FIRST AMENDMENT TO STANDARD CONTRACT BETWEEN COUNTY OF SOLANO AND SENECA CENTER

This First Amendment is made on February 14, 2018, between the COUNTY OF SOLANO, a political subdivision of the State of California ("County") and Seneca Center ("Contractor").

- 1. Recitals
 - A. The parties entered into a contract dated July 1, 2017 (the "Contract"), in which Contractor agreed to implement a Full-Service Partnership (FSP) for transition age youth for Solano County.
 - B. The County now needs to modify the Scope of Work and Budget of the Contract.
 - C. This First Amendment represents an increase of \$347,899 of the Contract.
 - D. 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 \$912,253."

B. Scope of Work

Exhibit A is deleted in its entirety and replaced with the Scope of Work attached to and incorporated by this reference as Exhibits A-1 and A-2.

- C. Budget
 - Exhibits B-1 and B-2 are deleted in its entirety and replaced with the Budget attached to and (1)incorporated by this reference as Exhibits B-1-1 and B-2-1.
 - Exhibit B is amended to delete all references to Exhibits B-1 and B-2 and replaced with (2)Exhibits B-1-1 and B-2-1.

By

Bv

3. Effectiveness of Contract

Except as set forth in this First 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

03/20/2018 Biraitta Corsello 08:44 PM EDT By

Birgitta E. Corsello County Administrator

APPROVED AS TO FORM

02/22/2018 Bernadette 04:47 PM EST

County Counsel

By Curry

CONTRACTOR

Katherine West

02/20/2018 05:03 PM EST

Katherine West, Chief Operating Officer

APPROVED AS TO CONTENT

Gerald Huber

02/22/2018 03:25 PM EST

Gerald R. Huber, Director Health and Social Services Department

EXHIBIT A-1 SCOPE OF WORK

I. PROGRAM DESCRIPTION

Seneca Family of Agencies, a California non-profit corporation ("Contractor") will provide the Transition Age Youth (TAY) Full Service Partnership (FSP) services for the County of Solano, a political subdivision of the State of California (the "County"). The program is designed to serve youth, ages 16-25, who have been diagnosed with a severe mental illness and would benefit from an intensive service program. Services will consist of a multi-disciplinary team of mental health clinicians, mental health support counselors, psychiatrists, and peer/family support counselor. In addition to serving TAY consumers, Contractor will provide FSP level services for the Commercially Sexually Exploited Children/Youth (CSEC) specialty population, ages 10-25 years old in Solano County. This program is provided in conjunction with sub-contractor First Place for Youth who provides a transitional housing program for youth which includes educational and vocational support.

The Transition Age Youth Full Service Partnership program is outlined in the Solano County Mental Health Services Act (MHSA) Integrated Three-Year Plan for Fiscal Year 2017/18. The expansion of contract to serve CSEC children/youth is included in the FY 2017/18 MHSA Annual Update.

II. CONTRACTOR RESPONSIBILITIES:

1. PROGRAM SPECIFIC ACTIVITIES

- A. Contractor will provide Full Service Partnership intensive services to 40-60 unduplicated youth per FY (prorated based on date amendment becomes effective).
- B. Services are provided Monday Friday 8:30am to 5pm, in addition to a support line service offered to all consumers for after hours and weekend support 24/7, 365 days of the year.
- C. Caseloads will not exceed 1 FSP staff to 15 client ratio.
- D. In collaboration with the County ensure that all Full Service Partners meet the eligibility criteria as outlined in California Welfare and Institutions Code section) 5600 (a), (b) and (c). and California Code of Regulations (Cal. Code Regs.), title 9, section 3621.05.
- E. Program Referrals will be determined in collaboration with the Transitions in Care (TIC) Committee held weekly in collaboration with the County and other mental health service providers.
 - 1. Contractor designee will attend the Youth-Transitions in Care (Y-TIC) weekly meeting, and the Adult Transitions in Care (TIC) meeting as requested when a TAY client is being presented in order to review potential referrals for FSP level services.
 - 2. Contractor will be prepared to report capacity of the program during the TIC meeting.
 - 3. Contractor will accept appropriate referrals during the TIC meeting and assign the case within (3) business days of the meeting.
 - 4. Contractor will work collaboratively with the referring party to secure the necessary chart documentation including the intake assessment, most current assessment, current treatment plan, service authorization, etc. as determined by County Quality Improvement.
- F. For referrals involving CSEC Youth, referrals do not have to be presented through the TIC meetings. Referrals may come directly from Solano County Child Welfare Services, local law enforcement, Solano Probation, County TAY homeless outreach clinician, or providers from

the County Mental Health Plan (MHP) to include other contractors under the Mental Health Plan.

- G. For consumers who are already open to the MHP ensure that upon receiving written referral, contact client within 5 working days. In the event that this timeline cannot be met, the Contractor will notify the appointed the County designee within two (2) working days.
- H. Provide intensive services to include:
 - 1. Outreached and engagement with CSEC youth which may include engagement prior to determining mental health diagnosis and may include partnering with local law enforcement, Solano County Child Welfare Services, Solano County Probation, or other partners to locate and engage youth at risk for CSEC.
 - 2. Assessments and plan development
 - 3. Direct treatment (1:1 therapy, rehab services, groups, collateral support, family therapy, etc.)
 - 4. Peer counseling
 - 5. Targeted case management
 - 6. Psychiatry evaluation and medication management
 - 7. Crisis Intervention services
 - 8. FSP support services
- I. Provide or ensure linkage to medical care, substance abuse treatment, vocational rehab, educational support (as appropriate), and housing supports.
- J. When referring foster youth for psychiatry services, Contractor will follow the Psychiatric Medication Child and Family Team Meeting Protocol (See Exhibit A-1) and comply with all requirements outlined in the protocol.
- K. Contractor will work collaboratively with transitional housing sub-contractor to ensure that there is access to housing for those consumers who are determined to be eligible for the housing program.
- L. Contractor will provide peer support, daily living skills, budget management skills, problem solving skills, conflict resolution skills, symptom management skills, medication management skills, physical health care support as related to mental health condition, transportation education and support; and education and employment opportunities.
- M. Contractor will provide intensive treatment and case management services and the frequency of service shall be consistent with the County's current FSP service requirements. Any changes regarding frequency delivery shall be agreed upon with the County Contract Manager. In general FSP clients should receive 3 direct contacts per week of which at least 1 contact must be face-to-face by a member of the interdisciplinary team.
- N. Contractor will utilize the following evidenced-based treatment models, Cognitive Behavioral Therapy (CBT), Trauma-Focused CBT and Motivational Interviewing.
- O. Contractor will utilize the following assessment or screening tools:
 - 1. Child and Adolescent Strengths and Needs (CANS) or Adult Needs and Strengths Assessment Transition to Adulthood Version (ANSA-T)
 - 2. Seneca Family of Agencies CANS 97
 - 3. Seneca Family of Agencies Clinical Assessment
 - 4. Casey Family Programs Casey Life Skills Assessment
 - 5. West Coast Children's Center CSE-IT Tool (for those who identify as at-risk or active CSEC clients)
- P. Contractor will enter pre-enrollment and post-enrollment participant information into the State of California Data Collection Report (DCR), including:
 - 1. Initial "Partnership Assessment Form" to be completed at the admission to the FSP program.
 - 2. "Quarterly Assessment Form" to be completed on a quarterly basis correlating with the consumer's admission date to an FSP.

- 3. "Key Event Tracking Form" to be completed whenever there is a significant event that requires reporting. The KET is also used to discharge consumers from FSP.
- Q. The average length of services will be between 18-24 months. Any clients who require an extended length of service (beyond 24 months) will be reviewed by the Contract Manager or designee.
- R. Establish a TAY FSP Action Plan which acts as the Individual Supports and Services Plan for each person enrolled in a Full Service Partnership.
- S. Develop Crisis Management Plans or Safety Plan for each FSP client using the form or process determined in collaboration with the County.
- T. Coordinate and facilitate monthly Team Meetings in order to collaborate between providers, monitor progress toward goals and discuss any barriers to progress.
- U. Use the Seneca TAY FSP Action Plan to support and monitor progress for all clients in 5 key Life Domains: Living Situation, Income/Employment, Education, Personal Well-Being (reduction in mental health symptoms) and Community Support Network. TAY FSP Action Plans will include concrete goals and a plan for step-down to a lower level of service.

2. <u>GENERAL ACTIVITIES</u>

- 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 consumer and in accordance with the County MHP level of care system.
- C. Make coordination of service care an integral part of service delivery which includes providing education and support to consumers/family members as well as consulting with community partners including but not limited to: other mental health providers, physical care providers, schools (if appropriate), etc.
- D. Maintain documentation/charting according to industry standards. For all consumers entered into the Solano County MHP electronic health record Contractor shall adhere to documentation standards set forth by the MHP in accordance with Solano Behavioral Health trainings, practices and documentation manual.
- E. Ensure that direct clinical services are provided by licensed, registered or waivered clinicians or trained support counselors.
 - 1. Assessment activities and therapy treatment services (1:1 therapy, family therapy, and group psychotherapy) can only be provided by licensed or registered clinicians.
 - 2. "Other Qualified Providers", such as mental health specialist level staff, are authorized to bill for Medi-Cal reimbursable mental health services, such as targeted case management, rehabilitative services, collateral, or plan development.
 - 3. If Contractor employs staff with less education than a BA in a mental health or social work field, and less experience than 2 years in a mental health related field, the Contractor will provide and document training around any service activity for which the staff will be providing.
- F. Contractor shall supervise unlicensed staff in accordance with Medi-Cal and the applicable California State Board guidelines and regulations.
- G. The Child Adolescent Needs & Strengths (CANS) (ages 3-21) assessment or Adult Needs & Strength Assessment (ANSA) (ages 18+) outcomes instrument shall be used with all County consumers at the required intervals of initial assessment, 6 month intervals, and discharge from treatment. Primary Service Coordinators and Treatment planning teams shall use CANS/ANSA assessment data to determine treatment progress, areas of treatment 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.

- H. Participate in County Mental Health Services Act (MHSA) planning activities as requested to include the MHSA Partner meeting, stakeholder planning meetings, etc.
- I. 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.

3. <u>PERFORMANCE MEASURES</u>

- A. Serve a minimum of 40 unduplicated TAY clients in a fiscal year (deliverable to be pro-rated based on date amendment is effective).
- B. At least 75% of clients will have achieved or partially achieved at least one mental health treatment goal.
- C. At least 75% of clients will experience a reduction in hospitalization and/or criminal justice involvement throughout treatment, as compared pre-treatment assessment data.
- D. 60% or more of the CSEC youth served will demonstrate a reduction in risk factors based on the CANS-CSEC module (age 18 & under) or ANSA-T CSEC-related risk behavior ratings (age 19+), depending on the client's age.
- E. At least 70% of clients will achieve and/or maintain stable housing.
- F. At least 75% of client's will improve their knowledge, understanding, and skills associated with independent living tasks and responsibilities, as evidenced by increased scores on a skill-based assessment tool.

4. <u>REPORTING REQUIREMENTS</u>

- A. Enter all required data into the Department of Health Care Services, Data Collection and Record Keeping System within 90 days of collection as required in CCR, title 9, section 3530.30 including:
 - 1. Partnership Assessment Forms
 - 2. Key Event Tracking
 - 3. Quarterly Reports
- B. Collect, compile and submit monthly MHSA agreed upon contract deliverables and client demographic data by the 15th of each month unless granted an extension by the County Contract Manager or designee.
 - 1. Submit the monthly Service Delivery Reporting Form which includes:
 - a. Number of unduplicated individuals served.
 - b. Number of services provided per specific program activities.
 - c. Unduplicated count of consumers served in each program activity.
 - 2. Submit the monthly Demographic Report Form to include demographic categories determined by MHSA regulations which include:
 - a. Age group
 - b. Race
 - c. Ethnicity
 - d. Primary Languages
 - e. Sexual orientation
 - f. Gender assigned sex at birth
 - g. Current gender identity
 - h. Disability status
 - i. Veteran status

- C. Prepare a biannual and annual evaluation of program activities, submitted by January 15th and July 15th of each contract year including aggregated data and narrative reports on program deliverables. The following information should be included:
 - 1. Compilation of all biannual/annual data
 - 2. Narrative of collaborative aspects of the program, if applicable
 - 3. Agreed upon client outcomes and benchmarks for success
 - 4. Any challenges or barriers to the provision of services

5. <u>CONTRACT MONITORING MEETINGS</u>

Meet with County Contract Manager on a quarterly basis to assess program demographic and outcome data, monitor client progress, discuss challenges, barriers, successes, and recommendations for program improvement.

6. PATIENT RIGHTS

- A. Patient rights shall be observed by Contractor as provided in Welfare and Institutions Code section 5325 and Title 9 of the California Code of Regulations, HITECH, and any other applicable statutes and regulations. County's Patients' Rights advocate will be given access to clients, and facility personnel to monitor Contractor's compliance with said statutes and regulation.
- B. Freedom of Choice: County shall inform individuals receiving mental health services, including patients or guardians of children/adolescents, 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 services.
 - 2. They 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.

7. <u>CULTURAL COMPETENCE</u>

Contractor shall ensure the delivery of culturally and linguistically appropriate services to consumers by adhering to the following:

- A. Contractor shall provide services pursuant to this agreement in accordance with current State Statutory, regulatory and Policy provisions related to cultural and linguistic competence as defined in California State Department of Mental Health (DMH) Information Notice No: 97-14, "Addendum for Implementation Plan for Phase II Consolidation of Medi-Cal Specialty Mental Health Services-Cultural Competence Plan Requirements," and the Solano County Mental Health Plan Cultural Competence Policy. Specific statutory, regulatory and policy provisions are referenced in Attachment A of DMH Information Notice No: 97-14, which is incorporated by this reference.
- B. Agencies which provide mental health services to Medi-Cal beneficiaries under Contract with Solano County are required to participate as requested in the development and implementation of specific Solano County Cultural Competence Plan provisions including, but not limited to:
 - 1. Develop and assure compliance with administrative and human resource policy and procedural requirements to support the hiring and retention of a diverse workforce.
 - 2. Provide culturally sensitive service provision including assurance of language access through availability of bilingual staff or interpreters and culturally appropriate evaluation, diagnosis, treatment and referral services.
- C. Provision of Services in Preferred Language:

- 1. Contractor shall provide services in the preferred language of the consumer and/or family member with the intent to provide linguistically appropriate mental health services per ACA 1557 45 CFR 92, nondiscrimination in healthcare programs. This may include American Sign Language (ASL). This can be accomplished by a bilingual clinician or the assistance of an interpreter. The interpreter may not be a family member unless the consumer or family expressly refuses the interpreter provided.
- 2. Contractor shall ensure that all staff members are trained on how to access interpreter services.
- 3. All informational materials, legal forms and clinical documents that the consumer or family member may review and/or sign shall be provided in the consumer/family member's preferred language whenever possible.
- 4. Contractor shall at a minimum provide translation of written informational materials, legal forms, clinical documents, in the County's threshold language of Spanish for Spanish-preferred consumers and/or family members.
- D. Cultural Competence Training:
 - 1. Contractor shall ensure that all staff members including direct service providers, office support, and leadership complete at least one training in cultural competency per year.
 - a. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
 - 2. Contractor shall ensure that interpretation services utilized for communications or treatment purposes are provided by interpreters who receive regular cultural competence and linguistic appropriate training. Training specifically in terms often used in the mental health field is recommended.
- E. Participate in County and agency sponsored training programs to improve the quality of services to the diverse population in Solano County.

8. QUALITY IMPROVEMENT ACTIVITIES

- A. Medi-Cal Certification:
 - 1. If the Contractor has Medi-Cal claiming programs, then Contractor will meet and maintain standards outlined on the most up-to-date DHCS Certification Protocols, as well as any standards added by the County through the most recent Behavioral Health Division policy.
 - 2. Contractor shall inform County of any changes in Contractor status, including changes to ownership, site location, organizational and/or corporate structure, program scope and/or services provided, Clinical Head of Service.
 - a. Contractor will communicate any such changes within 60 days to County Quality Improvement, utilizing the most up-to-date version of the *Solano County Behavioral Health Division Medi-Cal Certification Update Form.*
 - 3. Per DHCS requirements, Contractor shall establish hours of operation to serve Medi-Cal consumers that are the same as those hours for serving non-Medi-Cal clients.
- B. Staff Credentialing:
 - 1. All Contractor staff providing services that are entered into the County billing and information system must have their names and other required information communicated to County Quality Improvement using County Staff Master form.
- C. Access:

- 1. Ensure that upon receiving written referral or request for service, Contractor will contact consumer within 3-5 business days and offer an assessment within 10 business days. In the event that this timeline cannot be met:
 - a. Contractor will notify the appointed County Contract Manager or the County designee within two (2) business days.
 - b. For consumers 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.
- 2. Contractor will forward confirmation of all consumer intakes, not initially referred from the County, to the County's Access unit.
- 3. Contractor will provide staff to work with County Quality Improvement to make multiple (no less than four) test calls for the County business and after-hours access telephone line, during one month per fiscal year.
- D. Contractor shall maintain medical records in such a manner that all required documentation for every consumer is stored in the secure Medical Record. Additionally, documentation will be completed with an emphasis on both timeliness and clinical accuracy, in order to establish medical necessity for all specialty mental health services provided by the Contractor, as outlined in Solano County Behavioral Health Quality Improvement documentation trainings and manual.
 - 1. Only one assessment and treatment plan covering the service authorization period is necessary to justify medical necessity for services. If another program is the Primary Service Coordinator and has completed an assessment and treatment plan, Contractor will utilize the already completed documentation to establish medical necessity for treatment, or complete a brief update to any area in need of supplemental information.
 - 2. Required documentation includes, but is not limited to, the following:
 - a. Informing Materials
 - b. Clinical Behavioral Health Assessment
 - c. Consumer Treatment Plan
 - d. Service Authorization
 - e. General Consent for Treatment
 - f. Medication Consent
 - g. Authorizations to Release Medical Records
 - h. Acknowledgement of Receipt of Notice of Privacy Practices
 - i. Notices of Action (if applicable, must be sent to Quality Improvement within 5 business days)
- E. Concurrent Review:
 - 1. Contractor shall coordinate with County Quality Improvement, when requesting service authorization for a client, to provide an Assessment, Consumer Treatment Plan, Service Authorization, and any other relevant documents deemed necessary by County prior to authorizing services.
 - 2. Contractor will respond to County Quality Improvement's request for clinically amended documentation and resubmit documentation within 5 business days of receiving request.
- F. Problem Resolution:
 - 1. Contractor shall adopt and implement the County Health and Social Services Department, Behavioral Health Division's Problem Resolution process.
 - a. The County Problem Resolution process includes Grievance, Appeal, and Expedited Appeals, as stipulated in County policy ADM141 Beneficiary Problem Resolution Process – Grievances, ADM136 Beneficiary Problem Resolution Process—Mental Health Services Act Issues, ADM142 Beneficiary Problem Resolution Process – Appeals, ADM143 Beneficiary

Problem Resolution Process – Expedited Appeals, ADM132 Request to Change Service Provider, and AAA210 Beneficiary Right of a Second Opinion.

- 2. Contractor duties regarding Problem Resolution include, but are not limited to, the following:
 - a. Contractor shall post County notices and make available County 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", "Mental Health Service Act Issues Form" and the "Request to Change Service Provider". Contractor shall aid consumers in filing a grievance when requested and shall not retaliate in any manner against anyone who files a grievance.
 - b. Contractor shall forward all Problem Resolution Process brochures written and completed by or on behalf of a consumer of the MHP to County Quality Improvement, immediately but no later than 24 hours from receipt, whether or not Contractor has resolved the problem.
 - c. Contractor shall communicate and collaborate directly with the County Quality Improvement Problem Resolution Coordinator to provide any additional information needed regarding any follow up actions to investigate/resolve the problem identified through the problem resolution process.
- G. Serious Incident Reports (SIRs):
 - 1. Contractor will communicate the occurrence of serious incidents to the County by completing an official County Serious Incident Report form following the process outlined in County policy *ADM-1.10 Serious Incident Reporting*, including but not limited to the following:
 - a. Contractor shall verbally notify County Quality Improvement immediately but no later than 4 hours after a serious incident.
 - b. Contractor shall fax the written SIR to County Quality Improvement within 24 hours of the incident or sooner.
 - c. Contractor shall communicate directly with the County Quality Improvement designee to provide any additional information needed regarding the reported incident.
 - d. Contractor and County Behavioral Health Administration/Quality Improvement shall discuss and develop recommendations to achieve more desired outcomes in the future.
 - e. Data breaches or security incidents are required to be reported to both County Quality Improvement and County Health and Social Services Compliance Unit concurrently immediately upon discovery and no later than 24 hours.
- H. Contractor Quality Improvement Process:
 - 1. Contractor will establish and maintain an internal agency quality improvement and quality assurance process, including but not limited to the following:
 - a. Internal Quality Improvement Work Plan The plan will set goals around Access, Timeliness, Quality and Outcomes for the Contractor and will be evaluated at least annually. A new plan will be created annually and a copy submitted to County Quality Improvement. Contractor will submit a revised plan if County determines the plan to be inadequate.

- b. Internal review of Assessments/Plans Contractor will internally review at least 25% of all Assessments and Treatment plans. A quarterly report will be sent to County Quality Improvement.
- c. Internal review of provider progress notes Contractor will internally review at least 10% of every provider's progress notes. A quarterly report will be sent to County Quality Improvement.
- d. Monitoring safety and effectiveness of medication practices If Contractor provides medication services, Contractor will establish official policy for monitoring medication practices, including operating a Medication Prescriber peer review process. Contractor policy will specifically address procedures Contractor utilizes to monitor prescribing to children and youth.
- I. Quality Improvement Committee:
 - 1. Contractor will provide a representative to participate in County quarterly Quality Improvement Committees.
 - 2. If Contractor's place of business is not located within Solano County boundaries, Contractor's representative may request to participate remotely via conference call and/or web-based interface.
- J. Annual County review of Contractor service delivery site and chart audit:
 - 1. County will engage in a site and chart review annually, consistent with practices outlined in the most up-to-date version of the County *Mental Health Utilization Review Handbook.*
 - 2. Contractor will provide all requested medical records and an adequate, private space in which for County staff to conduct the site review and chart audit.
 - 3. If Contractor operates a fee-for-service program and the chart audit results in service disallowances, County will subtract the audit disallowance dollars from a future vendor claim, once County audit report is finalized.
- K. Compliance Investigations:
 - 1. At any time during normal business hours and as often as the County may deem necessary, Contractor shall make available to County, State or Federal officials for examination all of its records with respect to all matters covered by this Agreement. Additionally, Contractor will permit County, State or Federal officials to audit, examine and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, records of personnel, information regarding consumers receiving services, and other data relating to all matters covered by this Agreement.
- L. Service Verification:
 - 1. Contractor will submit an executed copy of Contractor Service Verification Policy once created, and will provide revised policy any time policy is revised/updated.
 - 2. Contractor policy will contain measures as strict or stricter than the current County policy *QI620 Service Verification Requirements*.
 - 3. Contractor will provide evidence of following policy to Quality Improvement Service Verification Coordinator at intervals during the fiscal year as stipulated by County policy *Q1620*.
- M. Conflict of Interest Expanded Behavioral Health Contract Requirements:
 - 1. Contractor will abide by the requirements outlined in County policy ADM146 Disclosure of Ownership, Control and Relationship Information of Contracted Agencies, including but not limited to the following:
 - a. Contractor will disclose the name of any person who holds an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by the Contractor to the County.

- b. Contractor will ensure all service providers receive a background check as a condition of employment as stringent as the County background policy requirements.
- c. Contractor will require any providers or any other person within the agency with at least a 5% ownership interest to submit a set of fingerprints for a background check.
- d. Contractor will terminate involvement with any person with a 5% ownership interest in the Contractor who has been convicted of a crime related to Medicare, Medicaid, or CFR title XXI within the last 10 years.
- N. Contractor will ensure that all Contractor staff, including administrative, provider, and management staff, receive formal Compliance training on an annual basis.
 - 1. Contractor will provide evidence, including sign in sheets, training syllabi, certificates of completion, and tracking sheets based on organizational charts, of Contractor staff receiving compliance training to County Quality Improvement annually.
- O. Performance Data (1915b Waiver Special Terms and Conditions):
 - 1. Contractor will provide County with any data required for meeting 1915b Waiver Special Terms and Conditions requirements communicated by California DHCS, within the timeline required by DHCS.

9. <u>CONFIDENTIALITY OF MENTAL HEALTH RECORDS</u>

- A. Contractor warrants that Contractor is knowledgeable of Welfare and Institutions Code section 5328 respecting confidentiality of records. County and Contractor shall maintain the confidentiality of any information regarding consumers (or their families) receiving Contractor's services. Contractor may obtain such information from application forms, interviews, tests or reports from public agencies, counselors or any other source. Without the consumer's written permission, Contractor shall divulge such information only as necessary for purposes related to the performance or evaluation of services provided pursuant to this Contract, and then only to those persons having responsibilities under this Contract, including those furnishing services under Contractor through subcontracts.
- B. Contractor and staff will be responsible for only accessing consumer data from the County's electronic health record for consumers for which they have open episodes of care and for which individual staff have a specific business purpose for accessing. All attempts to access consumer data that do not meet those requirements will be considered data breaches and Contractor is responsible for reporting such breaches to County Quality Improvement and HSS Department Compliance unit immediately or within 4 hours of discovery.
- C. In the event of a breach or security incident by Contractor or Contractor's staff, any damages or expenses incurred shall be at Contractor's sole expense.

III. COUNTY RESPONSIBILITIES:

- 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. Provide training and technical assistance on the use of the Netsmart Avatar electronic health record system.
- 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.
- 5. Ensure that the FSP staff are approved for access to the DCR system.

EXHIBIT A-2 SCOPE OF WORK

PROTOCOL: PSYCHIATRIC MEDICATION CHILD AND FAMILY TEAM (CFT) MEETING

Section Contents

- 1. General Overview
- 2. Protocol
- 3. Procedures

General Overview:

A main goal of the Psychiatric Medication CFT meeting is to solicit information from team members to provide the psychiatrist with all the initial information that is required by the juvenile court and by the psychiatrist to make an accurate diagnosis and have a basis for prescribing medicine, if appropriate. If a referral for a psychiatric medication assessment is made, the decision to prescribe medication or not will be at the sole discretion of the psychiatrist.

Protocol:

This protocol describes the process to make an initial referral for a foster youth to meet with a psychiatrist for a medication assessment. The purpose of the Psychiatric Medication CFT is to discuss symptoms and behaviors that have led one or more interested parties to believe that a referral for a psychiatric medication assessment may be indicated. Conversation should not focus on diagnosis as this is not a clinical meeting. It is integral that the team, which is comprised of significant parties in the child's life, remain focused on behaviors and symptoms. Only the psychiatrist can decide whether medications are an appropriate intervention for a specific case. Given there will be a lot of discussion of difficult behaviors and symptoms, it is important to remember to talk about strengths and acknowledge the client as a whole person.

The following people can request a Psychiatric Child and Family Team Meeting:

- 1. Substitute Care Provider (SCP)
- 2. Foster Family Agency (FFA)
- 3. CWS staff
- 4. Probation
- 5. Clinician
- 6. Attorneys
- 7. Other service providers
 - a. Teachers and others may go through Social Worker or MH Clinician to request a meeting

The following people can attend a Psychiatric Child and Family Team Meeting: However, a client age 12 and over can exclude any of these participants from the CFT meeting. Due to legal reasons, CWS may also exclude some of the participants from the CFT meeting even if the client would like that person to attend.

1. Substitute Care Provider (SCP)

- 2. Foster Family Agency (FFA)
- 3. CWS staff
- 4. Probation
- 5. Clinician
- 6. CASA
- 7. Parents
- 8. Court appointed Educational Surrogate
- 9. Other service providers or important people in the client's life

Criteria for calling a meeting:

- 1. Completion of at least 4 therapy appointments with a MH clinician, or
- 2. If symptoms are considered severe the request can be made prior to 4 therapy appointments, such as recent 5150 or pending discharge from a psychiatric facility.
- 3. If foster youth is currently on medication, an appointment should be made without calling a Psychiatric Medication CFT.

Procedures:

If a request is made for a foster youth to be assessed for medication, follow these procedures:

Step	Parties	Actions	
1	SW or Clinician	Complete the "Request for Child & Family Team Meeting" form and select "Psych Meds" as the meeting type.	
2	SW or Clinician	Submit the completed form to the ICC Coordinator/Facilitator. Please note youth age 12 and older must be given an opportunity to exclude or include all participants you select to attend their meeting.	
3	ICC Coordinator or Facilitator	Will set up a meeting with the participants listed on the referral form.	
4	ICC Coordinator or Facilitator	Will ask the following questions during the meeting:1. Has the client ever been prescribed psychotropic medication in the past? If so, when, what medication and for what symptoms?	
		 Does the client have any significant medical history that the psychiatrist should be aware of that could interact with other medications, such as asthma, diabetes, high blood pressure? 	
		 Describe the client's current symptoms and behaviors, including duration in different settings, (i.e. school, home, in the community). 	
		4. What services have been offered to the client in the past six months? What has been the client's response to services (i.e. did they accept services, level of participation, has there been changes in symptoms or behaviors)?	
		5. What services will be offered to the client moving forward?	
		6. Has the client expressed any thoughts, opinions, questions or concerns about medications? Who engaged the client in the discussion and when?	
5	Clinician	Will take notes and enter the answers to the questions in step 4 into a	

		progress note in Avatar. At the top of the note, write "Psychiatric Medication CFT" in all capital letters to make it easier for the doctor to find the note. The note will be written within 3 days so that it will be available to the psychiatrist in a timely fashion. Note should include if the clinician and foster youth (age 12 and over) agrees or disagrees with the final recommendation about the medication assessment.	
6	Contracted Clinician	Since contractors do not have access to progress notes in Avatar, Contracted Clinician will complete the "Psychiatric Medication Child and Family Team Meeting Client Referral Information" form that addresses the questions in step 4.	
7	SW	SW will bring a blank copy of the JV 224 – "County Report on Psychotropic Medication" to the CFT meeting and complete the form during the meeting. If SW forgets to bring the JV 224 to the meeting, S will take notes and transfer the information from your meeting notes to TJV 224.	
8	Clinician	 If 2 or more participants in the meeting believe a referral should be made, submit "Referral for Psychiatric Assessment" form. Please note, if multiple FFA staff are present, they represent one collective vote. For the purposes of this meeting, foster parents are considered FFA staff. 	
9	Contracted Clinician	 If 2 or more participants in the meeting believe a referral should be made, submit "Referral for Psychiatric Assessment" form. Attach a copy of the completed "Psychiatric Medication Child and Family Team Meeting Client Referral Information" form to the Referral for Psychiatric Assessment so that the psychiatrist will have the answers to the clinical questions outlined in step 4. Please note, if multiple FFA staff are present, they represent one collective vote. For the purposes of this meeting, foster parents are considered FFA staff. 	
10	ICC Coordinator or Facilitator	Will develop and review the action plan, which should include interventions to address the behaviors/symptoms discussed at the meeting. Action plan should also note if the clinician and foster youth (age 12 and over) agrees or disagrees with the final recommendation about the medication assessment. Copies of the action plan will be passed out at the end of the meeting.	
11	ICC Coordinator or Facilitator	If client is prescribed medication, subsequent CFT meetings should follow up on the client's response to medication with a focus on symptoms, behaviors, and duration in different settings.	
12	Clinician	In a progress note, clinician will document the client's response to medication, including any concerns, changes in behaviors/symptoms and/or side effects.	
13	ICC Coordinator or Facilitator	If team decides <u>not</u> to make a referral for a medication assessment, coordinator will follow up in subsequent CFT meetings to discuss client's response to the alternative interventions listed on the action plan.	

14	Clinician and SW	If team decides <u>not</u> to make a referral for a medication assessment and no
		further CFT meetings are necessary, clinician and SW will monitor
		client's response to the alternative interventions outlined on the action
		plan.

Important note: If you are unsure or have a question regarding this protocol, please refer to your supervisor for further guidance.

EXHIBIT B-1-1 BUDGET DETAIL AND PAYMENT PROVISIONS July 1, 2017 to June 30, 2018

For Service Delivery of Contracted Services

A. Personnel Expenses			
Job Title	FTE	Total	
Executive Director	0.05	6,250	
Program Director	.20	18,000	
Assistant Program Director	0.10	7,318	
Program Manager	1.00	70,555	
Clinical Director	0.05	4,207	
Clinicians	2.00	116,168	
Administrator on Call	Varies	22,212	
Mental Health Counselors	2.00	85,739	
24/7 Support Line Stipend	\$50/day	18,250	
Clerical/Program Assistant	0.15	7,391	
Health Information Specialist	0.15	6,077	
Maintenance	varies	3,500	
Total Salaries	5.70	365,667	
Total Fringe Benefits (26%)		95,073	
Total Personnel Expenses (Salaries + Fring	e Benefits)	\$460,740	

B. Operation Expenses Line Item	Total
Utilities	2,988
Facility Interest	2,400
Building Depreciation and Leasehold	
Improvements	2,844
Building Maintenance and Supplies	2,724
Office Supplies	1,032
Telephone	5,880
Mileage Reimbursement	13,000
Conference & Training	444
In Service Training	576
Printing	600
Staff Recruitment	1,200
Administrator on Call supplies	588
Expendable Equipment	100
Department Equipment	864
Client Support: Clothing	1,200
Client Support: Child Transportation	1,000
Client Support: Client Housing & Supplies	36,900
Client Support: Treatment Supplies	2,000

County of Solano Standard Contract	Seneca Center 03597-18 A1 Exhibit B-1-1 Budget
Client Support: Curriculum Supplies	960
Professional Psychiatric Services	92,880
Other Contract Services	2,040
Total Operation Expenses	\$172,220

C. Indirect Expenses		
	%	Total
Total Indirect Expenses	13.5	85,450

\$1	193,843
	\$1

TOTAL BUDGET	\$912,253

EXHIBIT B-2-1 BILLING CODES FY2017/18

Avatar Service Code	Mode	Service Function Code	Description	Unit of Service
NOSHOW	15	00	Client No Show	Per minute
PRVCAN	15	00	Clinician Cancellation	Per minute
CLTCAN	15	00	Client Cancellation	Per minute
908871	15	10	Collateral	Per minute
MEDEVAL	15	60	Medication Evaluation	Per minute
			Comprehensive Medication Service	Per minute
H2010	15	60	(Physician)	Per minute
90791	15	30	Assessment	Per minute
90847	15	40	Family Therapy	
H2015	15	40	Individual Therapy	Per minute
H2017I	15	40	Individual Rehab	Per minute
H0032	15	40	Plan Development	Per minute
90853	15	50	Group Therapy	Per minute
H2017G	15	50	Group Rehab	Per minute
908876	15	50	Collateral Group	Per minute
200070	10	20	Medication Education and Support	Per Minute
H0034	15	60	(Nurse)	
H2011	15	70	Crisis Intervention	Per minute
90882	15	01	Brokerage and Placement	Per minute
99499	15	00	Non Billable Treatment Services	Per minute
T1017	15	01	Targeted Case Management	Per minute
MEDREFILL	15	60	Medication Refills	Per minute
FSP	15	00	Full Service Partnership	Per minute