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Contract Number

23-811 A-1

SAP Number

4400022850

Department of Behavioral Health

Department Contract Representative	Eric Williams
Telephone Number	(909) 388-0951
Contractor	Valley Star Behavioral Health, Inc.
Contractor Representative	Rick Smith
Telephone Number	(310) 221-6336 x123
Contract Term	July 1, 2023 to June 30, 2026
Original Contract Amount	\$9,675,000
Amendment Amount	\$14,195,500
Total Contract Amount	\$23,870,500
Cost Center	9206322200

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and Valley Star Behavioral Health, Inc. Services referenced above, hereinafter called Contractor.

IT IS HEREBY AGREED AS FOLLOWS:

WITNESSETH:

IN THAT CERTAIN **Contract No. 23-811** by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Community Adult Full Service Partnership (C-FSP), Joshua Tree Mental Health Court Full Service Partnership, Permanent Supportive Housing Full Service Partnership, General Mental Health Services and Mental Health Treatment to CalWORKs Recipients services, which Contract first became effective July 1, 2023, the following changes are hereby made and agreed to, effective December 1, 2023:

- I. ARTICLE IV Performance, Paragraph A is hereby amended to read as follows:
 - A. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, contractor will provide the services listed on **Addendum I Community Full Service Partnership (C-FSP)**, **Addendum II Joshua Tree Mental Health Court Full Service Partnership (MHC)**, **Addendum III Permanent Supportive Housing Full Service Partnership (PSH-FSP)**, **Addendum IV General Mental Health**

Services and Addendum V Mental Health Treatment to CalWORKs Recipients. The Contractor agrees to be knowledgeable in and apply all pertinent local, State, and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.

II. ARTICLE V Funding and Budgetary Restrictions, Paragraphs I and J are hereby amended, and Paragraph K is hereby added to read as follows:

- I. The contract amendment amount of \$14,195,500 shall increase the total contract amount from \$9,675,000 to \$23,870,500 for the contract term.
- J. Schedules A and B for FY 2023/24, 2024/25 and 2025/26 will be submitted to, and approved by, the Director or designee at a later date.
- K. Contractor will assume responsibility of Full-Service Partnership services being relinquished by MHS, INC. To accomplish a rapid start-up of services the following is agreed to:
 1. Contractor cannot exceed their current contract maximum amounts prior to approval and execution of the contract amendments by the County.
 2. It is agreed that Contractor may receive up to \$279,583 in additional funding for the December 2023 invoice, which will be submitted in January 2024 in order for Valley Star Behavioral Health, Inc. to rapidly get the additional locations operational and fully functional as of January 1, 2024.
 3. Invoices from January 2024 forward will only include actual costs.
 4. It is understood that the program will require new Medi-Cal certification and the creation of new reporting units within the DBH system.
 5. It is agreed that invoices shall be processed for payment prior to the creation of these new reporting units.
 6. Total invoices for the implementation and operation of these additional programs through June 30, 2024, shall not exceed the maximum contract amount approved for FY23-24.

III. ADDENDUM I "ADULT FULL SERVICE PARTNERSHIPS: PERMANENT SUPPORTIVE HOUSING FULL SERVICE PARTNERSHIP" Section III "PROGRAM OBJECTIVE", is hereby amended to read as follows:

III. PROGRAM OBJECTIVE

Contractor will provide Full Service Partnership services to individuals served at a DBH Community Clinic and/or a General Mental Health contracted Community Clinic. The population served will have a TIER III Severe Mental Illness with a history of involvement with law enforcement, Community Crisis Response Team, Crisis Stabilization Units, Crisis Residential Treatment services and/or have a history of psychiatric or Emergency Room hospitalizations for a behavioral health conditional within the past 12 months. Contractor will serve clients in any/all of the following regions: East Valley (including people connected to Pacific Village), West Valley, High Desert and East Desert.

IV. ADDENDUM I "ADULT FULL SERVICE PARTNERSHIPS: COMMUNITY FULL SERVICE PARTNERSHIP" Section VI "CLIENT ADMISSIONS/IDENTIFICATION", Paragraph A is hereby amended to read as follows:

- a. The Contractor will serve a minimum number of consumers and their support family as referenced in the budget schedules during the term of the contract in the areas and regions of San Bernardino County to include: East Valley (San Bernardino (including people connected to Pacific Village), Redlands, Yucaipa, Rialto, Bloomington, Colton, Devore, Lytle Creek), West Valley (Fontana, Rancho Cucamonga, Upland, Ontario, Chino), High Desert (Wrightwood, Barstow, Baker, Phelan, Piñon Hills, Lucerne Valley, Apple Valley, Victorville, Hesperia) and East Desert (Morongo Basin, Joshua Tree, Yucca Valley, 29 Palms, Pioneer Town).

- V. ADDENDUM III "ADULT FULL SERVICE PARTNERSHIPS: COMMUNITY FULL SERVICE PARTNERSHIP" Section III "PROGRAM OBJECTIVE", is hereby amended to read as follows:

- III. PROGRAM OBJECTIVE

Contractor will provide Specialty Mental Health Services and Full-Service Partnership services to individuals with a Severe Mental Illness who were chronically homeless, homeless, or at-risk of homelessness and are in Permanent Supportive Housing. Contractor will serve clients in any/all of the following regions: East Valley (including people connected to Pacific Village), West Valley, High Desert and East Desert.

- VI. ADDENDUM III "ADULT FULL SERVICE PARTNERSHIPS: COMMUNITY FULL SERVICE PARTNERSHIP" Section VI "CLIENT ADMISSIONS/IDENTIFICATION", Paragraph A is hereby amended to read as follows:

- a. The Contractor will serve a minimum number of consumers and their support family as referenced in the budget schedules during the term of the contract in the areas and regions of San Bernardino County to include: East Valley (San Bernardino (including people connected to Pacific Village), Redlands, Yucaipa, Rialto, Bloomington, Colton, Devore, Lytle Creek), West Valley (Fontana, Rancho Cucamonga, Upland, Ontario, Chino), High Desert (Wrightwood, Barstow, Baker, Phelan, Piñon Hills, Lucerne Valley, Apple Valley, Victorville, Hesperia) and East Desert (Morongo Basin, Joshua Tree, Yucca Valley, 29 Palms, Pioneer Town).

- VII. ADDENDUM IV GENERAL MENTAL HEALTH SERVICES is hereby added.

- VIII. ADDENDUM V MENTAL HEALTH TREATMENT TO CALWORKS RECIPIENTS is hereby added.

IX. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Amendment. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

SAN BERNARDINO COUNTY

► Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: MAR 26 2024

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

By Dyrna Monell
Dyrna Monell
Clerk of the Board of Supervisors
of San Bernardino County
Deputy



Valley Star Behavioral Health, Inc

(Print or type name of corporation, company, contractor, etc.)
DocuSigned by:
By Kent Dunlap
335DB7F96... Authorized signature - sign in blue ink

Name Kent Dunlap
(Print or type name of person signing contract)

Title President and CEO
(Print or Type)

Dated: 3/6/2024

Address 1501 Hughes Way, Suite 150
Long Beach, CA 90810

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:
Dawn Martin
8ED744A7697047B
Dawn Martin, Deputy County Counsel
Date 3/7/2024

Reviewed for Contract Compliance
DocuSigned by:
Natalie Kessee
4AA4DEA06690425...
Natalie Kessee, Contracts Manager
Date 3/7/2024

Reviewed/Approved by Department
DocuSigned by:
Georgina Yoshioka
7DF607EEA07A52...
Georgina Yoshioka, Director
Date 3/7/2024

**GENERAL MENTAL HEALTH SERVICES
SERVICE DESCRIPTION**

I. DEFINITION OF RECOVERY, WELLNESS, AND RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life according to his or her own values and cultural framework despite limitations and/or continuing effects caused by his or her mental illness. RWR focuses on client strengths, skills and possibilities, rather than on illness, deficits, and limitations, in order to encourage hope (in staff and clients) and progress toward the life the client desires. RWR involves collaboration with clients and their families, support systems and involved others to help take control of major life decisions and client care. RWR encourages involvement or re-involvement of clients in family, social, and community roles that are consistent with their values, culture, and preferred language; it facilitates hope and empowerment with the goal of counteracting internal and external “stigma”; it improves self-esteem; it encourages client self-management of his/her life and the making of his/her own choices and decisions, it re-integrates the client back into his/her community as a contributing member; and it achieves a satisfying and fulfilling life for the individual. It is believed that all clients can recover, even if that recovery is not complete. This may at times involve risks as clients move to new levels of functioning. The individual is ultimately responsible for his or her own recovery choices.

For children, the goal of the RWR philosophy of care is to help children (hereinafter used to refer to both children and adolescents) to recover from mistreatment and trauma, to learn more adaptive methods of coping with environmental demands and with their own emotions, and to joyfully discover their potential and their place in the world. RWR focuses on a child’s strengths, skills, and possibilities rather than on illness, deficits and limitations. RWR encourages children to take increasing responsibility for their choices and their behavior, since these choices can lead either in the direction of recovery and growth or in the direction of stagnation and unhappiness. RWR encourages children to assume and to regain family, social, and community roles in which they can learn and grow toward maturity and that are consistent with their values and culture. RWR promotes acceptance by parents and other caregivers and by the community of all children, regardless of developmental level, illness, or disability, and it addresses issues of stigma and prejudice that are related to this. This may involve interacting with the community group’s or cultural group’s way of viewing mental and emotional problems and differences.

“Rehabilitation” is a strength-based approach to skills development that focuses on maximizing an individual’s functioning. Services will support the individual in accomplishing his/her desired results. Families, caregivers, human service

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agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities.

- B. Here, the Contractor will join the existing child and family mental health services continuum of care providing Children's Intensive Rehabilitative Outpatient services to referred children, adolescents and Transitional-Age-Youth (TAY) who are seriously emotionally disturbed. Effective service implementation will involve collaboration with DBH liaisons, contract monitor, and child placing partners. Accordingly, program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the child resides. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.
- C. All outpatient contract agencies are required to provide services under Title 9, Chapter 11, Section 1810.249, which superseded the rehabilitation option and targeted case management guidelines of July 1, 1993, and more recent guidelines as may be incorporated or referenced herein by attachment. Minimum guidelines are detailed in Section IV, "DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED" of this Addendum.
- D. Definitions (Program Specific)
1. Americans with Disabilities Act (ADA) - this Act applies to all private and state-run businesses, employment agencies and unions with more than fifteen employees, the goal of the ADA is to make sure that no qualified persons with any kind of disability is turned down for a job or promotion, or refused entry to a public-access area.
 2. Collaboration - to work jointly with others or together, especially with regard to intellectual endeavors.
 3. Community-Based - the concept of consumers and families receiving formal services, whenever possible, in the community where they live. This will enable them to live, learn, and grow safely, competently, and productively in their families, neighborhoods, and natural environment.
 4. Co-Occurring Disorder (COD) - the simultaneous existence of substance use and mental health disorders. Consumers with a diagnosis of COD have one or more disorders relating to the use of alcohol and/or other drugs as well as one or more mental health disorders. From a treatment perspective, both disorders are primary. Although the disorders may impact each other, neither is merely a symptom of the other.

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5. Cultural Competency - the acceptance and understanding of cultural mores and their possible influence on the participant's issues and/or behavior (i.e., using the understanding of the differences between the prevailing social culture and that of the participant's family to aid in developing individualized supports and services). This includes the ability to work competently and in an affirming manner with the LGBTQ population.
6. Department of Health Care Services (DHCS) - the California Department of Health Care Services provides oversight of statewide public mental health services through the Mental Health Services Division. Its responsibilities include: providing leadership for local county mental health departments; evaluation and monitoring of public mental health programs; administration of federal funds for mental health programs and services; care and treatment of people with mental illness; and oversight of Mental Health Services Act service implementation.
7. Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT) Medi-Cal - a federally-mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons under age 21 who have unrestricted Medi-Cal and also meet necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider. In addition, services are generally acceptable for the purpose of correcting or ameliorating the mental disorder. For the purposes of this proposal, EPSDT Medi-Cal Rehabilitative Mental Health Services activities may include Assessment, Case Management/Targeted Case Management, Collateral, Crisis Intervention, Evaluation/Plan Development, Medication Support Services, Rehabilitation, and Therapy.
8. Health Insurance Portability and Accountability Act (HIPAA) - also known as the "Kennedy-Kassebaum Act", this U.S. law protects employees' health insurance coverage when they change or lose their jobs (Title I) and provides standards for patient health, administrative and financial data interchange (Title II), and governs the privacy and security of health information records and transactions.
9. Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) - U.S. Department of Health and Human Services and Substance Abuse and Mental Health Services Administration (SAMHSA) defines as an acronym referring collectively to lesbian, gay, bisexual, transgender and questioning people. For LGBTQ people, social stigma and systemic discrimination based on sexual orientation and gender identity have led to decades of lack of access to adequate, LGBTQ affirmative and culturally competent support services. In order for the LGBTQ community to gain equitable access to the full continuum of health promotion, prevention and

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treatment services, DBH recognizes the necessity to be able to effectively address the needs of distinct populations within the population.

10. Mental Health Services Activities - mental health services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services are directed toward achieving the consumer's goals/desired result/personal milestones.
 - a. Assessment - a clinical analysis of the history and current status of the consumer's mental, emotional or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical assessment will be done within 48 hours of referral.
 - b. Case Management/Brokerage services - activities provided by program staff to access medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible individuals.
 - (1) Linkage and Consultation - the identification and pursuit of resources necessary and appropriate to implement the service plan, treatment plan or coordination plan, which include, but are not limited to the following:
 - (a) Interagency and intra-agency consultation, communication, coordination and referral
 - (b) Monitoring service delivery and service plan, treatment plan or coordination plan implementation to ensure an individual's access to service and the service delivery system.
 - (2) Placement Services – the collaboration and supportive assistance to the placing agency in the assessment, determination of need and securing of adequate and appropriate living arrangements, which include, but is not limited to the following:
 - (a) Locating and securing an appropriate living environment.
 - (b) Locating and securing funding.
 - (c) Pre-placement visit(s).
 - (d) Negotiation of housing or placement contracts.
 - (e) Placement and placement follow-up.

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- c. Collateral - contact with one or more significant support person in the life of the consumer, which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the consumer's condition and involving them in service planning and implementation of service plan(s)
- d. Crisis Intervention - a quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention. The response modality must allow for the resolution of the client's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Collateral and Therapy.
- e. Evaluation - an appraisal of the consumer's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate. Plan development may include the development of treatment plans or service plans, and monitoring of the consumer's progress.
- f. Medication Support Services - include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:
 - (1) Evaluation of the need for medication
 - (2) Evaluation of clinical effectiveness and side effects of medication
 - (3) Obtaining informed consent
 - (4) Medication education including discussing risks, benefits and alternatives with the consumer or significant support person(s)
- g. Rehabilitation - a service activity that may include any or all of the following:
 - (1) Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal

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preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the individual.

- (2) Medication education done within scope of practice of the Provider.
- h. Therapy - a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are to be consistent with the individual's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments. Therapy should be provided in a culturally relevant manner taking into consideration the individual's or group's cultural practices and beliefs.
11. Outpatient Services - services designed to provide short-term or sustained therapeutic intervention for consumers experiencing acute or on-going psychiatric distress.
12. Plan Development may include any or all of the following:
- a. Development of coordination plans, treatment plans or service plans. A home visit and development of the preliminary Client Recover Plan will be done within 72 hours of referral.
 - b. Monitoring of the individual's progress.
13. Short-Doyle Medi-Cal (Medi Cal) - a federally mandated Medicaid option that requires states to provide screening, diagnostic and treatment services to persons age 0 through 64 who have met necessary medical criteria by having a qualifying mental health diagnosis and functional impairment that is not responsive to treatment by a healthcare-based provider.
14. Substance Use Disorder (SUD) - includes substance abuse and substance dependence. Substance abuse is a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. Substance dependence is a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues use of substances despite significant substance related problems.
15. Tier I/Mild - a level of care for consumers with mild functional impairment resulting from a mental illness that can be treated within the scope of the Primary Care Practitioner (PCP). NOTE: Tier Levels of Care do not apply to full scope (EPSDT) children.
16. Tier II/Moderate - a level of care for consumers with mild to moderate functional impairment resulting from a mental illness and requires services

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in addition to and/or beyond the scope of the PCP. However, the consumer does not meet Specialty Mental Health Service criteria. NOTE: Tier Levels of Care do not apply to full scope (EPSDT) children.

17. Tier III/Sever - a level of care for consumers with severe functional impairment resulting from a mental illness and/or substance use disorder that is persistent in duration. The Tier III level of care is determined based on a Medi-Cal qualifying diagnosis and as of result of the mental disorder a significant impairment in one or more areas of functioning in the following categories: health, self-care, housing, occupation, education, legal, money management, and interpersonal/social.

II. PERSONS TO BE SERVED

Target Population – General Mental Health Services

- A. Contractor will provide ongoing mental health outpatient services to Tier III adult clients only. It is required that contractors refer all Tier I and II adult clients to their respective health plans, insurance provider or primary care physician (for clients with Medi-Cal) or to community based (charitable) agencies for services. **DBH will only reimburse services for initial assessments and ongoing services to Tier III adult clients.**
- B. For EPSDT aged Medi-Cal beneficiaries (children), the Tier system does not apply. However, it is expected that services be provided to the more severely impaired beneficiaries. Less impaired beneficiaries should be referred to their health plans, insurance providers, or primary care physician. **DBH will only reimburse for initial assessments and ongoing services to seriously emotionally disturbed children or adolescent clients who meet medical necessity criteria.**
- C. Contractor will assess for SUD and refer as appropriate based on medical necessity. Contractor will transition clients to a lower level of care when the client no longer meets Medical Necessity criteria.
 1. For the purposes of this Agreement, "seriously emotionally disturbed children or adolescents" means minors who have a mental disorder as identified in the DSM IV edition of Diagnostic and Statistical Manual of Mental Disorders/ICD-10 diagnosis other than a primary substance abuse disorder or developmental disorder, which results in behavior inappropriate to the child's age according to expected developmental norms. Members of this target population shall meet medical necessity criteria.
 2. "Medical Necessity" is determined by the following factors:
 - a. The client has a qualifying DSM IV-TR/ICD-10 diagnosis.
 - b. As a result of the qualifying diagnosis, the client must have, at least, one of the following criteria:

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- i. A significant impairment in an important area of life functioning
 - ii. A probability of significant deterioration in an important area of life functioning
 - iii. (Children Only) A probability that the child will not progress developmentally as individually appropriate.
 - c. The planned interventions will address the identified condition
 - d. The proposed intervention will do, at least, one of the following:
 - i. Significantly diminish the impairment;
 - ii. Prevent significant deterioration in an important area of life functioning; or
 - iii. (Children Only) Allow the child to progress developmentally as individually appropriate.
 - e. The identified condition would not be responsive to treatment by a physical healthcare-based provider.
3. Special Consideration will be given to the following populations:
 - a. Persons at risk of involuntary commitment under the W&I Code 5150/5585 and/or persons referred by the Community Crisis Response Team for follow-up services.
 - b. Recent discharges from Fee for Service (FFS) psychiatric hospitals and Arrowhead Regional Medical Center-Behavioral Health.
 - c. Victims of natural disasters and local emergencies. (This is the only exception to the adult Tier III criteria.)
 - d. Children/adolescents referred through Children and Youth Collaborative Services (CYCS) or the Community Crisis Response Team (CCRT) who are at risk of residential treatment.
 - e. Children and youth at high risk for expulsion or suspension from public schools due to behavior problems and family conflict.
 - f. Co-Occurring consumers who have one or more disorders relating to the use of alcohol and/or other drugs of abuse as well as one or more mental disorder. NOTE: The mental health diagnosis must be primary.
- D. Provider Adequacy (If Applicable)

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network

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adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

1. At the time it enters into this Contract with the County;
2. On an annual basis; and
3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

III. SERVICE AREA

Services shall be provided to San Bernardino County residents in the Morongo Basin area.

IV. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

- A. Mental Health Services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the individual's goals/desired results/personal milestones, and minimum guidelines for the provision of coordinated services under the rehabilitation and targeted case management options are set forth below. Not all of the activities need to be provided for a service to be billable.
1. Assessment - a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural factors and history may be included where appropriate. Assessment may include diagnosis and the use of testing procedures. The initial clinical assessment will be done within 48 hours of referral.
 2. Case Management/Targeted Case Management - services are activities provided by program staff to access medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible individuals.
 - a. Linkage and Consultation - the identification and pursuit of resources necessary and appropriate to implement the service plan, treatment plan or coordination plan, which include, but are not limited to the following:

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- (1) Interagency and intra-agency consultation, communication, coordination and referral
 - (2) Monitoring service delivery and service plan, treatment plan or coordination plan implementation to ensure an individual's access to service and the service delivery system.
- b. Placement Services - the collaboration and supportive assistance to the placing agency in the assessment, determination of need and securing of adequate and appropriate living arrangements, which include, but is not limited to the following:
 - (1) Locating and securing an appropriate living environment.
 - (2) Locating and securing funding.
 - (3) Pre-placement visit(s).
 - (4) Negotiation of housing or placement contracts.
 - (5) Placement and placement follow-up.
3. Collateral - contact with one or more significant support persons in the life of the individual that may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s).
4. Crisis Intervention - a quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention. The response modality must allow for the resolution of the client's crisis. Crisis Intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program.
5. Evaluation is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues may be addressed where appropriate.
6. Medication Support Services include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness which are provided by a staff person, within the scope of practice of his/her profession. This service includes:
 - d. Evaluation of the need for medication.

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- e. Evaluation of clinical effectiveness and side effects of medication.
 - f. Obtaining informed consent.
 - g. Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons).
7. Plan Development - may include any or all of the following:
- a. Development of coordination plans, treatment plans or service plans. A home visit and development of the preliminary Client Recover Plan will be done within 72 hours of referral.
 - b. Monitoring of the individual's progress.
8. Therapy is a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are to be consistent with the individual's goals/desired results/personal milestones which focus primarily on symptom reduction as means to improve functional impairments. Therapy should be provided in a culturally relevant manner taking into consideration the individual's or group's cultural practices and beliefs.
9. Rehabilitation is a service activity that may include any or all of the following:
- a. Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, grooming, and personal hygiene skills, meal preparation skills, medication compliance, and support resources. Areas of improvement must align with functional impairments which are directly related to the mental health diagnosis of the individual.
 - b. Medication education done within scope of practice of the Provider.

B. Coordination of Care (If Applicable)

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

- 1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
- 2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary

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receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

V. BILLING UNIT

The billing unit for mental health services, rehabilitation support services, crisis intervention and case management/brokerage is staff time, based on minutes of time. Unfunded clients should be referred to the nearest DBH clinic for assessments/treatment unless they are in crisis. Some areas may not have a DBH presence close by the provider and so this referral is not possible. The provider may provide GMH services for unfunded Tier III clients with prior approval of the DBH Program Manager overseeing the contract.

The exact number of minutes used by staff providing a reimbursable service shall be reported and billed. In no case shall more than sixty units of time be reported or claimed for any one staff person during a one-hour period. Also, in no case shall the units of time reported or claimed for any one staff member exceed the hours worked.

When a staff member provides service to or on behalf of more than one individual at the same time, the staff member's time must be pro-rated to each individual. When more than one staff person provides a service, the time utilized by involved staff members shall be added together to yield the total billable time. The total time claimed shall not exceed the actual staff time utilized for billable service.

The time required for documentation and travel shall be linked to the delivery of the reimbursable service and shall not be separately billed.

Plan development is reimbursable. Units of time may be billed when there is no unit of service (e.g., time spent in plan development activities may be billed regardless of whether there is a face-to-face or phone contact with the individual or significant other).

VI. FACILITY LOCATION

Contractor's facility(ies) where outpatient services are to be provided are to be determined per Contractor and DBH.

- A. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating outpatient services at the agreed upon location or providing services at another office location.
- B. The Contractor shall comply with all requirements of the State to maintain Medi-Cal Certification and obtain necessary fire clearances. Short-Doyle/Medi-Cal Contractors must notify DBH at least sixty days prior to a change of ownership or a change of address. DBH will request a new provider number from the State.
- C. The Contractor shall provide adequate furnishings and clinical supplies to do outpatient therapy and in-home services in a clinically effective manner.
- D. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.

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- E. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- F. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- G. The Contractor shall have program pamphlets identifying the clinic and its services, both in English and Spanish, for distribution in the community.
- H. Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying the County of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, and the County Program Manager overseeing the Contract.

VII. STAFFING

Staffing levels and qualifications should be appropriate to meet the needs of the clients. Contractor's personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations.

Department of Health Care Services (DHCS) mandates counties to develop and implement a Cultural Competency Plan for residents of San Bernardino County. Policies and procedures and all services must be culturally and linguistically appropriate. Contractor will be included in the implementation process and shall adhere to cultural competency standards and requirements.

A. Staff Qualifications

- 1. Clinic Supervisor - Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, Licensed Professional Clinical Counselor, or Licensed Psychologist to oversee clinic operations, administration, program, staff, and act as liaison with the County of San Bernardino DBH.
- 2. Physicians/Clinicians/Professional Staff - Contractor staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services, but the use of licensed treatment staff is strongly encouraged.
- 3. Administrative - Contractor shall have a sufficient number of trained administrative staff to efficiently operate a Medi-Cal Certified program as described in Title 9.
- 4. Clerical - Contractor shall have a sufficient number of staff to efficiently support the clinical operation of a Medi-Cal Certified program as described in Title 9.

B. Professional Development and Training Requirements

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Contractor is expected to provide training for staff on an ongoing basis, including training on:

1. Services to culturally diverse clients and their families
2. Trauma Informed Care
3. Clinically appropriate interventions for specific sub-populations

Contractor staff is expected to attend at least one cultural competency training per year.

- C. Transformational Collaborative Outcomes Management (TCOM) – Contractor Clinical staff working with San Bernardino County youth will be certified annually in the utilization of the Child and Adolescent Needs and Strengths – San Bernardino (CANS-SB) assessment tool. Annual certification from the Praed Foundation (canstraining.com) will be accepted as evidence of certification or staff may attend DBH training at a DBH training location.

TCOM Certified staff will be required to conduct the Adult Needs and Strengths Assessment – San Bernardino (ANSA-SB) for adult clients when DBH implements this measure.

VIII. ADMINISTRATIVE REQUIREMENTS

- A. In addition to standard Medi-Cal requirements, Contractor will be required to complete data entry requirements needed to meet California Department of Health Care Services (DHCS) requirements established within the Court settlement or as instructed by DBH.
- B. Contractor will maintain facilities and equipment, and operate continuously with, at least, the number and classification of staff required for the provision of services.
- C. Contractor must have locations that are accessible by public transportation, meet ADA accessibility requirements, and be approved by DBH (see Section XXXIII. Nondiscrimination B. Americans with Disabilities Act/Individuals with Disabilities).
- D. Contractor will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, Contractor will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to Contractor's employees.
- E. Contractor's clinic office(s) must maintain "normal business" hours to allow for public access and governmental oversight. Contractor will offer all contracted clinical services during operating hours. Operational hours will include some evening and/or weekend hours as part of the 40 hours per week in which the clinic provides treatment. Contractor must have approval for its operating hours prior to implementation.

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- F. Contractor will provide after-hours crisis response via telephone for consumers and their families or caregivers will be given an after-hours phone number through which they can access a clinician. Crisis intervention shall be available by phone after hours and weekends.

IX. REPORTING REQUIREMENTS

Contractor shall work in collaboration with DBH for accurate data collections. The expectation is that the selected Contractor's staff will be available for collaboration for at least two (2) hours per month.

The collaboration will include, but is not limited to the following:

- A. Collect, analyze, and report on evaluation elements and their outcomes as defined by DBH.
- B. Provide support and assistance to DBH in any testing/evaluation efforts. This will minimally include the Child, Adolescent, Needs and Strengths Assessment, specifically, the Child, Adolescent Needs and Strengths Assessment: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB), and the Adult Needs Strengths Assessment, (ANSA). Provide DBH Research and Evaluation Section (R&E) with important outcome information throughout the term of any contract awarded. R&E will notify the Agency(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining needed information.

Participate in evaluating the progress of the overall program in regard to responding to the mental health needs of local communities. The evaluation may include: Audits, Annual Program Review, contract monitor site reviews or a review of special incident.

X. PERFORMANCE OUTCOMES

Contractor shall work in collaboration with DBH so that Outcomes will be collected, reported and measured.

- A. **Process Measures**
Primary data gathering is through billing systems, which will be completed by the 7th day of the month following the billing.
- B. Exception is the "opening" and "closing" of client within the County's billing and transactional database system. This will be done within 5 working days of admission and discharge from the facility.
- C. Child, Adolescent Needs and Strengths Assessment: Comprehensive Multisystem Assessment – San Bernardino (CANS-SB) shall be completed:
 - 1. Within thirty (30) days of admission
 - 2. Every six (6) months, and
 - 3. Within thirty (30) days of discharge.

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D. Clarifications:

1. A CANS-SB is not required at admission if the client did not meet criteria for services AND there is deemed insufficient information to complete the CANS-SB accurately.
2. In no case shall a period of more than six (6) months pass without completing a CANS-SB.
3. A CANS-SB is not required at discharge if a six (6) month (i.e., update) CANS-SB, was administered within the past thirty (30) days AND no significant change in client's presentation has occurred.

XI. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS

A. Outcome Data Requirements: Contractor shall be responsible for collecting and entering data via the data collection instrument developed by County and the State on all clients referred to the agency. Contractor shall ensure the data is entered electronically at network sites and downloaded at the County centralized database (Integrated System). In addition to the below performance-based criteria, data collection shall include demographic data, the number of case openings, the number of case closings, and the services provided. DBH may base future funding for Contractor upon positive performance outcomes, which DBH will monitor throughout the year. Contractor shall collect data in a timely manner and submit it to DBH.

DATA INSTRUMENT	DATA SUBMISSION/TIMELINE
County's billing and transactional database system	All client, episode, and service-related data shall be entered into the County's billing and transactional database system, in a timely manner.

B. Performance-Based Criteria: DBH shall evaluate Contractor on process and outcomes criteria related to program and operational measures indicative of quality mental health services. These criteria are consistent with DBH's Systemwide Performance Outcomes Framework.

1. The process-based criteria which shall be achieved are as follows:

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PROCESS BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
a. Agency has ethnic parity of staff to clients served	Review of staffing pattern and personnel records	Staff shall be hired in direct percentage to the percent of ethnic minority clients served in Service Area and surrounding area
b. Agency has linguistic capability sufficient to meet the needs of clients to be served	Review of staffing pattern and personnel records	Staff shall be available to meet the linguistic needs of clients in Service Area and surrounding area
c. Provider offers immediate access to Mental Health Services for clients in a crisis	Client satisfaction survey	100% of clients entering the Program are seen in a timely fashion, ensuring client satisfaction as measured by self-reports that are included in a voluntary client satisfaction survey
d. Agency has sufficient number of Lanterman-Petris-Short (LPS) designated staff to serve clients	Review of staffing records	LPS designated staff on each shift
e. Agency identifies clients with co-occurring mental health and substance use disorders and provides appropriate services	Information Systems (IS) report	A minimum of 50% of clients are identified as having co-occurring mental health and substance use disorders
f. Agencies have paid staff who are consumers and/or peer advocates	Review of personnel records	Peer counselor/family advocate staff will be hired
g. UCC reduces hospital admissions for ISRs and others	IS report and analysis	Clients using UCC demonstrate decreased use of hospital services compared with baseline period

Exceptions are to be negotiated between Contractor and DBH.

**MENTAL HEALTH TREATMENT TO CALWORKS RECIPIENTS
SERVICE DESCRIPTION**

I. DEFINITION OF RECOVERY, WELLNESS, RESILIENCE AND REHABILITATIVE MENTAL HEALTH SERVICES

- A. Mental Health Recovery, Wellness, and Resilience (RWR) is an approach to helping the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. "Rehabilitation" is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results. Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. Programs may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

DBH utilizes the RWR approach to assist the individual to live a healthy, satisfying, and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. Services should be provided following the principles of the RWR approach. This approach promotes the belief that all clients can recover, even if that recovery is not complete. This approach also involves collaborating with the client to facilitate hope and empowerment, with the goals of counteracting internal and external "stigma," improving self-esteem, encouraging client self-management of his/her life including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

- B. Definitions (Program Specific)
1. Assessment - an evaluation of work history, inventory of employment skills, knowledge and abilities; education history, present educational competency level, need for supportive services, employability given current skills and local labor market conditions; physical limitations, or mental conditions that limit the ability to work or participate. A primary tool for developing the Welfare-to-Work Plan.
 2. Barriers - temporary or long-term personal or other problems/issues that interfere with participation, employment, or job search.
 3. CalWORKs – the acronym for California Work Opportunity and Responsibility to Kids implemented through Assembly Bill 1542. (In San Bernardino County, this refers also to the Welfare-to-Work program formerly known as the Greater Avenues for Independence Program).

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4. Department of Behavioral Health (DBH) - the Department of Behavioral Health, under state law, provides mental health treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or, contracts for the provision of 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
5. Employment Services Specialist (ESS) - a TAD staff person who provides case management and job services assistance to Welfare-to-Work customers.
6. Hours of Participation - the number of hours per week required by law that a participant must spend in CalWORKs activities. (MINIMUM requirement of 12 hours per week unless a reduced number is authorized by CalWORKs or DBH.)
7. Individualized Service Plan (ISP) - a flexible, creative approach to plan of care/treatment for clients based on assessment of needs, resources, and family strengths with the ultimate goal of promoting the self-sufficiency of the family in dealing with their unique challenges. The plan reflects the best possible fit with the culture, values, and beliefs of the client and family/caregiver(s) and the referring agency's safety concerns.
8. Mental Health Assessment - an evaluation to identify the level of an individual's mental health needs or conditions that limit ability to work and the appropriate level of treatment and/or rehabilitation for that individual. It may include a clinical analysis of the history and current status of the individual's mental, emotional or behavioral disorder. Relevant cultural issues may be included where appropriate.
9. Mental Health Treatment Services - services may include an evaluation of community functioning, short-term psychotherapy, crisis intervention, psychosocial rehabilitation, psycho-education interventions, job retention services, mental health case management and/or collaboration with the CalWORKs case manager to ensure that the Welfare-to-Work Plan allows for appropriate accommodations, activities and services for the participant.
10. Personal Responsibility Agreement - written expectations signed by the applicant/recipient that state adults will work, parents will support their children, children will attend school and will be immunized, and parents will maintain a drug-free home.
11. Recipient - a person who is receiving CalWORKs aid payments.
12. Release Form - a written authorization signed by the participant waiving the right to confidentiality and authorizing the County or its agent to release to or obtain from other individuals or agencies specific information necessary for the administration of the CalWORKs program and/or participant's case.

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13. Temporary Assistance for Needy Families (TANF) - a federal program under which CalWORKs is administered.
14. Transitional Assistance Department (TAD) - the department that administers public assistance programs such as TANF, Cal-Learn (which serves pregnant/parenting teens on TANF who have not received a high school diploma or equivalent) Food Stamps, Medi-Cal and Welfare-to-Work.
15. Unsubsidized Employment - Direct employment without a subsidy.
16. Welfare and Institutions Code (W&I Code) - a series of statutes in California that includes programs and services designed to provide protection, support, or care of individuals. The purpose of these statutes is to provide protective services to the fullest extent deemed necessary by the juvenile court, probation department, or other public agencies designated by the Board of Supervisors to perform the duties prescribed to insure that the rights or physical, mental, or moral welfare of children are not violated or threatened by their present circumstances or environment.
17. Welfare-to-Work Plan - a plan developed with the participant based on assessment. The plan includes specific activity assignments, the hours of participation and services required that will move the participant into sustained employment. Approved work activities include: subsidized or unsubsidized employment, on-the-job training, job search and job readiness assistance, community service, work experience, vocational training, child care services for individuals who are participating in community service, mental health, substance use and domestic violence services, and educational and job skills training directly related to employment.
18. Work Activities - allowable CalWORKs activities resulting from State Assembly Bill 1542 which was passed in August of 1997.

II. PERSONS TO BE SERVED

Target Population – Mental Health Treatment to CalWORKs Recipients

- A. The Contractor will serve CalWORKs recipients referred by the Transitional Assistance Department who will be assessed and evaluated to determine the level of mental health services needed to remove barriers to employment and to provide clients assistance in applying for Social Security Income benefits when mental illness makes them unemployable.
- B. Provider Adequacy (If Applicable)

Contractor shall submit to DBH documentation verifying it has the capacity to serve the expected enrollment in its service area in accordance with the network adequacy standards developed by DHCS. Documentation shall be submitted no less frequently than the following:

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1. At the time it enters into this Contract with the County;
2. On an annual basis; and
3. At any time there has been a significant change, as defined by DBH, in the Contractor's operations that would affect the adequacy capacity of services, including the following:
 - a. A decrease of twenty-five percent (25%) or more in services or providers available to beneficiaries;
 - b. Changes in benefits;
 - c. Changes in geographic service area; and
 - d. Details regarding the change and Contractor's plans to ensure beneficiaries continue to have access to adequate services and providers.

III. SERVICE AREA

Services shall be provided to San Bernardino County residents in the Morongo Basin area.

IV. DESCRIPTION OF SPECIFIC SERVICES TO BE PROVIDED

Referrals will be made directly to the Contractor from the Transitional Assistance Department. The Contractor will do the following:

- A. Accept CalWORKs referrals for mental health evaluation of CalWORKs participants.
- B. Assess CalWORKs participants to determine if mental health barriers exist. If no mental health barriers exist, refer back to the CalWORKs Program.
- C. Determine the level of mental health needs and the appropriate level of treatment and rehabilitation for participants who have mental health barriers.
- D. Complete the "Disposition of this Referral" section of the CalWORKs Mental Health referral form and return to the referring CalWORKs office.
- E. Provide an array of mental health services designed to provide time-limited assistance to those referred because of identified barriers to employment resulting from mental illness.
- F. Provide necessary counseling to overcome mental health barriers to obtaining and retaining employment, in coordination with the participant's Welfare-to-Work Plan.
- G. Provide assessment and other related mental health services in the Morongo Basin desert area. Contractor's staff may also be required to provide services at local TAD offices.
- H. Review each case that is receiving services every six months and document said review in the case file to determine proper progression. Submit a six-month stay

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review to the appropriate DBH Manager or designee for approval if determined the participant requires additional services after six months.

- I. Communicate with ESS and provide monthly updates on attendance and progress for Welfare-to-Work customers.
- J. Coordination of Care (If Applicable)

Contractor shall deliver care to and coordinate services for all of its beneficiaries by doing the following [42 C.F.R. § 438.208(b)]:

- 1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity [42 C.F.R. § 438.208(b)(1)].
- 2. Coordinate the services Contractor furnishes to the beneficiary between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays. Coordinate the services Contractor furnishes to the beneficiary with the services the beneficiary receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its beneficiaries [(42 C.F.R. § 438.208(b)(2)(i)-(iv), CCR, title 9 § 1810.415.]

V. FISCAL PROVISIONS

- A. Contractor will provide the existing system of care treatment resources to those cases identified through this program with TAD based on medical necessity treatment criteria. CalWORKs funds will not be used to replace ongoing DBH funding. Administrative overhead charged to CalWORKs will be a maximum of 15% of total cost or may not be reimbursed.
- B. Contractor will utilize CalWORKs funding provided under the terms of this addendum to develop new programs to evaluate and address mental health barriers to employment of TAD participants as they transition from welfare to work. TAD cases that require long term treatment referred by MOU-funded CalWORKs staff to DBH Contract agencies or clinics shall be generally charged to an existing DBH funding source.
- C. Notwithstanding Article X Final Settlement: Audit of this Agreement, reimbursement may be reduced or withheld in the event that Contractor fails to comply with the provisions of this Addendum or does not perform in accordance with the terms of this Agreement.
- D. This Agreement is subject to any additional restrictions or conditions enacted by congressional or legislative process that may affect the provisions, terms, or funding of this Addendum in any manner.

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- E. Contractor shall submit a claim for reimbursement. Claims shall be submitted as set forth in Article VI Provisional Payment, Paragraph C. of this Agreement.

VI. FACILITY LOCATION

Contractor's facility(ies) where services are to be provided are to be determined per Contractor and DBH.

- A. The locations for services may change in order to best serve the needs of San Bernardino County residents. Any location change shall be approved by the Director or designee, to ensure that all applicable laws and regulations are followed and all contract requirements are met.
- B. The Contractor shall obtain the prior written consent of the Director of DBH or the designee before terminating services at the agreed upon location or providing services at another office location.
- C. The Contractor shall maintain the facility exterior and interior appearances in a safe, clean, and attractive manner.
- D. The Contractor shall have adequate fire extinguishers and smoke alarms, as well as a fire safety plan.
- E. The Contractor shall have an exterior sign clearly indicating the location and name of the clinic.
- F. The Contractor shall have program pamphlets identifying the clinic and its services, both in English and Spanish, for distribution in the community.
- G. If applicable, Contractor shall have hours of operation posted at the facility and visible to consumers/customers that match the hours listed in the Contract. Contractor is responsible for notifying DBH of any changes in hours or availability. Notice of change in hours must be provided in writing to the DBH Access Unit at fax number 909-890-0353, as well as the DBH program contact overseeing the Contract.

VII. ADMINISTRATIVE REQUIREMENTS

- A. DBH shall have the right to monitor work performed hereunder which relates to CalWORKs participants. Cooperation shall be provided by Contractor in any monitoring conducted by DBH, TAD, or any other County, State or Federal agency.
- B. Contractor will maintain facilities and equipment, and operate continuously with, at least, the number and classification of staff required for the provision of services.
- C. No furniture or equipment may be purchased with Contract funds without advance approval of DBH.

VIII. REPORTING REQUIREMENTS

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Contractor will provide the CalWORKs Program Manager with a program report for each CalWORKs participant served during the period. The report will include time spent in treatment, type of services delivered, participant's progress and status, treatment interventions completed, and, if known, whether employment was obtained and retained. Contractor agrees to provide other reports as required by DBH.