

First Amendment 2017-2018

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an Amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 18-122**, by and between the **County of Santa Barbara** (County) and **Aurora Vista del Mar Hospital** (Contractor), for the continued provision of services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in August 2017, except as modified by this First Amended Contract; and

Whereas, County and Contractor agree to a new Utilization Review process, Observation Day Rate, and Performance Measures and Outcomes, and Contractor is qualified to meet these requirements;

Whereas, County and Contractor also agree to extend the term of their contract from November 1, 2017 through June 30, 2018, this Amendment adds funds in the amount of **\$710,180** to the prior Agreement maximum of **\$1,519,700** so to compensate Contractor for the additional services to be rendered under this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor agree as follows:

I. Delete Section 4, Term, and replace with the following:

4. Term.

Contractor shall commence performance on 8/1/2017 and end performance upon completion but no later than 6/30/2018 unless otherwise directed by County or unless earlier terminated.

II. In Exhibit A, Statement of Work, delete Section 7, Case Review and Discharge Planning, and replace with the following:

7. Case Review and Discharge Planning.

Contractor's treatment and discharge planning shall be coordinated with and include the input of client, Contractor's hospital staff, County and significant other(s), including family members and other treating professional staff.

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A. Case Review.

To assess whether a client continues to meet “medical necessity” standards for ongoing inpatient hospitalization as described in Section 6.F (Continued Stay Services), or to authorize administrative day services as described in Section 6.G, County staff will be available to collaborate with Contractor’s staff on active case management and note review. Both County and Contractor will exchange lists containing the contact information of those staff members involved in the collaboration.

The case review process will be as follows: Contractor will send Medical Doctors’ notes to County’s QCM Division daily (Monday through Friday) by fax (805-681-5117). All weekend documentation will be faxed on Monday. County’s QCM Division will review notes on Monday and Wednesday of each week and determine if notes demonstrate proof of medical necessity. If notes do not meet medical necessity, County’s QCM will notify Contractor by fax on the day of review. Contractor and County’s QCM Division will speak by phone each Friday regarding notes not meeting medical necessity and to determine if additional information is needed.

If Contractor does not agree with County’s medical necessity determination, a peer review (doctor to doctor) will be held. If there is still disagreement, then Contractor will follow the established appeal process.

B. Discharge Planning.

County staff will be available to collaborate with Contractor’s staff on discharge planning. Both County and Contractor will exchange lists containing the contact information of those staff members involved in the collaboration. Upon discharge, Contractor agrees to provide all County clients not covered by Medi-Cal with 1) a seven (7) day supply and a prescription for a 30-day supply of all medications prescribed to client at time of discharge; 2) information on the process of obtaining future medications from the appropriate health care facility or provider; and 3) instruction on medication management.

III. In Exhibit A, Statement of Work, delete Subsection B of Section 24, Communication and Collaborative Meeting, and replace with the following:

B. County shall conduct a quarterly Collaborative Meeting and more frequently, if needed, with Contractor to collaboratively discuss Programmatic, Fiscal, Utilization Review, and Contract matters.

IV. Delete Attachment E, Program Goals, Outcomes And Measures and replace with the following:

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**Attachment E
Program Goals, Outcomes and Measures**

Adult Program Evaluation IMD Services Exhibit A		
Program Goal	Outcome	Aurora Vista Del Mar Performance Measure
❖ Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care for mental health problems	Documentation standards will meet the State Department of Health Care Services “medical necessity” so that upon utilization review by Behavioral Wellness QCM, disallowance by Contractor does not exceed X%.	% TBD
	For all clients shared by Contractor and County Behavioral Wellness, contact between Contractor’s physician to County’s physician contact will occur at least once during each client’s in-patient stay X% of the time.	90%

V. In Exhibit B, Financial Provisions, delete Section II, Maximum Contract Amount, and replace with the following:

II. Maximum Contract Amount.

The Maximum Contract Amount shall not exceed **\$2,229,880** for Fiscal Year 2017-2018 and shall consist of County, State, and/or Federal funds and are subject to the provisions in Section I. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

VI. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

**Exhibit B-1
Schedule of Rates and Contract Maximum**

Accommodation Code/Service	Provider Qualification	Per Diem Rate
Adult Mental Health Inpatient (and all clients described in Exhibit A, Section 3.B) 114 Room and Board, Private, Psychiatric 124 Room and Board, Semi-Private 2 Bed, Psychiatric 134 Room and Board, Semi-Private 3 or 4 Bed, Psychiatric 154 Room and Board - Ward (Medical or General), Psychiatric 204 Intensive Care, Psychiatric		\$910/day
Observation Day (Mid-Stay) ¹		\$455
Initial Care Subsequent Care Discharge Care Medication Evaluation Medication Management	Licensed M.D./Psychiatrist	Included in the Per Diem Rate
Total Contract Maximum Value		\$2,229,880

CONTRACTOR SIGNATURE: _____

STAFF SIGNATURE: _____

FISCAL SIGNATURE: _____

¹ A maximum of 2 consecutive Observation Days may be approved. Observation Days are only paid if the day prior and the day following meet medical necessity.

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First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Aurora Vista Del Mar Hospital.

IN WITNESS WHEREOF, the parties have executed this First Amended Contract to be effective November 1, 2017.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:
AURORA VISTA DEL MAR HOSPITAL

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management