

**FOURTH AMENDMENT TO STANDARD CONTRACT
BETWEEN COUNTY OF SOLANO AND A BETTER WAY**

This Fourth Amendment ("Fourth Amendment") is made on Oct. 25, 2016, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and A Better Way ("Contractor").

1. Recitals

- A. The parties entered into a Contract dated August 1, 2014 (the "Contract"), in which Contractor agreed to provide prevention and early intervention for school-age youth.
- B. The County amended the Contract ("First Amendment") dated April 7, 2015 to modify the Fiscal Year 2014-2015 Budget of the Contract by \$202,859 to a grand total of \$1,168,859.00.
- C. The County amended the Contract ("Second Amendment") dated January 26, 2016 to modify the Scope of Work and the Fiscal Year 2015-2016 Budget of the Contract by \$450,000 to a grand total of \$1,618,859.00.
- D. The County amended the Contract ("Third Amendment") dated June 14, 2016 to modify the Scope of Work and the Fiscal Year 2016-2017 Budget of the Contract by \$600,000 to a grand total of \$2,218,859.
- E. The County now needs to modify the Scope of Work and the Fiscal Year 2016-2017 Budget of the Contract.
- F. This Fourth Amendment represents an increase of \$525,000 of the Contract.
- G. The parties agree to amend the Contract as set forth below.

2. Agreement

A. Amount of Contract

Section 3 is deleted in its entirety and replaced with: "The maximum amount of this Contract is \$2,743,859."

B. Scope of Work

Exhibit A-2 is deleted in its entirety and replaced with the Scope of Work attached to and incorporated by this reference as Exhibit A-3.

C. Budget

Exhibit B-1-4 is deleted in its entirety and replaced with Exhibit B-1-6.

3. Effectiveness of Contract

Except as set forth in this Fourth Amendment, all other terms and conditions specified in the Contract remain in full force and effect.

COUNTY OF SOLANO, a Political
Subdivision of the State of California

By Birgitta E. Corsello
Birgitta E. Corsello
County Administrator

APPROVED AS TO FORM

By Benedetta C. Lyy
County Counsel

CONTRACTOR

By Roger A. Ailshie, CFO
SHAHNAZ MAZANDARANI, CEO

APPROVED AS TO CONTENT

By Gerald R. Huber
Gerald R. Huber, Director
Health and Social Services Department

EXHIBIT A-3 **SCOPE OF WORK**

CONTRACT DESCRIPTION

Contractor shall implement the Prevention and Early Intervention School Age Program as outlined in the Solano County Mental Health Services Act (MHSA) FY 14-17 Three –Year Integrated Plan. Contractor shall provide primarily school-based prevention and early intervention services to youth ages 6-18. Contractor shall make every effort to serve students in low-income areas, and schools with high percentages of traditionally underserved populations including but not limited to: youth and families served by the criminal justice system; and Latino, Filipino, Pacific Islander, and Lesbian, Gay, Bi-Sexual, Transgender, and Questioning (LGBTQ) populations. Contractor shall solely dedicate a full-time Mental Health Clinician to be co-located at the Sullivan Interagency Youth Services Center to provide mental health services to school-aged youth who are involved in the juvenile justice system.

A. WORK ACTIVITIES AND PERFORMANCE MEASURES.

Contractor shall be responsible for the following:

Targeted Prevention Strategies:

Prevention Strategy 1: Training and consultation to School Personnel

Contractor will provide at least 22 trainings per year to Solano County schools, with a minimum of two trainings provided at the Sullivan Interagency Youth Services Center.. The focus of trainings will be to help school personnel understand the importance of effective trauma-informed screening, signs that a child or youth may be exhibiting signs of having been effected by trauma or another mental health condition and identify effective supports and responses. It will provide follow-up consultation to each school according to need.

Performance Measures:

1. 100% of trainees will complete Pre-Training questionnaire and Post-Training assessment of learning related to the topic area of the training.

Prevention Strategy 2: Parent Engagement and Training

Contractor will offer at least 18 trainings or engagement activities per year to parents of Solano County schools aged children (6-18), with a minimum of one training/engagement activity provided to parents of children accessing services through the Sullivan Interagency Youth Services Center. Training will consist of support and skills-development to help parents understand and respond to their children's social/emotional needs and behaviors. Engagement activities include but are not limited to the creation and disbursing of written materials on mental health and social/emotional topics to parents.

Performance Measures:

1. 100% of trainees will complete Pre-Training questionnaire and Post-Training assessment of learning related to the topic area of the training.

Prevention Activity 5: Linkage to Care

Contractor shall either offer treatment services or make a referral to another provider for all children/youth in need of mental health services. Linkage services to include:

1. For children/youth determined to be high risk and in need of a higher level of care, Contractor shall refer to an appropriate provider (Solano County Mental Health, FSP Program, other insurance, etc.) in a timely manner.

2. For children/youth determined to be lower risk but could benefit from other community services and supports, Contractor shall refer to an appropriate program that will meet the needs of the child/youth and/or their parents/caregivers.

Performance Measures:

1. 100% of children identified needing additional services shall receive referral and linkage services.
2. Data to be collected on successful linkages to care, including intensive care, alternate care, or care provided through an insurance plan as measured by the referred client attending an appointment at the referral agency or service. Measure of success will be measured by attendance at first scheduled appointment with provider.

Early Intervention Strategies:

Early Intervention Strategy 1: Short Term Treatment Services Contractor will assess a minimum of 170 students for mental health and socio/emotional needs, with the dedicated Sullivan Interagency Youth Services Center clinician assessing a minimum of 12 clients of the juvenile justice diversion program. A minimum of 148 students assessed having a mental health or socio/emotional need will receive Short-Term Targeted Individual/Group Therapy Services over the course of the year; with the dedicated Sullivan Site Campus clinician providing treatment services for a minimum of 10 clients in the juvenile justice diversion program Evidence Based Practices which will be utilized (depending on need) are:

1. Trauma-Focused Cognitive Behavioral Therapy (TF-CBT)
2. Traditional Cognitive Behavioral Therapy (CBT)
3. Cognitive Behavioral Therapy for Trauma in Schools (CBITS)
4. Attachment, Regulation and Competency (ARC)

Performance Measures:

1. At least 148 students between the ages of 6-18 who are assessed as at highest risk will receive mental health treatment onsite at school, and/or home as appropriate.
2. At least 75% of the 148 students receiving mental health services will show improvement in at least one domain on the CBCL and/or CANS at 6 months (or at discharge if sooner).

B. GENERAL ACTIVITIES

- a. Provide mental health services that are strengths-based, person-centered, safe, effective, timely and equitable; supported by friends and the community; with an emphasis on promoting wellness and recovery.
- b. Ensure that service frequency is individualized and based upon the need of each client.
- c. Provide culturally and linguistically appropriate services to meet the needs of individualized clients.
 - i. Utilize bilingual staff or a translation service, based on the preferred language of the client/parent/caregiver in order to provide linguistically appropriate services. Spanish is the Solano County threshold language therefore the Contractor is encouraged to employ bilingual staff but must provide and pay for translation services for monolingual Spanish speaking consumers and parents/caretakers. This may include American Sign Language (ASL).
 - ii. Provide informational materials that have been translated to meet the linguistic needs of all Spanish speaking clients. Spanish is the Solano County threshold language therefore all informational materials must be provided in Spanish as well as English.

- d. Make coordination of service care an integral part of service delivery which includes providing education and support to parents/caretakers as well as consulting with community partners including but not limited to school staff, other mental health providers, etc.
- e. Maintain documentation/charting according to industry standards. For all clients entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Title 9 regulations.
- f. Ensure that clinical services are provided by licensed, registered or waived clinicians or trained support counselors.
- g. Supervise unlicensed staff in accordance with Medi-Cal and the California State Board of Behavioral Sciences guidelines and regulations. Ensure that upon receiving written referral, contact client within 3-5 business days and offer an assessment within 10 business days. In the event that this timeline cannot be met:
 - i. Contractor will notify the appointed Contract Manager or the County designee within two (2) business days.
 - ii. For clients with Medi-Cal insurance who will be served under the MHP a Notice of Action E will be utilized in accordance with the MHP guidelines.
- h. The Child Adolescent Needs & Strengths (ages 3-21) assessment and outcomes instrument shall be used with all County clients at the required intervals of initial assessment, 6 month intervals, and discharge from treatment. Primary Service Coordinators and Treatment planning teams shall use CANS assessment data to determine treatment progress, areas of focus and support continued need for treatment or for treatment reduction or discharge. The Primary Service Coordinator shall be responsible for completing these instruments and shall consult with other ancillary treatment providers as required by the administration protocol and/or sound clinical practice.
- i. Per Title 9 CCR Section 3560.010 Contractor shall collect and report to County MHSA all required MHSA PEI demographic data including age, sexual orientation, gender, race and ethnicity in order to collect reliable information to stakeholders, County and the State with respect to differences in access, penetration and outcomes across a number of groups. The collection of this data will include outreach and prevention activities as well as early intervention activities. Contractor to collect demographics for:
 - i. Participants of prevention activities including trainings, support groups, outreach events, etc.
 - ii. Consumers served in early intervention programs
- j. Include in all media related to the scope of work of program funded activities by this Contract and provided to the public, a reference to the Solano County Board of Supervisors, Health and Social Services and the Mental Health Services Act as the sponsors and funding source. When logos are used on your material please include a copy of the County Seal as well as the MHSA logo. These materials will be made available to you at your request.
- k. Participate in County Mental Health Services Act (MHSA) planning activities as requested.

C. REPORTING AND ADDITIONAL MEASURES:

- a. Collect, compile and submit monthly MHSA client demographic data by the 15th of each month unless granted an extension by the County Contract Monitor.
- b. Collect, compile and submit client data into bi-annual reports.
 - i. Contractor shall provide a bi-annual report to the County Project Manager and include at least one Evidence-Based Practice (EBP) with a validated measurement tool as a measure of program efficacy for each Prevention Activity and Early Intervention Treatment Approach. Other measures may also be included in addition to the validated measure.
- c. Prepare an annual evaluation of program activities, by 7/15/2017 including aggregated data and narrative reports on client progress. The following information should be included:
 - i. Compilation of all annual data
 - ii. Narrative of collaborative aspects of the program, if applicable
 - iii. Agreed upon client outcomes and benchmarks for success
 - iv. Any challenges or barriers to the provision of services
 - v. Recommendations for improvement of service delivery
- d. Meet with County Contract Monitor on at least a quarterly basis to assess program demographic and outcome data, monitor progress of clients discuss challenges, barriers, successes, assess fiscal status, and identify recommendations for program improvement.
- e. General Measures
 - i. Number of individuals served
 - ii. Number of services provided
 - iii. Hours of service
 - iv. Unduplicated count in each Prevention Activity or Early Intervention Treatment Approach
 - v. Unduplicated count in all programs combined
 - vi. CANS outcome scores will be reported to monitor as part of the bi-annual reporting process.
 - vii. Collect and submit demographic data for all clients served as required by Mental Health Services Act Prevention and Early Intervention Regulations Section 3560.010 which was established into law in October 2015 expanding demographics collected:
 1. Age Groups:
 - a. 0-15 (children/youth)
 - b. 16-25 (transition age youth)
 - c. 26-59 (adults)
 - d. 60+ (older adults)
 - e. Number of respondents who declined to answer the question or provide the demographic information requested
 2. Race by the following categories:
 - a. American Indian or Alaska Native
 - b. Asian
 - c. Black or African-American
 - d. Native Hawaiian or other Pacific Islander
 - e. White
 - f. Other

- g. More than one race
 - h. Number of respondents who declined to answer the question or provide the demographic information requested
 - 3. Ethnicity by the following categories:
 - a. Hispanic or Latino as follows:
 - i. Caribbean
 - ii. Central America
 - iii. Mexican/Mexican-American/Chicano
 - iv. Puerto Rican
 - v. South American
 - vi. Other
 - vii. Number of respondents who declined to answer the question or provide the demographic information requested
 - b. Non-Hispanic or Non-Latino as follows:
 - i. African
 - ii. Asian Indian/South Asian
 - iii. Cambodian
 - iv. Chinese
 - v. Eastern European
 - vi. European
 - vii. Filipino
 - viii. Japanese
 - ix. Korean
 - x. Middle Eastern
 - xi. Vietnamese
 - xii. Other
 - xiii. Number of respondents who declined to answer the question or provide the demographic information requested
- 4. Primary Languages used listed by threshold languages for the individual county:
 - a. English
 - b. Spanish
 - c. Other
 - d. Number of respondents who declined to answer the question or provide the demographic information requested
- 5. Sexual orientation:
 - a. Gay
 - b. Lesbian
 - c. Heterosexual or Straight
 - d. Bisexual
 - e. Questioning or unsure of sexual orientation
 - f. Queer
 - g. Another sexual orientation
 - h. Number of respondents who declined to answer the question or provide the demographic information requested

6. Disability, defined as a physical or mental impairment or medical condition lasting at least six months that substantially limits a major life activity, which is not the result of a severe mental illness.
 - a. If replies “yes”, report the number that apply in each domain of disability(ies):
 - i. Communication domain separately by each of the following:
 - (a) Difficulty seeing
 - i. Difficulty hearing, or having speech understood
 - ii. Other (specify)
 - ii. Mental domain not including a mental illness (including but not limited to a learning disability, developmental disability, dementia)
 - iii. Physical/mobility domain
 - iv. Chronic health condition (including but not limited to, chronic pain)
 - v. Other (specify)
 - b. Number of respondents that indicated “no disabilities.”
 - c. Number of respondents who declined to answer the question or provide the demographic information requested
7. Veteran Status
 - a. Yes
 - b. No
 - c. Number of respondents who declined to answer the question or provide the demographic information requested
8. Gender
 - a. Assigned sex at birth
 - i. Male
 - ii. Female
 - iii. Number of respondents who declined to answer the question or provide the demographic information requested
 - b. Current gender identity
 - i. Male
 - ii. Female
 - iii. Transgender
 - iv. Genderqueer
 - v. Questioning or unsure of gender identity
 - vi. Another gender identity
 - vii. Number of respondents who declined to answer the question or provide the demographic information requested

D. QUALITY IMPROVEMENT ACTIVITIES

- a. Develop policies and procedures (P&P's) for client admissions, treatment, and discharge. Final P&P's must be approved by the County and reviewed and approved at the time of site certification and recertification.
- b. Contractor shall adopt and post in a conspicuous place a written policy on patient rights in accordance with California Code of Regulations, title 22, section 70707, California Welfare and Institutions Code section 5325.1 and 42 Code of Federal Regulations.
- c. Develop and maintain internal quality assurance/improvement processes to include:
 - 1) Supervisor review of new staff members' clinical documentation for at least 3 months from date of hire;
 - 2) Supervisor review of clinical documentation for any staff who have been identified as needing additional support;
 - 3) Perform internal utilization reviews at least quarterly for a relevant sample size as indicated by the timeframe reviewed. Contractor can utilize either supervisory or peer reviewers provided a universal tool is used.
 - 4) If providing medication support services/prescribing medication, Contractor will implement a medication monitoring process.
- d. Participate in the County Quality Improvement concurrent review process which currently includes submission of:
 - 1) Initial clinical documentation (completed within 60 days of a client being admitted to the Mental Health Plan): Intake Assessment, initial Client Service Plan, Service Authorization and selected progress notes required by QI (assessment and plan development notes)
 - 2) Periodic Updates: Assessment Updates, Client Service Plan Addendums, and Service Authorizations which could include addition of new services and/or new reporting units to provide services to a consumer;
 - 3) Annual clinical documentation: Client Assessment Update, Client Service Plan, Service Authorization and selected progress notes required by QI (assessment and plan development notes).
 - i. Documentation submission should be timely and within 2- 5 business days of the documentation being completed by the clinician.
 - ii. Contractor to ensure that QI requested corrections are turned around within 5 business days of the request.
- e. Participate in the County's annual utilization review audit process. This audit process may include a clinical chart review for MHSA clients not entered into Avatar EHR or SCMH QI full audit process for all clients entered into Avatar EHR.
 - 1) Once notified which charts/records will be reviewed Contractor shall prepare the documentation for review;
 - 2) Provide a private space for the reviewers to conduct the review;
 - 3) Once the final Audit Report is produced the Contractor shall create a Corrective Action Plan (CAP) for items identified by County Quality Improvement and ensure that the elements of the CAP are executed.
- f. Notify County of all serious incidents or unusual occurrences affecting consumers reportable to State licensing bodies using the County's Serious Incident Reporting (SIR) form in conformance with Solano County policies and procedures.

- 1) Immediately but no more than 4 hours of a serious incident Contractor shall verbally notify County Quality Improvement of the incident.
 - 2) Fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - 3) Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - 4) Contractor shall adhere to any reasonable recommendations made by County Quality Improvement in order to avoid similar incidents in the future.
 - 5) In the event that a serious incident requires a plan of correction per State licensing and/or accrediting authority to address a sentinel event the Contractor shall provide a summary of such plans and orders to County.
- g. Adhere to the County Mental Health Plan's beneficiary problem resolution process that meets the requirements of the California Code of Regulations, title 9, section 1795 for service related issues for all Medi-Cal specialty mental health services by implementing the County of Solano Health and Social Services Department's established Mental Health Grievance/Complaint Procedure. Any problem resolution process established by Contractor shall be consistent with Solano County Mental Health Division's grievance/complaint procedure. Contractor shall:
- 1) Post notices and make available appropriate forms and other materials informing consumers of their right to file a grievance and appeal. Required materials include the following brochures: "Beneficiary Rights & Problem Resolution Guide" "Appeal Form", "Compliment/Suggestion Form", "Grievance Form", and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance and shall not retaliate in any manner against anyone who files a grievance.
 - 2) Forward all above listed Problem Resolution brochures to County Quality Improvement immediately but no longer than 24 hours.
Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding any follow up needed to investigate/resolve a grievance or problem situation.

COUNTY SHALL BE RESPONSIBLE FOR THE FOLLOWING:

1. Provide technical assistance in the form of phone consultations, site visits and meetings to address challenges in implementation and performance of the Contract.
2. Develop reporting forms not otherwise detailed in this Contract in coordination with Contractor.
3. Providing feedback on performance measures objectives in a timely manner to seek a proactive solution.
4. Providing feedback on fiscal performance and process budget modifications and contract amendments as appropriate.

EXHIBIT B-1-6
BUDGET DETAIL AND PAYMENT PROVISIONS
FY 2016 -2017

DIRECT COSTS

For Service Delivery of Contracted Services

A. Personnel Expenses				
Job Title	FTE			Total
Program Director	1.0			\$85,000
Clinical Supervisor	1.0			70,000
Clinicians	9.78			547,680
Admin Assistant	1.0			40,000
Total Salaries	11.0			742,680
Total Fringe Benefits (30.0%)				222,804
Total Personnel Expenses (Salaries + Fringe Benefits)				965,484

B. Operation Expenses			
Line Item			Total
Rent & Utilities			59,133
Office Expense & Material			38,000
Telephone & Communication			14,000
Travel			22,000
Insurance			11,500
Quality Insurance			96,580
Program Expense			57,929
Facility & IT Expense			42,997
Total Operation Expenses			342,139

C. Indirect Expenses			
	%		Total
Administration	11.5%		150,377
Total Indirect Expenses			150,377

TOTAL BUDGET	\$1,458,000
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