

**MODIFICATION NUMBER ONE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
SENECA FAMILY OF AGENCIES**

On _____, 2024, the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and Seneca Family of Agencies (hereinafter “Contractor”) entered into a services agreement (hereinafter “Agreement”).

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit G (California Department of Health Care Services - Mental Health Services Act Contract Special Terms and Conditions) is hereby added to the Agreement, is attached hereto, and is incorporated herein by this reference (hereinafter “Exhibit G”).
2. Section 1.5 (Contract Exhibits) is hereby revised to read as follows:

1.5 Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

- Exhibit A. Scope of Work
- Exhibit B. Payment Terms and Conditions
- Exhibit C. Insurance Requirements
- Exhibit D. Special Terms and Conditions - Information Privacy & Security - HIPAA Business Associate Addendum
- Exhibit F. California Department of Health Care Services Specialty Mental Health Services Medi-Cal Contract Special Terms and Conditions
- Exhibit G. California Department of Health Care Services - Mental Health Services Act Contract Special Terms and Conditions

3. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$2,050,000 under the terms and conditions of this Agreement.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2024.

CONTRACTOR:

Leticia Galyean, Chief Executive Officer & President
Seneca Family of Agencies

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Jennifer Solito, Interim Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

**Exhibit G. California Department of Health Care Services
Mental Health Services Act Contract Special Terms and Conditions**

Contractor agrees to comply with all the requirements set forth in this Exhibit applicable to services provided for under the Agreement. Additionally, the Contractor agrees to comply with Mental Health Services Act (MHSA) and all applicable Title 9 MHSA regulations.

1. California Department of Health Care Services Performance Contract

Contractor agrees to comply with all applicable terms and conditions set forth in the California Department of Health Care Services (DHCS) Performance Contract with County, which is hereby incorporated by reference as though fully set forth herein. The MHSA Agreement is available on the Sonoma County Department of Health Services' website at:
<https://sonomacounty.ca.gov/Health/Behavioral-Health/Mental-Health-Services-Act/>

2. Subcontractors

Contractor shall ensure that its subcontractors shall comply with applicable provisions of this Agreement.

3. California Department of Health Care Services MHSUDS Bulletins, Information Notices, and Letters

Contractor agrees to comply with all applicable MHSUDS Bulletins, Information Notices, and Letters issued by DHCS, as they may be amended or promulgated from time to time during the term of this Agreement. MHSUDS Bulletins, Information Notices, and Letters can be found at the following DHCS website:
https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx

4. Compliance with State and County Corrective Action

When DHCS or County conducts a review, annual external quality review, or other monitoring activities that identify areas of non-compliance, Contractor agrees to comply with all required corrective actions applicable to Contractor as set forth in the state issued or County-issued report.

5. Licensure and Staffing

Contractor warrants that it and all its employees and subcontractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, registrations, certificates, and a NPI number in good standing for the duration of this Agreement.

A copy of each of such licenses, permits, registrations, certificates, and an NPI number shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, registrations, certificates, and/or an NPI number in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County.

Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement. Contractor shall immediately and no later than two business days notify County in writing of any termination, suspension, reduction, or restriction of any requisite license, permit, registration, certificate or NPI number held by Contractor or its subcontractor. In addition, Contractor shall immediately notify County of any changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

6. Notification of Adverse Proceedings

Contractor shall immediately, and no later than two (2) business days, report to the County if Contractor or their employees, volunteers, interns, subcontractors, or providers retained in any capacity by Contractor are notified, have reason to know, or have reason to believe that they are under investigation by their licensing or certifying agency, are found to be in violation of any rules or regulation of their licensing or certifying agency, or are the subject of a disciplinary action. Contractor shall e-mail MHSA@sonoma-county.org when notification of adverse proceeding is required.

7. Certification and Continued Certification

The County must be notified immediately, and no later than one business day, in the event the Contractor's license, registration, certification, approval to operate their program or provide a covered service is revoked, suspended, modified, not renewed, or terminated as well as changes in ownership or location, significant physical plant or major staffing changes, corporate structure changes, or any reduction or modification of contracted services.

8. Cultural Competence Plan

Contractor shall comply with the provisions of the County's Cultural Competence Plan and participate in the County's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. Contractor shall use professional skills, behaviors, and attitudes in its system that ensures its system and clients being seen in the system, will work effectively in a cross-cultural environment. Contractor shall adopt effective measures to enforce compliance with the County's Cultural Competence Plan by its employees, subcontractors, and agents.

Within 90 calendar days of hire, and annually thereafter, Contractor, its employees, subcontractors and agents shall read the latest edition of the County's Cultural Competence Plan and complete any training provided by the Contractor or County.

Contractor shall maintain records providing signatures (either actual or electronic) from each employee, subcontractor, and agent stating that they read the Cultural Competence Plan, completed the related training and agree to abide by its contents.

The County's Cultural Competence Plan may be found here:
<http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

9. Quality Assurance

Contractor agrees to cooperate fully with program monitoring or other protocols that may be established by County to promote the provision of high quality, cost effective mental health care to clients.

10. Compliance Certification

Contractor shall certify in writing on an annual basis that it has complied with the following elements of this Agreement:

Agreement, Exhibit D: Privacy and Security Provisions
Agreement, Exhibit G, Section 5: Licensure and Staffing
Agreement, Exhibit G, Section 8: Cultural Competence Plan

Contractor shall sign the Contractor certification form attached hereto as Attachment A in conjunction with signing this Agreement.

Contractor shall disclose as necessary information associated with agreements identified in the Compliance Certification. Contractor shall submit said disclosures to the following:

Physical Mail: Sonoma County Behavioral Health Plan Administration
ATTN: MHSA Coordinator
2227 Capricorn Way, Suite 207
Santa Rosa, CA 95407
Phone: 707-565-4909 MHSA Coordinator
Fax: 707-565-4892 ATTN: MHSA Coordinator
Email: MHSA@sonoma-county.org

11. MHSA Issue Resolution Process:

- a. The County of Sonoma Department of Health Services Behavioral Health Division (DHS-BHD) has an MHSA Issue Resolution Process for resolving issues related to:
 1. MHSA Community Program Planning (CPP) Processes (e.g., stakeholder involvement, required time frames, etc.)
 2. Appropriate use of MHSA funds (e.g., non-supplantation)
 3. Inconsistency between an approved MHSA Plan/Update and actual implementation
 4. Client access to MHSA programs
- b. The MHSA Coordinator will provide training to a Contractor designee(s) involved in the delivery of services on County's MHSA Issue Resolution policy and procedure to
- c. An individual may file an issue at any time by filling out the MHSA Issue Resolution Form and submitting it to the MHSA Coordinator.
- d. The MHSA Coordinator shall investigate the issue and may convene an issue resolution committee whose membership includes individuals representing diverse perspectives.
- e. The MHSA issue shall be forwarded to the DHS-BHD Division Management Team and the DHS-BHD Director for review.

- f. Upon completion of the investigation, the MHSA Coordinator shall issue a report to the DHS-BHD Senior Management Team which includes the DHS-BHD Director.
- g. The report shall include a description of the issue, a brief explanation of the investigation, the recommendation and the DHS-BHD's resolution of the issue.
- h. DHS-BHD Director will submit the report to the DHS Director and the Compliance Officer.
- i. For MHSA Issue Resolution Process form (in English and Spanish) go to:
<http://sonomacounty.ca.gov/Health/Behavioral-Health/Mental-Health-Services-Act/>
Email completed form to MHSA@sonoma-county.org or mail to the address below:

Physical Mail: Sonoma County Behavioral Health Plan Administration
ATTN: MHSA Coordinator
2227 Capricorn Way, Suite 207
Santa Rosa, CA 95407
Phone: 707-565-4909 MHSA Coordinator
Fax: 707-565-4892 ATTN: MHSA Coordinator

State regulations require the DHS-BHD MHSA Issue Resolution Process be exhausted before invoking the State level issue resolution processes through any of the following agencies: Mental Health Oversight and Accountability Commission (MHSOAC), Department of Health Care Services (DHCS), or California Mental Health Planning Council (CMHPC).

12. Beneficiary Rights

In the provision of services under this Agreement Contractor agrees to comply with all applicable laws and regulations related to patients' rights, including but not limited to WIC 5325, CCR, Title 9, 862 through 868, and 42 CFR 438.100.

13. Beneficiary Problem Resolution

- a. In accordance with 42 CFR 438.408 and MHSUD Information Notice NO.: 18-010E, the Contractor shall adhere to the notice and timing requirements for all grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), as appropriate. Upon receipt of any grievances, requests for appeals, expedited appeals, and State Fair Hearing (SFH), Contractor shall immediately call the Grievance Coordinator at (707) 565-7895, and within 24 hours will submit all related documentation to BHQA@sonoma-county.org.

All email communications containing client identification or other health protected information must use encryption to secure transmitted electronic health information.

- b. Contractor shall post County notices explaining County's grievance, appeal, expedited appeal, and the DHCS SFH processes at all Contractor sites. For purpose of this Section, Contractor site shall include any office or facility owned and operated by Contractor at which beneficiaries may obtain specialty mental health services under this Agreement.
- c. Contractor shall participate in the resolution of grievances, appeals, expedited appeals, SHF at the request of the County.

- d. Contractor shall give beneficiaries any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.
- e. The Contractor shall not subject a beneficiary to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal.
- f. Contractor shall log all grievances and provide to County quarterly grievance reports and ensure that all corresponding documents are submitted.
- g. The Contractor shall allow the County and DHCS to engage in reviews of the Contractor's records pertaining to Grievances and Appeals.
- h. The Client Grievance/Appeal/SFH Process and Form is available on the County website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Medi-Cal-Informing-Materials/>.

14. MHSA Media Guide

Contractor shall comply with the Media Guide for Sonoma County Behavioral Health Division MHSA Contractors (MHSA Media Guide). A copy of the MHSA Media Guide is available on the Sonoma County Department of Health Services' Behavioral Health website at <https://sonomacounty.ca.gov/WorkArea/DownloadAsset.aspx?id=2147551585>.

Behavioral Health Contractor Compliance Certification

In accordance with Agreement Exhibit G, Section 10 (Compliance Certification), below are the required Certifications. Please review each Certification summary below and sign at bottom of page certifying acknowledgement of each statement and return to the County at bhqa@sonoma-county.org.

Health Information Privacy & Security (Exhibit D):

Contractor certifies that its employees, contractors and agents have been trained at the time of hire and annually thereafter on the privacy and security of protected health information consistent with HIPAA regulations. Contractor further certifies that they maintain evidence of training in the form of employee signature or acceptable electronic means.

Name of Contractor's HIPAA Privacy Officer: _____

Contractor's HIPAA Privacy Officer Phone Number: _____

Name of Contractor's HIPAA Security Officer: _____

Contractor's HIPAA Security Officer Phone Number: _____

Name of Contractor's Compliance Officer: _____

Contractor's Compliance Officer Phone Number: _____

Cultural Competence Plan (Exhibit G, Section 8):

Contractor certifies that it and all its employees, contractors, and agents have received and read a copy of the latest edition of the County's Cultural Competence Plan, completed all training provided by County, and agree to abide by the provisions of the Cultural Competence Plan, which can be located here:

<http://sonomacounty.ca.gov/Health/behavioral-Health/public-reports/>

Licensure and Staffing (Exhibit G, Section 5):

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have a National Provider Identifier (NPI) number as required by law and all necessary licenses, permits, registrations, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations.

CONTRACTOR

Contractor/Entity Name: _____

Signature

Date

Printed Name and Title