

AMENDMENT NO. 2 TO AGREEMENT A-11713

This Amendment No. 2 to Agreement A-11713 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and ODD-Fellow Rebekah Children's Home of California, hereinafter referred to as CONTRACTOR.

WHEREAS, the COUNTY and the CONTRACTOR have heretofore entered into Agreement A-11713 dated June 28, 2010 (Agreement);




WHEREAS, on or about September 29, 2012, the COUNTY and CONTRACTOR entered into an executed Amendment No. 1 to increase funding to add room and board and discontinue Therapeutic Behavioral Health Services (TBS); and


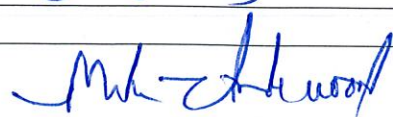
WHEREAS, the COUNTY and the CONTRACTOR wish to amend the Agreement to increase funding to add Residential Treatment Services and rates to the scope of work and modify payment provisions accordingly for the period January 1, 2013 to June 30, 2013.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in the Agreement, the parties agree as follows:

1. Amendment 1 to EXHIBIT A-1 of Agreement A-11713 is replaced with Amendment 2 to EXHIBIT A-2. All references in the Agreement to Amendment 1 to EXHIBIT A-1 shall be construed to refer to Amendment 2 to EXHIBIT A-2.
2. Amendment 1 to EXHIBIT B-1 of Agreement A-11713 is replaced with Amendment 2 to EXHIBIT B-2. All references in the Agreement to Amendment 1 to EXHIBIT B-1 shall be construed to refer to Amendment 2 to EXHIBIT B-2.
3. PAYMENTS BY COUNTY, COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in Amendment 2 to EXHIBIT B-2, subject to the limitations set forth in this Amendment 2 EXHIBIT A-2 to Agreement A-11713. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$1,448,342.
4. All other terms and conditions of Agreement A-11713 shall remain in full force and effect.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 to Agreement A-11713 as of the day and year written below.

COUNTY OF MONTEREY	
By: Mike Derr, Contracts/Purchasing Officer	Date:
By: Ray Bullick, Director of Health	Date:
<i>Approved as to Form</i>	
	
By: Stacy Saetta, Deputy County Counsel	Date: May 22, 2013
<i>Approved as to Fiscal Provisions</i>	
	
By: Gary Giboney, Auditor-Controller	Date: 5/22/13
<i>Approved as to Liability Provisions</i>	
	
By: Steve Mauck, Risk Management	Date:

ODD-Fellow Rebekah Children's Home of California	
	
By: Mary Kaye Gerski, Executive Director	Date: 5-8-13
	
By: (Signature of Secretary, Asst. Secretary, CFO, or Asst. Treasurer)*	Date: 5/8/13

<i>Approved as to Content</i>	
By: Wayne Clark, Behavioral Health	Date:

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

² Approval by County Counsel is necessary only if changes are made to the standard provisions of the MHSA.

AMENDMENT 2 TO EXHIBIT A-2 PROGRAM DESCRIPTION

PROGRAM I DESCRIPTION

I. IDENTIFICATION OF PROVIDER

ODD-Fellow Rebekah Children's Home of California
290 I.O.O.F Avenue
Gilroy, CA 95020

II. INCORPORATION STATUS/TYPE OF FACILITY LICENSE

501 C3 (Non-Profit)

III. PROGRAM NARRATIVE

Contractor will provide Day Treatment Intensive (Full Day), Medication Support, and Mental Health Services to youth who require the highest level of residential care or would require periodic inpatient hospitalization, placement at out-of-state facilities, or in a juvenile justice facility.

IV. PROGRAM GOALS

To return youth to living at home or to a lower level of care by reducing emotional/behavioral symptoms.

V. PROGRAM OBJECTIVES

- A. Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth's community.
- C. Improve academic achievement.

VI. POPULATION/CATCHMENT AREA TO BE SERVED & FINANCIAL ELIGIBILITY

This current agreement is for **five (5)** eligible residents of Monterey County. New eligible residents of Monterey County referred to ODD-Fellow Rebekah Children's Home of California will require an amendment to this agreement.

Youth must be full scope Medi-Cal eligible and have been screened through the County Interagency Placement Committee, or any youth who have been placed through the Individual Educational Plan (IEP) process. Undocumented youth require pre-authorization by the Behavioral Health Director of Monterey County.

VII. TREATMENT SERVICES

- A. Modes of Services: Day Treatment Intensive, Medication Support, and Mental Health Services.
- B. Mode of Service: Group Home RCL14 Board and Care per year for two (2) youth.
FY 2011-12: Approximately 6 months
FY 2012-13: Approximately 24 months

C. Delivery Site:
290 I.O.O.F Avenue,
Gilroy, CA 95020

D. Hours of Operation:
Day Treatment Intensive: more than four (4) hours per day, five days per week.
Mental Health Services (other than family therapy): offered on non-day treatment days.
Medication Support: available by appointment.
Residential Program: 24 hours a day, 7 days a week, 365 days a year.

E. Contracted Units of Service by Type and Mode Each Year:

FY 2010-11

1. 1,205 estimated days of Day Treatment Intensive client (full day) services.
2. 7,167 estimated minutes of Medication Support services
3. 4098 estimated minutes of Case Management services
4. 6013 estimated minutes of TBS services
5. 5866 estimated minutes of Mental Health services

FY 2011-12

1. 1,205 estimated days of Day Treatment Intensive client (full day) services.
2. 7,167 estimated minutes of Medication Support services
3. 4098 estimated minutes of Case Management services
4. 6013 estimated minutes of TBS services
5. 5866 estimated minutes of Mental Health services

FY 2011-12: (April 1, 2012 to June 30, 2012)

6. 6 estimated months of Group Home RCL14 Board and Care

FY 2012-13

1. 1205 estimated days of Day Treatment Intensive client (full day) services.
2. 7167 estimated minutes of Medication Support services
3. 4098 estimated minutes of Case Management services
4. 5866 estimated minutes of Mental Health services
5. 24 estimated months of Group Home RCL14 Board and Care

VIII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Mental Health Bureau Case Management staff after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbances, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

Day Treatment services require prior authorizations and this authorization must be renewed every three (3) months. Mental Health Services require prior authorization. Medication Support, beyond two (2) visits per month, requires prior authorization. The contracted duration of treatment is limited to one (1) year; any extension requires consultation with the Mental Health Case Manager and approval of the Contract Monitor.

IX. CLIENT DESCRIPTION/CHARACTERISTICS

The client description to be served is boys and girls ages 6-12, and adolescent boys ages 13-17 with:

- A. Severe emotional and behavioral disturbances.
- B. Axis 1 diagnosis indicating mental impairment or behavioral disturbance and substantial Impairment in two of the following areas:
 - a. Self-care
 - b. Family relationships
 - c. Ability to function in the community
 - d. School functioning; and
- C. One or all of the following:
 - a. Severe acting out episodes
 - b. History of self-destructive behavior
 - c. Catastrophic reactions to everyday occurrences
 - d. History of inpatient hospitalization

X. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

XI. DESIGNATED CONTRACT MONITOR

Marti Barton, Behavioral Health
Program Services Manager
951 B-Blanco Circle
Salinas, CA 9390

PROGRAM II DESCRIPTION: Residential Treatment Services

I. IDENTIFICATION OF PROVIDER

ODD-Fellow Rebekah Children’s Home of California
290 I.O.O.F Avenue
Gilroy, CA 95020

II. PROGRAM NARRATIVE

Contractor offers a 24-hour out-of-home placement provided pursuant to an Individualized Education Plan (IEP) that provides intensive therapeutic service to support the education program. The program’s goal is to assess and stabilize youth. Parents and caregivers are provided intensive support to bring youth home as soon as possible.

III. PROGRAM GOALS

Return youth to living at home or to a lower level of care by reducing emotional/behavioral symptoms.

IV. PROGRAM OBJECTIVES

- A. Reduce inappropriate behavior to a level that the youth can return home or to a lower level of care.
- B. Help youth develop age appropriate potential and functionality within the youth’s community.
- C. Improve academic achievement.

V. TREATMENT SERVICES

- A. Mode of Service: Residential Treatment Services (2 youth)
- B. Contracted Units of Services by Type and Mode Each Year:

FY 2012-13: (January 1, 2013-June 30, 2013)
362 estimated days of Residential Treatment Services

Residential Treatment Services includes Room and Board, which may include the following services:

- Residential Treatment
- Individual Therapy
- Group Therapy
- Parent Counseling
- Collateral
- Case Management/Brokerage
- Intensive Day Treatment-Full Day
- Assessment

Delivery Site:
290 I.O.O.F Avenue
Gilroy, CA 95020

VI. POPULATION/CATCHMENT AREA TO BE SERVED & FINANCIAL ELIGIBILITY

This current agreement is for two (2) eligible residents of Monterey County. New eligible residents of Monterey County referred to ODD-Fellow Rebekah Children's Home of California Residential Treatment Program will require an amendment to this agreement.

Monterey County youth must be full scope Medi-Cal eligible and have been screened through the County Interagency Placement Committee, or any youth who have been placed through the IEP process. Undocumented youth require pre-authorization by the Behavioral Health Director of Monterey County.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Referrals for admission to this program will be initiated exclusively by the Mental Health Bureau Case Management staff after an initial screening. Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbances, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR. The services provided and the length of stay will depend on acuity and IEP.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

The client description to be served is boys and girls ages 6-18 with:

- A. Severe emotional and behavioral disturbances.
- B. Axis 1 diagnosis indicating mental impairment or behavioral disturbance and substantial
- C. Impairment in two of the following areas:
 - a. Self-care
 - b. Family relationships
 - c. Ability to function in the community
 - d. School functioning; and
- D. One or all of the following:
 - a. Severe acting out episodes
 - b. History of self-destructive behavior
 - c. Catastrophic reactions to everyday occurrences
 - d. History of inpatient hospitalization

IX. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

X. DESIGNATED CONTRACT MONITOR

Marti Barton, Behavioral Health
Program Services Manager
951 B-Blanco Circle
Salinas, CA 9390

AMENDMENT 2 TO EXHIBIT B-2 PAYMENT PROVISIONS

EXHIBIT B: PAYMENT PROVISIONS

I. PAYMENT TYPE

Cost Reimburse (CR) with upper limit established in contract.

II. PAYMENT CONDITIONS

- A In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such as set forth in Exhibit C, Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit Exhibit C so as to reach the Behavioral Health Bureau no later than the 30th day of the month following the month of service. Upon termination of this Agreement, CONTRACTOR shall submit its final claim for payment no later than thirty (30) days after the completion of services.
- B If CONTRACTOR fails to submit claims for services provided under the term of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- C County shall review and certify CONTRACTOR's claim either in the requested amount or in such other amount as County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- D If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) days after the CONTRACTOR's receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.
- E. Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

III. PAYMENT RATE AND MAXIMUM OBLIGATION OF COUNTY:

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$1,448,342** for services rendered under this agreement.

B. Maximum Annual Liability:

FISCAL YEAR	MAXIMUM AMOUNT
2010-11	\$317,757
2011-12	\$372,633
2012-13	\$757,952
Total 3 Fiscal Years	\$1,448,342

B. Annual Liability by Type and Procedure Code:

FY 2010-11 (Program 1)

SERVICE TYPE	PROCEDURE CODES	FY 10-11 TOTAL UNITS	RATE	FY 10-11 AMOUNT BY SERVICE
Day Treatment Intensive (Full Day)	285/286	1,205	\$202.43	\$243,928
Medication Support	361/362	7,167	\$4.82	\$34,546
Case Management	301/302	4098	\$2.02	\$8,278
Therapeutic Behavioral Health Services (TBS)	581/582	6,013	\$2.61	\$15,695
Mental Health Services	301/302/310/311/ 341/342/371/372/ 391/392	5,866	\$2.61	\$15,310
FY 10-11 MAXIMUM ANNUAL LIABILITY				\$317,757

FY 2011-12 (Program 1)

SERVICE TYPE	PROCEDURE CODES	FY 10-11 TOTAL UNITS	RATE	FY 10-11 AMOUNT BY SERVICE
Day Treatment Intensive (Full Day)	285/286	1,205	\$202.43	\$243,928
Medication Support	361/362	7,167	\$4.82	\$34,546
Case Management	301/302	4098	\$2.02	\$8,278
Therapeutic Behavioral Health Services (TBS)	581/582	6,013	\$2.61	\$15,695
Mental Health Services	301/302/310/311/ 341/342/371/372/ 391/392	5,866	\$2.61	\$15,310
Group Home RCL14 Board and Care (April 1, 2012 to June 30, 2012)	N/A	6 Months (2 youth*)	X State Board and Care Rate	\$54,876
FY 11-12 MAXIMUM ANNUAL LIABILITY				\$372,633

FY 2012-13 (Program 1)

SERVICE TYPE	PROCEDURE CODES	FY 12-13 TOTAL UNITS	RATE	FY 12-13 AMOUNT BY SERVICE
Day Treatment Intensive (Full Day)	285/286	1,205	\$202.43	\$243,928
Medication Support	361/362	7,167	\$4.82	\$34,546
Case Management	301/302	4098	\$2.02	\$8,278
Mental Health Services	301/302/310/311/ 341/342/371/372/ 391/392	5,866	\$2.61	\$15,310
Group Home RCL14 Board and Care	N/A	24 Months (2 youth)*	X State Board and Care Rate	\$219,504
FY 12-13 MAXIMUM ANNUAL LIABILITY				\$521,566

*Months of service dependent on current State Board and Care rate.

FY 2012-2013 January 1, 2013-June 30, 2013 (Program II)

SERVICE TYPE	FY 12-13 TOTAL UNITS (Two Youth)	RATE (per day)	CONTRACT AMOUNT
Residential Treatment Services	362	\$653	\$236,386
FY 12-13 MAXIMUM ANNUAL LIABILITY			\$236,386

- D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY's maximum liability under this Agreement.
- E. If for any reason this Agreement is canceled, COUNTY's maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.