

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

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

COMMUNITY ACTION COMMISSION
OF SANTA BARBARA COUNTY

FOR

MENTAL HEALTH SERVICES

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

THIS FIRST AMENDMENT to the AGREEMENT for Services of Independent Contractor, referenced as BC 19-250, by and between the County of Santa Barbara (County) and **Community Action Commission of Santa Barbara County** (Contractor), a California non-profit corporation, wherein Contractor agrees to provide and County agrees to accept the services specified herein (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 herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-250, on June 18, 2019 for the provision of mental health services inclusive of \$1,178,545 per fiscal year for a total contract maximum not to exceed **\$3,535,635** for the period of July 1, 2019 through June 30, 2022;

WHEREAS, this First Amended Agreement deletes, adds, or otherwise modifies the language of the Agreement in Exhibits A-1 MHS General Provisions, A-2 Statement of Work: MHS Head Start, A-3 Statement of Work: MHS New Heights Full Service Partnership (FSP), and B Financial Provisions MHS to accommodate changes in service needs and to comply with county, state, and federal requirements with no change to the maximum contract amount of \$3,535,635, and incorporates the remainder of the terms and conditions set forth in the Agreement approved by the Board of Supervisors on June 18, 2019, except as modified in this First Amended Agreement; and

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

I. Delete Subsection 1 of Subsection D.2 (Other Remedies) of Section 35. (Mandatory Disclosure) of Standard Terms and Conditions.

II. Add the following Subsection D (Additional Reports) to Section 4 (Reports) of Exhibit A-1 (MHS General Provisions):

D. Additional Reports.

1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.
2. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 25 calendar days following the end of the month being reported.

III. Delete Subsection B of Section 13. (Monitoring) and Section 16 (Training Requirements) of Exhibit A-1 (MHS General Provisions) and replace it with the following:

13. MONITORING.

B. Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.

1. Quality Assurance Requirements.

Contractor is permitted up to 2% of Medi-Cal program costs for quality assurance (QA) type activities. Quality assurance type activities include reviewing for compliance with:

- i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
- ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
- iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Client Treatment Plans*.
- iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.

16. TRAINING REQUIREMENTS.

A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:

1. HIPAA Privacy and Security;
2. Consumer and Family Culture;
3. Behavioral Wellness Code of Conduct;
4. Cultural Competency;
5. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system; and
6. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.

B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway.

The following trainings must be completed at hire and annually thereafter:

1. Clinician's Gateway;
2. Documentation; and
3. Assessment and Treatment Plan.

IV. **Add the following Subsection R (Client Service Plan) to Section 17 (Additional Program Requirements) of Exhibit A-1 (MHS General Provisions):**

R. Client Service Plan. Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual <http://countyofsb.org/behavioral-wellness/asset.c/5670>.

V. **Delete Subsection B (Assessment), C (Collateral), D (Plan Development), and E (Rehabilitation) to Section 3 (Services) of Exhibit A-2 (Statement of Work: MHS, Head Start) and replace it with the following:**

B. 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 health 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.

C. Collateral. Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's 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, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, 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) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

D. Plan Development. Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client's progress, as defined in Title 9 CCR Section 1810.232.

E. Rehabilitation. A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

VI. **Add the following Subsection G to Section 3 (Services) of Exhibit A-2 (Statement of Work: MHS, Head Start):**

G. Crisis Intervention. Crisis intervention is a service lasting less than 24 hours, for 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. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the

community. 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.

VII. Delete Section 9 (Staffing Requirements) of Exhibit A-2 (Statement of Work: MHS, Head Start) and replace it with the following:

9. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.

- A.** 4.0 FTE Case Workers who shall be Qualified Mental Health Workers (QMHW). QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application: i) Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment; ii) Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience; iii) No experience is required for staff with a Master's or Doctoral degree.
- B.** 3.0 FTE Licensed Clinicians who shall be licensed/waivered/registered mental health professionals, as described in Title 9, CCR 1810.223 and 1810.254.
- C.** 0.94 FTE supervisory/ other staff, including a Clinical Services Director and Program Director/Family Youth Services, who shall be licensed/ waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254, and a Clinical Services Program Analyst.
- D.** Licensed mental health professional under 9 CCR 1810.223 to include:
 - 1. Licensed physicians;
 - 2. Licensed psychologists;
 - 3. Licensed clinical social workers;
 - 4. Licensed marriage and family therapists;
 - 5. Licensed psychiatric technicians; and
 - 6. Waivered/Registered Professional under 9 CCR 1810.254 includes:
 - i. An individual who has a waiver of psychologist licensure issued by the Department or has registered with the corresponding state licensing authority for psychologists; and

- ii. Marriage and family therapists or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist or clinical social worker licensure.

IX. Delete and replace Subsections 2 (Plan Development), 3 (Rehabilitation), 4 (Collateral), 5 (Intensive Care Coordination (ICC)), and 6 (Intensive Home Based Services (IHBS)) of Section 3.A with the provisions below and add Subsection 7 (Crisis Intervention) of Section 3.A. (Services) to Exhibit A-3 (Statement of Work: MHS, New Heights Full Service Partnership):

2. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client’s progress, as defined in Title 9 CCR Section 1810.232.
3. **Rehabilitation.** A service activity that includes, but is not limited to, assistance, improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
4. **Collateral.** Collateral services are delivered to a client’s significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client’s 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, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, 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) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

5. **Intensive Care Coordination (ICC).** ICC is a targeted case management service that facilitates assessment of, care planning for, and coordination of services to clients under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical necessity criteria for this service. ICC services include assessing, service planning, and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model available at: <https://www.countyofsb.org/behavioral-wellness/asset.c/2194>. ICC services are expanded to all Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) clients that qualify for IHBS/ICC.

ICC services are provided through the principles of the Core Practice Model (CPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a youth, his/her 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 client plan and are responsible for supporting the child/youth 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/youth driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child/youth;
 - ii. Facilitates a collaborative relationship among the child/youth, his/her family and systems involved in providing services to the child/youth;
 - iii. Supports the parent/caregiver in meeting their child/youth's needs;
 - iv. Helps establish the CFT and provides ongoing support; and
 - v. Organizes and matches care across providers and child serving systems to allow the child/youth to be served in his/her community.
6. **Intensive Home Based Services (IHBS).** IHBS are intensive, individualized, strength-based, and needs-driven intervention activities for clients under age 21 and designed to ameliorate mental health conditions that interfere with a client's functioning. These activities are aimed at helping the client build skills necessary for successful functioning in the home and community and improve the client's family's ability to help the client successfully function in the home and community. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model in accordance with the client's treatment plan. Service activities may include, but are not limited to assessment, plan development, therapy, rehabilitation and collateral. IHBS services are expanded to all EPSDT clients that qualify for IHBS.
7. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, for 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. Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community. 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.

X. **Delete Section 7 (Referrals) of Exhibit A-3 (Statement of Work: MHS, New Heights Full Service Partnership) and replace it with the following:**

7. **REFERRALS.** Contractor shall admit clients who have a case file (episode) open to TAY New Heights with the Behavioral Wellness Children's Clinic and are referred by the Behavioral Wellness Team. Contractor shall have shared access to Behavioral Wellness' client medical record, and shall access the record for each client referred and treated to review the following:
- A. The client face sheet;
 - B. A copy of the most recent comprehensive assessment and/or assessment update;

- C. A copy of the most recent medication record and health questionnaire;
- D. A copy of the currently valid Client Service Plan indicating the goals for client enrollment in the Program and identifying the Contractor as service provider; and
- E. The client's Medi-Cal Eligibility, as verified by Behavioral Wellness staff.

XI. Delete Section 10 A (Staffing Requirements) of Exhibit A-3 (Statement of Work: MHS, New Heights Full Service Partnership) and replace it with the following:

10. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.

- A. A Maximum of 8.0 FTE TAY Case Workers who shall be Qualified Mental Health Workers (QMHW). QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application: i) Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment; ii) Staff with a Bachelor's degree must have the equivalent of one year of such full-time experience; iii) No experience is required for staff with a Master's or Doctoral degree. A minimum of 1 Case Worker per region, with a maximum based on an average caseload ratio of 1:12 clients.

XII. Delete Section 11 (Documentation Requirements) of Exhibit A-3 (Statement of Work: MHS, New Heights Full Service Partnership).

XIII. Delete Subsection A and B of III. (Operating Budget and Provisional Rate) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional

Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

XIV. Delete Subsection A (Accounting for Revenues) of Section IV (Accounting for Revenues) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MH shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.

XV. Delete Subsection A 2 (Submission of Claims and Invoices for Non-Medi-Cal Services), E (Withholding of Payment for Unsatisfactory Clinical Documentation), H (Overpayments) of Section VI (Billing and Payment Procedures and Limitations) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 (Submission of Claims and Invoices for Medi-Cal Services) of this Exhibit B MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.

E. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current client service plan.

H. Overpayments: If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

XVI. Delete Subsection D (Audited Financial Reports) of Section VII (Cost Report) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

D. Audited Financial Reports: Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

XVII. Delete Subsection A. 3 (Pre-Audit Cost Report Settlements) of Section VIII (Pre-Audit Cost Report Settlements) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.

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

SIGNATURE PAGE

First Amended Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County**.

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

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

**COMMUNITY ACTION COMMISSION OF
SANTA BARBARA COUNTY**

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