

AMENDMENT NO. 1

To the CONTRACT FOR BEHAVIORAL HEALTH SERVICES COUNTY OF SAN LUIS OBISPO BEHAVIORAL HEALTH SERVICES

Entered into by and between the County of San Luis Obispo, a public entity in the State of California, hereafter "County" and Family Care Network, a California corporation, hereafter "Contractor".

WHEREAS, on September 17, 2013, the County and Contractor entered into a contract for fiscal year 2013-14 (the "Contract") under which Contractor agreed to provide mental health services to Mental Health clients and to expand services to reach underserved populations associated with the components of the Mental Health Services Act (MHSA); and

WHEREAS, the County and Contractor have a need to amend the original terms of the Contract to add a new mental health program and increase the maximum compensation.

NOW, THEREFORE, the parties agree that the Contract is amended as follows:

1. Exhibit A (Scope of Services) is amended to add the following paragraph as:

7) Intensive Home Based Services (\$205,000)

- a. Scope of Services: The Intensive Home Based Services (IHBS) help children/youth up to age 21 develop skills and achieve the goals and objectives of the plan. The services are intensive, individualized, and strength-based, needs-driven intervention activities that support the engagement and participation of children/youth and his/her significant support persons. Children/youth enrolled in the program must meet the following Katie A. Subclass criteria, as per the settlement agreement in a lawsuit *Katie A. v. Bonta*: Child/Youth must be full-scope Medi-Cal (Title XIX) eligible; have an open child welfare services case; meet the medical necessity criteria for Specialty Mental Health Services; and either be currently in or being considered for wraparound, therapeutic foster care, specialized care rate due to behavioral health needs or other intensive EPSDT services or currently in or being considered for group home (RCL 10 or above), a psychiatric hospital or 24-hour mental health treatment facility or has experienced three or more placements within 24 months due to behavioral health needs.
- b. Service Specifications: The Contractor shall provide 3.0 FTE Personal Services Specialists (PSS) to provide resource support

within an integrated Child and Family Team (CFT) for up to 50 children or youth who meet the Katie A. Subclass criteria outlined above and shall be in accordance with the Core Practice Model's values, principles, and practices. The services may be delivered across a Sunday through Saturday workweek, hours and schedule to be determined by the CFT. The PSS will be located regionally with the team and will be provided clinical supervision and day to day direction by the Mental Health Program Supervisor and/or therapist. Contractor will provide Human Resource Management and Administrative Supervision. The services the PSS will assist in providing will include but are not limited to:

- 1) Medically necessary skill-based interventions for the remediation of behaviors or improvement of symptoms;
- 2) Development of functional skills to improve self-care, self-regulation, or other functional impairments by intervening to decrease or replace non-functional behavior that interferes with daily living tasks or the avoidance of exploitation by others;
- 3) Development of skills or replacement behaviors that allow the child/youth to fully participate in the CFT and service plans including but not limited to the plan and/or child welfare service plan;
- 4) Improvement of self-management of symptoms, including self-administration of medications as appropriate;
- 5) Education of the child/youth and/or their family or caregivers(s) about an how to manage the child/youth's mental health disorder or symptoms;
- 6) Support of the development, maintenance and use of social networks including the use of natural and community resources;
- 7) Support to address behaviors that interfere with the achievement of a stable and permanent family life;
- 8) Support to address behaviors that interfere with seeking and maintaining a job;
- 9) Support to address behaviors that interfere with a child/youth's success in achieving educational objectives in an academic program in the community; and
- 10) Support to address behaviors that interfere with transitional independent living objectives such as seeking and maintaining housing and living independently.

c. Units of Service:

1) Units Defined:

- i. Client Served = Unique client receiving services during contract period.
- ii. Client Slots = Number of clients that staffing is set to serve at one time

- iii. Service Unit = One minute of approved mental health services entered into the County's billing system
- 2) Minimum Annual Units:
 - i. 50 Clients Served
 - ii. 50 Client Slots
 - iii. 130,000 Service Units

d. Measurable Outcomes:

- 1) 85% of clients demonstrate stable functioning – at home receiving appropriate care, shelter, food, and other necessities of life
- 2) 85% of clients demonstrate regular school attendance
- 3) 85% of clients will be diverted from incarceration
- 4) 85% will be diverted from placement in a RCL 10 or above group home facility and/or acute psychiatric hospitalization

2. The Original Contract, Exhibit B, (Compensation), Paragraph 1, Subparagraph b. is deleted and replaced in its entirety and replaced with the following:

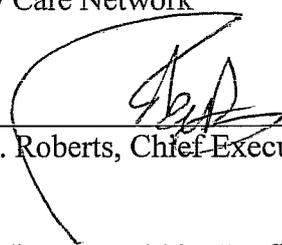
b. The maximum amount of this contract shall not exceed four million eight hundred thirty-five thousand dollars (\$4,835,000). All payments under this Contract must directly support services specified in this Contract.

3. In any instance in which a provision of this Amendment No. 1 contradicts or is inconsistent with provisions of the Contract, the provision of this Amendment No. 1 shall prevail and govern the contradicted or inconsistent provision shall be amended accordingly. All other terms and conditions of the Contract and any amendments shall remain in full force and effect.

4. The effective date of this Amendment No. 1 shall be November 1, 2013.

IN WITNESS WHEREOF, County and Contractor have executed this Amendment No.1 on the day and year set forth below.

CONTRACTOR
Family Care Network

By: 
Jim W. Roberts, Chief Executive Officer

CONTRACTOR
Family Care Network

By: 
Bobbie Cherry Boyer, Chief Financial Officer

Tax ID# Held in Confidential File

COUNTY OF SAN LUIS OBIPSO
COUNTY COUNSEL

Approved as to form and legal effect.

RITA L. NEAL
COUNTY COUNSEL

By: *Rita Neal*
Deputy County Counsel

Date: 10/8/13

COUNTY OF SAN LUIS OBISPO,
A Public Entity in the State of California

By: _____
Chairman, Board of Supervisors

Date: _____

ATTEST

By: _____
County Clerk and Ex-Officio Clerk
of the Board of Supervisor