



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

August 16, 2022

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00730

RE: Consider recommendations regarding a Resolution for the Designation of Dignity Health dba Marian Regional Medical Center Crisis Stabilization Unit (CSU) as Lanterman-Petris-Short (LPS) 5150 Facility and First Amendment to Agreement BC 21-084 for Fiscal Years (FYs) 2021-2024, as follows:

- a) Adopt a Resolution designating Dignity Health dba Marian Regional Medical Center (Marian) (a local vendor) CSU as an LPS Welfare and Institutions Code section 5150 (5150) facility;
- b) Concur with the execution of a letter to the California Department of Health Care Services requesting approval of the County designation of Dignity Health dba Marian Regional Medical Center Crisis Stabilization Unit as an LPS 5150 facility that is substantially similar to the draft provided in;
- c) Approve and authorize the Chair to execute the First Amendment to the Agreement with Dignity Health dba Marian Regional Medical Center, BC 21-084, to add LPS 5150 services and update language for compliance with county, state, and federal requirements, with no change to the Agreement maximum of \$4,800,000.00 (\$1,600,000.00 annually), for the period of July 13, 2021 through June 30, 2024;
- d) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to provide County's written consent for Marian to subcontract its obligations under the Agreement per Section 18 of the Agreement; make immaterial changes to the Agreement per Section 26 of the Agreement; amend the staffing levels to reallocate between funding sources in the year-end cost settlement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement by the Board, subject to the Board's ability to rescind this delegated authority at any time; and
- e) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) and (b)(5) of the CEQA Guidelines.



County of Santa Barbara

BOARD OF SUPERVISORS

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August 16, 2022

A motion was made by Supervisor Williams, seconded by Supervisor Hart, that this matter be acted on as follows:

a) Adopted;

RESOLUTION NO. 22-174

b) Concurred;

c) Approved and authorized; Chair to execute;

d) Delegated; and

e) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: August 16, 2022
Placement: Administrative
Estimated Time: N/A
Continued Item: No

If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Antoinette Navarro, LMFT, Director
Director(s) Department of Behavioral Wellness, (805) 681-5220
Contact Info: Ole Behrendtsen, MD, Medical Director, (805) 681-5220
SUBJECT: Behavioral Wellness – Resolution for the Designation of Dignity Health dba Marian Regional Medical Center Crisis Stabilization Unit as Lanterman-Petris-Short (LPS) 5150 Facility and First Amendment to Agreement BC 21-084 for Fiscal Year (FY) 2021-2024

ds
AN

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Adopt a Resolution designating **Dignity Health dba Marian Regional Medical Center** (Marian) (a local vendor) **Crisis Stabilization Unit (CSU)** as a Lanterman-Petris-Short Act (LPS) Welfare and Institutions Code section 5150 (5150) facility (Attachment A);
- B. Concur with the execution of a letter to the **California Department of Health Care Services** requesting approval of the County designation of **Dignity Health dba Marian Regional Medical Center Crisis Stabilization Unit** as an LPS 5150 facility that is substantially similar to the draft provided in Attachment B;
- C. Approve and authorize the Chair to execute the First Amendment to the Agreement with **Dignity Health dba Marian Regional Medical Center**, BC 21-084, to add LPS 5150 services and update language for compliance with county, state, and federal requirements, with no change to the Agreement maximum of **\$4,800,000** (\$1,600,000 annually), for the period of July 13, 2021 through June 30, 2024 (Attachment C);

- D. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to provide County's written consent for Marian to subcontract its obligations under the Agreement per Section 18 of the Agreement; make immaterial changes to the Agreement per Section 26 of the Agreement; amend the staffing levels to reallocate between funding sources in the year-end cost settlement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement by the Board, subject to the Board's ability to rescind this delegated authority at any time; and
- E. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and are organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

Summary Text: This item is on the agenda to request the Board of Supervisors (Board) to adopt a Resolution designating Marian as an LPS 5150 facility and concur with the execution of a letter to DHCS requesting approval of the County designation of the Marian CSU as an LPS 5150 facility.

In addition, BWell requests that the Board approve and authorize the Chair to execute the First Amendment to the Agreement (BC 21-084) with Marian to provide LPS 5150 services with no change to the Agreement maximum of \$4,800,000, inclusive of \$1,600,000 per year, for the period of July 13, 2021 through June 30, 2024. Also, BWell requests to delegate to the Director of BWell or designee the authority to provide County's written consent for Marian to subcontract its obligations under the Agreement per Section 18 of the Agreement; make immaterial changes to the Agreement per Section 26 of the Agreement; amend the staffing levels to reallocate between funding sources in the year-end cost settlement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement by the Board, subject to the Board's ability to rescind this delegated authority at any time.

Background:

On June 22, 2021, the Board approved the execution of a multi-year Services Agreement with Marian for 24-hour, 7-day per week hospital-based crisis stabilization unit services. The Marian CSU is located in Santa Maria. Due to California Department of Public Health (CDPH) licensure delays, the Marian CSU has not yet open, but, once it opens, it will serve adults who present in the emergency department, are medically stabilized, and would benefit from multidisciplinary mental health evaluation and crisis services for up to 23 hours and 59 minutes.

The CSU provides a safe, short-term, voluntary emergency treatment option for individuals experiencing a psychiatric emergency or mental health crisis. Also, the Marian CSU reduces the length of time clients who present at Marian's Emergency Department (ED) in a psychiatric emergency or mental health crisis must remain in the ED. By providing timely mental health crisis stabilization services, Marian will medically clear and transfer these clients to its 8-bed CSU for crisis stabilization services lasting less than 24 hours, in accordance with California Code of Regulations (CCR), Title 9, Section 1810.210.

This First Amendment to request a LPS 5150 designation of the Marian CSU by the County is a necessary step in allowing designated staff of the Marian CSU to provide evaluation and treatment to adults with mental health disorders who have been deemed a danger to themselves or others or are gravely disabled. In order to have the Marian CSU LPS 5150 program certified by DHCS, it must be approved as a

designated LPS 5150 facility by the Board. Pending Board approval, and certification from DHCS, it is anticipated that the Marian CSU LPS 5150 program will open in August 2022

County LPS-designated facilities are mental health treatment facilities that are designated by counties for the evaluation and treatment of persons detained as a result of a mental health disorder under Welfare and Institutions Code section 5150 et seq., approved by DHCS, and licensed as a health facility as defined in subdivision (a) or (b) of Section 1250 or 1250.2 of the Health and Safety Code or certified by DHCS to provide mental health treatment. A designated facility may include, but is not limited to, a licensed psychiatric hospital, a licensed psychiatric health facility, and a certified crisis stabilization unit.

Approval of the recommended actions, will allow BWell and Marian CSU the ability to provide services to clients, who meet medical necessity for crisis services, who are both voluntary and serve clients who are involuntary, under the 5150 designation, for up to 23 hours and 59 minutes. This allow BWell to expand service and access to care in North County. There will be continuity of care between the emergency department physicians, nurses, and mental health crisis clinical and support staff as well as aftercare connectivity with the County Mental Health Plan providers and Managed Care Plan so that all clients, , will be successfully connected to healthcare follow-up.

Performance Measure:

The Program will be measured according to the following goals and outcomes:

Crisis Stabilization Unit Program Evaluation		
*This percentage is for Year 1, FY 21-22. It will be reviewed in future years with the goal of increasing the percentage of clients who discharge to a lower level of care.		
Program Goals	Outcomes	CSU (all outcomes are in %)
1. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.	A. Of those who discharged: Number (%) of clients who transition to a higher level of care (e.g., inpatient admission)	≤40
	B. Of those who discharged: Number (%) of clients who transition to a lower level of care (e.g., outpatient care)	≥60*
2. Assess client need for mental health (and/or substance use) services and community support services.	A. Outpatient Mental Health	≥90
	B. Substance Use Disorder Services	≥90
	C. Primary Care Physician	≥90
	D. Domestic Violence	≥90
	E. Elder or Dependent Adult Abuse	≥90
3. Provide client linkage to appropriate mental health (and/or substance abuse) services and community support services as demonstrated in discharge plan.	A. Outpatient Mental Health	≥90
	B. Substance Use Disorder Services	≥90
	C. Primary Care Physician	≥90
	D. Domestic Violence	≥90
	E. Dependent/elder Abuse	≥90

Contract Renewals and Performance Outcomes:

Due to California Department of Public Health (CDPH) licensure delays, Marian has yet to open the CSU. They need BWell to finalize site certification once Marian received the CDPH CSU licensure. However, Marian has been working on licensing the facility, and on staff recruitment.

Fiscal and Facilities Impacts:

There is no fiscal impact for this request.

Fiscal Analysis:

<u>Funding Sources</u>	<u>2021-2022 FY Cost:</u>	<u>2022-2023 FY Cost:</u>	<u>2023-2024 FY Cost:</u>
General Fund Discretionary Fund			
Balance	\$800,000		
State			
Federal: Medi-Cal	\$800,000	\$800,000	\$800,000
MHSA Growth/Other Local Funds		\$800,000	\$800,000
Total	\$ 1,600,000	\$ 1,600,000	\$ 1,600,000
Grand Total			\$ 4,800,000.00

Narrative: Costs incurred for crisis stabilization and LPS 5150 services provided to Medi-Cal beneficiaries under this Agreement are eligible for reimbursement with 50% federal financial participation through the Medi-Cal program; BWell is responsible for the non-federal share of costs. BWell will use funds set aside in General County Programs for BWell operations for the non-federal share of costs in FY 22-23. This will allow Behavioral Wellness to identify other appropriate ongoing sources to fund the non-federal share of costs in FY 2023-2024.

Key Contract Risks:

The County's Contractor Risk Assessment tool calculates that the proposed agreement with Marian presents a high risk. With the addition of the LPS 5150 services also creates high risk for the County. Some of the higher risk categories include the contract size (over \$500,000), the funding source (cost-reimbursed through Medi-Cal funds), Marian is using a subcontractor some of their psychiatric services, and that this agreement is with a new provider. However, in order to mitigate these potential risks, the contract is a limited term pilot with clear performance outcomes, as referenced above.

BWell Quality Care Management will initiate regular monitoring and feedback of service provision to ensure all elements of CSU operations align with Mental Health Plan (MHP) rules and regulations. The contract is cost-reimbursed with a contract maximum to ensure the billing mechanisms are utilized in accordance with MHP financial standards. Additionally, BWell staff will coordinate trainings and meet frequently with Marian to initiate this new program in order to mitigate programmatic risks in this new endeavor. The County may terminate the agreement for convenience, cause, or non-appropriation of funds. Marian may also terminate the agreement for convenience by providing 120 days' notice to the County or for non-payment by County.

Special Instructions:

Please return one (1) Minute Order and one (1) complete copy of the Agreement to Denise Morales at dmorales@sbcbbwell.org and the BWell Contracts Team at bwellcontractsstaff@sbcbbwell.org.

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Attachments:

Attachment A: Dignity Health MRMC LPS Designation Resolution

Attachment B: Dignity Health MRMC DHCS LPS Certification Letter Draft

Attachment C: Dignity Health MRMC FY 21-24 BC 21-084 AM1

Attachment D: Dignity Health MRMC FY 21-24 BC 21-084

Authored by:

D. Morales

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, **BC #21-084**, (hereafter First Amendment) is made by and between the **County of Santa Barbara** (County) and **Dignity Health dba Marian Regional Medical Center** (Contractor) for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue 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 #21-084, on July 13, 2021, for the provision of outpatient Crisis Stabilization Unit services to Santa Barbara County Medi-Cal beneficiaries experiencing a psychiatric emergency or mental health crisis for a contract maximum not to exceed \$4,800,000, inclusive of \$1,600,000 per year, for the period of July 13, 2021 through June 30, 2024; and

WHEREAS, this First Amendment adds Lanterman-Petris-Short Act (LPS) Welfare and Institutions Code section 5150 (5150) services and updates language for compliance with county, state, and federal requirements with no change to the contract maximum of \$4,800,000 (\$1,600,000 annually) for the period of July 13, 2021 through June 30, 2024.

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

I. Delete Section 28 (Compliance with Law) and Section 34 (Compliance with HIPAA) of the Standard Terms and Conditions and replace them 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; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and the California Department of Public Health 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, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

34. COMPLIANCE WITH PRIVACY LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-1, Section 8 (Confidentiality) and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

II. Add Section 42 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) to the Standard Terms and Conditions as follows:

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

A. Contractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. 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).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. 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.

B. 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.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

III. Delete Section 1 (Performance) of Exhibit A-1 General Provisions MHS and replace it with the following:

1. PERFORMANCE.

A. Contractor shall adhere to all applicable County, State, and Federal laws, including, but not limited to, the statutes and regulations set forth below and the applicable sections of the State Medicaid plan and waiver in the performance of this Agreement. Contractor

shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for an amendment(s) to this Agreement. Contractor's performance shall be governed by, and construed in accordance with, the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract Nos. 17-94613 and 17-94613 A01) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 7(B) of Exhibit E A1 of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 17.D (State Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract Nos. 17-94613 and 17-94613 A01), which is incorporated by this reference;
2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230(c)(2).);
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

B. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E.

IV. Add Subsection I to Section 2 (Staff) of Exhibit A-1 General Provisions MHS as follows:

2. STAFF.

I. California Department of Public Health, Public Health Officer Order, and Health Care Worker COVID-19 Vaccine Requirement.

1. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
 - a. Vaccination and boosters for staff; or
 - b. Exemption status and testing results for staff.

2. This requirement applies to all staff who are defined as “worker” under the State Public Health Officer Order and provide services under this Agreement.
3. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

V. Delete Section 8.A (Confidentiality) of Exhibit A-1 General Provisions MHS and replace it with the following:

8. CONFIDENTIALITY.

A. Contractor agrees to maintain, and agrees to require its employees, agents, and subcontractors 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; and Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

VI. Delete Subsection A.1 (No Denial of Benefits on the Basis of Protected Classification) and A.3 (No Discrimination against Handicapped Persons) of Section 14 (Nondiscrimination) of Exhibit A-1 General Provisions MHS and replace them with the following:

14. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of any ground protected under state law including race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations (parts 84 and 85 of Title 45 of the C.F.R.), as applicable.

VII. Delete Section 1 (Program Summary) and Section 4 (Clients) of Exhibit A-2 Crisis Stabilization Unit and replace them with the following:

1. **PROGRAM SUMMARY.** Contractor shall provide outpatient Crisis Stabilization Unit (CSU) services lasting less than 24 hours, in accordance with California Code of Regulations (C.C.R.), Title 9, Section 1810.210, to Santa Barbara County Medi-Cal Mental Health beneficiaries, age 18 and older, (Clients) who are experiencing a psychiatric emergency or mental health crisis, including co-morbid alcohol and other drug-induced disorders; are medically stabilized; would benefit from outpatient crisis stabilization services; and present at Contractor's Emergency Department (ED). The CSU will be designated as a Lanterman-Petris-Short Act (LPS) Welfare and Institutions Code (WIC) section 5150 (5150) facility. Contractor shall provide evaluation and treatment of Clients detained in accordance with WIC 5150 et seq. of the LPS Act. The detention of Clients shall not exceed 24 hours. (Collectively, "the Program.")
4. **CLIENTS.** Contractor shall serve adults, age 18 years and older, who are Medi-Cal Mental Health beneficiaries experiencing a mental health crisis, who either meet the admission criteria for medically necessary crisis stabilization services pursuant to 9 CCR Sections 1810.210, 1830.205, and 1830.210, or are detained as a result of a mental health disorder for evaluation and treatment pursuant to WIC 5150 et seq., and as set forth herein.
 - A. Clients may voluntarily accept Program Services at the CSU.
 - B. Clients may be detained for evaluation and treatment at the CSU if they meet criteria set forth in WIC 5150 et seq.
 - C. County assumes financial responsibility only for Medi-Cal Mental Health beneficiaries.
 - D. The length of Client stay, whether voluntary or involuntary, shall not exceed 24 hours.

VIII. Delete Subsections A and E of Section 6. (Admission Criteria) of Exhibit A-2 Crisis Stabilization Unit and replace them with the following:

6. **ADMISSION CRITERIA.** Contractor shall admit Clients to the CSU who are experiencing a mental health crisis who meet the admission criteria for medically necessary crisis stabilization services pursuant to 9 C.C.R. Sections 1810.210, 1830,205, and 1830.210 as well as clients who are involuntarily detained pursuant to WIC 5150.
 - A. The Client shall meet criteria set forth in WIC 5150 et seq. or the Client shall have one of the diagnoses enumerated in 9 C.C.R. Section 1830.205, have a significant impairment in an important area of life functioning or a reasonable probability of significant deterioration in an important area of life functioning, or, for a Client between 18 and 21 years of age, have a reasonable probability that the Client will not progress developmentally as individually appropriate, and meet each of the following intervention criteria:
 1. The focus of the proposed intervention is to address the Client's significant impairment with the expectation the intervention will significantly diminish the impairment, or prevent significant deterioration in an important area of life functioning, or for a Client between 18 and 21 years of age, allow the Client to progress developmentally as individually appropriate. (9 CCR 1830.205(b)(3).)

2. The Client's condition would not be responsive to physical health care-based treatment.

E. Inform Clients receiving Program Services verbally or in writing that:

1. Acceptance and participation in the mental health system is voluntary and shall not be considered a prerequisite for access to other community resources.
2. Clients retain the right to access other Medi-Cal or Short-Doyle/Medi-Cal reimbursable services and have the right to request a change of provider, staff persons, therapist, and/or case manager.
3. Inform involuntary Clients receiving Program Services, verbally or in writing, of their 5150 status and their rights pursuant to WIC 5150 including, but not limited to, their right to contact the County Patients' Rights Advocate.
 - a. If a Client admitted to the CSU is determined to meet 5150 criteria and a hold is written by Contractor CSU staff, Contractor shall require its CSU staff to securely send a copy of the 5150 application to the County's Patients' Rights Advocate within 24 hours of when the hold is written.

IX. **Delete Subsections B, C, J, and L of Section 7 (Services) of Exhibit A-2 Crisis Stabilization Unit and replace them with the following:**

B. Collateral. Collateral means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan, as defined in Title 9 C.C.R. Section 1810.206. 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 beneficiary, 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 beneficiary may or may not be present for this service activity.

1. A significant support person is a person, in the opinion of the client 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 of a client, legal guardians, legal representatives of a client, a person living in the same household as the client, the client's spouse, and/or the relatives of the client, as defined in Title 9 C.C.R. Section 1810.246.1.

C. Targeted Case Management. Targeted case management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services, as defined in Title 9 C.C.R. Section 1810.249. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development.

J. Linkage and Referral. Contractor shall focus the Services on wellness and recovery with the goal of providing Clients with timely and appropriate linkage to ongoing services and supports. Linkage and referrals shall include, but not be limited to, the following:

1. Adult SUD Residential Treatment services programs;
2. Alcohol and Drug Services;
3. County Behavioral Health Access Line;
4. Emergency services;
5. Initiate benefits establishment, when needed;
6. Intensive community services programs (e.g., Full Service Partnership (FSP), Strength-based Case Management, Outpatient Clinic, etc.);
7. Medical treatment;
8. "Medical Home" or primary care for those who lack this;
9. Identify and coordinate follow-up appointments with Client's Primary Care Provider when needed;
10. Mental Health Provider;
11. Notify the Client's Mental Health clinical provider of the Client's CSU admission and disposition upon discharge;
12. Shelters;
13. Transfer to LPS designated inpatient facility;
14. Transitional and permanent housing; and
15. Other needed support services.

L. Transportation.

1. Contractor shall provide Client transportation upon discharge when appropriate to ensure that successful linkage takes place.
2. Contractor shall provide Client transportation to a LPS designated inpatient facility when Client has been determined to continue to meet criteria pursuant to WIC 5150 after 23 hours and 59 minutes has been completed at the CSU.
3. If Client transportation is not provided, Contractor shall facilitate discharge transportation services for Clients including, but not limited to, providing bus passes when appropriate and/or arranging for transportation to the appropriate clinics, psychiatric hospitals, or to any other appropriate location such as the client's residence or other required facility.
4. Transportation is the financial responsibility of the Contractor and is not Mental Health Plan Medi-Cal billable under this Agreement.

X. Delete Subsection B (Assessed as 5150) of Section 8. (Disposition Criteria) of Exhibit A-2 Crisis Stabilization Unit and replace it with the following:

- B. Assessed As 5150 or Continuing to Meet 5150 Criteria.** Clients must be transferred to an appropriate treatment facility within 23 hours and 59 minutes.
1. Contractor shall seek placement first at the Santa Barbara County Psychiatric Health Facility (PHF);

2. If there are no beds available at the PHF, Contractor shall then seek placement at one of the inpatient facilities with which the County contracts to provide inpatient services; and
3. If Contractor is still unable to locate placement, the Contractor shall seek placement at the LPS 5150 designated facility closest to the County.

XI. Add Subsections P and Q to Section 9 (Staffing Requirements) of Exhibit A-2 Crisis Stabilization Unit as follows:

- P. Contractor shall make all reasonable efforts to ensure there is at least one staff member on site at the CSU at all times that is LPS-designated to write 5150 holds.
- Q. Contractor CSU staff who are licensed as an RN, LCSW, LMFT, LPCC, LPT, Nurse Practitioner, Physician Assistant, or Psychiatrist may request to be trained and designated by BWell to write 5150 holds. Only BWell or designated Contractor CSU staff may write 5150 holds at the CSU facility.
 1. BWell crisis staff will continue to evaluate and write 5150 holds in the Marian Emergency Department.

XII. Add Subsections M-R to Section 11 (Policies and Procedures) of Exhibit A-2 Crisis Stabilization Unit as follows:

- M. Admission Criteria;
- N. Firearms Restriction and Prohibition;
- O. Homeless Discharge Plan;
- P. Patient Rights;
- Q. Tarasoff Determination; and
- R. Seclusion and Restraint Procedure.

XIII. Add Subsection M to Section 14 (Additional Requirements) of Exhibit A-2 Crisis Stabilization Unit as follows:

- M. Comply with WIC 5150 et seq.

XIV. Delete Section 1 (Performance) of Exhibit F MHP General Provisions and replace it with the following:

1. PERFORMANCE.

- A. Contractor shall adhere to all applicable County, State, and Federal laws, including, but not limited to, the statutes and regulations set forth below and the applicable sections of the State Medicaid plan and waiver in the performance of this Agreement. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for an amendment(s) to this Agreement. Contractor's performance shall be governed by, and construed in accordance with, the following:
 1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract Nos. 17-94613 and 17-94613 A01) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at

www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 7(B) of Exhibit E A1 of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 17.D (State Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract Nos. 17-94613 and 17-94613 A01), which is incorporated by this reference;

2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230(c)(2).);
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

B. Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E.

XV. Add the following Subsection J to Section 2 (Staff) of Exhibit F MHP General Provisions as follows:

1. STAFF.

J. California Department of Public Health, Public Health Officer Order, and Health Care Worker COVID-19 Vaccine Requirement.

1. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
 - a. Vaccination and boosters for staff; or
 - b. Exemption status and testing results for staff.
2. This requirement applies to all staff who are defined as "worker" under the State Public Health Officer Order and provide services under this Agreement.
3. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

XVI. Delete Section 8 A. (Confidentiality) of Exhibit F MHP General Provisions and replace it with the following:

8. CONFIDENTIALITY.

A. Subcontractor, its employees, agents, or sub-subcontractors 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 Section 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; and Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85 and Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

XVII. Delete Subsections A.1 (No Denial of Benefits on the Basis of Protected Classification) and A.3 (No Discrimination against Handicapped Persons) of Section 14 (Nondiscrimination) of Exhibit F MHP General Provisions and replace them with the following:

14. NONDISCRIMINATION.

A. State Nondiscrimination Provisions.

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of the Agreement, Subcontractor and its Sub-subcontractors shall not deny this Agreement's benefits to any person on the basis of any ground protected under state law including race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
3. **No Discrimination against Handicapped Persons.** Subcontractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), prohibiting exclusion, denial of benefits, and discrimination against qualified individuals with a disability in any federally assisted program or activity, and shall comply with the implementing regulations Parts 84 and 85 of Title 45 of the C.F.R., as applicable.

XVIII. Effectiveness. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, 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.

XIX. Execution of Counterparts. This First Amendment 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 the Agreement for Services of Independent Contractor between the County of Santa Barbara and Dignity Health dba Marian Regional Medical Center.

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

COUNTY OF SANTA BARBARA:

By: Joan Hartmann
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 8-16-22

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Sheila da Guerna
Deputy Clerk
Date: 8-16-22

CONTRACTOR:
DIGNITY HEALTH DBA MARIAN
REGIONAL MEDICAL CENTER.

By: Sue Andersen
Authorized Representative
Name: Sue Andersen
Title: President
Date: 8/3/2022

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: Jessica Martinez
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: Robert Geis
Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: Antonette "Toni" Navarro
Director

APPROVED AS TO INSURANCE FORM:
GREG MILLIGAN, ARM
RISK MANAGER, DEPARTMENT OF RISK
MANAGEMENT

By: Greg Milligan
Risk Manager