

AMENDMENT NO. 1 TO MASTER SERVICE AGREEMENT

This Amendment No. 1 to Master Service Agreement 23-277 (“Amendment No. 1”) is dated August 22, 2023 and is between each Contractor (Contractor(s)) listed in Revised Exhibit A, “List of Contractors”, and the County of Fresno, a political subdivision of the State of California (“County”).

Recitals

A. On June 20, 2023, the County and the Contractor(s) entered into a Master Short-Term Residential Therapeutic Program (STRTP) Service Agreement, which is County agreement number 23-277 (“Agreement”), for the provision of specialty mental health services to youth and non-minor dependents placed in the care of the Contractor(s).

B. In July 2023, Elite Family Systems, was identified as an STRTP that meets the requirements to be added to the list of Contractors providing specialty mental health services to Fresno County youth in their care.

C. The County and the Contractor now desire to amend the Agreement to add Elite Family Systems to Revised Exhibit A as a Contractor included under this Master STRTP Agreement.

The parties therefore agree as follows:

1. All references to Exhibit A in the current Agreement shall be deemed references to Revised Exhibit A, which is attached and incorporated by reference.
2. Exhibit B-11, “Summary of Services” for Elite Family Services shall be added to the Master Agreement and considered included in all references to “Exhibit B-1, *et. seq.*”.
3. The parties agree that upon execution of this Amendment No. 1, Agreement No. 23-277 is further revised, updated, and amended to add Contractor(s): Elite Family Systems.
4. When both parties have signed this Amendment No. 1, the Agreement, and this Amendment No. 1 together constitute the Agreement.
5. The Contractor represents and warrants to the County that:
 - a. The Contractor is duly authorized and empowered to sign and perform its obligations under this Amendment.

1 b. The individual signing this Amendment on behalf of the Contractor is duly authorized
2 to do so and his or her signature on this Amendment legally binds the Contractor to
3 the terms of this Amendment.

4 6. The parties agree that this Amendment may be executed by electronic signature as
5 provided in this section.

6 a. An “electronic signature” means any symbol or process intended by an individual
7 signing this Amendment to represent their signature, including but not limited to (1) a
8 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
9 electronically scanned and transmitted (for example by PDF document) version of an
10 original handwritten signature.

11 b. Each electronic signature affixed or attached to this Amendment (1) is deemed
12 equivalent to a valid original handwritten signature of the person signing this
13 Amendment for all purposes, including but not limited to evidentiary proof in any
14 administrative or judicial proceeding, and (2) has the same force and effect as the
15 valid original handwritten signature of that person.

16 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
17 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
18 2, Title 2.5, beginning with section 1633.1).

19 d. Each party using a digital signature represents that it has undertaken and satisfied
20 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
21 through (5), and agrees that each other party may rely upon that representation.

22 e. This Amendment is not conditioned upon the parties conducting the transactions
23 under it by electronic means and either party may sign this Amendment with an
24 original handwritten signature.

25 7. This Amendment may be signed in counterparts, each of which is an original, and all of
26 which together constitute this Amendment.

1 8. The Agreement as amended by this Amendment No. 1 is ratified and continued. All
2 provisions of the Agreement and not amended by this Amendment No. 1 remain in full force and
3 effect.

4 [SIGNATURE PAGE FOLLOWS]
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1 The parties are signing this Amendment No. 1 on the date stated in the introductory
2 clause.

3 ELITE FAMILY SYSTEMS

COUNTY OF FRESNO

4 *Bill Sneed*

Sal Quintero

5 Bill Sneed, President

6 Sal Quintero, Chairman of the Board of
Supervisors of the County of Fresno

7 2935 4th Street
8 Ceres, CA 95307

9 **Attest:**
Bernice Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

10 *John Sarhadi*

11 By: *Haramel*
Deputy

12 John Sarhadi, CFO

13 2935 4th Street
14 Ceres, CA 95307

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17 For accounting use only:

18 Org No.:56302232
19 Account No.:7295
Fund No.:0001
20 Subclass No.:10000
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Revised Exhibit A

List of Contractors

1. PROMESA BEHAVIORAL HEALTH (Exhibit B-1)
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
Phone#: (559) 439-5437
Contact for Notices: Chief Executive Officer
2. CORE CONDITIONS, INC. (Exhibit B-2)
4460 W. Shaw Ave #595
Fresno, CA 93722
Phone#: (559) 261-5083
Contact for Notices: Executive Director
3. DN ASSOCIATES RESIDENTIAL CARE (Exhibit B-3)
4460 W. Shaw Ave #595
Fresno, CA 93722
Phone#: (559) 261-5083
Contact for Notices: Executive Director
4. 2ND HOME, INC. (Exhibit B-4)
1797 San Jose Avenue
Clovis, CA 93611
Phone#: (559) 790-2271
Contact for Notices: Director
5. QUALITY GROUP HOMES, INC. (Exhibit B-5)
(dba QUALITY FAMILY SERVICES)
4928 E. Clinton Way, Suite 108
Fresno, CA 93727
Phone#: (559) 252-6844, ext. 222
Contact for Notices: Chief Executive Officer
6. HOPE FOR YOUTH, INC. (Exhibit B-6)
6790 W Browning Ave
Fresno, CA 93723
Phone#: (559) 681-1470
Contact for Notices: Executive Director
7. MICHIGAN HOUSE, INC. (Exhibit B-7)
2014 Tulare St., Suite #414
Fresno, CA 93721
Phone#: (559) 347-7527

Revised Exhibit A

Contact for Notices: Mental Health Director

8. MANUCH INC. (Exhibit B-8)
PO Box 26622
Fresno, CA 93729
Phone#: (559) 347-7627
Contact for Notices: Mental Health Director

9. FRESH START YOUTH CENTER, INC. (Exhibit B-9)
Address Confidential
Phone#:(559) 916-2813
Contact for Notices: Executive Director

10. FRESNO YOUTH CARE HOMES, INC. (Exhibit B-10)
1640 W. Shaw Ave Suite #100
Fresno, CA. 93711
Contact for Notices: Executive Director

11. ELITE FAMILY SYSTEMS (Exhibit B-11)
2935 4th Street
Ceres, CA 95307
Contact for Notices: Clinical Director

SHORT-TERM RESIDENTIAL TREATMENT PROGRAM

SUMMARY OF SERVICES

ORGANIZATION: Elite Family Systems
ADDRESS: 2935 4th St. Ceres, CA 95307
TELEPHONE: (209) 531-2088
CONTACT PERSON: Kristin White-Madsen
CONTRACT PERIOD: Upon execution – June 30, 2024
with one (1) optional twelve (12) month renewal

SUMMARY OF SERVICES

Elite Family Systems Short-term Residential Therapeutic Program (EFS STRTP) provides care and treatment for male youth ages 7-21. EFS STRTP offers a behaviorally supportive therapeutic milieu and mental health services for each youth as appropriately identified in the treatment plan. Each client coming into the facility will receive a comprehensive assessment from a qualified mental health professional and will have a treatment plan identified and formulated by a multidisciplinary team that may include any of the following: Medical, mental health, school, county social worker/placing agency, biological family, lifelong connections, probation department staff, agency social worker and clinical personnel, and any other outside service provider that may be working with the child.

Treatment plans and services will be reviewed on a continual basis and all local, state and federal regulations will be in compliance. Each service identified on the treatment plan will either be offered within the facility or facilitated by the facility. Child and Family Team (CFT) meetings will be the venue for accountability, change and treatment team decisions and will occur on a regular basis with necessary members in attendance.

Anticipated length of stay is anywhere from six to twelve months, with transition planning occurring from day one and continually discussed in the CFT.

TARGET POPULATION

EFS STRTP tailors each Needs and Services Plan, and therapeutic treatment plan, to the individualized needs of each client in care. These services are based on their development levels, needs and abilities in accordance with the trauma and life experiences prior to admittance into the program. Each client is treated individually to ensure that past experiences are addressed in the most therapeutic environment and with the most specialized care to minimize the possible effect of re-traumatization.

EFS serves males ages 7-21 under special conditions and does not have exclusionary criteria for youth. EFS does reserve the right to interview and conduct a staffing for each potential referral for placement within any of the facilities. Admittance to these facilities is dependent upon viability of treatment within the current client milieu, taking into account the current population's needs and courses of treatment. If a client is deemed to be too large of a barrier or hinderance for other clients in the facility, viability of placement would be a jeopardy. If, during the course of treatment, behaviors or needs arise that jeopardize the client's or other clients' safety or treatment, and it cannot be addressed through accommodations, notice may be given on the client that poses the greatest risk to others or themselves. Below is a list of some of the populations that EFS considers for placement: (this is not an all-inclusive list)

1. IDD and PDD clients- if a client is diagnosed with either IDD or PDD, they are considered for placement at an EFS facility. Clients are interviewed to determine if the program and skills of the staff in each of the facility can meet the needs of each potential client. One of the most important criteria is whether or not the client is able to understand the motivation system and therapeutic milieu that exists within EFS STRTP facilities. If a client is deemed appropriate and does not meet medical necessity for specialty mental health services, other arrangements can be discussed as to potential placement for the youth.
2. Commercially Sexually Exploited Children
 - a. EFS provides a placement that understands the trauma the client has experienced and best methodologies and support to help treat the client most effectively.
 - b. EFS provides treatment interventions that minimize the risk of re-traumatization.
 - c. EFS provides a placement that is least restrictive, safe and what is deemed most therapeutically appropriate by the Client and Family Team (CFT).
3. LGBTQIA+
 - a. EFS trains all STRTP staff to be supportive of the client's SOGIE. These staff receive specialized training to help support the individual development of each client in accordance with their identified gender and sexual orientation. Staff will not shame or force their personal beliefs or ideas upon any client in care.
 - b. LGBTQI client is encouraged to participate in community groups and activities to help support them in every facet of treatment. Biological and placement family will work, as part of the CFT, to promote a healthy lifestyle and support each client in their endeavors.
4. EFS STRTP also serves nonminor dependents.
 - a. EFS provides placement for minors as they work toward independent living and need a stable and structured environment to continue progressing toward independence.
 - b. EFS works with counties to enroll each client in school or a job that would be suitable to their skills and abilities.
 - c. EFS recognizes that clients may struggle with independent living skills and focuses most appropriate treatment interventions and rehab work with this population when appropriate.

SERVICE LOCATIONS

Blaker Home
3607 Blaker Rd.
Ceres, CA 95307
Phone- (209) 531-1783

Scofield Home
3212 Uranus Dr.
Ceres, CA 95307
Phone- (209) 538-4038

Banyan Home
1708 Banyan Ct.
Ceres, CA 95307
Phone- (209) 538-1888

Leslie Home
2528 Leslie Lane
Ceres, CA 95307
Phone- (209) 538-7331

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

EFS shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child or non-minor dependent in its care. All specialty mental health services shall meet Medi-Cal standards. These services shall include all of the following:

- A. Mental Health Assessment:
 - i. A mental health assessment shall be completed by a licensed mental health professional (LMHP) or waived/registered associate within five (5) calendar days of a child's admission.
 - ii. A mental health assessment that was completed by an LMHP within sixty (60) calendar days may also be used to meet this requirement.

- B. Client Plan:
 - i. Each child admitted to the STRTP shall have a Client Plan reviewed and signed by an LMHP or the Head of Service (HOS) or any other related discipline designated by the HOS within ten (10) calendar days of admission.
 - ii. The Client Plan is reviewed by a member of the mental health program staff at least every thirty (30) calendar days.
 - iii. Client Plan of each child or non-minor dependent shall include
 - a) anticipated length of stay;
 - b) specific behavioral goals;
 - c) specific mental health treatment services;
 - d) one or more transition goals that support the rapid and successful transition of the youth back into the community;
 - e) the youth's participation and agreement; and
 - f) evidence of review by a member of the STRTP mental health program staff.

- C. Collaborating with the Child and Family Team (CFT), consistent with the case plan.
- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each child structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the child's needs as indicated on the child's Client Plan. At minimum, the following mental health treatment services (as defined in Title 9 of the California Code of Regulations) shall be made available, as medically necessary:
- i. Mental Health Services – individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement, or maintenance of functioning consistent with the goals of learning, development, independent living, and enhanced self-sufficiency. Service activities may include assessment, plan development, therapy, rehabilitation, and collateral services.
 - ii. Medication Support Services – includes one or more of the following:
 - a) A prescribing physician shall examine each child prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the child's health condition. This examination shall be noted in the child's client record.
 - b) The prescribing physician shall sign a written medication review for each child prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the child's client record.
 - c) A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.
 - d) Psychotropic medications for a child placed in an STRTP shall be administered in accordance with all applicable State and Federal

laws, which include but are not limited to laws related to informed consent, documentation of informed consent, and California Welfare & Institutions (WIC) Code Sections 369.5 and 739.5.

- e) STRTPs providing care supervision to children diagnosed by a physician, psychologist, or licensed clinical social worker as mentally disordered shall make provision for at least monthly consultation from a psychiatrist, clinical psychologist, or licensed clinical social worker regarding the program of services.
 - iii. Crisis Intervention – an emergency response service enabling a client to cope with a crisis; requires a more timely response than a regularly scheduled visit.
 - iv. Therapy – a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. May be delivered to an individual or group and may include family therapy if the client is present.
 - v. Targeted Case Management – services that assist a client in accessing needed medical, education, social, prevocational, vocational, rehabilitative, or other community services.
 - vi. Psychiatrist Services – services provided by licensed physicians, who have indicated a psychiatrist specialty, who have contracted with the MHP to provide specialty mental services to diagnose or treat a mental illness or condition. EFS has contracted with a psychiatrist to provide med services on an ongoing basis. Each client taking psychotropic medications meets with the psychiatrist every 30 days, and clients that do not take medications will meet with him at least every 90 days.
 - vii. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
 - viii. EPSDT Supplemental Specialty Mental Health Services – mental health related diagnostic services and treatment available under the Medi-Cal program only to persons under 21 years of age. These include but are not limited to Intensive Care Coordination (ICC) and Intensive Home-Based Services (IHBS) services in accordance with the “Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries.”
- E. A licensed mental health professional shall perform a clinical review every ninety (90) days of the child’s status and progress in treatment to determine whether the

child should continue admission in the program or be transitioned to a different level of care. The LMHP shall make this determination in consultation with the placing agency. A report documenting this clinical review shall be maintained in the child's client record.

- F. Ensuring continuity of care, services, and treatment as a child moves from his or her STRTP placement to home-based family care or to a permanent living situation through reunification, adoption, or guardianship, in accordance with the child's case plan or treatment plan.
- G. Documenting the child's ability to access mental health services identified in the Client Plan, or efforts made by the STRTP to ensure access to identified mental health services, including utilization of any existing grievance processes for accessing services.
 - i. Progress notes shall be written to document a child's participation and responses to mental health treatment services. The progress notes shall meet Medi-Cal requirements of documentation and shall be maintained in the child's client record.
 - ii. On the same day as the mental health treatment service, the progress notes shall be signed and dated by the direct service program staff member(s) who provided the service.
 - iii. An LMHP or head of service shall review the progress notes on a regular basis, but not less than every seven (7) calendar days. The LMHP or head of service who has reviewed the progress notes shall notate this review in a progress note that shall be signed and dated at the time of the review.
- H. The client record must include:
 - i. Mental health assessment;
 - ii. Admission statement, signed by the HOS within five (5) days of child's arrival;
 - iii. Client Plan;
 - iv. STRTP mental health program progress notes;
 - v. Clinical review report and transition determination;
 - vi. Physician's orders, medication examinations, medication reviews, written informed consent for prescribed medications;
 - vii. Copy of court orders or judgements regarding physical or legal custody;
 - viii. Documentation indicating each date and names of individuals or groups of individuals who have participated in the development of the Client Plan; and
 - ix. A transition determination plan.

- I. The STRTP shall ensure that American Indian children receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

STAFFING

- A. All licensed, waived, and registered mental health professional providing services in an STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.
- B. Adequate numbers and qualifications of direct service program staff shall be employed, present, awake, and on duty seven (7) days per week.
- C. A STRTP shall have at least one (1) full-time equivalent direct service program staff from the following list employed for each six (6) children admitted to the program:
 - a) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
 - b) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
 - c) Registered Nurse will be available via the state line.
 - d) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
 - e) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, a STRTP shall have one (1) half-time equivalent LMHP employed for each six (6) children admitted to the program. A LMHP who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.
- E. The STRTP shall have access to a psychiatrist twenty-four (24) hours per day.

PERFORMANCE MEASURES/PROGRAM OUTCOMES

EFS shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the COUNTY. EFS utilizes performance and outcome measures for evaluating program and system effectiveness to ensure services and service delivery strategies are positively impacting the youth in their care. Performance outcome measures shall be reported to the COUNTY annually in accumulative reports for overall program and contract evaluation.

EFS will address each of the categories referenced below and may additionally propose other performance and outcome measures that are deemed best to evaluate the services provided and/or to evaluate overall program performance.

- A. Access to care: The ability of clients to receive the right service at the right time.
- a) 85% of clients from Fresno County will be assessed by a qualified mental health professional within five (5) calendar days after admission upon implementation of this contract.
 - b) 85% of clients from Fresno County will begin receiving identified mental health services within the first 30 days after placement.
 - c) 100% of clients from Fresno County will have a psychiatric assessment with a qualified psychiatric professional within 30 days of admission upon implementation of this contract.
 - d) 85% of clients from Fresno County that are prescribed psychotropic medication will be seen by a qualified psychiatric professional every 30 days. Clients that do not take psychotropic medications will be seen every 90 days by a qualified psychiatric professional upon implementation of this contract.
- B. Effectiveness: Objective results achieved through services.
- a) Effectiveness of treatment interventions will be measured through identified goals on the mental health treatment plan. Each goal will have a specific percentage for completion tied to the objectives and interventions that are quantifiable and measurable based on different data points and reporting mechanisms. These reporting mechanisms may include, but are not limited to: direct reports, programmatic point systems, observation and ability to achieve established skills and behaviors.
 - b) 85% of clients that discharge from EFS STRTP will transition into a lower level of care. i.e. biological family, Resource family, NREFM placement, etc.
- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
- a) The anticipated length of stay for each client is between 6-9 months.
 - b) Each client will have a comprehensive assessment that identifies appropriate interventions. Each of these interventions will identify the frequency, intensity and duration and whom should be participating in these activities.
 - c) Clients will receive, at a minimum, one (1) session with a clinician weekly, or as indicated in their individual treatment plan.
 - d) Each client will receive, at minimum, one (1) session with a Mental Health Rehabilitation specialist weekly, or as indicated in their individual treatment plan.
 - e) The cost for mental health services, per client, will be based on the amount of SMHS provided or offered to the client during the duration of their treatment.
- D. Satisfaction and Compliance: The degree to which clients, COUNTY, and other stakeholders are satisfied with the STRTP services.
- a. EFS conducts surveys with clients and significant members of the treatment team on an annual basis and every six months after discharge for one (1) year. This information is quantified and kept at the administrative building. EFS goal will be that 75% of all surveyed

individuals will report overall satisfactory services and results from placement at EFS.

EFS understands that the COUNTY may adjust the performance and outcome measures periodically throughout the duration of this Agreement, as needed, to best measure the program. EFS will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.