

Board Contract # _____

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

OLIVE CREST

FOR

MENTAL HEALTH SERVICES

**FIRST AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 24-016**, is made by and between the **County of Santa Barbara** (County), a political subdivision of the State of California, and **Olive Crest** (Contractor), a California non-profit corporation with an address at 2130 E 4th St Ste 200, Santa Ana, CA 92705, for the continued provision of services specified herein (hereafter, First Amended Agreement).

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, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 24-016, (Agreement) for the provision of mental health services to children and youth for a total maximum contract amount not to exceed \$1,500,000, inclusive of \$750,000 per fiscal year (FY), for the period of July 1, 2024, through June 30, 2026; and

WHEREAS, the parties wish to amend the Agreement to extend the term of the Agreement from June 30, 2026, to June 30, 2027; update certain standard terms in compliance with state and federal requirements; add seven locations for the care of children and youth placed in a Short-Term Residential Therapeutic Program (STRTP) outside of the County of Santa Barbara in the Counties of Orange and Riverside, commencing June 3, 2025; and add \$750,000 to the contract maximum for a revised, total maximum contract amount not to exceed \$2,250,000, inclusive of \$750,000 per fiscal year (FY 24-25, FY 25-26, and FY 26-27), for the period of July 1, 2024, through June 30, 2027.

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

I. Delete Section 4, Term, of the Standard Terms and Conditions of the Agreement and replace it with the following:

4. TERM.

Contractor shall commence performance on 07/01/2024 and end performance upon completion, but no later than 06/30/2027 unless otherwise directed by County or unless earlier terminated.

II. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement and replace it with the following:

8. DEBARMENT AND SUSPENSION.

- A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state,

or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

- B. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. Contractor shall also comply with the debarment and suspension provision set forth in EXHIBIT A-1-MHS General Provisions to this Agreement.

III. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement and replace it with the following:

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

IV. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement and replace it with the following:

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; procedures; directives; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California

Department of Health Care Services (DHCS) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, procedure, directive, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

- V. **Delete Section 36, Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards, of the Standard Terms and Conditions of the Agreement and replace it with the following:**

36. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Contractor shall comply with the requirements of 2 C.F.R. parts 200 and 300 and 45 C.F.R. part 75, which are incorporated herein by reference.

- VI. **Delete Section 37, Mandatory Disclosure, Subsection A, Prohibited Affiliations, Subsection 2; Subsection B, Written Disclosures, Subsection 5, Crimes, i, Violations of Criminal Law; and Subsection C, Lobbying, Paragraph 1, of the Standard Terms and Conditions of the Agreement and replace it with the following:**

37. MANDATORY DISCLOSURE.

A. Prohibited Affiliations.

2. Contractor shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

B. Written Disclosures.

5. Crimes.

- i. **Violations of Criminal Law.** Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, Health and Human Services Office of Inspector General, and DHCS. Contractor is also required to report matters related to County, state, or federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

- C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying as set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and

Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

VII. Delete Section 38, Procurement of Recovered Materials, of the Standard Terms and Conditions of the Agreement and replace it with the following:

38. PROCUREMENT OF RECOVERED MATERIALS.

- A.** Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B.** Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

VIII. Delete Section 39, Domestic Preferences for Procurements, Subsection A, of the Standard Terms and Conditions of the Agreement and replace it with the following:

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A.** Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

IX. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act, of the Standard Terms and Conditions of the Agreement and replace it with the following:

40. CLEAN AIR ACT.

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
- B.** Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the

County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.

- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

X. Delete Section 41, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement and replace it with the following:

41. FEDERAL WATER POLLUTION CONTROL ACT.

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et seq.
- B. Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

XI. Add Section 42, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement as follows:

42. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - 1. Procure or obtain covered telecommunications equipment or services;
 - 2. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - 3. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital

Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. See [Public Law 115-232](#), section 889 for additional information and 2 C.F.R. section 200.471.

XII. Delete Section 1, Performance, Subsection A, Subsection 1 of Exhibit A-1-MHS, General Provisions and replace it with the following:

1. All laws and regulations, and all contractual obligations of the County under the County Integrated Intergovernmental Agreement (Contract No. 24-40145) between the County and the State Department of Health Care Services (DHCS), available at [Quality Care Management | Santa Barbara County Website](#), including, but not limited to, Subsections C, D, F and G, of Section 7(B) of Exhibit E of the Integrated Intergovernmental Agreement and the applicable provisions of Exhibit D of the Integrated Intergovernmental Agreement referenced in Section 19 D. (State Contract Compliance) of this Exhibit. Contractor shall comply with the Integrated Intergovernmental Agreement (Contract No. 24-40145), which is incorporated by this reference;

XIII. Delete Section 8, Confidentiality, Subsection A; Subsection C; and Subsection E of Exhibit A-1-MHS, General Provisions and replace it with the following:

- A. Maintain Confidentiality.** Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D, Section 14 (Confidentiality of Information) of the Integrated Intergovernmental Agreement (Contract No. 24-40145); and Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- C.** Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement (Contract No. 24-40145) to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- E.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

XIV. Delete Section 9, Client and Family Member Empowerment, Subsection E of Exhibit A-1-MHS, General Provisions and replace it with the following:

- E.** Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness’ Policy and Procedures #8.009 Medication Consent for Adults* to the extent Contractor is a “provider” as defined by the Integrated Intergovernmental Agreement (Contract No. 24-40145).

- XV. Delete Section 13, Monitoring, Subsection C; and Subsection D of Exhibit A-1-MHS, General Provisions and replace it with the following:**
- C. County Corrective Action Plan.** County shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement are identified by County.
- D.** County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.
- XVI. Delete Section 19, State Contract Compliance, Subsection B; and Subsection D of Exhibit A-1-MHS, General Provisions and replace it with the following:**
- B.** To the extent there is a conflict between federal or state law or regulation and a provision in the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the Integrated Intergovernmental Agreement, Exhibit E, Section 7(B).
- D.** The following provisions of the Integrated Intergovernmental Agreement, Exhibit D are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.
- XVII. Add Exhibit A-6, Statement of Work: MHS, Short-Term Residential Therapeutic Program, Out-of-County Placement, as follows:**

EXHIBIT A-6
STATEMENT OF WORK: MHS
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM
OUT-OF-COUNTY PLACEMENT
Commencement: June 3, 2025

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-6 (Statement of Work: MHS, Short-Term Residential Therapeutic Program, Out-of-County Placement) on June 3, 2025 unless otherwise directed by County.

1. **PROGRAM SUMMARY.** Contractor shall provide short term residential therapeutic program (STRTP) mental health services (hereafter the Program) to children and youth, who are residents of Santa Barbara County and have been temporarily placed in an Out of County Contractor's facility(ies) in Orange County, CA and Riverside County, CA (hereafter "Santa Barbara County member" respectively, and "member," individually, or "members" collectively) by Santa Barbara County Child Welfare Services or Santa Barbara County Probation.

The Program shall be licensed as a STRTP and operate in a STRTP-certified facility by the California Department of Social Services, Community Care and Licensing Division in accordance with [Short-Term Residential Therapeutic Program: Interim Licensing Standards ver. 5.](#)

The Program shall serve 16 members, ages 12 through 24 years.

The Program shall be located at the following location(s):

- A. Wheeler, 159 N. Wheeler St., Orange, CA 92869;
- B. Malena, 13442 Malena Dr., Santa Ana, CA 92705;
- C. Saylor, 19356 Saylor Ter., Santa Ana, CA 92705;
- D. Richmond, 20025 Vista Del Lago, Ste. A, Perris, CA 92570;
- E. Lyon, 20025 Vista Del Lago, Ste. B, Perris, CA 92570;
- F. Forecast, 20051 Vista Del Lago, Ste. A, Perris, CA 92570;
- G. Beazer, 20051 Vista Del Lago, Ste. B, Perris, CA 92570.

2. **PROGRAM GOALS.** Contractor shall meet the following goals:

- A. Provide the appropriate level of mental health services support for children and youth (members) who have been removed from their homes by a juvenile court; and
- B. Develop, support, and empower members and their family units by identifying existing strengths and areas of need and teaching problem-solving skills.

3. **SERVICES.** Contractor shall provide the following services:

- A. **Assessment.** "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health, to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable state and federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

1. **Child and Adolescent Needs & Strengths and Adult Needs and Strengths Assessment.** The Child and Adolescent Needs and Strengths (CANS) is a structured assessment for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses

youth and family information to inform planning, support decisions, and monitor outcomes.

- i. Contractor shall complete the CANS for each member, age zero and up to 20 years.
 - ii. The CANS shall be administered by a certified provider and through a collaborative process involving at minimum the member and caregiver (as applicable).
 - iii. The CANS shall be completed at intake, every six months after the first administration, and at discharge.
 - iv. The CANS shall reflect member improvement in three or more of the following domains: functioning, school, behavioral/emotional, strength behavior, risk behavior, and caregiver needs and strengths (the last of which is applicable to CANS only).
 - v. For members involved with child-services agencies, including Santa Barbara County Child Welfare Services and Probation, Contractor shall provide a copy of the CANS to the child-serving agencies upon completion of each CANS with a valid, written authorization or release of information.
2. **Pediatric Symptom Checklist.** The **Pediatric Symptom Checklist** (PSC-35) is a psychosocial screening tool designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible
- i. Contractor shall require a parent or caregiver to complete the PSC-35 for their children, ages three years and up to 18 years.
 - ii. The PSC-35 shall be completed at intake, every six months following the first administration, and at discharge and shared with Santa Barbara County CWS and/or Probation with a Release of Information for open CWS and/or Probation members.

B. Collateral. “Collateral” means a service activity to a significant support person(s) in a member's life for the purpose of meeting the needs of the member in terms of achieving the goals of the member's plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the member, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The member may or may not be present for this service activity. (Cal. Code of Regs., tit. 9, § 1810.206.)

1. **Significant Support Person.** “Significant support person” means a person(s), in the opinion of the member or the person providing services, who has or could have a significant role in the successful outcome of treatment including, but not limited to, parents or legal guardian of a member, legal representatives of a member who is not a minor, a person living in the same household as the member, the member's spouse, and the relatives of the member. (Cal. Code of Regs., tit., § 1810.246.1.)

C. Crisis Intervention. “Crisis intervention” is an unplanned, expedited service to or on behalf of a member to address a condition that requires a more timely response than a

regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

- D. Intensive Care Coordination (ICC).** “**Intensive Care Coordination (ICC)**” is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access specialty mental health service. ICC services components include: assessing, service planning, and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family, and involved child-serving systems. The CFT is comprised of, as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the member plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:
- i. Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;
 - ii. Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;
 - iii. Supports the parent/caregiver in meeting their child's needs; and
 - iv. Helps establish the CFT and provides ongoing support.
- E. Medication Support Services.** “**Medication Support Services**” include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks, and benefits of and alternatives for medication; and treatment planning. Medication support services may include contact with significant support person(s) or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone, or by telehealth and may be provided anywhere in the community. Medication

support services may be delivered as a standalone service or as a component of crisis stabilization.

F. Peer Support Services. “**Peer Support Services**” are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their conditions and the process of recovery.

1. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting.
2. Peer support services can include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the member by supporting the achievement of the member’s treatment goals.
3. Peer support services are based on an approved plan of care and may be delivered as a standalone service.
4. Peer support services include one or more of the following service components:
 - i. Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.
 - ii. Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.
 - iii. Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member’s treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support person(s). (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)
5. Peer Support Services may be provided face-to-face, by telephone, or by telehealth with the member or significant support person(s) and may be provided anywhere in the community.

G. Psychosocial Rehabilitation. “**Psychosocial Rehabilitation**” means a recovery or resiliency focused service activity which addresses a mental health need. This service

activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22- 0023].)

- H. Targeted Case Management.** “**Targeted case management**” is a service that assists a member in accessing 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 member access to service and the service delivery system; monitoring of the member's progress; placement services; and plan development. Targeted case management services may be face-to-face or by telephone with the member or significant support person(s) and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the specialty mental health services program to be qualified to provide the service, consistent with the scope of practice and state law.
- I. Therapy.** “**Therapy**” means service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairment. Therapeutic intervention includes the application of cognitive, affective, and verbal or nonverbal strategies based on the principles of development, wellness, adjustment to impairment, recovery, and resiliency to assist a member in acquiring greater personal, interpersonal, and community functioning or to modify feelings, thought processes, conditions, attitudes, or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)
- J. Therapeutic Behavioral Services (TBS).** “**Therapeutic Behavioral Services (TBS)**” are intensive, individualized, short-term outpatient treatment interventions for members up to the age of 21 years. Individuals receiving these services have serious emotional disturbances (SED) or are experiencing a stressful transition or life crisis and need additional short-term, specific support services.
- K. Treatment Planning.** “**Treatment Planning**” means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

L. Additional Services. Contractor shall provide additional services under this Program that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement.

4. MEMBERS. Contractor shall be reimbursed for Program services provided to Santa Barbara County members between the ages of 12 through 24 years, who are Medi-Cal members and determined to meet medical necessity for specialty mental health services as defined in 9 CCR 1830.210.

5. REFERRALS.

A. Short Term Residential Therapeutic Program for Santa Barbara County Member Placement.

1. Contractor shall accept members referred by Santa Barbara County Child Welfare Services or Probation for services within the scope of Contractor's practice. If Contractor believes a member is inappropriate for its service, or if space is not available in the Program, Contractor shall promptly notify the referring agency.
2. Initial Referral:
 - i. Santa Barbara County Child Welfare Services or Probation shall submit referral packets to Contractor with documentation required by Contractor for placement of Santa Barbara County members.
 - ii. Contractor shall notify the Santa Barbara County referring agency if placement has been accepted as soon as possible and no later than five business days.
 - iii. Upon accepting placement or admission of a foster child, a group home, short-term residential therapeutic program, community treatment facility, or children's crisis residential program may notify the mental health plan that will be responsible for arranging and providing specialty mental health services for the foster child that the foster child has been admitted to a children's crisis residential program or placed in a group home, short-term residential therapeutic program, or community treatment facility. (Welf. & Inst. Code, § 14717.2)
 - iv. Upon the Santa Barbara County member's admission into the Program and until a Member Treatment Plan is assigned, the Contractor is authorized to provide the following services during the first thirty (30) days of placement:
 - a. Assessment;
 - b. Plan Development;
 - c. Crisis Intervention;
 - d. Medication Support; and
 - e. Intensive Care Coordination.
3. A Qualified Individual (QI) must complete an independent assessment thirty (30) calendar days from the date of the QI referral from the placing agency or from the date the member is placed into an STRTP, whichever comes first. The QI shall determine

whether the member's needs can instead be met with family members, in a tribally approved home in the case of an Indian child, or in another family-based setting. The QI's determination also documents why an STRTP is the most appropriate level of care and recommends treatment services and interventions for the member. As implemented in Assembly Bill 153 under Welfare and Institutions Code section 4096, subdivision (g)(3)(B), the QI assessment must be completed using an age-appropriate, evidence-based, validated, functional assessment tool. California has chosen the Integrated Practice Child and Adolescent Needs and Strengths (CANS) tool as a component of the QI assessment.

4. Contractor shall submit clinical records and reauthorization requests of STRTP Program services to the QI ten (10) days prior to the reauthorization due date.

6. DOCUMENTATION REQUIREMENTS.

A. Member Treatment Plan.

1. Contractor shall ensure care planning is an ongoing, interactive component of services delivery to identify member's strengths, problems, and interventions to support the member in setting and attaining goals towards recovery.
 - i. Providers must adhere to all relevant care planning requirements in accordance with applicable state and federal privacy law.
 - ii. Provider shall document the required elements of the care plan within the member's record within an Electronic Health Record.
 - iii. To support delivery of coordinated care, the provider shall be able to produce and communicate the content of the care plan to other providers, the member, and Medi-Cal behavioral health delivery systems, in accordance with applicable state and federal privacy law.
 - iv. For specific services, with additional requirements, provider shall follow Enclosure 1a: *Care Planning Requirements that Remain in Effect* in in BHIN 23-068 Documentation Requirements for SMH DMC and DMC-ODS Services.pdf.
2. The Member Treatment Plan shall meet Medi-Cal and other applicable federal, state, and local requirements and shall include the following:
 - i. The member's treatment goals, which will guide the service delivery process;
 - ii. Interventions planned to help the member reach the member's goals; and
 - iii. Objectives describing the skills and behaviors that the member will be able to learn as a result of the Program's behavioral interventions.
3. Contractor shall provide services to each member in accordance with the member's individualized Member Care Plan needs and certification for referral by a Qualified Individual into Contractor's residential treatment facility.
4. The Member Care Plan shall provide overall direction for the collaborative work of the member, the member's Child and Family Team, and Program staff.

7. **DISCHARGE CRITERIA.** The appropriateness for member discharge shall be determined on a case by case basis. Criteria for discharge include:

- A. The member's treatment goals have been sufficiently met;
- B. The determination that significant progress has been made towards reaching the member's treatment goals, even if not all goals have been met, such that the member no longer requires the intensive level of services provided by the Program;
- C. The member's CFT Treatment Team and Program Staff determine that the treatment goals have not been met. The member and member's family shall be provided with appropriate continuity of care and coordination of care through transition or referrals to more appropriate treatment;
- D. Santa Barbara County Child Welfare Service or Probation opines that the member is not appropriately placed in the level of care or the Program; or
- E. The member and the member's family relocates outside of Santa Barbara County.

8. DISCHARGE PLAN.

- A. For members and presumptive transfer members: Within thirty (30) days of a member's anticipated discharge date, the Contractor shall initiate contact with the Child Family Team (CFT). The CFT Team will prepare a written discharge plan that is responsive to the member's needs and personal goals. The contractor shall provide transportation to the joint treatment sessions during the member's transition to another provider. The contractor shall comply with the Department of Behavioral Wellness policy #8.303 *Member Discharge and Continuity of Care for Mental Health Services*, available at <https://www.countyofsb.org/904/Policies-Procedures>.

9. OPERATIONS.

- A. **Service Intensity.** The average length of treatment for each member is not to exceed one (1) year. Notwithstanding, the length of treatment may be extended beyond 1-year if approved by Santa Barbara County Child Welfare Service or Probation in collaboration with the member's Child and Family Team (CFT) and Contractor.
- B. **Hours of Operation and Coverage.** Contractor staff shall be available to provide Program services 24 hours per day, 7 days per week as needed.

10. STAFFING REQUIREMENTS.

- A. In accordance with State Plan Amendment 23-006, BHIN 24-023, and the concomitant amendments to titles 9 and 22 of the California Code of Regulations, Contractor may utilize provider types for the delivery of services under this Program as set forth in the applicable Specialty Mental Health Service Table at [MedCCC - Library](#).
- B. **Additional Staffing Requirements.** Contractor shall comply with changes to the staffing requirements under this Program that do not alter the maximum contract amount of the Agreement and are authorized by the Director of the Department of Behavioral Wellness or designee in writing. This obligation shall apply without the need for an amendment of this Agreement.

11. DOCUMENTATION REQUIREMENTS.

- A. Member Treatment Plan.** Contractor shall ensure each member has a Member Treatment Plan in SmartCare prior to provision of services in accordance with the Behavioral Wellness Documentation Manual, available at <http://countyofsb.org/behavioral-wellness/Asset.c/5670>. The Member Treatment Plan shall provide overall direction for the collaborative work of the member, the Program, and the Treatment Team or the presumptive transfer member's county-of-origin placing agency.
- B.** The Member Treatment Plan shall meet Medi-Cal and other applicable Federal, State and local laws, rules, manuals, policies, guidelines, and directives. The Member Treatment Plan shall include:
1. The member's recovery goals, which guide the service delivery process;
 2. Objectives describing the skills and behaviors that the member will be able to learn as a result of the Program's behavioral interventions; and
 3. Interventions planned to help the member reach the member's goals.

12. PRESUMPTIVE TRANSFER OR CHANGE IN MEMBER'S COUNTY OF RESPONSIBILITY.

- A.** If at any point in a member's placement at Contractor's Program, either of the circumstances under Welfare and Institutions Code section 14717.2, subdivision (b)(1) or (2) exist as to the member, the process for presumptive transfer set forth in Welfare and Institutions Code section 14717.1 shall apply. (See, also, BHIN 24-025)
- B.** Prior to the presumptive transfer date, Santa Barbara County shall maintain responsibility for the authorization and provision of specialty mental health services.
- C.** Upon presumptive transfer, the mental health plan in the county in which the member resides shall assume responsibility for the authorization and provision of specialty mental health services.
- D.** Contractor shall also comply with the presumptive transfer fiscal requirements in Section XII: PRESUMPTIVE TRANSFER of Exhibit B General Financial Provisions: MHS.

XVIII. Delete Section II, Maximum Contract Amount, of Exhibit B, General Financial Provisions: MHS and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$2,250,000**, inclusive of \$750,000 for FY 24–25, \$750,000 for FY 25-26 and \$750,000 for FY 26–27, in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). 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.

XIX. Delete Section VIII, Billing and Payment Procedures and Limitations, Subsection A, Submission of Claims and Invoices, Subsection 1, Submission of Claims for Medi-Cal Services, of Exhibit B, General Financial Provisions: MHS and replace it with the following:

1. **Submission of Claims for Medi-Cal Services.** Services are to be entered into SmartCare based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal services approved to be claimed for the month, multiplied by the negotiated fee in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed. In the event that the State denies payment for services provided under this contract and such denial is later determined to be the result of inappropriate adjudication by the State, the County reserves the right to issue a credit to the Contractor for the denied services at the rates identified in Exhibit B-1 and B-3 MHS.

XX. Add Section XII, Presumptive Transfer to Exhibit B, General Financial Provisions: MHS as follows:

XII. PRESUMPTIVE TRANSFER.

- A. The Santa Barbara County placing agency shall convene one or more Child and Family Team (CFT) meeting to document that presumptive transfer applies to the member under Welfare and Institutions Code section 14717.2, subdivision (b)(1) or (2); there has been no waiver of presumptive transfer under Welfare and Institutions Code section 14717.1; and the agreed upon presumptive transfer date.
- B. Upon presumptive transfer, the mental health plan in the county in which the member resides shall assume responsibility for the payment of specialty mental health services.

THIS SECTION LEFT BLANK INTENTIONALLY.

EXHIBIT B-1-MHS SCHEDULE OF RATES AND CONTRACT MAXIMUM FOLLOWS.

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

EXHIBIT B-1- MHS

SCHEDULE OF RATES AND CONTRACT MAXIMUM

(Applicable to program(s) described in Exhibit(s) A-3, A-4, A-6)

CONTRACTOR NAME: Olive Crest FISCAL YEAR: 2024-2027

Contracted Service	Service Type	Provider Group (4)	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Prescriber	Psychiatrist/ Contracted Psychiatrist	0.01	\$628.96	7	\$4,403
			Physicians Assistant	0.00	\$352.61	0	\$0
			Nurse Practitioner (& Cert Nurse Spec.)	0.20	\$390.96	143	\$55,907
		Non-Prescriber	Registered Nurse	0.00	\$319.35	0	\$0
			Licensed Vocational Nurse	0.00	\$167.76	0	\$0
			Licensed Psychiatric Technician	0.10	\$143.82	65	\$9,348
		Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$316.19	0	\$0
			LPHA / Assoc. LPHA	2.00	\$204.61	1,299	\$265,791
			Certified Peer Recovery Specialist	0.00	\$161.65	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	4.00	\$153.95	2,598	\$399,968
			6.31		4,112	\$735,416	

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Fee-For-Service	\$14,584
			\$14,584

Total Contract Maximum **\$750,000**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (2)	PROGRAM(S)						
	Short-Term Residential Therapeutic Program						
Medi-Cal Patient Revenue (3)	\$ 735,416						\$ 735,416
Realignment Non-Medi-Cal Services	\$ 14,584						\$ 14,584
TOTAL CONTRACT PAYABLE PER FY:	\$ 750,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 750,000
TOTAL CONTRACT PAYABLE FY 24-27:	\$ 2,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,250,000

CONTRACTOR SIGNATURE:

Signed by:

Donald Verleur

Don Verleur

FISCAL SERVICES SIGNATURE:

Christie Boyer

Christie Boyer

(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.

(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. 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 Funds and SB 163.

(4) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

- XXII. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the original Agreement. The terms and provisions of the original Agreement, except as expressly modified and superseded by the First Amended Agreement, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- XXIII. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Olive Crest**.

IN WITNESS WHEREOF, the parties have executed this First Amended Agreement to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:


LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date:

6-3-25

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

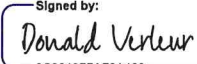
Date:

6-3-25

CONTRACTOR:

OLIVE CREST

By:

Signed by:

Authorized Representative

Name:

Donald Verleur

Title:

CEO


Date:

5/16/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

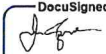
By:

Signed by:

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

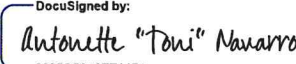
By:

DocuSigned by:

Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:

DocuSigned by:

Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:

Signed by:

Risk Manager