

## CONTRACT AMENDMENT

**Contract No.:** CN013582A

**Begins:** July 1, 2016

**Administering Agency:** Adult System of Care

**Ends:** June 30, 2018

**Description:** First amendment to this contract, No. CN013582, with the term of July 1, 2016 – June 30, 2018, between the County of Nevada, Department of Behavioral Health, hereinafter referred to as “CONTRACTOR”, and the County of Placer, hereinafter referred to as “COUNTY,” for telephone triage services to increase compensation as appropriate to the additional use of the services as more fully set forth herein.

**WHEREAS,** COUNTY desires to make the most appropriate and economical use of regional services in order to provide comprehensive mental health services to all residents of Placer County; and,

**WHEREAS,** there has been an increased demand by the COUNTY to utilize the services provided by the CONTRACTOR to meet this demand; and

**WHEREAS,** the Parties desire to expand the scope of services provided under the Agreement to include telephone triage services for County’s Children’s System of Care (CSOC) with regard to mental health referrals for children and youth, and telephone answering services for after-hours CSOC child welfare calls, as more fully set forth in the amended Exhibit A Scope of Work attached hereto; and

**WHEREAS,** it is necessary to amend the current Agreement to incorporate these additional services and increased compensation related thereto.

**NOW, THEREFORE, IT IS AGREED BY BOTH PARTIES THAT,** EFFECTIVE December 1, 2016, the following amendments are made to the original Agreement:

1. Section 5 (“Compensation”) is hereby amended and replaced in its entirety as follows:

**5. COMPENSATION:** COUNTY will pay CONTRACTOR at a monthly rate of **Fifty Thousand Eighty Four Dollars (\$50,084)** from July 1, 2016 through November 30, 2016 and **Fifty One Thousand Nine Hundred Forty Four Dollars (\$51,944)** from December 1, 2016 through June 30, 2017, as full payment for each full month during which Telephone Triage Services are provided as set forth in Section 1, Scope of Services and Exhibit A. For FY 2017-18, COUNTY will pay CONTRACTOR at a monthly rate of **Fifty Three Thousand Three Hundred Thirty Two Dollars (\$53,332)** as full payment for each full month during which Telephone Triage Services are provided, as set forth in Section 1, Scope of Services and Exhibit A. The total contractual obligation shall not exceed **One Million Two Hundred Fifty Four Thousand and Twelve Dollars (\$1,254,012)** over the two-year term of this Agreement. This rate shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses.

2. Section 16 (“Hold Harmless and Indemnification Agreement”) is hereby amended and replaced in its entirety as follows:

**16. HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** COUNTY agrees to indemnify and hold harmless CONTRACTOR and CONTRACTOR’S employees or agents from and against any damages including costs and attorney’s fees arising out of negligent or intentional acts or omissions of COUNTY, its employees or agents. Further, in amplification of this indemnification clause, COUNTY acknowledges and agrees that CONTRACTOR shall rely on its subcontractor, Auburn Counseling Services, Inc. dba Communicare (“subcontractor”) to provide the CSOC child

welfare telephone answering services, as more fully described in the Exhibit A ("Scope of Work") attached hereto and incorporated herein, and COUNTY agrees to indemnify and hold CONTRACTOR harmless with regard to the acts of subcontractor in the furtherance of said telephone answering services, regardless of whether said acts constitute negligence, willful misconduct, or errors or omissions on the part of subcontractor.

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its employees, agents and elective and appointive boards from and against any damages including costs and attorney's fees arising out of the negligent or intentional acts or omissions of CONTRACTOR, its employees or agents.

This indemnification shall extend to claims, losses, damages, injury, and liability for injuries arising out of this Agreement which occur after completion of CONTRACTOR'S services, as well as during the progress of rendering such services. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR'S operations regardless if any insurance is applicable or not.

3. Exhibit A ("Scope of Work") is hereby amended and replaced in its entirety, as attached hereto and incorporated herein.
2. That in all other respects the terms and conditions of the original Agreement of the parties shall remain unchanged, and in full force and effect.

***// Signatures on the following page***

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement effective on the date first stated above.

COUNTY OF NEVADA ("CONTRACTOR")

COUNTY OF PLACER  
("COUNTY")

\_\_\_\_\_  
Chair, Nevada County Board of Supervisors

\_\_\_\_\_  
Jeffrey S. Brown, Director,  
Department of Health & Human Services

Date: \_\_\_\_\_

Date: 1/27/2017

Michael Heggarty  
\_\_\_\_\_  
Michael Heggarty, Director  
Nevada County Behavioral Health Division

Maureen F. Bauman  
\_\_\_\_\_  
Maureen F. Bauman, LCSW, MPA, Director,  
Adult System of Care and Medical Clinics

Date: 1/31/2017

Date: 1/27/17

Approved as to Form:  
Office of Nevada County Counsel

Approved as to Form:  
Office of Placer County Counsel

\_\_\_\_\_  
Date: \_\_\_\_\_

Ronja Jant  
\_\_\_\_\_  
Date: 1/31/2017

**EXHIBITS:**

Exhibit A: Scope of Work

**SCOPE OF WORK**

Nevada County Behavioral Health, Telephone Triage Services

**Program Description:**

CONTRACTOR agrees to provide, and COUNTY agrees to accept, Telephone Triage Services, which parties acknowledge and agree will be provided through a subcontract with Auburn Counseling Services, Inc. dba Communicare (“subcontractor”), for Placer County Adult System of Care (ASOC) with regard to Adult Protective Service (APS) referrals, Public Guardian (PG) referrals, Conditional Release Program (CONREP) calls, In-Home Supportive Services (IHSS) referrals, Mental Health referrals for adults, and 5150 referrals for adults, and children. Additionally, Telephone Triage Services will be provided for the Children’s System of Care (CSOC) with regard to non-child welfare servicesMental Health referrals for children. CONTRACTOR, through its subcontractor, will also serve as a telephone answering service for after-hours Child Welfare Service (CWS) referrals and emergency calls, which shall be directed immediately to the after-hours Placer County CWS Social Worker who shall be responsible for the taking of any child welfare reports or emergency calls. In no event shall CONTRACTOR or subcontractor provide triage services or otherwise be responsible for the intake and/or screening of child welfare referrals and/or child welfare emergency calls, and shall only act as a telephone answering service for the purpose of answering and transferring after-hours CSOC CWS callers making child abuse, neglect, sexual exploitation/trafficking reports, or other emergency child welfare services calls, to the designated Placer County CSOC CWS after-hours social worker.

**For ASOC**, Telephone Triage Services shall be provided 7 days a week, 24 hours each day (24/7), including holidays, for the term of this Agreement.

- Referrals received Monday through Friday 8:00 a.m. to 5:00 p.m. shall be referred to ASOC as defined below.
- Referrals received After-Hours (after 5:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day (24/7), including holidays) for all programs except APS and IHSS shall be referred to Placer County’s after-hours service provider, Sierra Mental Wellness Group, as defined below. APS referrals shall be triaged with Placer County ASOC on-call lead staff.

For CSOC (Mental Health or 5150 Crisis), Telephone Triage Services shall be provided 7 days a week, between the hours of 10:00pm and 8:00am, including holidays, for the term of this Agreement.

- Referrals received during this time period (after 10:00 p.m. and prior to 8:00 a.m., 7 days per week, 24 hours each day, including holidays) shall be referred to Placer County’s after-hours service provider, Sierra Mental Wellness Group for Mental Health crises, or Placer County CSOC on-call lead staff, as appropriate.

**Responsibilities:**

**1. The specific responsibilities of CONTRACTOR are as follows:**

- 1.1 Receive all calls, collect intake information, and make assessment for appropriate referral to ASOC programs (APS, IHSS, Mental Health, or 5150 Crisis).

- 1.2 Receive all calls, collect contact information, and forward appropriate referral to CSOC programs (Mental Health, or 5150 Crisis). For CSOC Mental Health and 5150 crisis programs not involving CSOC CWS reports and/or CWS emergency calls, CONTRACTOR will also collect intake information.
- 1.3 Document all ASOC calls through utilization of the Placer County AVATAR or Panoramic tracking systems. For Public Guardian calls after hours, staff will alert the after-hours on-call County supervisor, who documents in Panoramic.
- 1.4 Document all CSOC mental health or 5150 crisis calls received for non-urgent mental health services through utilization of the Placer County AVATAR system..
- 1.5 Check the AVATAR tracking system to verify if caller is an active client in ASOC program or whether client has mental health history. For APS/PG calls, Intake worker will check relative history in Panoramic.
  - 1.5.1 If client is determined an active mental health client, Intake Worker shall leave a voice mail message for specific ASOC case manager with information on client's status.
  - 1.5.2 If client is determined an active conserved client, the Intake worker shall leave a voice mail message for the specific ASOC PG deputy with information on client's status
- 1.6 For ASOC calls, Screen all APS and mental health referrals to determine eligibility (Medi-Cal or third party insurance), and enter insurance information into Panoramic (APS). For all IHSS applications, the Intake worker will refer the caller for Medi-Cal eligibility.
- 1.7 For CSOC mental health and 5150 crisis calls, screen all mental health referrals to determine crisis status.
- 1.8 For CSOC mental health and 5150 crisis calls, contact Sierra Mental Wellness Group staff to provide crisis mental health response per usual protocol as needed following screening.
- 1.9 For CSOC child welfare calls, obtain necessary contact information of caller to allow a call back in the event of a disrupted call, and forward caller to the after-hours Placer County CSOC CWS after-hours social worker .
- 1.10 For ASOC calls, Complete required referral documentation for specific programs using the appropriate forms for APS, IHSS, Mental Health, or 5150 Crisis.
- 1.11 For ASOC and CSOC mental health and 5150 crisis calls, use the Managed Care screening tool to determine linkage of mental health services to the specific manage care plan, where appropriate.
- 1.12 Contact ASOC Adult Crisis Response Coordinator during the hours of 8 am to 5 pm Monday through Friday for referral of any 5150 evaluations. On weekends or evening after hours, contact Sierra Mental Wellness Group staff providing crisis response. During business hours on referrals involving conserved clients, the Intake worker will direct the County worker to contact the PG office. After hours, the Intake worker will contact the County After-Hours supervisor or contracted crisis worker and direct them to alert the PG office.
- 1.13 For both ASOC and CSOC (mental health and 5150 crisis) calls, all documentation shall meet requirements set forth by the Department of

Healthcare Services (DHCS), Department of Social Services (DSS), and Placer County's Managed Care Program of assuring access to Mental Health Services.

- 1.14 For both ASOC and CSOC calls, all staff will receive annual training on: 1) How to properly access appropriate interpreting services for callers and 2) Ensuring that all requirements of the 24/7 access line are met. New hires will receive training within 30 days of hire.
- 1.15 For both ASOC and CSOC (mental health and 5150 crisis) calls, provide information, consultation, and education for clients by telephone as appropriate.

**2. The specific responsibilities of COUNTY are as follows:**

- 2.1 Placer County Adult System of Care shall provide training, support, and equipment to Provider staff to ensure a smooth transition of telephone triage services.
- 2.2 Placer County Children's System of Care shall provide training, support, and equipment to Provider staff to ensure a smooth transition of overnight telephone triage services.
- 2.3 Placer County HHS MIS (or successor department) shall provide training, support, and documentation to Provider staff to utilize County AVATAR and Panoramic tracking systems.
- 2.4 Placer County Adult System of Care shall provide training and support to Provider staff to ensure necessary documentation for billing purposes.
- 2.5 Placer County Children's System of Care shall ensure that a current contact list for each after-hours Placer County CSOC child welfare social worker, and at least one designated back-up CSOC child welfare supervisor, is provided to CONTRACTOR and its subcontractor on a weekly basis, or as otherwise required to reflect changes in after-hours coverage.