY's AOT/CARE team and shall immediately begin engagement process with the Client.

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

10. CONTRACTOR shall provide culturally sensitive services in all threshold languages. CONTRACTOR shall work with COUNTY or other interpreters for other languages as needed.

F. Discharge of Clients from the program shall be determined by the Clients' movement along the recovery continuum and shall be a coordinated effort between ADMINISTRATOR and CONTRACTOR.

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

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

I. CONTRACTOR shall have a commitment to meeting the required response times for hospitals (twenty-four [24] hour response time), and other COUNTY institutions, e.g. jails or clinics (forty-eight [48] hours). CONTRACTOR shall collaborate with these institutions to coordinate services and provide continuity of care.

J. CONTRACTOR shall have an identified individual who shall:

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

2. Provide clinical support and training to CONTRACTOR staff on chart documentation and treatment plans;

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

4. Oversee all aspects of the clinical services of the recovery program;

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

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

7. Participate in program development and discuss with other staff regarding difficult cases and psychiatric emergencies.

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

L. CONTRACTOR shall input all IRIS data following ADMINISTRATOR's P&Ps. All statistical data used to monitor CONTRACTOR shall be compiled using only IRIS reports, if available, and if applicable.

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

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

O. CONTRACTOR shall review and approve all admissions, transfers, discharges from the program and extended stays in the program.

P. CONTRACTOR shall submit corrective action plans upon request.

Q. CONTRACTOR shall comply with ADMINISTRATOR's guidelines and procedures.

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

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

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

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

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

services under the Contract.

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

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

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

3. Collaborative meetings to address various aspects of Client care including but not limited to: housing specialist meetings, vocational/educational specialist meetings, data meetings, etc.; and

4. Weekly staffing meetings with the collaborative team to discuss all issues pertaining to the court process, including but not limited to: court orders, treatment compliance, interventions, etc.

X. CONTRACTOR shall develop all requested and required program specific P&Ps, and provide to ADMINISTRATOR for review, input, and approval prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps and program guidelines shall be reviewed bi-annually at a minimum for updates. Policies shall include, but not be limited to, the following:

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

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

1. Orientation to the program's goals and P&Ps, and FSP program philosophies

2. Training on subjects as required by State regulations
3. Recovery philosophy, client empowerment and strength-based services
4. Crisis intervention and de-escalation
5. Co-occurring mental illness and substance use disorder
6. Motivational interviewing
7. EBPs that support recovery
8. Outreach and engagement
9. Trauma-informed care
10. Professional Boundaries
11. Cultural Competency
12. Critical Time Intervention
13. Housing First
14. Other clinical staff training

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

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

AA. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.

AB. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted.

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

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

AD. PERFORMANCE OUTCOMES - CONTRACTOR shall be required to achieve Performance Outcome Objectives and track and report Performance Outcome Objective statistics in monthly programmatic reports, as outlined below.

1. At least 80% of Clients served will not require psychiatric hospitalization.
2. At least 80% of Clients served will remain sheltered (not experience unsheltered homelessness).
3. At least 80% of Clients served will remain out of custody.
4 At least 80% of Clients served will have no arrests.
5 CONTRACTOR shall track and monitor the number of Clients receiving services (mental health services, intensive case management, housing, and vocational) through number of Clients admitted and engaged into services.
6. CONTRACTOR shall track the number of days Clients are hospitalized and make every effort to reduce them through services provided in the Contract.
7. CONTRACTOR shall track the number of days Clients are incarcerated and make every effort to reduce them through services provided in the Contract.
8. CONTRACTOR shall track the number of days Clients are homeless and living on the streets and make every effort to reduce them through services provided in the Contract.
9. CONTRACTOR shall track the number of Clients gainfully employed and make every effort to increase them through services provided in the Contract.
10. CONTRACTOR shall track the number of days Clients are receiving emergency interventions and make every effort to reduce them through services provided in the Contract.
11. CONTRACTOR shall track the number of arrests per Client and make every effort to reduce them through services provided in the Contract.
12. CONTRACTOR shall track the number of days Clients are placed in independent living and make every effort to increase them through services provided in the Contract.
13. Listed above are the outcome measures by which the effectiveness of CONTRACTOR's program shall be evaluated. It is the responsibility of CONTRACTOR to educate itself with best practices and those associated with attainment of higher levels of Recovery.

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

15. CONTRACTOR shall track the number of Clients who reach their employment and/or educational goals.

16. CONTRACTOR shall track the number of Clients successfully discharged to a lower level of care.

17. CONTRACTOR shall track number of Clients assessed for co-occurring mental health and substance use disorder.

18. CONTRACTOR shall develop, in conjunction with ADMINISTRATOR and Data Analytics, additional performance measures/outcomes as needed.

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

1. The total number of Clients referred to and enrolled in services.
2. The total number of duplicated and unduplicated Clients served.
3. The total number of Clients discharged from services, reason for discharge and the length of stay for each Client in the program.

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

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

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

b. CONTRACTOR shall collaborate with Data Analytics to fulfill data requests by ADMINISTRATOR for State, COUNTY, and/or MHSA reporting.

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

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

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

AG. DATA CERTIFICATION - POLICIES AND PROCEDURES AND DATA COLLECTION

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

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

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

4. CONTRACTOR shall have an identified individual who shall:

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

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

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

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

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

f. Ensure monthly evaluation of Clients using MORS and enter the MORS score into approved data collection system. The score rating for each individual member shall be

entered under the clinical assessment tools; and

g. Complete, sign and submit the Data Certification Form to ADMINISTRATOR by the tenth (10th) calendar day of every month.

AH. ADDITIONAL DATA FOR COURT ORDERED CASES

1. CONTRACTOR shall track and provide the following data to ADMINISTRATOR for the Department of Health Care Services (DHCS) reporting requirements:

a. The number of persons served by the program and, of those, the number who are able to maintain housing and the number who maintain contact with the treatment system.

b. The number of persons in the program with contacts with local law enforcement and the extent to which local and state incarceration of persons in the program has been reduced or avoided.

c. The number of persons in the program participating in employment services programs, including competitive employment.

d. The days of hospitalization of persons in the program that have been reduced or avoided.

e. Adherence to prescribed treatment by persons in the program.

f. Other indicators of successful engagement, if any, by persons in the program.

g. Victimization of persons in the program.

h. Violent behavior of persons in the program.

i. Substance abuse by persons in the program.

j. Type, intensity, and frequency of treatment of persons in the program.

k. Extent to which enforcement mechanisms are used by the program, when applicable.

l. Social functioning of persons in the program.

m. Skills in independent living of persons in the program.

n. Satisfaction with program services both by those receiving them and by their families, when relevant.

2. For all Clients transferring from the program's Voluntary Track to the Court Track, CONTRACTOR shall submit a new PAF that includes twelve (12) months data prior to the enrollment date into the Court Track. This is required for DHCS reporting.

3. For all Clients transferring from another FSP to AOT FSP's Court Track, CONTRACTOR shall submit a new PAF that includes twelve (12) months data prior to the enrollment date into the Court Track.

4. For Clients transferring from the program's Court Track to Voluntary Track, CONTRACTOR shall track and report to ADMINISTRATOR the reason for the transfer.

ADMINISTRATOR shall provide AOT FSP with a list of reasons to report.

AI. CONTRACTOR shall provide appropriate and timely written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State standards. CONTRACTOR shall review these standards to determine the appropriate timeline for disenrollment of services. The NOABD must provide the adverse benefit determination made by CONTRACTOR as well as a clear and concise explanation of the reason(s) for the decision within the timeframe specified. CONTRACTOR shall provide appropriate NOABD as determined by State standards. Examples include but are not limited to:

1. Termination NOABD: If a beneficiary drops out of treatment, is missing, or admitted to an institution where he or she is ineligible for further services (e.g., long term incarceration or hospitalization).
2. Delivery Systems NOABD: If a beneficiary does not meet medical necessity criteria for specialty mental health services, CONTRACTOR shall provide a Delivery Systems NOABD and offer referrals to the appropriate services.

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

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY's multiple cultures will assist in maximizing access to services. CONTRACTOR shall provide education and training to staff to address cultural and linguistic needs of population served. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Contract

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

C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.

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

E. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place it in their personnel files.

F. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Provider Training, Annual Compliance Training, and Annual Cultural Competency Training. CONTRACTOR shall also ensure staff are trained on Laura's Law and CARE Act as well as best practices for treatment of individuals served with serious mental illness, specifically those diagnosed with schizophrenia spectrum and other psychotic disorders.

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

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

I. All CONTRACTOR staff must have an initial Department of Justice Live Scan prior to hire, and updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's, and Orange County Superior Courts. Staff may be hired temporarily pending Live Scan results as long as all the internet checks have been completed and are acceptable.

J. CONTRACTOR shall identify staff to receive jail clearance for the purpose of engaging and enrolling Clients into the program as needed.

K. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE will be equal to an

average of forty (40) hours of work per week.

PROGRAM	FTE
Regional Director of Operations	0.22
Program Administrator	1.00
Clinical Director	1.00
Case Manager – Specialty	1.00
Case Manager – Substance Use Counselor	2.00
Billing Specialist	2.00
Case Manager II	2.00
Clinician- Unlicensed/Licensed	2.00
Data Analysis Specialist	1.00
Housing Specialist	2.00
HR Generalist	0.09
LVN	2.00
Mental Health Rehabilitation Specialist	11.00
Nurse Practitioner	1.00
Office Coordinator II	1.00
Peer Recovery Coach	2.00
Quality Coordinator/Trainer	1.00
Peer Team Lead	1.00
Receptionist/Medical Record Technician	1.00
Regional IS Business Services Manager	0.05
Regional IT Support Analyst	0.03
Team Lead- Unlicensed/Licensed	2.00
Psychiatrist – Subcontractor	1.00
TOTAL CONTRACT FTEs	37.39

L. WORKLOAD STANDARDS

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

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

3. CONTRACTOR shall provide a minimum of twenty five thousand eight hundred

seventy five (25,875) direct service hours for Client related services, with a minimum of two thousand two hundred fifty (2,250) hours of medication support services and twenty three thousand six hundred twenty five (23,625) hours of other mental health, case management and/or crisis intervention services as outlined below. CONTRACTOR understands and agrees that these are minimum requirements and shall make every effort to exceed these minimums. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall maintain an active and ongoing caseload of one hundred fifty (150) Clients (100 AOT and 50 CARE Act) throughout the term of the Contract. CONTRACTOR shall ensure a Client-to-staff ratio of ten (10) to one (1).

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

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

O. All approved clinical staff who meet qualifications shall be designated by COUNTY to perform evaluations pursuant to Section 5150, WIC.

P. CONTRACTOR shall provide clinical supervision for all registered/waivered employees, interns and volunteers as required by the respective governing licensing board such as BBS. Clinical supervision shall be provided by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all registered/waivered employees, interns and volunteers.

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

1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

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

3. Volunteer and student intern services shall not comprise more than twenty percent

(20%) of total services provided.

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

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

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

U. TOKENS: ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens for appropriate individual staff to access HCA IRIS at no cost to CONTRACTOR.

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

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

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

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

   a. Each staff member who no longer supports the Contract;
   b. Each staff member who no longer requires access to IRIS;
   c. Each staff member who leaves employment of CONTRACTOR;
   d. Token is malfunctioning; or
   e. Termination of this Contract.

5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

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

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

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