

**FIRST AMENDMENT
MENTAL HEALTH ORGANIZATIONAL PROVIDER SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHANGING TIDES FAMILY SERVICES
FOR FISCAL YEARS 2018-2019 THROUGH 2019-2020**

This First Amendment to the Mental Health Organizational Provider Services Agreement, dated June 26, 2018, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, a California for-profit mental health services organization, hereinafter referred to as "PROVIDER," is entered into this 25 day of September, 2018.

WHEREAS, COUNTY, by and through its through its Department of Health and Human Services – Mental Health, desired to retain a certified Medi-Cal provider to provide certain specialty mental health services to eligible Humboldt County Medi-Cal Beneficiaries; and

WHEREAS, on June 26, 2018, COUNTY and PROVIDER entered into a Mental Health Organizational Provider Services Agreement ("Organizational Provider Agreement") regarding the provision of children's Specialty Mental Health Services, Therapeutic Behavioral Services and Intensive Home Based Services; and

WHEREAS, the parties now desire to amend certain provisions of the Organizational Provider Agreement to expand the scope of services provided thereunder to include the provision of intensive care coordination services.

NOW THEREFORE, the parties mutually agree as follows:

1. The Organizational Provider Agreement is hereby amended to delete Exhibit A – Scope of Services ("Exhibit A"), and replace it in its entirety with the modified version of Exhibit A that is attached hereto and incorporated herein by reference. The modified version of Exhibit A attached hereto shall supersede any and all prior versions thereof as of the effective date of this First Amendment.
2. The Organizational Provider Agreement is hereby amended to include the following provision regarding counterpart execution.

10.23 COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto.

3. Except as modified herein, the Organizational Provider Agreement dated June 26, 2018 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Organizational Provider Agreement, the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

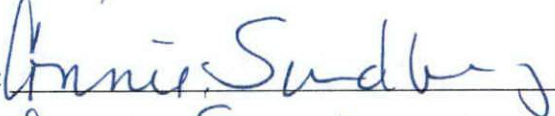
CHANGING TIDES FAMILY SERVICES:

By: 

Date: 9/4/2018

Name: Kerry Venegas

Title: Executive Director


By: 

Date: 9/4/18

Name: Connie Sundberg

Title: Family Empowerment Services Dir.


COUNTY OF HUMBOLDT:

By: 

Date: 9/25/18

Vice Rex Bohn
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 9/5/18

EXHIBIT A
SCOPE OF SERVICES
Changing Tides Family Services
For Fiscal Years 2018-2019 Through 2019-2020

The Humboldt County Department of Health and Human Services – Mental Health is responsible for providing an array of mental health, alcohol and drug related services to promote health and mental health as well as treat illness, respect consumer dignity, respond to cultural differences, utilize evidence-based practices and continually evaluate for effectiveness of services.

1. CHILD CLIENTS:

PROVIDER shall offer specialty mental health services through Early and Periodic Screening, Diagnosis, and Treatment (“EPSDT”) to full scope Humboldt County Medi-Cal Beneficiaries under twenty-one (21) years of age, referred by COUNTY, who meet the criteria for the provision of specialty mental health services and have a primary mental health disorder per the current approved Diagnostic Statistical Manual which meets the specialty mental health target population of medical necessity.

2. SPECIALTY MENTAL HEALTH SERVICES:

PROVIDER shall offer the following specialty mental health services to COUNTY clients as appropriate (see Organizational Provider Manual for definition of terms below) from July 1, 2018 to June 30, 2020. Travel and documentation time shall be included in the total service claimed.

- Assessment: Code M2538
- Individual/Family Therapy: Code M2549
- Collateral Services: Code M2513
- Group Therapy: Code M2559*
- Case Management/Brokerage: Code M2501
- Mental Health Plan Development: Code M2509
- Mental Health Rehabilitation Services: Code M2503
- Intensive Care Coordination: Code M2504

Group therapy to be computed at a per-minute service rate multiplied by the number of minutes for the group therapy session, divided by the number of clients attending such session.

3. THERAPEUTIC BEHAVIORAL SERVICES:

PROVIDER shall offer the following Therapeutic Behavioral Services (“TBS”) to COUNTY child clients as appropriate (see Organizational Provider Manual for definition of terms below) from July 1, 2018 to June 30, 2020. Such services shall include one-to-one behavioral mental health intervention used to help a child, parents, caregivers, foster parents, group home staff and school personnel learn new ways of reducing and managing challenging behaviors, and learn strategies and skills to increase the kinds of behaviors that will enable a child to succeed in their current

environment. TBS behavior coaches or specialists work intensively with a child in his or her home or community. TBS behavior coaches or specialists will, as appropriate, design, structure, model and support one-to-one interventions to modify target behaviors of concern or teach appropriate alternative behaviors, so that a child and their parents, caregivers, foster parents or group home staff can manage the child's behavior. Develop transition plans to help each child and his or her parents, caregivers, foster parents, or group home staff learn to use new skills to sustain improvements after TBS concludes. PROVIDER may bill the following services for TBS with travel and documentation included in the total service claimed:

- Mental Health Plan Development: Code M2509
- Therapeutic Behavioral Services: Code M1558

4. INTENSIVE HOME BASED SERVICES:

PROVIDER shall offer the following Intensive Home Based Services to COUNTY child clients as appropriate (see Organizational Provider Manual for definition of terms below) from July 1, 2018 to June 30, 2020. Intensive Home Based Services will be provided in accordance with the available *Medi-Cal Manual for Intensive Care Coordination, Intensive Home Based Services & Therapeutic Foster Care for Katie A. Subclass Members* maintained by the Department of Mental Health. PROVIDER may bill the following Intensive Home Based Services with travel and documentation time included in the total service claimed:

- Mental Health Plan Development: Code M2509
- Intensive Home Based Services: Code M3558

A. Components/Activities. PROVIDER will collaborate with the Child and Family Team ("CFT"). Activities will occur within the framework of the Core Practice Model, in coordination with the CFT and assigned Intensive Care Coordination ("ICC") Coordinator. PROVIDER will provide the following Intensive Home Based Services ("IHBS") to the child, family and significant support persons as authorized by the CFT:

1. Medically necessary skill-based interventions for the remediation of the behaviors or improvement of symptoms, including the implementation of a positive behavioral plan and/or modeling interventions for the child/youth's family and/or significant others to assist them in implementing the strategies.
2. Development of functional skills to improve self-care, self-regulation or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others.
3. Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and in the creation of their service plan, including, but not limited to, the mental health client plan and/or child welfare service plan.
4. Improvement of self-management of symptoms, including self-administration of medications, as appropriate.
5. Education of the child/youth and/or their family or caregiver(s) about, and how to manage, the child/youth's mental health disorder or symptoms.

6. Support of the development, maintenance and use of social networks, including the use of natural and community resources.
 7. Support to address behaviors that interfere with the achievement of a stable and permanent family life.
 8. Support to address the child/youth's behaviors that interfere with seeking and maintaining a job.
 9. Support to address the behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community.
 10. Support to address the behaviors that interfere with transitional independent living objectives such as seeking and maintaining housing and living independently.
 11. Participation in all CFT meetings for the purpose of coordinating service activities and goals for the child/youth.
 12. Development of IHBS service plans for the child/youth in collaboration with the CFT.
 13. Documentation of IHBS services provided to the child/youth according to Humboldt County Mental Health Plan ("MHP") standards and State and Federal regulations.
 14. Ongoing communication with the ICC Coordinator and other members of the CFT for the purpose of coordinating service activities and goals of the child/youth.
- B. Service Settings.** IHBS may be provided in any setting where the child/youth is naturally located, including the home (biological, foster or adoptive), schools, recreational settings, child care centers, and other community settings. IHBS shall be available wherever and whenever needed, including weekends and evenings. IHBS is typically, but not only, provided by paraprofessionals under clinical supervision. Peers, including parent partners, may provide IHBS.

IHBS may not be provided to children/youth while the child/youth is incarcerated or in a psychiatric treatment facility.

IHBS is not reimbursable when provided by day treatment intensive or day rehabilitation staff during the same time period that day treatment intensive or day rehabilitation services are being provided. Pre-authorization is required for mental health services if these services are provided on the same day that day treatment intensive or day rehabilitation services are provided.

IHBS is intended to be provided to children and youth living and receiving services in the community. Effective July 1, 2017, IHBS may be provided to Medi-Cal beneficiaries, under twenty-one (21) years of age, who are placed in group homes or short term residential treatment programs, including children/youth that are in the thirty (30) day transition period before placement into a permanent home environment to facilitate the transition during single day and multiple day visits. Certain services may be part of the child/youth's course of treatment, but may not be provided during the same hours of the day that IHBS services are being provided to the child/youth.

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These services include:

1. Day Treatment Rehabilitative or Day Treatment Intensive;
2. Group Therapy; and
3. Therapeutic Behavioral Services.

- C. **Service Authorization and Referral.** Service authorization will be consistent with the MHP process for authorizing Mental Health Services. Referrals to IHBS will be provided by COUNTY or PROVIDER and made in agreement with the CFT using the ICC Screening Form. The ICC Screening Form shall be completed by Mental Health Clinicians. All initial authorizations and any re-authorizations will occur according to the Referral & Authorization Process for IHBS policy & procedure. It is expected that the frequency, intensity and duration of IHBS will be reduced over time as goals are met.
- D. **Service Timeliness and Closure.** IHBS will begin within forty-eight (48) hours of receipt of an authorized referral containing a pre-approved schedule of hours/days developed by CFT members with PROVIDER input. Closures will occur with the approval of the CFT as goals are met.
- E. **Coordination of IHBS with Other Mental Health Services.** The coordination of IHBS with other services, including other mental health services, will be guided by the ICC Coordinator within the context of the CFT. Children/youth who are receiving IHBS are eligible for all of the other medically necessary specialty mental health services, consistent with their identified needs which meet medical necessity criteria. The MHP will consider the full array of services and the needs of the child/youth.
- F. **Katie A. Core Practice Model.** IHBS services are part of the Katie A. settlement, therefore PROVIDER will operate within the guiding principles of the Katie A. Core Practice Model as described in the *Pathways to Mental Health Services Core Practice Mode Guide*, maintained by the Department of Mental Health.

5. **AVAILABILITY:**

If a client, or a member of the client's family, indicates that it is not possible for them to participate in services on a weekday during PROVIDER's established business hours, PROVIDER shall make services available on Saturday or provide extended weekday hours upon request. The services set forth herein must be available on a year-round basis. Where PROVIDER is currently serving children in outlying communities, PROVIDER shall provide year-round services in such communities to clients, who during school breaks otherwise would be required to travel further distances or stop receiving needed services.

The PROVIDER must be available to provide IHBS on a year-round basis during the days and times when the client, the client's family and CFT determine that it is needed most, including, weekend and evening hours, as approved by the established authorization process. PROVIDER must be responsive to the changing needs of the client/family as communicated through the CFT.

6. **QUALITY ASSURANCE AND IMPROVEMENT:**

The services provided pursuant to the terms and conditions of this Agreement shall be designed to benefit COUNTY clients in each of the following ways:

- Address the underlying issues which impair, or will likely lead to the deterioration of, the client's functioning in self-care, school, family, community and/or other life functioning areas.
- Facilitate assessment, treatment planning and client, program and system outcome evaluation through the use of the Child and Adolescent Needs and Strengths ("CANS") tool. PROVIDER will ensure their staff are and remain certified in administering the CANS. CANS tools shall be completed for each child, and copies thereof shall be submitted to COUNTY, in accordance with current policy.

7. **ACCOUNTABILITY:**

PROVIDER shall provide COUNTY with reports documenting the services rendered on a monthly basis or as specified in the Organizational Provider Manual. PROVIDER will notify COUNTY of any current or anticipated difficulty in providing services, or if the services do not appear to be providing the anticipated benefit to a particular client.

8. **DESIRED OUTCOMES:**

PROVIDER will show evidence, as indicated by a treatment summary, that clients receiving services provided pursuant to the terms and conditions of this Agreement have met specialty mental health medical necessity criteria, that diagnosis and treatment goals are congruent, and indicate what progress is being made towards treatment goals.

9. **PERFORMANCE MEASURES:**

A. **Mental Health Services.**

- Assessments are completed within timelines established by current policy or DHHS is notified per contract instructions when capacity issues result in inability to meet timelines.
- Average length of service does not exceed six (6) months.
- PROVIDER documentation verifies that clients served meet specialty mental health medical necessity criteria with a ninety-five percent (95%) accuracy rate or better.
- PROVIDER documentation demonstrates that assessment and treatment goals are congruent with a ninety-five percent (95%) accuracy rate or better.
- PROVIDER progress notes consistently link to congruent diagnosis and treatment goals per policy and demonstrate progress with a ninety-five percent (95%) accuracy rate or better.
- Required reports are submitted timely.

B. **Intensive Home Based Services.**

- IHBS is provided within timelines established by current policy or DHHS is notified per contract instructions when capacity issues result in inability to meet timelines.
- PROVIDER documentation verifies that IHBS begins within 48 hours of receipt of authorized referral and service schedule with a ninety-five percent (95%) accuracy rate or better.

- PROVIDER documentation demonstrates that IHBS interventions are targeted and address treatment goals one hundred percent (100%) of the time.
- PROVIDER progress notes demonstrate progress in reducing negative target behavior goals and/or increasing positive target behavior goals as noted in the service plan with a ninety-five percent (95%) accuracy rate or better.
- Required reports are submitted timely.

C. Therapeutic Behavioral Services.

- Authorization for services is completed within timelines established by current policy.
- PROVIDER documentation verifies that clients served meet specialty mental health medical necessity criteria with a ninety-five percent (95%) accuracy rate or better.
- PROVIDER documentation demonstrates that assessment/CANS and TBS treatment goals are congruent with a ninety-five percent (95%) accuracy rate or better.
- PROVIDER TBS progress notes consistently link to congruent diagnosis and TBS treatment goals per policy and demonstrate progress with a ninety-five percent (95%) accuracy rate or better.
- PROVIDER will participate on Child and Family Teams and will engage with team in updating of CANS as scheduled.
- Required reports are submitted timely.