

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 16-121**, by and between the **County of Santa Barbara** (County) and **California Psychiatric Transitions, Inc** (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 Supervisor in September 1, 2015.

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This Amendment adds funds in the amount of **\$69,200** for Fiscal Year 2015-2016 to the prior Agreement maximum of \$250,000 so as to compensate Contractor for additional services to be rendered under this Agreement. Further, this amendment adds funds in the amount of **\$565,750** for Fiscal Year 2016-2017 so as to compensate Contractor for services under this Agreement in Fiscal Year 2016-2017.

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

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

4. TERM

Contractor shall commence performance on 7/1/2015 and end performance upon completion, but no later than 6/30/2017 unless otherwise directed by County or unless earlier terminated

II. Delete Attachment A and replace with the following:

ATTACHMENT A

**SANTA BARBARA COUNTY MENTAL HEALTH PLAN,
QUALITY MANAGEMENT STANDARDS**

The Santa Barbara County Department of Behavioral Wellness is Santa Barbara County's Medi-Cal Mental Health Plan (MHP) and has established the following standards for all organizational, individual, and group providers furnishing Specialty Mental Health Services.

1. Assessment

A. Initial Assessment: Each individual anticipated to be served for 60 days or more shall have a comprehensive assessment performed and documented by the 61st day of service. To allow time for review and correction, Contractors should complete the

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assessment by the 45th day of service. This assessment shall address areas detailed in the MHP's Agreement with the California Department of Health Care Services. The Assessment must be completed in the format designated by the MHP and must be completed and signed by a Licensed Practitioner of the Healing Arts (LPHA) (i.e. physician, psychologist, Licensed Clinical Social Worker, Licensed Marriage and Family Therapist, or Registered Nurse) and the client and/or guardian.

- B. Assessment Update: A reevaluation/reassessment of key indicators will be performed and documented within the chart on an annual basis with reassessment of required clinical symptoms, impairments and functioning. The time frame for this update is within 60 days prior to the anniversary date of the previous assessment.

2. Plan of Care

- A. Client Service Plan (CSP): The plan of care shall be completed by the Contractor when designated by the MHP. Contractor will coordinate with the MHP Clinic Team to determine responsibility for development of the CSP.
- B. Frequency: The CSP shall be completed by the 61st day in all cases in which services will exceed 60 days. At minimum, the CSP must be updated annually, within 60 days prior to the anniversary date of the previous CSP.
- C. Content of CSPs:
 - i. Specific, observable or quantifiable goals.
 - ii. Proposed type(s) of intervention to address each of the functional impairments identified in the Assessment.
 - iii. Proposed duration of intervention(s).
 - iv. Documentation of the client's participation in and agreement with the plan. This includes client signature on the plan and/or reference to client's participation and agreement in progress notes.
- D. Signature (or electronic equivalent) by a LPHA (the LPHA must be a physician for Medicare clients) and the client. CSPs shall be consistent with the diagnoses and the focus of intervention will be consistent with the CSP goals.
- E. Contractor will offer a copy of the CSP to the client and will document such on the client plan.

3. Progress Notes and Billing Records. Services must meet the following criteria, as specified in the MHP's Agreement with the California Department of Health Care Services:

- A. All service entries will include the date services were provided.
- B. The client record will contain timely documentation of care. Services delivered will be recorded in the client record as expeditiously as possible, but no later than 72 hours after service delivery.
- C. Contractor will document client encounters, and relevant aspects of client care, including relevant clinical decisions and interventions, in the client record.
- D. All entries will include the exact number of minutes of service provided and the type of service, the reason for the service, the corresponding client plan goal, the clinical intervention provided, the signature of the person providing the service (or electronic equivalent); the person's professional degree, licensure or job title; and the relevant identification number.

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- E. The record will be legible.
- F. The client record will document referrals to community resources and other agencies, when appropriate.
- G. The client record will document follow-up care or, as appropriate, a discharge summary.
- H. Timeliness/Frequency of Progress Notes
 - i. Progress Notes shall be prepared for every Service Contact including:
 - a. Mental Health Services (Assessment, Evaluation, Collateral, Individual/Group/Family Therapy, Individual/Group/Family Rehabilitation);
 - b. Medication Support Services;
 - c. Crisis Intervention;
 - d. Targeted Case Management (billable or non-billable).
 - ii. Progress Notes shall be prepared daily for clients in the following treatment settings:
 - a. Crisis Residential;
 - b. Crisis Stabilization (1x/23hr);
 - c. Day Treatment Intensive.
 - iii. Progress Notes shall be prepared weekly for clients in the following treatment settings:
 - a. Day Treatment Intensive for Clinical Summary;
 - b. Day Rehabilitation;
 - c. Adult Residential.
 - iv. Progress notes shall be prepared at each shift change for Acute Psychiatric Inpatient and other inpatient settings.

4. Additional Requirements

- A. Contractor shall display Medi-Cal Member Services Brochures in English and Spanish in their offices. In addition, Contractors shall post grievance and appeal process notices in a visible location in their waiting rooms along with copies of English and Spanish grievance and appeal forms with MHP self-addressed envelopes to be used to send grievances or appeals to the Department of Behavioral Wellness Quality Care Management department.
- B. Contractor shall be knowledgeable of and adhere to MHP policies on Beneficiary Rights as outlined in the Medi-Cal Member Services Brochures.
- C. Contractor shall ensure that direct service staff attend two cultural competency trainings per fiscal year and shall retain evidence of attendance for the purpose of reporting to the Cultural Competency Coordinator.
- D. Contractor staff performing services under this Agreement shall receive formal training on the Medi-Cal documentation process prior to providing any services under this Agreement. Contractor shall ensure that each staff member providing clinical services under this contract receives initial and annual training as specified in the Department of Behavioral Wellness Mandatory Trainings Policy and Procedure #31.

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- E. Contractor shall establish a process by which Spanish speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.
- F. Contractor shall provide timely access to care and service delivery in the following areas as required by the State MHP standards:
 - i. Where applicable, 24 hours per day, 7 days per week access to “urgent” services (within 24 hours) and “emergency” services (same day);
 - ii. Access to routine appointments (1st appointment within 10 business days. When not feasible, Contractor shall give the client the option to re-contact the Access team and request another provider who may be able to serve the beneficiary within the 10 business day standard).
 - iii. The MHP Quality Care Management team of Santa Barbara County shall monitor clinical documentation and timeliness of service delivery.
- G. Contractor shall not create, support or otherwise sanction any policies or procedures that discriminate against Medi-Cal beneficiaries. Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial beneficiaries or, in the alternative, Contractor shall offer hours of operation that are comparable to those hours offered to Medicaid fee-for-service clients, if the provider serves only Medicaid beneficiaries.
- H. Contractor shall be notified of possible corrective actions to be taken when the Contractor does not adhere to MHP established standards or respond to corrective actions. The process for ensuring compliance and implementing corrective actions is as follows, as described in the Department of Behavioral Wellness’ Policy and Procedure #24:
 - i. If Contractor is identified as operating outside of the compliance standards, Contractor shall be notified of lack of compliance with Federal and State standards and shall be asked to rectify the areas in which they have been out of compliance. A copy of this notification shall be placed in the provider file. Contractors are expected to complete all corrections within 90 calendar days from the date of notice. This will be considered the Period of Review. The specific nature of the documentation to show evidence of compliance will be based on the infraction.
 - ii. Following the 90 day Period of Review, should Contractor be unable to fulfill contractual obligations regarding compliance, Contractor shall meet with the Quality Assurance Manager within 30 calendar days to identify barriers to compliance. If an agreement is reached, the Contractor shall have not more than 30 calendar days to provide proof of compliance. If an agreement is not forthcoming, the issue will be referred to the Executive Management Team which will review the issue and make a determination of appropriate action. Such action may include, but are not limited to: suspension of referrals to the individual or organizational provider, decision to de-certify or termination of Agreement, or other measures.

Reference: Service and Documentation Standards of the State of California, Department of Health Care Services.

- III. Delete Section II, Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$319,200** for Fiscal Year 2015-2016, and **\$565,750** for Fiscal Year 2016-2017. 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..

IV. Delete Exhibit B-1, Schedule of Rates FY 15-16, and replace with the attached Exhibit B-1:

**EXHIBIT B-1
SCHEDULE OF RATES FY 15-16**

MHRC	
Level 1	\$350/Day
1:1 Monitoring	\$40.00/Hour
Disruptive Behavioral Unit (DBU)	
Level 1	\$700/Day
1:1 Monitoring	\$40.00/Hour
DIVERSION	
Level 4 (IST)	\$525/Day
Level 3	\$475/Day
Level 2	\$450/Day
Level 1	\$425/Day
1:1 Monitoring	\$40.00/Hour
MAXIMUM CONTRACT AMOUNT PAYABLE FY 15-16	\$319,200

Upon review of client's case by Contractor's admitting psychiatrist, Contractor shall notify County which level and program Contractor proposes placing the client in. If County agrees with the proposed placement and a bed is available, Contractor shall proceed with the admission process. Following admission, Contractor shall notify the County's Designated Representative via fax prior to moving County clients between the programs and levels specified above.

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

V. Add Exhibit B-1, Schedule of Rates FY 16-17:

EXHIBIT B-1
SCHEDULE OF RATES FY 16-17

MHRC	
Level 1	\$350/Day
1:1 Monitoring	\$40.00/Hour
Disruptive Behavioral Unit (DBU)	
Level 1	\$850/Day
1:1 Monitoring	\$40.00/Hour
DIVERSION	
Level 4 (IST)	\$525/Day
Level 3	\$475/Day
Level 2	\$450/Day
Level 1	\$425/Day
1:1 Monitoring	\$40.00/Hour
MAXIMUM CONTRACT AMOUNT PAYABLE FY 16-17	\$565,750

Upon review of client's case by Contractor's admitting psychiatrist, Contractor shall notify County which level and program Contractor proposes placing the client in. If County agrees with the proposed placement and a bed is available, Contractor shall proceed with the admission process. Following admission, Contractor shall notify the County's Designated Representative via fax prior to moving County clients between the programs and levels specified above.

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

V. All other terms remain in full force and effect.

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **California Psychiatric Transitions, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
PETER ADAM
CHAIR, BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC

By: _____
Authorized Representative

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management