

FIRST AMENDMENT 2015-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, **BC 16-014**, is made by and between the **County of Santa Barbara** (County) and **Anka Behavioral Health, Incorporated** (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, at the request of County, Contractor provides crisis respite and intervention services at County Crisis Residential facilities and County has ongoing needs for these services;

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in June 2015, except as modified in this First Amended Contract.

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

I. In Exhibit A-2, Statement of Work- Program Summary: Crisis Respite Residential House, Delete Section 2 Services-A, and replace with the following:

2. SERVICES.

- A. CONTRACTOR shall provide crisis respite and intervention services 24 hours per day, 7 days per week and 365 days per year to adults in crisis due to mental health or co-occurring substance abuse conditions. The CRRHs will be voluntarily accessed by clients who are motivated to obtain help to recover from their current crisis situations and want to learn skills and access community resources to prevent further crisis situations. Residential stays will be used as “transitional” experiences for patients re-entering the community from higher levels of care, such as inpatient stay, to reduce the potential for re-hospitalization.

Within a welcoming environment, intentionally designed and maintained to be such by the CONTRACTOR, services offered to program clients include, but are not limited to:

1. **Crisis Respite Residential Treatment Service.** Crisis Respite Residential Treatment Service means a safe and therapeutic environment where each resident will be assisted to: stabilize the symptoms of mental illness and co-occurring conditions; gain skills to manage his/her condition more effectively; make progress on the path to personal recovery; and engage community supports that will enable him/her to leave the facility, participate fully in necessary follow-up treatment, and develop a strong network of supports for community life, including linkage to community services.

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Trained and certified Consumer and Family Member Peers (CFMP) will be employed to provide daily in-house program services to include:

- i. Support groups in daily living skill enhancement (e.g. cooking, laundry, shopping, using the bus, budgeting, socialization opportunities, building a stress management toolkit);
- ii. Assistance connecting with community resources (e.g. local Recovery Learning Communities, housing options, Department of Social Services, Public Health, Food banks, Goodwill, Department of Rehabilitation Vocational services, services to meet unique multi-cultural needs, AA/NA meetings); and
- iii. Help with building ongoing personal support systems (e.g. therapy, peer support groups, involvement in a faith community, connections with family and/or friends, planning doctor visits, how to talk to your other care providers).

The facility will be accessed by clients recovering from a crisis situation or as a way to prevent crisis escalation. Crisis Respite stays will also be used as “transitional” experiences for individuals being discharged from inpatient psychiatric care as a way to reduce days hospitalized and to reduce the potential for re-hospitalization. The facility will focus on individuals with complex needs such as those challenged to obtain permanent housing, and those in recovery from mental illness and co-occurring conditions; making sure to provide support that will avoid using the more restrictive settings in the care continuum. Service activities may include but are not limited to assessment, plan development, therapy, rehabilitation, collateral, and crisis intervention, as defined in Title 9 CCR Section 1810.208;

2. Case Management. Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249;
3. Assessment including evaluation of mental health and co-occurring substance abuse conditions;
4. Crisis intervention including emotional support and de-escalation of crisis situations;
5. Gathering information from the client, family members, and professionals already serving the client (collateral);
6. Working with individuals on development of a collaborative recovery plan;
7. Temporary respite from a living situation that was contributing to the crisis;
8. Respite housing for those in recovery from crisis in need of support;
9. Assisting clients in the self-administration of medications;
10. Helping clients to access medication management and support services;
11. Brief treatment (crisis intervention, individual, family, and group counseling & psychotherapy);
12. Conduct therapy groups addressing coping and functional skill development at least 5 times per week;

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13. Education about alcohol & drug problems, mental disorders, and community resources;
14. Rehabilitation services that include skill development for activities of daily living;
15. Targeted Case Management services to assist with linkage to vital supports in the community, including assistance with obtaining entitlements, community housing, community treatment resources, and referral to appropriate medical services;
16. Peer involvement that ensures access to a wide range of supported wellness programs, including recovery plans, relaxation techniques, exercise, peer support, therapy, nutrition, self-care education, Person-Directed Planning, and Advance Directives;
17. Intensive planning and implementation of aftercare services, to include short- and long-term goals for return to the community, including linkage to family, friends, and community groups, and other supports;
18. Testing for alcohol and other drug intoxication as recommend by the CONTRACTOR;
19. Transporting clients to and from CONTRACTOR's facility provided or arranged by a CONTRACTOR staff member.

II. In Exhibit A-2, Statement of Work-Program Summary: Crisis Respite Residential House, delete Section 4, Length Of Stay, and replace with the following:

4. LENGTH OF STAY.

- A. CONTRACTOR shall ensure that no client's length of stay exceeds 30 days. In the event that a client's length of stay needs to exceed 30 days, CONTRACTOR shall first obtain authorization from County.
- B. CONTRACTOR and COUNTY staff will provide a medical necessity structured and written review of individual cases every seven (7) days until discharge.

III. In Exhibit A-2, Statement of Work-Program Summary: Crisis Respite Residential House, delete Section 5 A, and replace with the following:

5. REFERRALS.

A. ADMISSION PROCESS.

1. CONTRACTOR shall admit clients as directed by COUNTY.
2. CONTRACTOR shall accept admissions 7 days per week and 365 days per year.
3. Referral source shall ensure clients have a completed Pre-placement Appraisal information form (LIC 603), Physician's Report for Community Care (LIC 602), a functional Capability Assessment (LIC9172), documented Tuberculosis screening and conservator/guardian written approval (when applicable) prior to admission to the program.

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4. CONTRACTOR shall provide daily status updates on bed availability and participate in daily crisis triage teleconference with COUNTY staff, in order to facilitate efficient use of resources and effective assignment of beds for consumers.

IV. In Exhibit B, Financial Provisions, Delete Section VIII. A, Pre-Audit Cost Settlements, and replace with the following:

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the COUNTY will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this agreement. Settlement for services shall be adjusted to the lower of:

1. CONTRACTOR's published charge(s) to the general public, as approved by the CONTRACTOR's governing board; unless the CONTRACTOR is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
2. The CONTRACTOR's actual costs.
3. The COUNTY Maximum Allowable rate. This limitation applies exclusively to FY 2016-17. Settlement for FY 2015-16 will exclude the County Maximum Allowable rate when calculating the lowest rate for settlement purposes.

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

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EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Anka Behavioral Health, Incorporated

FISCAL YEAR: 15/16-16/17

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	24-Hour	05	Adult Crisis Residential	Bed Day	40	\$345.38*
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost

	PROGRAM				TOTAL
	Crisis Residential North	Crisis Residential South			
GROSS COST:	\$ 1,091,867	\$ 800,000			\$1,891,867
LESS REVENUES COLLECTED BY					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -			\$0
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 1,091,867	\$ 800,000			\$ 1,891,867

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (1)					
MEDI-CAL CORE MENTAL HEALTH					\$ -
MEDI-CAL MHSA (2)	\$ 687,876	\$ 504,000			\$ 1,191,876
NON-MEDI-CAL MHSA (2)	\$ 294,804	\$ 216,000			\$ 510,804
NON-MEDI-CAL COUNTY/LOCAL					\$ -
MHSA SUBSIDY (2)	\$ 109,187	\$ 80,000			\$ 189,187
COUNTY SUBSIDY					\$ -
OTHER FEDERAL FUNDS					\$ -
COUNTY FUNDS					\$ -
OTHER (LIST):					\$ -
TOTAL (SOURCES OF FUNDING) (3)	\$ 1,091,867	\$ 800,000			\$ 1,891,867

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) The Director may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(2) MHSA funding may be offset by additional Medi-Cal funding.

(3) Total Amount per year.

*FY15-16 reimbursement is at Actual Cost; FY 16-17 CMA rate applies.

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

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ATTACHMENT E Program Goals, Outcomes and Measures

ADMHS contracts with the University of California Santa Barbara (UCSB) to assist with evaluating client satisfaction and the effectiveness of the Crisis Respite Residential Facilities. Contractor will be expected to work closely with ADMHS and UCSB staff to develop instruments, methodology, and metrics for the following goals and outcome measures:

1. 50% reduction in recidivism to inpatient care and crisis services after receipt of Crisis Residential services;
2. 75% connection to long term outpatient care services following a Crisis Residential stay;
3. Assistance with to obtaining permanent stable housing upon discharge;
4. Improve social, community and family connections including peer support by 50%;
5. 50% reduction in self-reported active behavioral health symptoms;
6. 50% decrease in contact with criminal justice system after receipt of Crisis Residential Services;
7. Client satisfaction survey of care;
8. Peer (persons with lived experience, including family members) and non-peer staff member satisfaction surveys.
9. Work towards achieving the goal of a minimum 80% daily client census contingent upon referrals from County.

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

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Anka Behavioral Health, Incorporated**

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

COUNTY OF SANTA BARBARA

PETER ADAM, CHAIR
BOARD OF SUPERVISORS

By: _____

Date: _____

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

CONTRACTOR:
ANKA BEHAVIORAL HEALTH
INCORPORATED

By: _____
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 A. GLEGHORN, PHD
DIRECTOR, DEPARTMENT OF BEHAVIORAL
WELLNESS

By _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Manager