

SECOND AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 10-023**, by and between the **County of Santa Barbara** (County) and **Mental Health Systems, Inc.** (Contractor), for provision of **MHSA Transition Age Youth Services**.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, the First Amendment approved by the County Board of Supervisors in June 2010, except as modified by this Second Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section, THIS AGREEMENT INCLUDES, from Agreement and replace with the following:

THIS AGREEMENT INCLUDES:

A. EXHIBIT A, A-1 – Statement of Work

1. Attachment A - SANTA BARBARA COUNTY MENTAL HEALTH PLAN, QUALITY MANAGEMENT STANDARDS

B. EXHIBIT B - Financial Provisions

C. EXHIBIT B-1 – Schedule of Rates and Contract Maximum

D. EXHIBIT B-2 – Contractor Budget Packet

E. EXHIBIT C – Standard Indemnification and Insurance Provisions

F. EXHIBIT D – Organizational Service Provider Site Certification

G. EXHIBIT E – Program Goals, Outcomes and Measures

II. Add Exhibit A-1, Statement of Work, Early Detection and Intervention, as follows:

EXHIBIT A-1

STATEMENT OF WORK

EARLY DETECTION AND INTERVENTION

1. **PROGRAM SUMMARY.** The Early Detection and Intervention Team for TAY (hereafter "the Program") specializes in early detection and prevention of serious mental illness in transition-age youth (age 16 – 25) which incorporates elements of the Portland Identification and Early Referral (PIER) Program Model, focusing on the pre-psychotic phase of a developing psychotic illness, to guide program services. Teams shall be comprised of County and

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Contractor staff serving in North and South County located at the Alcohol, Drug and Mental Health Services (ADMHS) children's clinics in Santa Barbara at 429 North San Antonio Road, Santa Barbara, California and Santa Maria at 500 West Foster Road, Santa Maria, California.

2. **PROGRAM GOALS.** The goals of the Program shall include:
 - A. Provide early identification of transition-age youth who are at risk of, or showing early signs of psychosis or mood disorders, or those diagnosed within the past 12 months;
 - B. Provide outreach to community members to develop a network of individuals who can serve as "early identifiers" of individuals who are at-risk, or have early onset of a mental health condition;
 - C. Reduce barriers to, and disparities in treatment, especially stigma;
 - D. Apply clinical services to engage and treat at-risk transition-age youth.
3. **STAFFING.** The Program shall be staffed by a total of 8.0 FTE, comprised of County and Contractor staff forming two (2) Teams, one Team covering North County and one Team covering South County (hereafter "the Teams").
 - A. County shall provide 1.0 FTE Licensed Practitioner, 1.0 FTE Caseworker and 1.0 FTE Alcohol and Other Drug (AOD) Specialist for each Team. One of these County staff shall serve as the Team Lead, who coordinates and monitors the activities of the Program staff that have shared ongoing responsibility to assess, plan, and deliver treatment, rehabilitation and support services to each client.
 - B. Contractor shall provide a total of 2.0 FTE. Each Team shall include the following Contractor staff:
 1. 0.5 FTE Consumer Peer Recovery Specialist. The Consumer Peer Recovery Specialist shall be an individual who is or has been a recipient of mental health services for serious mental illness. In addition, the Consumer Peer Recovery Specialist shall be a peer to the TAY clients and shall reflect the ethnicity, gender, sexual orientation, and life experience of the Program's participants. Consumer Peer Recovery Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Consumer Peer Recovery Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.
 2. 0.5 FTE Family Advocate. The Family Advocate shall be a family member of individuals with serious mental illness. The Family Advocates shall function as liaisons with family members, care givers, clients, County, local National Association of Mental Illness (NAMI) groups, and other County treatment contractors to provide support, education, information and referral, and community outreach for clients' families.

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C. Training.

1. Staff providing services under this contract shall complete the Early Detection and Intervention for the Prevention of Psychosis Training, as required by ADMHS.
2. Staff providing services under this contract shall participate in all trainings identified by ADMHS as necessary to provide quality services to the identified community

D. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Quality Assurance Division within one business day when staff is terminated from working on this Contract.

E. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

F. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Contract.

G. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.

H. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

I. Forty percent (40%) of staff hired to work on the Team shall be bilingual and bicultural.

4. SERVICES.

A. The Team shall collaboratively provide the following elements found in the PIER model to Program clients, based upon individual need:

1. **Family Psychoeducation.** Family psychoeducation engages the client and their family in treatment, provides education about the client's mental health conditions, helping the client and family cope with the mental health condition and/or to facilitate recovery.
2. **Community Integration.** Social system interventions help clients maintain and expand a positive social network to reduce social isolation by working with each client to assess and identify the client's joys, abilities and accomplishments in the present and in the past, and what the client would like to occur in the future; identify and address potential obstacles to establishing positive social relationships (e.g., shyness;

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anxiety; client's expectations for success and failure), give side-by-side support and coaching to build client confidence and success in relating to others.

3. **Employment and Educational Support.** The Team shall provide work-related support services to help clients who want to find and maintain employment in community-based job sites as well as educational supports to help clients who wish to pursue the educational programs necessary for securing a desired vocation.
 4. **Medication Management.** Medication management services shall be provided through existing medication support staff (i.e. Psychiatrist, Psychiatric Nurse) at the ADMHS clinics or CARES facilities where the client has an episode open. Team members shall work closely with each client and his/her County Psychiatrist to assess and document the client's mental illness symptoms and behavior in response to medication and shall monitor for medication side effects.
- B. In addition to the elements of the PIER model described in Section 4.A, the Team shall provide the following array of services, as needed, to Program clients:
1. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204.
 2. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the client's treatment plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.
 3. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
 4. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education, as defined in Title 9 CCR Section 1810.243.
 5. **Therapy.** Therapy is a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as

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defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual and may include family therapy at which the client is present.

6. **Case Management.** 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; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 7. **Crisis Assessment and Intervention.** The Team shall ensure on call capacity 24 hours per day, seven days per week to respond to requests by the County Crisis and Recovery Emergency Services (CARES) in the event that specialized knowledge from the Program is required.
 8. **Housing Services and Supports.** The Program shall provide housing services and support to help clients obtain and keep housing consistent with their recovery objectives, which includes assisting clients in finding apartments or other living arrangements; securing rental subsidies; developing positive relationships with landlords; executing leases; moving and setting up the household; meeting any requirements of residency.
 9. **Activities of Daily Living Support.** The Team shall provide services to support activities of daily living in community-based settings include individualized assessment, problem-solving, side-by-side assistance and support, skills training, ongoing supervision (e.g., monitoring, encouragement) and environmental adaptations to assist clients to gain or use the skills required to carry out personal care and grooming tasks; perform activities such as cooking, grocery shopping and laundry; procure necessities such as a telephone, microwave; develop ways to budget money and resources; use available transportation.
 10. **Substance Abuse/Co-Occurring Conditions Support.** The Team shall provide substance abuse treatment services, based on each client's assessed needs. Services shall include, but not be limited to, individual and group interventions to assist individuals who have co-occurring mental illness and substance abuse problems.
 11. **Coordination with Primary Care and Other Services.** The Team will include a high degree of coordination with healthcare providers and others with whom clients may come in contact including housing providers, primary health care providers, and substance abuse providers.
- C. Contractor's staff, described in Section 3.B, shall collaborate with County staff on the Team and provide a combination of services described in Section 4.A and B as appropriate for their role on the team. In addition, Contractor's staff will provide the following services:
1. **Peer and Support Services.** Provide services to validate clients' experiences and guide and encourage clients to take responsibility for and actively participate in their

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own recovery, as well as services to help clients identify, understand, and combat stigma and discrimination against mental illness and develop strategies to reduce clients' self-imposed stigma:

- a. Peer counseling and support.
- b. Introduction and referral to consumer self-help programs and advocacy organizations that promote recovery.
- c. Recovery-oriented training including WRAP (Wellness Recovery Action Plan) and UCLA/PAL Independent Living Skills modules.

2. **Outreach and Education.**

- a. Organize and promote recovery-oriented supports and services, such as family support groups;
- b. Provide outreach to under-served families and linkage to care and build relationships with families currently receiving little or no service;
- c. Provide individuals and their families crisis support and training on consumer and family member issues;
- d. Collaborate with the Justice Alliance staff, ADMHS clinical teams, and the ADMHS Crisis and Recovery Emergency Services (CARES) program, as appropriate;

3. Contractor's staff shall work closely with the Program's Team Lead, who will provide overall coordination of the Program.

5. **CLIENTS/PROGRAM CAPACITY.** The Team serves transition-age youth (aged 16 – 25) who are in the pre-illness phase, at risk for mental illness, or who have been diagnosed with mental illness within the past 12 months. Clients shall have been interviewed and screened for prodromal symptoms of psychosis and bi-polar mood disorder upon referral into the Program. The Team shall serve an average capacity of 50 clients and their families in each location.

6. **SERVICE INTENSITY** The average length of the stay in the Program shall be twelve (12) months. A higher intensity of services for the first three months is anticipated.

7. **DOCUMENTATION REQUIREMENTS.** Contractor shall have shared access to ADMHS' client file, and shall access the file for each client referred and treated. The following shall be completed for each client:

A. **Treatment Plan.** County staff shall complete a Treatment Plan for clients receiving Program services. The Treatment Plan shall provide overall direction for the collaborative work of the client, family, and the Program. The Treatment Plan shall include:

1. Client's recovery goals or recovery vision, which guides the service delivery process;
2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;

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3. Interventions planned to help the client reach their goals.

B. PROGRESS NOTES.

1. Contractor shall complete electronic progress notes using County's MIS system for each direct client contact. These notes will serve as documentation for billable and non-billable Medi-Cal units of service. Service records documenting services provided, in the form of electronic progress notes that meet County specifications, will be submitted to the County MIS Unit within 72 hours of service delivery.
2. Electronic progress notes that describe the interventions conducted, as described in Attachment A, Progress Notes and Billing Records, including, at minimum:
 - a. Actual start and stop times.
 - b. The goal from the rehabilitation plan that was addressed in the encounter.
 - c. The intervention that was provided by the staff member.
 - d. The response to that intervention by the client.
 - e. The plan for the next encounter with the client, and other significant observations.

8. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided, in duplicate, to ADMHS Contracts Division.

9. REPORTS.

A. **SERVICE LEVEL REPORTS.** Contractor shall track required data elements including: number and type of activity, number of individuals served by the Program, number of families served, number and type of publications produced and in what language, and provide summary reports from other Contractor data sources, as requested.

B. **FISCAL.** Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.

C. **STAFFING.** Contractor shall submit monthly staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff

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hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.

D. **PROGRAMMATIC.** After the first year of operation, Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of individuals and families served, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress.

E. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.

F. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Mental Health on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

10. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9, Chapter 14 and all relevant provisions of applicable law that are now in force or which may hereafter be in force.

11. CLIENT AND FAMILY MEMBER EMPOWERMENT

A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.

B. Contractor shall maintain a grievance policy and procedure to address client/ family satisfaction complaints.

12. STANDARDS

A. Contractor shall make its service protocols and outcome measures data available to County.

B. Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

¹ [ADMHS Model of Care](#)

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13. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to 45 CFR §205.50 (requires patient, or patient representative, authorization specific to psychiatric treatment prior to release of information or a judge signed court order if patient authorization unavailable), and Section 2 of the Additional Terms and Conditions. Patient records must comply with all appropriate State and Federal requirements.

14. **CULTURAL COMPETENCE.**

- A. Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of Bilingual and Bicultural staff, and the number of culturally diverse individuals receiving Program services;
 - 2. Efforts aimed at providing culturally competent services such as training provided to staff, changes or adaptations to service protocol, community education/Outreach, etc.;
- B. Contractor shall fill Program service staff positions with staff that reflects the ethnic and/or cultural makeup of the target population. At all times, the Contractor shall be staffed with personnel, or provide individuals who are able to communicate in the client preferred language;
- C. Contractor shall maintain Bilingual capacity and provide staff with regular training on cultural competency, sensitivity and the cultures within the community;
- D. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of individuals and families served.

15. **NOTIFICATION REQUIREMENTS**

- A. Contractor shall notify County immediately in the event of any suspected or actual misappropriation of funds under Contractor's control; known serious complaints against licensed staff; restrictions in practice or license as stipulated by the State Bureau of Medical Quality Assurance, Community Care Licensing Division of the Department of Social Services of the State, or other State agency; staff privileges restricted at a hospital; legal suits initiated specific to the Contractor's practice; initiation of criminal investigation of the Contractor; or other action instituted which affects Contractor's license or practice (for example, sexual harassment accusations). "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the event. Contractor shall train all personnel in the use of the ADMHS Compliance Hotline.
- B. Contractor shall immediately notify the County Liaison in the event a client with a case file (episode) open to the County presents any of the following client indices: suicidal risk factors, homicidal risk factors, assaultive risk factors, side effects requiring medical attention or observation, behavioral symptoms presenting possible health problems, or any behavioral symptom that may compromise the appropriateness of the placement.
- C. Contractor shall notify the County ADMHS Director or designee, regardless of whether the client has a case file (episode) open with the County, should any of the following events occur: death, fire setting, police involvement, media contact, any behavior leading

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to potential liability, any behavioral symptom that may compromise the appropriateness of the placement.

16. **PERIODIC REVIEW.** County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site reviews of Contractor's documentation.
17. **POLICIES AND PROCEDURES.** Contractor shall maintain written policies and procedures to set expectations for Contractor staff and establish consistency of effort and shall provide a copy to County upon request. The written policies and procedures should be consistent with all applicable State, Federal and County requirements and should cover the following as applicable to Contractor's scope of practice:
- A. Informed consent for treatment, including medication.
 - B. Client rights, including right to treatment with respect and dignity, under the least restrictive conditions, delivered promptly and adequately.
 - C. Process for client filings of grievances and complaints.
 - D. Admission and discharge (e.g. admission criteria and process; discharge criteria, process and documentation).
 - E. Personnel (e.g. required staff, staffing ratios, qualifications, orientation and training).
 - F. Hours of operation and coverage, service intensity, staff communication and planning emphasizing a team approach, and staff supervision.
 - G. Assessment and treatment processes and documentation (e.g. comprehensive assessment, treatment planning, progress notes).
 - H. Treatment, rehabilitation and support services.
 - I. Client medical record maintenance.
 - J. Program evaluation and performance (quality assurance).
 - K. Procedures for compliance with applicable State and Federal laws, including all Equal Employment Opportunity (EEO)/Affirmative Action (AA) requirements. Contractors must comply with the Americans with Disabilities Act.

III. Delete Section II. MAXIMUM CONTRACT AMOUNT from Exhibit B, Financial Provisions, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$467640**. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in

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Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

IV. Delete Section VI, BILLING AND PAYMENT PROCEDURES AND LIMITATIONS, from Exhibit B, Financial Provisions, and replace with the following:

- A. Submission of Claims and Invoices. Claims for Medi-Cal services are to be entered into the County's Management Information System (MIS) within 10 calendar days of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations. In addition to claims submitted into MIS, Contractor shall submit a written invoice within 10 calendar days of the end of the month in which mental health services are delivered that: i) summarizes the information submitted into MIS, including the UOS provided for the month, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to the County designated representative or to:

Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable
300 North San Antonio Road Bldg. 3
Santa Barbara, CA 93110 –1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted by the County to the State on behalf of Contractor. Payment will be based on the UOS accepted into MIS on a monthly basis.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth below.

- B. Monthly Expenditure and Revenue Report and Projection Report. Contractor shall submit a monthly Expenditure and Revenue Report and Projection Report as described in the Reports Section of Exhibit A and Exhibit A-1 to this Agreement.
- C. Withholding Of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County written standards.

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E. Claims Submission Restrictions.

1. Six-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing. Original (or initial) claims received after this six month billing limit without an acceptable delay reason code are subject to reduction and/or denial by either the State or County. Exceptions to the six month billing limit can be made for months seven through twelve following the month in which the services were rendered if the reason for the late billing is allowed by WIC Section 14115 and Title 22, California Code of Regulations section 51008.5.
2. For all other services, claims must be received by County within 30 days from the end of the month in which services were provided to avoid possible denial of reimbursement for late billing.
3. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

F. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

G. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

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V. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Mental Health Systems, Inc. FISCAL YEAR: 2010-11

	PROGRAM			TOTAL
	New Heights	Early Detection and Intervention		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	20,096			20,096
Outpatient Mental Health Services (15/10-59)	119,404			119,404
Outpatient Crisis Intervention (15/70-79)	456			456
SERVICE TYPE: M/C, NON M/C	M/C	NON MC		
UNIT REIMBURSEMENT	minute	Cost as budgeted	minute	
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)		\$1.98		
Outpatient Mental Health Services (15/10-59)		\$2.55		
Outpatient Crisis Intervention (15/70-79)		\$3.79		

GROSS COST:	\$ 346,000	\$ 121,640		\$467,640
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
A PATIENT FEES				\$0
B PATIENT INSURANCE				\$0
C CONTRIBUTIONS				\$0
D FOUNDATIONS/TRUSTS				\$0
E SPECIAL EVENTS				\$0
F OTHER (LIST):				\$0
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$0
MAXIMUM CONTRACT AMOUNT:	\$ 346,000	\$ 121,640	\$ -	\$ 467,640

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
A MEDI-CAL/FFP	\$ 51,900			\$ 51,900
B OTHER FEDERAL FUNDS				\$ -
C REALIGNMENT/VLF FUNDS				\$ -
D STATE GENERAL FUNDS				\$ -
E COUNTY FUNDS				\$ -
F HEALTHY FAMILIES**				\$ -
G TITLE 4E				\$ -
H AB 3632*				\$ -
I EPSDT	\$ 46,710			\$ 46,710
J FIRST 5 GRANT				\$ -
K MHA***	\$ 242,200	\$ 121,640		\$ 363,840
L MHA MEDI-CAL MATCH	\$ 5,190			\$ 5,190
TOTAL (SOURCES OF FUNDING)	\$ 346,000	\$ 121,640	\$ -	\$ 467,640

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* Medi-Cal services may be offset by AB 3632 qualifying services (funding).
 ** Medi-Cal services may be offset by Healthy Families qualifying services (funding) with prior ADMHS approval.
 ***MHA Funding may be offset by additional Medi-Cal funding

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VI. Delete Exhibit B-2, Contractor Budget, and replace with the following:

**Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet
Entity Budget By Program
Contract # : BC 10-023**

AGENCY NAME: Mental Health Systems, Inc.

COUNTY FISCAL YEAR: FY 2010-2011 July 1, 2010 to June 30, 2011
(round amounts the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite

LINE#	COLUMN #	1	2	3	4	5
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	New Heights 381	Early Detection and Intervention (starts August 1) E02-001
1		MHSA		\$ 369,030	\$ 247,390	\$ 121,640
2		Medi-Cal		\$ 98,610	\$ 98,610	\$ -
18		Total Other Revenue (Sum of lines 1 through 17)	\$ -	\$ 467,640	\$ 346,000	\$ 121,640
		I.B Client and Third Party Revenues:				
19		Medicare		-		
20				-	\$ -	\$ -
21		Insurance		-		
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)		-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	85,400,000	467,640	346,000	121,640

		III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	New Heights 381	Early Detection and Intervention (starts August 1) E02-001
26		Salaries (Complete Staffing Schedule)	\$32,000,000	\$ 291,657	\$ 213,080	\$ 78,577
27		Employee Benefits	7,250,000	\$ 71,569	\$51,139	\$20,430
28		Consultants	3,000,000	\$ -	\$ -	\$ -
29		Payroll Taxes (Insurance - WC/UI/Life)	1,400,000	\$ 15,312	\$ 11,187	\$ 4,125
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ 43,650,000	\$ 378,538	\$ 275,406	\$ 103,132
31		Professional Fees	80,000	\$ 400	\$ 200	\$ 200
32		Supplies	3,310,000	\$ 3,000	\$ 3,000	\$ -
33		Telephone	1,100,000	\$ 6,500	\$ 6,500	\$ -
34		Postage & Shipping	-	\$ 850	\$ 850	\$ -
35		Occupancy (Facility Lease/Rent/Costs)	5,850,000	\$ 750	\$ 750	\$ -
36		Rental/Maintenance Equipment	690,000	\$ 220	\$ 220	\$ -
37		Supplies-Minor Equipment	190,000	\$ 200	\$ 200	\$ -
38		Printing/Publications	1,380,000	\$ 428	\$ 428	\$ -
39		Transportation	430,000	\$ 9,200	\$ 7,500	\$ 1,700
40		Conferences, Meetings, Etc	480,000	\$ 2,784	\$ 1,570	\$ 1,214
41		Insurance	-	\$ 3,273	\$ 2,422	\$ 851
42		Other: Client Transportation	110,000	\$ 2,000	\$ 2,000	\$ -
43		Other: Client Services	26,720,000	\$ 2,700	\$ 2,700	\$ -
44		Other: General Office Expenditures	300,000	\$ 950	\$ 900	\$ 50
45		Other: Business Services	200,000	\$ 225	\$ 200	\$ 25
45		Other: Urinalysis/Lab/Drug Testing	510,000	\$ -		
47		SUBTOTAL DIRECT COSTS	\$ 85,000,000	\$ 412,018	\$ 304,846	\$ 107,172
		III. INDIRECT COSTS				
48		Administrative Indirect Costs		\$ 55,622	\$ 41,154	\$ 14,468
49		GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+ 48)	\$ 85,000,000	\$ 467,640	\$ 346,000	\$ 121,640

SECOND AMENDMENT

SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Mental Health Systems, Inc.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-3302967.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

SECOND AMENDMENT

CONTRACT SUMMARY PAGE

BC 10-023

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year..... 10-11
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health Services
 D5. Contact Person Erin Jeffery
 D6. Telephone..... (805) 681-5168

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose MHPA Transition Age Youth
 K3. Contract Amount..... \$467640
 K4. Contract Begin Date 7/1/2010
 K5. Original Contract End Date 6/30/2011
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2010	346000	346000	346000	6/30/2011	FY 10-11 funds
2	8/1/2010	121640	467640	467640	6/30/2011	Add funds/program

B1. Is this a Board Contract? (Yes/No)..... True
 B2. Number of Workers Displaced (if any) N/A
 B3. Number of Competitive Bids (if any)..... N/A
 B4. Lowest Bid Amount (if bid) N/A
 B5. If Board waived bids, show Agenda Date..... N/A
 and Agenda Item Number

B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)... Yes
 F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$467640
 F3. Fund Number..... 0048
 F4. Department Number 043
 F5. Division Number (if applicable)..... N/A
 F6. Account Number 7460
 F7. Cost Center number (if applicable).....
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=710170
 V2. Payee/Contractor Name Mental Health Systems, Inc.
 V3. Mailing Address 9465 Farnham St..
 V4. City, State (two-letter) Zip (include +4 if known) San Diego, CA 92123
 V5. Telephone Number..... 8585732600
 V6. Contractor's Federal Tax ID Number (EIN or SSN) 95-3302967
 V7. Contact Person Kimberly Bond President
 V8. Workers Comp Insurance Expiration Date 4/1/2011
 V9. Liability Insurance Expiration Date[s] G-10/1/2010; P-10/15/2010
 V10. Professional License Number
 V11. Verified by (name of county staff)..... Erin Jeffery
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____