

- 9) Flexible Fund account for immediate needs;
- 10) Transportation;
- 11) Illness education and self-management;
- 12) Medication Support;
- 13) Co-occurring Services;
- 14) Linkage to financial benefits/entitlements;
- 15) Family and Peer Support; and
- 16) Supportive socialization and meaningful community roles.

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

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

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

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

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

22. Intern means an individual enrolled in an accredited graduate program accumulating

clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

23. IRIS means Integrated Records Information System and refers to a collection of applications and databases that serve the needs of programs within COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

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

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

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

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

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

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

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

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

e. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing

and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

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

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

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

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

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

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

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

32. MORS means Milestones of Recovery Scale and refers to a Recovery scale that COUNTY will be using for the Adult mental health programs in COUNTY. The scale will provide the means of assigning Clients to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used today. MORS is ideally suited to serve as a Recovery-based tool for identifying the

level of service needed by participating members. The scale will be used to create a map of the system by determining which milestone(s) or level of Recovery (based on the MORS) are the target groups for different programs across the continuum of programs and services offered by COUNTY.

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

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

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

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

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

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

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

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

41. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT

Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

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

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

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

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

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

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

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

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

- a. Health: Overcoming or managing one's disease(s) as well as living in a physically

and emotionally healthy way;

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

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

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

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

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

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

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

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

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

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

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

III. PAYMENTS

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

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

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

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

B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice.

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

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

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

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

IV. REPORTS

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

B. FISCAL

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

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

C. STAFFING - CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A-1 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or termination date and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC – CONTRACTOR shall submit programmatic reports to

ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported unless otherwise specified. Programmatic reports will include the Monthly Services Report in which service and performance measures shall be reported in five (5) categories: total number of applications submitted, number of applications approved, number of applications denied, number of applications pending, and program changes. This report shall be submitted as directed by ADMINISTRATOR by the twentieth (20th) day of the month following the month being reported.

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

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

V. SERVICES

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

1971 E. 4th Street, Suite 130B
Santa Ana, CA 92705

1. The facility shall:
 - a. Include a space which can be used for the SSI Outreach Team staff to meet with Clients.
 - b. Have accessible parking for Clients, including spaces for persons with disabilities.
 - c. Be located in a location that is readily accessible by public transportation and accessible to persons with disabilities.
2. CONTRACTOR shall operate during the hours which are most accessible to Clients, subject to written approval by ADMINISTRATOR.
3. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY’s holiday schedule, unless otherwise approved in advance by ADMINISTRATOR. However, CONTRACTOR is encouraged to provide the aforementioned services on holidays, whenever possible.

B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to adults, age eighteen (18) and older, who present with a serious and persistent mental illness and who

have been referred or approved by ADMINISTRATOR. Services to Clients shall be individualized and delivered in the language preferred by the Client. CONTRACTOR shall be sensitive to the special needs of Clients who are dually diagnosed or older adults (over 60 years of age).

C. SSI OUTREACH SERVICES

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

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

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

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

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

6. CONTRACTOR shall, on an as needed basis, provide training to referring sources, individual consultation, monthly in-service presentations, training, and materials regarding the eligibility requirements and the application process. Referral source program staff may include, but not be limited to, Plan Coordinators or Personal Service Coordinators, Service Chiefs, physicians, community case workers, and social workers. CONTRACTOR may also accept referrals from shelter providers, Board

and Care providers, Homeless Court, and other sources as approved by COUNTY, if it has been determined that it may be able to assist these sources with Special Circumstance Cases.

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

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

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

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

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

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

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

F. CONTRACTOR shall develop and provide an initial and on-going training module to be used for staff development and training that includes but is not limited to the following:

1. Orientation to the program's goals, P&Ps
2. Training on subjects as required by state regulations
3. SSI application and approval process

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

distribution.

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

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

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

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

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

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

1. Case conferences, as requested by ADMINISTRATOR.

2. Quarterly COUNTY management meetings with ADMINISTRATOR, or more frequent if required, to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with P&Ps, review of statistics and services.

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

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

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

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

N. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.

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

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

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

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

S. **PERFORMANCE OUTCOMES**

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

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

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

VI. STAFFING

A. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff. Salary

savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

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

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

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

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

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

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

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

PROGRAM	<u>FTE</u>
Program Director	1.00
SSI Outreach Specialist	3.00
Program Assistant	<u>1.00</u>
TOTAL PROGRAM FTEs	5.00
TOTAL CONTRACT FTEs	5.00

J. WORKLOAD STANDARDS – CONTRACTOR shall achieve a minimum of a ninety percent

(90%) overall approval rate for SSI applications submitted to the SSA, and an eighty-five (85%) approval rate for SSI Special Circumstances applications submitted to the SSA, as specified in the Services Paragraph of this Exhibit A-1 to the Agreement.

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

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

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