

FIRST AMENDMENT FOR PROVISION OF
PHYSICIAN SERVICES
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERISTY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE,
DEPARTMENT OF PSYCHIATRY
JULY 1, 2018 THROUGH JUNE 30, 2021

THIS FIRST AMENDMENT TO AGREEMENT entered into this 1st day of July 2019 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and THE REGENTS OF THE UNIVERISTY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE, DPEARTMENT OF PSYCHIATRY (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Amendment, along with the original Agreement, shall continue to be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, on May 08, 2018, the COUNTY authorized an Agreement with CONTRACTOR for the provision of Physician Services for the period July 1, 2018 through June 30, 2021; and

WHEREAS, on July 1, 2019 ADMINISTRATOR authorized an increase of the Agreement amount in the amount of \$758,314 from \$225,843 to \$605,000 for Period Two and from \$225,843 to \$605,000 for Period Three, for a revised total Maximum Obligation of \$1,435,843; and

WHEREAS, CONTRACTOR desires to accept the additional funding and agree to provide additional services pursuant to the terms and conditions of the original Agreement and scope of work;

NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained herein, COUNTY and CONTRACTOR do hereby agree as follows:

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1. Page 4, lines 7 through 11 of the Agreement is amended to read as follows:

“Maximum Obligation:	\$1,435,843
Period One Maximum Obligation:	\$ 225,843
Period Two Maximum Obligation:	605,000
Period Three Maximum Obligation:	<u>605,000</u>
TOTAL MAXIMUM OBLIGATION:	\$1,435,843”

2. Subparagraph I. of Exhibit A to the Agreement is amended to read as follows:

“The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client’s level of impairment and treatment goals and consistent with individualized, solution-focused, evidenced-based practices.

B. Activities of Daily Living (ADL) means diet, personal hygiene, clothing care, grooming, money and household management, personal safety, symptom monitoring, etc.

C. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

D. Advisory Board means a client-driven board which shall direct the activities, provide recommendations for ongoing program development, and create the Wellness Center’s rules of conduct.

E. Benefits Specialist means a specialized position that would primarily be responsible for coordinating client applications and appeals for State and Federal benefits.

F. Best Practices means a term that is often used inter-changeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to recovery-consistent mental health practices where the recovery process is supported with scientific intervention that best meets the needs of the consumer at this time.

1. Evidence-Based Practice (EBP) means the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the Fidelity of the model.

2. Promising Practices means that experts believe the practices is likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

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1 3. Emerging Practices means that the practice(s) seems like a logical approach to addressing a
2 specific behavior which is becoming distinct, recognizable among consumers and clinicians in practice,
3 or innovators in academia or policy makers; and at least one recognized expert, group of researchers or
4 other credible individuals have endorsed the practice as worthy of attention based on outcomes; and
5 finally, it produces specific outcomes.

6 G. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates 24
7 hours a day that serves Orange County residents, aged 18 and older, who are experiencing a psychiatric
8 crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation, crisis
9 stabilization treatment, and referral to the appropriate level of continuing care. As a designated
10 outpatient facility, the CSU may evaluate and treat clients for no longer than 23 hours.

11 H. Data Collection System means software designed for collection, tracking and reporting
12 outcomes data for clients enrolled in the FSP Programs.

13 1. 3 M's means the Quarterly Assessment Form that is completed for each client every three
14 months in the approved data collection system.

15 2. Data Mining and Analysis Specialist means a person who is responsible for ensuring the
16 program maintains a focus on outcomes, by reviewing outcomes, and analyzing data as well as working
17 on strategies for gathering new data from the consumers' perspective which will improve understanding
18 of clients' needs and desires towards furthering their recovery. This individual will provide feedback to
19 the program and work collaboratively with the employment specialist, education specialist, benefits
20 specialist, and other staff in the program in strategizing improved outcomes in these areas. This position
21 will be responsible for attending all data and outcome related meetings and ensuring that program is
22 being proactive in all data collection requirements and changes at the local and state level.

23 3. Data Certification means the process of reviewing State and COUNTY mandated outcome
24 data for accuracy and signing the Certification of Accuracy of Data form indicating that the data is
25 accurate.

26 4. KET means the tracking of a client's movement or changes in the approved data collection
27 system. A KET must be completed and entered accurately each time the CONTRACTOR is reporting a
28 change from previous client status in certain categories. These categories include: residential status,
29 employment status, education and benefits establishment.

30 5. PAF means the baseline assessment for each client that must be completed and entered into
31 data collection system within thirty (30) days of the Partnership date.

32 I. Care Coordinator is a MHS, CSW or MFT that provides mental health, crisis intervention and
33 case management services to those clients who seek services in the COUNTY operated outpatient
34 programs.

35 J. Case Management Linkage Brokerage means a process of identification, assessment of need,
36 planning, coordination and linking, monitoring and continuous evaluation of clients and of available
37 resources and advocacy through a process of casework activities in order to achieve the best possible

1 resolution to individual needs in the most effective way possible. This includes supportive assistance to
2 the client in the assessment, determination of need and securing of adequate and appropriate living
3 arrangements.

4 K. Crisis Assessment Team (CAT) means a team of clinicians who provide mobile response,
5 including mental health evaluations/assessment, for those experiencing a mental health crisis, on a
6 twenty-four (24) hours per day, seven (7) days per week basis. Their primary goal is to provide
7 diversion away from hospitalization as well as providing referrals and follow-up to assist linkage to
8 mental health services.

9 L. Certified Reviewer means an individual that obtains certification by completing all
10 requirements set forth in the Quality Improvement and Program Compliance Reviewer Training
11 Verification Sheet.

12 M. Client or Consumer means an individual, referred by COUNTY or enrolled in
13 CONTRACTOR's program for services under this Agreement, who experiences chronic mental illness.

14 N. Clinical Director means an individual who meets the minimum requirements set forth in CCR,
15 Title 9 and has at least two (2) years of full-time professional experience working in a mental health
16 setting.

17 O. Clinical Social Worker (CSW) means an individual who meets the minimum professional and
18 licensure requirements set forth in CCR, Title 9, Section 625, and has two (2) years of post-master's
19 clinical experience in a mental health setting.

20 P. Diagnosis means the definition of the nature of the client's disorder. When formulating the
21 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most
22 current edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
23 recorded on all IRIS documents, as appropriate.

24 Q. Direct Service Hours (DSH) means a measure in minutes that a clinician spends providing
25 client services. DSH credit is obtained for providing mental health, case management, medication
26 support and a crisis intervention service to any client open in the IRIS which includes both billable and
27 non-billable services.

28 R. Engagement means the process by which a trusting relationship between worker and client(s) is
29 established with the goal to link the individual(s) to the appropriate services. Engagement of client(s) is
30 the objective of a successful outreach.

31 S. Face-to-Face means an encounter between client and provider where they are both physically
32 present.

33 T. Full-Service Partnership (FSP)

34 1. A FSP means a type of program described by the State in the requirements for the
35 COUNTY plan for use of MHSA funds and which includes clients being a full partner in the
36 development and implementation of their treatment plan. A FSP is an evidence-based and strength-
37 based model, with the focus on the individual rather than the disease. Multi-disciplinary teams will be

1 established including the client, psychiatrist, and PSC. Whenever possible, these multidisciplinary
2 teams will include a mental health nurse, marriage and family therapist, clinical social worker, peer
3 specialist, and family members. The ideal client to staff ratio will be in the range of fifteen (15) to
4 twenty (20) to one (1), ensuring relationship building and intense service delivery. Services will
5 include, but not be limited to, the following:

- 6 a. Crisis management;
- 7 b. Housing Services;
- 8 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 9 d. Community-based Wraparound Recovery Services;
- 10 e. Vocational and Educational services;
- 11 f. Job Coaching/Developing;
- 12 g. Consumer employment;
- 13 h. Money management/Representative Payee support;
- 14 i. Flexible Fund account for immediate needs;
- 15 j. Transportation;
- 16 k. Illness education and self-management;
- 17 l. Medication Support;
- 18 m. Dual Diagnosis Services;
- 19 n. Linkage to financial benefits/entitlements;
- 20 o. Family and Peer Support; and
- 21 p. Supportive socialization and meaningful community roles.

22 2. Client services are focused on recovery and harm reduction to encourage the highest level
23 of client empowerment and independence achievable. PSC's will meet with the consumer in their
24 current community setting and will develop a supportive relationship with the individual served.
25 Substance abuse treatment will be integrated into services and provided by the client's team to
26 individuals with a co-occurring disorder.

27 3. The FSP shall offer "whatever it takes" to engage seriously mentally ill adults, including
28 those who are dually diagnosed, in a partnership to achieve the individual's wellness and recovery goals.
29 Services shall be non-coercive and focused on engaging people in the field. The goal of FSP Programs
30 is to assist the consumer's progress through pre-determined quality of life outcome domains (housing,
31 decreased jail, decreased hospitalization, increased education involvement, increased employment
32 opportunities and retention, linkage to medical providers, etc.) and become more independent and
33 self-sufficient as consumers move through the continuum of recovery and evidence by progressing to
34 lower level of care or out of the "intensive case management need" category.

35 U. Housing Specialist means a specialized position dedicated to developing the full array of
36 housing options for their program and monitoring their suitability for the population served in
37 accordance with the minimal housing standards policy set by the COUNTY for their program. This

individual is also responsible for assisting consumers with applications to low income housing, housing subsidies, senior housing, etc.

V. Individual Services and Support Funds - Flexible Funds means funds intended for use to provide clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental illness and their overall quality of life. Flexible Funds are generally categorized as housing, client transportation, food, clothing, medical and miscellaneous expenditures that are individualized and appropriate to support client's mental health treatment activities.

W. Intake means the initial meeting between a client and CONTRACTOR's staff and includes an evaluation to determine if the client meets program criteria and is willing to seek services.

X. Intern means an individual enrolled in an accredited graduate program accumulating clinically supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable graduate programs include all programs that assist the student in meeting the educational requirements in becoming a MFT, a Licensed CSW, or a licensed Clinical Psychologist.

Y. Integrated Records Information System (IRIS) means a collection of applications and databases that includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

Z. Job Coach/Developer means a specialized position dedicated to cultivating and nurturing employment opportunities for the clients and matching the job to the client's strengths, abilities, desires, and goals. This position will also integrate knowledge about career development and job preparation to ensure successful job retention and satisfaction of both employer and employee.

AA. Marriage and Family Therapist (MFT) means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

AB. Medical Necessity means the requirements as defined in the COUNTY MHP Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes diagnosis, impairment criteria and intervention related criteria.

AC. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree and four years of experience in a mental health setting as a specialist in the fields of physical restoration, social adjustment and/or vocational adjustment.

AD. Mental Health Services means interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development and enhanced self-sufficiency. Services shall include:

1. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and history, diagnosis and the use of testing procedures.

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2. Collateral means a significant support person in a beneficiary's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the client. The beneficiary may or may not be present for this service activity.

3. Co-Occurring see DD Integrated Treatment Model below

4. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a client for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, assessment, collateral and therapy.

5. Dual Diagnosis (DD) Integrated Treatment Model means that the program uses a stage-wise treatment model that is non-confrontational, follows behavioral principles, considers interactions between mental illness and substance abuse and has gradual expectations of abstinence. Mental illness and substance abuse research has strongly indicated that to recover fully, a consumer with co-occurring disorder needs treatment for both problems as focusing on one does not ensure the other will go away. Dual diagnosis services integrate assistance for each condition, helping people recover from both in one setting at the same time.

6. Medication Support Services means those services provided by a licensed physician, RN, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or assessment of the beneficiary.

7. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a client's or group of clients' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.

8. Targeted Case Management (TCM) means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.

9. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family therapy in which the beneficiary is present.

AE. Mental Health Services Act (MHSA) means the law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

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1 AF. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental
2 health field or has a high school diploma and two (2) years of experience delivering services in a mental
3 health field.

4 AG. Milestones of Recovery Scale (MORS) is a recovery scale that COUNTY will be using for
5 Adult mental health programs in COUNTY. The scale will provide the means of assigning consumers
6 to their appropriate level of care and replace the diagnostic and acuity of illness-based tools being used
7 today. MORS is ideally suited to serve as a recovery-based tool for identifying the level of service
8 needed by participating members. The scale will be used to create a map of the system by determining
9 which milestone(s) or level of recovery (based on the MORS) are the target groups for different
10 programs across the continuum of programs and services offered by ADMINISTRATOR.

11 AH. National Provider Number (NPI) means the standard unique health identifier that was adopted
12 by the Secretary of HHS under HIPAA for health care providers. All HIPAA covered healthcare
13 providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA
14 standard transactions. The NPI is assigned for life.

15 AI. Notice of Action (NOA)-A means a Medi-Cal requirement that informs the beneficiary that
16 he/she is not entitled to any specialty mental health service. The COUNTY has expanded the
17 requirement for an NOA-A to all individuals requesting an assessment for services and found not to
18 meet the medical necessity criteria for specialty mental health services.

19 AJ. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and
20 disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set
21 forth in HIPAA.

22 AK. Outreach means the outreach to potential clients to link them to appropriate mental health
23 services and may include activities that involve educating the community about the services offered and
24 requirements for participation in the programs. Such activities should result in the CONTRACTOR
25 developing their own client referral sources for the programs they offer.

26 AL. Peer Recovery Specialist/Counselor means an individual who has been through the same or
27 similar recovery process as those he/she is now assisting to attain their recovery goals while getting paid
28 for this function by the program. A peer recovery specialist practice is informed by his/her own
29 experience.

30 AM. Personal Services Coordinator (PSC) means an individual who will be part of a multi-
31 disciplinary team that will provide community based mental health services to adults that are struggling
32 with persistent and severe mental illness as well as homelessness, rehabilitation and recovery principles.
33 The PSC is responsible for clinical care and case management of assigned client and families in a
34 community, home, or program setting. This includes assisting clients with mental health, housing,
35 vocational and educational needs. The position is also responsible for administrative and clinical
36 documentation as well as participating in trainings and team meetings. The PSC shall be active in
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supporting and implementing the program's philosophy and its individualized, strength-based, culturally/linguistically competent and client-centered approach.

AN. Pharmacy Benefits Manager means the PBM Company that manages the medication benefits that are given to BHS & MIHS clients that qualify for medication benefits.

AO. Pre-Licensed Psychologist means an individual who has obtained a Ph.D. or Psy.D. in Clinical Psychology and is registered with the Board of Psychology as a registered Psychology Intern or Psychological Assistant, acquiring hours for licensing and waived in accordance with WIC section 575.2. The waiver may not exceed five (5) years.

AP. Pre-Licensed Therapist means an individual who has obtained a Master's Degree in Social Work or Marriage and Family Therapy and is registered with the BBS as an Associate CSW or MFT Intern acquiring hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

AQ. Program Director means an individual who has complete responsibility for the day to day function of the program. The Program Director is the highest level of decision making at a local, program level.

AR. Promotora de Salud Model means a model where trained individuals, Promotores, work towards improving the health of their communities by linking their neighbors to health care and social services, educating their peers about mental illness, disease and injury prevention.

AS. Promotores means individuals who are members of the community who function as natural helpers to address some of their communities' unmet mental health, health and human service needs. They are individuals who represent the ethnic, socio-economic and educational traits of the population he/she serves. Promotores are respected and recognized by their peers and have the pulse of the community's needs.

AT. Protected Health Information (PHI) means individually identifiable health information usually transmitted by electronic media, maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and relates to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

AU. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 623.

AV. Psychologist means an individual who meets the minimum professional and licensure requirements set forth in CCR, Title 9, Section 624.

AW. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one percent (1%) of all "high-risk" Medi-Cal clients to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1) CONTRACTOR

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1 administrator, one (1) Clinician and one (1) Physician who are not involved in the clinical care of the
2 cases.

3 AX. Recovery is a process of change through which individuals improve their health and wellness,
4 live a self-directed life, and strive to reach their full potential,” and identifies four major dimensions to
5 support recovery in live:

6 1. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
7 emotionally healthy way;

8 2. Home: A stable and safe place to live;

9 3. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family caretaking,
10 or creative endeavors, and the independence, income, and resources to participate in society; and

11 4. Community: Relationships and social networks that provide support, friendship, love, and
12 hope.

13 AY. Referral means providing the effective linkage of a client to another service, when indicated;
14 with follow-up to be provided within five (5) working days to assure that the client has made contact
15 with the referred service.

16 AZ. Supportive Housing PSC means a person who provides services in a supportive housing
17 structure. This person will coordinate activities which will include, but not be limited to: independent
18 living skills, social activities, supporting communal living, assisting residents with conflict resolution,
19 advocacy, and linking clients with the assigned PSC for clinical issues. Supportive Housing PSC will
20 consult with the multidisciplinary team of clients assigned by the program. The PSC’s will be active in
21 supporting and implementing a full service partnership philosophy and its individualized, strengths-
22 based, culturally appropriate, and client-centered approach.

23 BA. Supervisory Review means ongoing clinical case reviews in accordance with procedures
24 developed by COUNTY, to determine the appropriateness of diagnosis and treatment and to monitor
25 compliance to the minimum AMHS and Medi-Cal charting standards. Supervisory review is conducted
26 by the program/clinic director or designee.

27 BB. Token means the security device which allows an individual user to access IRIS.

28 BC. Universal Method of Determining Ability to Pay (UMDAP) is the method used for determining
29 the annual client liability for mental health services received from COUNTY mental health systems and
30 is set by the State of California.

31 BD. Vocational/Educational Specialist means a person who provides services that range from pre-
32 vocational groups, trainings and supports to obtain employment out in the community based on the
33 consumers’ level of need and desired support. The Vocational/Educational Specialist will provide “one
34 on one” vocational counseling and support to consumers to ensure that their needs and goals are being
35 met. The overall focus of Vocational/Educational Specialist is to empower consumers and provide them
36 with the knowledge and resources to achieve the highest level of vocational functioning possible.

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1 BE. Wellness Recovery Action Plan (WRAP) is a consumer self-help technique for monitoring and
2 responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.”

3
4 3. Subparagraph II.A. of Exhibit A to the Agreement is amended to read as follows:

5 “A. COUNTY agrees to pay Physician stipends, throughout the term of the Agreement as specified
6 in the Services Paragraph of this Exhibit A to the Agreement. COUNTY shall pay CONTRACTOR
7 quarterly in arrears, upon receipt of a properly completed invoice, in the amount of \$40,700 for
8 Psychiatry Residents, and \$15,760.75 for Child Fellows, for a total amount of \$225,843 for Period One.
9 As per the Amendment, payment will change to \$110,000 per 1.0 FTE for Period Two and Three, for a
10 maximum of \$605,000 for Period Two and a maximum of \$605,000 for Period Three provided,
11 however, that the total of such payments shall not exceed the Maximum Obligation for each period as
12 stated in the Referenced Contract Provisions.”

13
14 4. Subparagraph III.B.1 of Exhibit A to the Agreement is amended to read as follows:

15 “a. CONTRACTOR shall provide two (2) to 4 FTE of Psychiatry Residents per year to
16 serve adult clients of mental health services who are living with serious and persistent mental illnesses,
17 and enrolled as clients in ADMINISTRATOR’S AOABH Outpatient clinics Each FTE will provide 100
18 DSH to clients per month.

19 b. One (1) unit of direct service equals one (1) hour of Trainee PGY-4 time.

20 c. Two (2) to 4 FTEs shall be divided among four (4) to nine (9) Trainees’; with 1 FTE
21 located at each of the four Outpatient clinics. It is expected that minimum services to be provided by one
22 (1) Trainee at a clinic would be one day per week.”

23
24 5. Subparagraph III.B.2 of Exhibit A to the Agreement is amended to read as follows:

25 “2. Children Youth & Prevention Behavioral Health Services (CYPBHS) Child Fellows

26 a. CONTRACTOR shall provide up to 1.5 FTE of PGY-5 Child Fellows per year to serve
27 consumers of mental health services who are enrolled as clients in ADMINISTRATOR’S CYPBHS
28 programs. Each 1.0 FTE will provide 100 DSH to clients per month for a total of 1200 per year.

29 b. One (1) unit of direct service equals one (1) hour of PGY-5 Child Fellow time.

30 c. Up to 1.5 FTEs shall be divided among two (2) to four (4) PGY-5 Child Fellows.

31 d. CONTRACTOR shall provide one (1) hour of clinical supervision per week, at
32 CONTRACTOR’s facility, for each PGY-5 Child Fellow providing services under the Agreement.

33 e. CONTRACTOR shall perform medical and psychiatric work for clients with mental
34 health issues which shall include, but may not be limited to, the following:

35 1) Examination and diagnoses of clients;

36 2) Order and administration of treatment for clients;

37 3) Prevention services.

1 f. PGY-5 Child Fellow shall demonstrate competence and develop knowledge in the care
2 of clients treated within a community mental health environment.

3 C. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a
4 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
5 shall maintain documentation of such efforts which may include, but not be limited to: records of
6 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&P; copies of
7 literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
8 enhance accessibility for, and sensitivity to, persons who are physically challenged.

9 D. CONTRACTOR shall advise and document all adverse incidents affecting the physical and/or
10 emotional welfare of clients, including but not limited to serious physical harm to self or others, serious
11 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
12 CONTRACTOR shall notify COUNTY as soon as possible, within twenty-four (24) hours of any such
13 serious adverse incident.

14 E. COUNTY shall establish the educational goals of its graduate medical education programs in a
15 manner consistent with the standards and requirements set forth by CONTRACTOR and the
16 Accreditation Council for Graduate Medical Education (ACGME) for program accreditation.

17 F. CONTRACTOR shall provide up to nine (9) Trainees, PGY-4 level, to equal a total of 4FTE
18 and between two (2) to four (4) Trainees, at the PGY-5 Child Fellow level, for up to 1.5 FTE, to provide
19 services under the Agreement. Each Trainee shall be enrolled in good standing in the
20 CONTRACTOR's psychiatry graduate medical education program or should possess suitable equivalent
21 qualifications as an instructor, clinician, and administrator, as determined by CONTRACTOR."

22
23 6. Subparagraph V.A of Exhibit A to the Agreement is amended to read as follows:

24 "A. CONTRACTOR shall maintain records and make statistical reports as required by
25 ADMINISTRATOR and the Department of Health Care Services (DHCS) on forms provided by either
26 agency."

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28 In all other respects, the terms of the Agreement not specifically changed by this First Amendment
29 shall remain in full force and effect.

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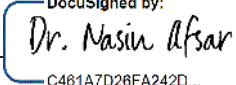
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1 IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement, in the
2 County of Orange, State of California.

3
4 THE REGENTS OF THE UNIVERISTY OF CALIFORNIA,
5 AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION,
6 ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE,
7 DEPARTMENT OF PSYCHIATRY

8
9 BY:  _____ DATED: 3/21/2019
10 C461A7D26FA242D...

11 TITLE: Chief Ambulatory Officer
12

13
14 BY: _____ DATED: _____

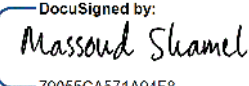
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16 TITLE: _____
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18
19 COUNTY OF ORANGE

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21
22 BY: _____ DATED: _____

23 HEALTH CARE AGENCY
24

25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30
31 BY:  _____ DATED: 3/21/2019
32 79055CA571A94F8...
33 DEPUTY
34

35
36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
37 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.



Agenda Item

AGENDA STAFF REPORT

ASR Control 19-000117

MEETING DATE: 04/23/19

LEGAL ENTITY TAKING ACTION: Board of Supervisors

BOARD OF SUPERVISORS DISTRICT(S): 3

SUBMITTING AGENCY/DEPARTMENT: Health Care Agency (Pending)

DEPARTMENT CONTACT PERSON(S): Annette Mugrditchian (714) 834-5026
Jeff Nagel (714) 834-7024

SUBJECT: First Amendment to the Agreement for Mental Health Physician Services

CEO CONCUR
Pending Review

COUNTY COUNSEL REVIEW
Pending Review

CLERK OF THE BOARD
Discussion
3 Votes Board Majority

Budgeted: Yes

Current Year Cost: N/A

Annual Cost: FY 2019-20
\$379,157
FY 2020-21 \$379,157

Staffing Impact: No

of Positions:

Sole Source: Yes

Current Fiscal Year Revenue: N/A

Funding Source: See Financial Impact Section

County Audit in last 3 years: No

Prior Board Action: 05/08/2018 # 33, 06/02/2015 #13, 05/08/2012 #3

RECOMMENDED ACTION(S):

1. Approve the First Amendment to the Agreement with The Regents Of The University Of California, as described in Article IX, Section 9 of The California Constitution, On Behalf Of University Of California, Irvine School Of Medicine, Department Of Psychiatry for provision of Physician Services to increase the funding by \$758,314 from \$677,529 to \$1,435,843 for the period of July 1, 2018, through June 30, 2021.
2. Authorize the Health Care Agency Director, or designee, to execute the First Amendment to the Agreement with The Regents Of The University Of California, as described in Article IX, Section 9 of The California Constitution, On Behalf Of University Of California, Irvine School Of Medicine, Department Of Psychiatry, as referenced in the Recommended Action above.

SUMMARY:

Approval of the First Amendment to the Agreement for the provision of Physician Services with The Regents Of The University Of California, as described in Article IX, Section 9 of The California Constitution, On Behalf Of University Of California, Irvine School Of Medicine, Department Of Psychiatry will provide highly specialized medical and psychiatric services for both adults and children.

BACKGROUND INFORMATION:

On May 8, 2012, your Honorable Board approved the Agreement with The Regents Of The University of California, as described in Article IX, Section 9 of The California Constitution, On Behalf of University Of California, Irvine School Of Medicine, Department of Psychiatry (UCI) for provision of Physician Services for the period July 1, 2012, through June 30, 2015. On June 2, 2015, the Board approved the Agreement with UCI for the period of July 1, 2015, through June 30, 2018.

On October 31, 2017, the Health Care Agency, (HCA) released a Sole Source procurement in BidSync. UCI is the only vendor capable of providing these human services.

On May 8, 2018 your Board approved the selection of and the Agreement with UCI for the provisions of Physician Services for the period of July 1, 2018, through June 30, 2021. UCI is the only training center for Psychiatrists and Child-Psychiatrists in Orange County. Neighboring counties also have University/Medical Center Psychiatry Training Programs, but their Residents and Fellows work with their county clinics and county hospitals. These services allow HCA a specialized service at a rate below market for practicing professionals while providing cost effective approach to receiving high quality psychiatric services for residents of Orange County.

Under this Agreement, Residents Physicians from UCI medical program provide highly specialized medical and psychiatric services to adults living with serious and persistent mental illnesses, and who are enrolled in HCA's Behavioral Health Outpatient clinics. The Outpatient Mental Health clinics are located in Anaheim, Aliso Viejo, Santa Ana and Westminster. Services include assessment, diagnosis and medication management. This Agreement also allows medical school faculty hours needed for clinical supervision of Resident Physicians.

In addition to the above services, this Agreement allows UCI Child Fellows in Psychiatry to provide highly specialized medical and psychiatric services to seriously emotionally disturbed children and youth. Services will be targeted to youth in the juvenile justice system who are enrolled in HCA's Behavioral Health Services Programs. Services for clients will be provided at Youth and Family Resource Centers, Youth Leadership Academy/Juvenile Hall and Orangewood Children and Family Center. Services include assessment, diagnosis and medication management. This Agreement also allows medical school faculty hours needed for clinical supervision of Child Fellows.

The proposed First Amendment will allow HCA to increase the number of hours resident physicians will be providing services to clients in our County Operated Mental Health and Recovery Services clinics. Under the current agreement we receive approximately two to three Full Time Equivalent (FTE) positions per year. The proposed First Amendment would allow us to have up to five and a half FTE every year. The reason for the proposed First Amendment is due to the increasing difficulty in hiring psychiatrists into the county. Residents can provide the same medication services as a psychiatrist as long as they are under the supervision of a psychiatrist.

As part of the First Amendment, Adult and Older Adult Behavioral Health will place up to a total of four FTE per school year, placing one FTE in each County Operated Access point clinic; Anaheim, Aliso Viejo, Westminster, and Santa Ana. This will provide needed coverage in each of the access point clinics where we have less psychiatrist positions available. Children and Youth Behavioral Health will place up to a total of one and a half FTE in their clinics per the First Amendment.

Under the current agreement in FY 2017-2018 at total of 338 clients were served. This was an average of 169 clients per FTE. More clients can be served per FTE in the adult clinics due to the high turnover of clients in adult programs over the course of the year, and the nature of and complicating factors surrounding prescribing psychotropic medication to youth. The proposed amendment will allow us to greatly increase the number of clients who are receiving this needed service.

Fiscal Year 2017-2018 Clients Served			
	Total Served	FTEs	Served per FTE
UCI Adult Residents	283	1.2	236
UCI Child Fellows	55	0.8	69

The First Amendment will also allow HCA to pay for resident time per FTE, instead of a flat fee for the service.

The Agreement with UCI for provision of Physician Services does not include subcontracts or pass through to other providers. See Attachment C for Contract Summary.

This Agreement contains a mutual indemnification provision, which varies from the County standard of sole indemnification, and an insurance provision, which is different from the County standard. CEO/Risk Management has approved the indemnification and insurance provisions and determined the risk to be acceptable for these services. See Attachment D for Risk Management Waiver.

HCA requests the Board approve the First Amendment to the Agreement with UCI for Provision of Mental Health Physician Services as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Appropriations for this Agreement will be included in the FY 2019-20 budget and will be included in the budgeting process for future years.

GF: 3%

State: 97% (1991 Mental Health Realignment, Vehicle License Fees, 2011 Realignment – Managed Care, Mental Health Services Act/Prop 63)

Should services need to be reduced or terminated due to lack of funding, the Agreement contains language that allows HCA to give a 30-day notice to either terminate or renegotiate the level of services to be provided. The notice will allow HCA adequate time to transition or terminate services to clients, if necessary.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A - First Amendment to the Agreement for provisions of Physician Services

Attachment B - Redline Version to Attachment A

Attachment C - Contract Summary Form

Attachment D - Risk Assessment Form

Attachment E - Sole Source Request Form