

## SECOND AMENDMENT 2016-2017

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is a second amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 17-085**, by and between the **County of Santa Barbara** (County) and **Mental Health Association in Santa Barbara County (DBA Mental Wellness Center)** (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; and

Whereas, this Second Amendment incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors June 2016 and the First Amendment in July 2016, except as modified by this Second Amendment;

Whereas, in March 2017, Contractor agreed to provide, at the request of County, Medi-Cal services at two residential programs, CG House and Alameda House, which Contractor is qualified to provide, within their current contract maximum amount for this Agreement through June 30, 2017.

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

#### **I. In Exhibit A6 – Statement of Work – MH, Alameda House, add Subsection 3.H:**

H. Contractor shall provide the following mental health services, as needed and indicated on the Client Service Plan (see Section 9 Documentation Requirements), to Program clients:

- i. **Case Management.** Case Management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The services activities may include but are not limited to communication, coordination and referral; monitoring service delivery to ensure beneficiary's progress; placement services; and plan development. (CCR, Title 9, Section 1810.249).
- ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

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- iii. **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 Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
  - a. When clients have an emergent need while at the Program, Contractor shall work to manage the client's needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Behavioral Wellness crisis service teams and/or mental health clinic staff to engage in a supported response to the client's needs.
  - b. Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by Behavioral Wellness in the event that specialized knowledge from the Program is required. Response to Behavioral Wellness may be by both telephone and in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.
- iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
- v. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education (excludes services provided under Medication Support, as defined in Title 9 CCR Section 1810.225), as defined in Title 9 CCR Section 1810.243.

### II. In Exhibit A6 – Statement of Work – MH, Alameda House, delete Subsection 4.B, and replace with the following:

- B. **Specialty Outpatient Mental Health Services.** County shall provide the following services to clients in the Program, either at Behavioral Wellness clinics or in the field:
  - i. **Assessment.** 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 testing procedures, as defined in Title 9 CCR Section 1810.204;
  - ii. **Client Service Plan Development.** Client Service Plan (CSP) development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232;
  - iii. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service

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activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in Title 9 CCR Section 1810.225; and

- iv. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual and may include family therapy at which the client is present.

III. **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: Mental Wellness Center FISCAL YEAR: 2016-2017

Contracted Services(4)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	MHS - Plan Development	Minutes	31	\$2.61
			MHS - Rehab (Individual, Group)	Minutes	41, 51	\$2.61
			Crisis Intervention	Minutes	70	\$3.88
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost
			Other Case Management	N/A	60	Actual Cost

	PROGRAM									TOTAL
	Intensive Residential Program Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)	RLC Computer Labs	Specialty Mental Health Services at RLC	Alameda House	Intensive Residential Program CG House	De La Vina House	MH First Aid	
GROSS COST:	\$ 373,727	\$ 87,688	\$ 409,969	\$ 42,789	\$ 101,256	\$ 433,082	\$ 439,982	\$ 191,361	\$ 60,141	\$ 2,139,995
LESS REVENUES COLLECTED BY CONTRACTOR:										
PATIENT FEES	\$ 70,152					\$ 12,000	\$ 12,000	\$ 47,426	\$ 3,000	\$ 144,578
CONTRIBUTIONS	\$ 935	\$ 23,164	\$ 242,969	\$ 2,789	\$ 1,256				\$ 250	\$ 271,363
OTHER (LIST):										\$ -
TOTAL CONTRACTOR REVENUES	\$ 71,087	\$ 23,164	\$ 242,969	\$ 2,789	\$ 1,256	\$ 12,000	\$ 12,000	\$ 47,426	\$ 3,250	\$ 415,941
<b>MAXIMUM CONTRACT AMOUNT PAYABLE:</b>	<b>\$ 302,640</b>	<b>\$ 64,524</b>	<b>\$ 167,000</b>	<b>\$ 40,000</b>	<b>\$ 100,000</b>	<b>\$ 421,082</b>	<b>\$ 427,982</b>	<b>\$ 143,935</b>	<b>\$ 56,891</b>	<b>\$ 1,724,054</b>

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)										
MEDI-CAL (3)	\$ 274,885				\$ 100,000	\$ 1,000	\$ 1,000			\$ 376,885
NON-MEDI-CAL		\$ 64,524	\$ 167,000	\$ 40,000		\$ 420,082	\$ 426,982	\$ 143,935	\$ 56,891	\$ 1,319,414
SUBSIDY	\$ 27,755									\$ 27,755
OTHER (LIST):										\$ -
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$ 302,640</b>	<b>\$ 64,524</b>	<b>\$ 167,000</b>	<b>\$ 40,000</b>	<b>\$ 100,000</b>	<b>\$ 421,082</b>	<b>\$ 427,982</b>	<b>\$ 143,935</b>	<b>\$ 56,891</b>	<b>\$ 1,724,054</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_  
 STAFF ANALYST SIGNATURE: \_\_\_\_\_  
 FISCAL SERVICES SIGNATURE: \_\_\_\_\_

- (1) MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician
- (2) The Director or designee 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 or designee 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.
- (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.
- (4) Other services may be provided if authorized by Behavioral Wellness in writing.

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**IV. All other terms remain in full force and effect.**

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**SIGNATURE PAGE**

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Mental Health Association in Santa Barbara County DBA as Mental Wellness Center.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective on March 1, 2017.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN  
CHAIR, BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

MENTAL HEALTH ASSOCIATION IN SANTA  
BARBARA DBA AS MENTAL WELLNESS  
CENTER

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 INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management