

**THIRD AMENDED
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

CHILD ABUSE LISTENING MEDIATION

FOR

MENTAL HEALTH SERVICE

**THIRD AMENDMENT
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS THIRD AMENDMENT to the AGREEMENT for Services of Independent Contractor, referenced as **BC 19-008**, by and between the **County of Santa Barbara** (County) and **Child Abuse Listening Mediation, Inc.** (Contractor), wherein Contractor agrees to provide and County agrees to accept the 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, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-008, on June 5, 2018 for the provision of mental health services, for a total Maximum Contract Amount not to exceed \$2,998,749, for the period of July 1, 2018 through June 30, 2019;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on June 4, 2019 to add new provisions and extend the term of the Agreement into FY 2019-2020 for \$3,046,312 for a new total contract maximum amount of \$6,045,061 for the period of July 1, 2018 through June 30, 2020;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Second Amended Agreement on June 4, 2019 to replace Exhibit B-1 MHS attached to the First Amended Agreement for only FY 2018-2019;

WHEREAS, this Third Amended Agreement adds Crisis Intervention language to Exhibits A-2, A-3 and A-5; adds Child & Adolescent Needs & Strengths/Pediatric Symptom Checklist language to Exhibits A-3, A-5, A-6 and A-7; updates the Santa Maria location for services provided under Exhibit A-7; and deletes and replaces Exhibit E attached to the First Amended Agreement for FY 2018-2020. All other terms and conditions set forth in the First and Second Amended Agreements approved by the Board of Supervisors on June 4, 2019 and October 1, 2019, shall remain in full force and effect except as modified in this Third Amended Agreement, and

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

I. Add the following subdivision A.ix to Section 3 (Services) of Exhibit A-2 (Statement of Work: MHS, Intensive In-Home):

- ix. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

II. Delete and replace subdivision A.ii and add subdivision A.ix to Section 3 (Services) of Exhibit A-3 (Statement of Work: MHS, Pathways to Well Being) with the following items:

ii. **Assessment/Reassessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.

1. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
2. The CANS must be shared with CWS/Probation with a Release of Information for open Child Welfare Services/Probation clients.
3. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. www.canstraining.com provides on-line training and certification.
4. CANS must be reported on the CBO Quarterly Reports reporting the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:
 - a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths.
5. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC) to be completed by the child's parent/guardian at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
6. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC; with an expectation that 100% of all parents completing the document at intake and every 6 months.

- ix. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

III. Delete and replace subdivision B.ii and add subdivision B.ix to Section 3 (Services) of Exhibit A-5 (Statement of Work: MHS, Managed Care Mental Health/Brief Therapy) with the following items:

- ii. **Assessment/Reassessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.
1. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
 2. The CANS must be shared with CWS/Probation with a Release of Information for open Child Welfare Services/Probation clients.
 3. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. www.canstraining.com provides on-line training and certification.
 4. CANS must be reported on the CBO Quarterly Reports reporting the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:
 - a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths.
 5. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC) to be completed by the child's parent/guardian at:

- a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
6. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC; with an expectation that 100% of all parents completing the document at intake and every 6 months.
- ix. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

IV. Delete and replace subdivision B.ii of Section 3 (Services) of Exhibit A-6 (Statement of Work: MHS, MHSA PEI Early Childhood Mental Health) with the following:

- ii. **Assessment/Reassessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.
- 1. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
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 - 2. The CANS must be shared with CWS/Probation with a Release of Information for open Child Welfare Services/Probation clients.
 - 3. Annual training and certification of clinicians is required for use of the CANS. In order to be certified in the CANS, clinicians must demonstrate reliability on a case vignette of .70 or greater. www.canstraining.com provides on-line training and certification.
 - 4. CANS must be reported on the CBO Quarterly Reports reporting the percentage of completed CANS with the expectation of 100% and the positive change in at least half (3 out of 6) of the following CANS domains:

- a. Functioning;
 - b. School;
 - c. Behavioral/Emotional;
 - d. Strength Behavior;
 - e. Risk Behavior; and
 - f. Caregiver Needs and Strengths.
5. The Contractor shall oversee completion of the Pediatric Symptom Checklist (PSC) to be completed by the child's parent/guardian at:
 - a. Intake;
 - b. Every 6 months thereafter; and
 - c. Discharge.
 6. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC; with an expectation that 100% of all parents completing the document at intake and every 6 months.

V. Delete and replace Section 1 (Program Summary) and subdivision B of Section 3 (Services) of Exhibit A-7 (Statement of Work: Medi-Cal Early Childhood Specialty Mental Health Services) with the following:

1. **Program Summary.** The Early Childhood Specialty Mental Health Services program (hereafter "the Program") provides mental health services to Medi-Cal beneficiaries aged birth through ten years of age (hereafter "clients"), who are experiencing emotional, social and behavioral difficulties, and their families. These services provide family focused early intervention to low-income families who may not otherwise have access to these services. The Program serves North and South Santa Barbara County. The Program headquarters shall be:
 - A. 1236 Chapala St., Santa Barbara, CA 93101;
 - B. 110 S. C St., Lompoc, CA 93436; and
 - C. 210 Enos Dr. Suite A, Santa Maria, CA 93454.
- B. **Assessment/Reassessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.
 1. Contractor shall complete the Child & Adolescent Needs & Strengths (CANS) for each client. The CANS must be administered by trained clinical staff (County/CBO) at:
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 - c. Discharge.
6. Contractor shall report on the CBO quarterly report the percentage of parents/guardians completing the PSC; with an expectation that 100% of all parents completing the document at intake and every 6 months.

VI. Delete FY 19-20 Exhibit E, Mental Health, Program Goals, Outcomes, and Measures and replace with the following:

Exhibit E, Mental Health, Program Goals, Outcomes, and Measures
Program Evaluation FY 19-20

Program Goals	Outcomes	CALM (all outcomes are in %)					ECMH & ECSMH
		IIH	Pathways to Wellbeing	SPIRIT	Managed Care		
1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems	A. Incarcerations/Juvenile hall	≤5	≤5	≤5	≤5	N/A	
	B. Psychiatric inpatient admissions	≤5	≤5	≤5	≤5	N/A	
	C. Physical health hospitalizations	N/A	N/A	N/A	N/A	N/A	
	D. Physical health emergency care	N/A	N/A	N/A	N/A	N/A	
2. Assist clients in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives in the community	A. Stable/permanent housing	≥95	≥95	≥95	≥95	≥95	
	B. Engaged in purposeful activity (educational, vocational, volunteer)	≥95	≥95	≥95	≥95	≥95	
	C. Of those who discharged (#dc = denominator): % who transitioned to a higher level of care	≤15	≤15	≤15	≤15	≤15	
	D. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met)	≥85	≥85	≥85	≥85	≥85	
3. Provide mental health (and/or substance abuse) services for children and their families in order to prevent out-of-home and out-of-county placements	E. Incidents requiring a higher level of supervision	N/A	N/A	N/A	N/A	N/A	
	F. Percent of clients who “showed improvement” on the Milestones of Recovery (MORS)	N/A	N/A	N/A	N/A	N/A	
	A. New out-of-primary home placements (county & out-of-county)	≤5	≤5	≤5	≤5	≤5	
	B. CANS (% completed)	N/A	100	N/A	100	100	
	C. CANS Improvement in 3+ Domains (report % positive change by domain)	N/A	≥10 (In 3 of 6 domains)	N/A	≥10 (In 3 of 6 domains)	≥10 (In 3 of 6 domains)	
	D. PSC (% completed)	N/A	100	N/A	100	100	
E. Other	N/A	PSI/CBCL	N/A	PSI/CBCL	PSI/CBCL		

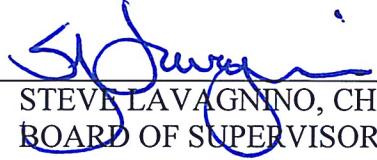
VII. All other terms shall remain in full force and effect.

SIGNATURE PAGE

Third Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening Mediation, Inc. (CALM)**.

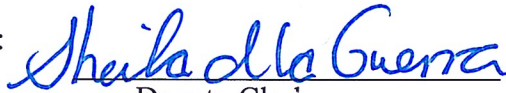
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: 12-10-19

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 12-10-19

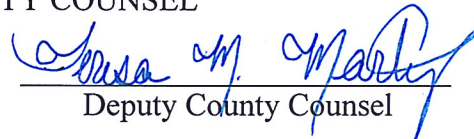
CONTRACTOR:

CHILD ABUSE LISTENING MEDIATION,
INC.

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____


APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

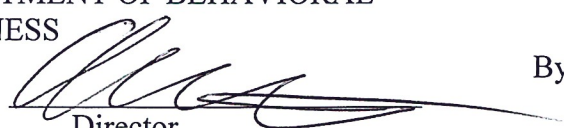
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

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

By: 
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: 
Risk Management

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By:

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Deputy Clerk

Date: _____

CONTRACTOR:

CHILD ABUSE LISTENING MEDIATION,
INC.

By:

Alana Walczak
Authorized Representative

Name: _____

Title: _____

Date: _____

Alana Walczak
President & CEO

11-25-19

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Deputy

RECOMMENDED FOR APPROVAL:

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

By:

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By:

Risk Management