

**FIFTH ADDENDUM TO CONTRACT FOR SERVICES  
BETWEEN THE COUNTY AND REMI VISTA, INC.**

THIS FIFTH ADDENDUM is to that Contract executed on June 10, 2014, between the County of Siskiyou (County) and Remi Vista, Inc. (Contractor).

WHEREAS, the Contract expires on June 30, 2017 and services continue to be required after that date; and

WHEREAS, the parties desire to extend the term of the Contract; and

WHEREAS, the fourth addendum added an additional \$50, 000.00 (FIFTY-THOUSAND DOLLARS AND NO/CENTS) to the amount of compensation to be paid to the Contractor for fiscal year 16/17 amounting to a total of \$800,000.00 (EIGHT-HUNDRED THOUSAND DOLLARS AND NO/CENTS) to be paid for the entire term of the contract through that fiscal year; and

WHEREAS, the cost of services to be provided under the Contract is expected to exceed the amount provided in the Contract; and

WHEREAS, the parties desire to increase the amount of compensation payable under the Contract; and

WHEREAS, the Scope of Service, Exhibit A, needs to be revised to incorporate additional language;

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

Paragraph 1.01 of the Contract for Services shall be amended to extend the term of the contract through June 30, 2018.

Paragraph 4.01 of the Contract, Compensation, shall be amended to add Two Hundred Seventy Five Thousand and No/100 Dollars (\$275,000.00) for Fiscal Year 2017/2018, to increase the compensation payable under the contract to an amount not to exceed One Million Seventy Five Thousand and No/100 Dollars (\$1,075,000.00).

Paragraph 3.01 of the Contract, Scope of Services, Exhibit "A", shall be deleted and replaced in its entirety with the new Exhibit "A", Scope of Services, attached hereto and incorporated by reference.

All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum on the \_\_\_\_ day of \_\_\_\_\_ 2017.

CONTRACTOR: Remi Vista, Inc.

By:   
John Tillery, Executive Director

10/20/17  
(Date)

TAXPAYER I.D. On File

COUNTY OF SISKIYOU:

By \_\_\_\_\_  
Michael N. Kobseff, Chair

ATTEST:  
COLLEEN SETZER  
Clerk, Board of Supervisors

By \_\_\_\_\_  
Deputy

ACCOUNTING:

Fund	Org	Account	Activity	FY 14/15	FY 15/16	FY 16/17	FY 17/18
2122	401030	723016		\$245,000	\$245,000	\$245,000	\$250,000
2129	401031	740000	163A	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
2129	401031	723000	164			\$ 50,000	\$ 20,000

Encumbrance number E1700422

If not to exceed, include amount not to exceed: \$1,075,000

## **EXHIBIT "A"**

### **I. SCOPE OF SERVICES:**

Services will be provided in the home or community to Siskiyou County youth and their families who have been identified and referred by County as in need of Specialty Mental Health Services and preauthorized by County.

- A. Contractor, for County's benefit shall perform medically necessary and clinically appropriate professional specialty mental health services as set out in this Exhibit, attached hereto and by this reference fully incorporated herein, subject to the following conditions:
- 1) Authorization of client by County: Contractor will provide services to the client(s) authorized by County to receive services from Contractor, subject to Contractor's acceptance of such client(s) for services. Such client(s) authorized by County and accepted by Contractor shall be referred to as "Authorized Clients".
  - 2) Authorization of services provided: Contractor will provide to authorized client(s) only the Specialty Mental Health Service(s) authorized in advance ("Authorized Services") by County for provision to that/those specific client(s).
  - 3) Disclaimer: Nothing in (1) or (2) above shall be construed to prevent Contractor from providing services not authorized for payment by County to authorized client(s), nor from providing services to unauthorized client(s), if the clinical judgment of Contractor so indicates. However, such services to such client(s) shall be construed to be outside the scope of this Agreement for purposes of reimbursement to Contractor and any other benefits or protections provided to Contractor by it. No obligation on the part of County to reimburse, indemnify or defend Contractor is expressed nor implied by provision of services outside the scope of this Agreement.
  - 4) Nondiscrimination: Contractor will not serve County client(s), as such, any differently from the way other client(s) are served. Contractor will not discriminate against County client(s) in the provision of services with respect to the quality or scheduling of services, treatment modalities, facilities, amenities, or manner of client interaction with Contractor and Contractor's staff. Identity of County client(s) as such will not be disclosed by Contractor or Contractor's staff to Contractor's other client(s), professional peers or any other party except as required by law.
  - 5) Standard of Care: In providing services to County client(s), Contractor will adhere to the Medi-Cal certification guidelines for

Specialty Mental Health Services as specified in the County Organizational Provider Manual for Specialty Mental Health Services, Exhibit B, hereinafter referred to as MANUAL and incorporated herein by reference. All services will be provided in a culturally competent manner with respect for cultural values, traditions and differences. These standards will apply without limitation by exception, with respect to the quality of services provided, observance of client(s)' rights, client confidentiality and records maintenance.

- 6) Payment in Full: The payment rates specified in the Fee Schedule (Paragraph No. D, in I. Compensation and Billing, in this Exhibit) of this Agreement, attached hereto and by this reference fully incorporated herein, will be accepted by Contractor as payment in full, for Authorized Services provided to Authorized Clients.
- 7) Number of Referrals: Contractor understands that County cannot guarantee a specified level of referrals. However, County agrees to use its best efforts in referring appropriate clients to Contractor.
- 8) Timely Access to Services: In accordance with 42 C.F.R. § 438.206 (c) (1) and Title 9 California Code of Regulations 1810.405, Contractor shall ensure timely access to care and services, taking into account the urgency of need for services. Contractor hours of operation and appointment times for Medi-Cal beneficiaries shall be no less than the hours of operation offered to non-Medi-Cal or commercial beneficiaries or comparable to Medicaid fee-for-service, if the provider serves only Medicaid beneficiaries.
- 9) Services will be provided in the home or community to Siskiyou County adults, youth, and their families who have been identified, referred, and preauthorized by County as in need of Specialty Mental Health Services.

B. Specialty Mental Health services may include:

Services provided "In County":

- Mental Health Services
- Case Management
- Rehabilitation
- Therapeutic Behavioral Service
- Clinical Supervision
- In Home Support
- Psychological Evaluations
- PCIT (Parent-Child Interactive Therapy)

Services provided "Out of County":

- Mental Health Services
  - Case Management
  - Rehabilitation
  - Therapeutic Behavioral Services
  - Psychological Evaluations
  - In Home Support
- 1) Definition: "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Services may include but are not limited to assessment, plan development, individual or group therapy, rehabilitation, targeted case management and collateral. *Title IX, Division 1, §1810.227.*

Therapeutic Behavioral Services

- 1) Definition: Therapeutic Behavioral Services are defined as one-to-one therapeutic contact between a mental health provider and a beneficiary for short-term periods which are designed to maintain the child/youth's residential placement (group home, foster care facility, etc.) at the lowest appropriate level of care by resolving target behaviors and achieving short-term goals. Therapeutic Behavioral Services may be provided in the community, client's parent's home, or at the beneficiary's residential placement.
- 2) Authorization: Therapeutic Behavioral Services will be preauthorized on a case-by-case basis, for a set number of hours per week as established in the Therapeutic Behavioral Services Plan for the client, developed by the treatment team and authorized by the appropriate County Program Coordinator. Therapeutic Behavioral Services Plans will be reviewed and revised on at least a monthly basis. Services will be re-authorized based on the amended plan. Therapeutic Behavioral Services shall not be provided in one lump sum of hours per session.

- 3) **Claims Payment:** Therapeutic Behavioral Services claims shall be paid for direct service provision, travel time to and from the assignment, and documentation time. Claims must be submitted on the CMS (HCFA) 1500 Claim Form, with appropriate documentation as outlined in the MANUAL or other format acceptable to the COUNTY.
- 4) **Timeliness:** The Contractor agrees to arrange Therapeutic Behavioral Services within three (3) working days of receipt of the referral.
- 5) **Documentation:** In addition to medical records documentation, Therapeutic Behavioral Services providers shall institute procedures to ensure that all occurrences of actual or potential harm and/or allegations of verbal and/or physical insult, injury or harm between and/or among beneficiaries, care-givers, and/or providers are documented on a County Incident Report and forwarded to County within twenty-four (24) hours of the event.
- 6) **Qualification and Supervision of Therapeutic Behavioral Aides:** Provider's employees serving in the role of Therapeutic Behavioral Aide having a bachelor's degree and four years of experience in a mental health setting; up to two years of graduate professional education may be substituted for the experience requirement on a year-for-year basis; up to two years of post associate arts clinical experience may be substituted for the required educational experience in addition to the requirement of four years experience in a mental health setting.

Contractor shall provide and document supervision of Therapeutic Behavioral Aides, by a licensed clinician, in the ratio of one (1) hour for every forty (40) hours worked.

#### Parent-Child Interactive Therapy

- 1) Provide Parent-Child Interactive Therapy (PCIT) services as an Early Intervention Program funded through the Mental Health Services Act, Prevention and Early Intervention component. PCIT engages parents and children together to improve the quality of the parent-child relationship and to teach parents the skills they need to manage their child's behavior problems.

- 2) Provide a Masters-level mental health professional to conduct PCIT, who has received PCIT training by a certified PCIT trainer and is either certified by PCIT International Organization themselves or is under the direct supervision of a certified trainer of PCIT.
  
- 3) Provide services to a maximum of 15 boys and/or girls between the ages of 2 and 7. Children will be referred to the program by Behavioral Health staff. Other referrals shall be pre-authorized for the program by the Behavioral Health Director or his/her designee. Focus will be on children who are exhibiting one or more of the following behavior problems:
  - Difficulty in school, preschool, and/or daycare
  - Aggression toward parents, siblings, and/or other children
  - Defiance
  - Refusing to follow directions
  - Frequent temper tantrums
  - Swearing
  - Provide reports of Outcome Measures in a format acceptable to the County. Outcomes shall include the following:
    - Service Delivery data: number of clients, number of sessions/units of service, clinical progress notes, number of cancellations, no shows, and treatment drop-outs
    - Demographic data: client gender, age, diagnosis, etc
    - Parent-Child relationship outcomes (using the Dyadic Parent Child Interaction Coding Systems (DPICS), pre and post treatment).
    - Parent Outcomes (using the Parenting Stress Index pre and post treatment).
    - Child behavior outcomes (using the Eyeberg Child Behavior Inventory (ECBI), collected at each session)
    - Client satisfaction survey data

- 4) Invoice shall be submitted monthly for PCIT services and include data on individual clients receiving therapy, number of service hours provided and reported outcomes as outlined above based on the length of time in treatment per individual client. Invoices for reimbursement of expense shall include receipts and any other documentation deemed necessary by County to support expenditures.

II. COMPENSATION AND BILLING:

D. Rates for FY 17/18

<b>Case Management Services</b>	<b>\$1.75 per minute</b>
<b>Mental Health Services</b>	<b>\$2.40 per minute</b>
<b>Therapeutic Behavioral Service</b>	<b>\$2.40 per minute</b>
<b>Clinical Supervision</b>	<b>\$100.00 per hour</b>
<b>In Home Support</b>	<b>\$1.50 per minute</b>
<b>PCIT</b>	<b>\$2.40 per minute</b>