

AMENDMENT NO. 2 TO MASTER SERVICE AGREEMENT

This Amendment No. 2 to Master Service Agreement 23-417 ("Amendment No. 2") is dated October 24, 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. On August 22, 2023, the County and the Contractor(s) entered into County agreement number 23-417 ("Amendment No. 1"), to add Brighter Horizon Group Homes, Inc. to the list of Contractors providing specialty mental health services to Fresno County youth in their care.

C. In September 2023, Brighter Horizon Group Homes, Inc., 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.

D. The County and the Contractor now desire to amend the Agreement to add Brighter Horizon Group Homes, Inc. to Revised Exhibit A as a Contractor included under this Master STRTP Agreement.

The parties therefore agree as follows:

1. All references to Revised Exhibit A in the current Agreement shall be deemed references to Revised Exhibit A-1, which is attached and incorporated by reference.

2. Exhibit B-12, "Scope of Services" for Brighter Horizon Group Homes, Inc. 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. 2, the Agreement and Amendment No. 1 are further revised, updated, and amended to add Contractor(s): Brighter Horizon Group Homes, Inc.

1 4. When both parties have signed this Amendment No. 2, the Agreement, Amendment No.
2 1, and this Amendment No. 2 together constitute the Agreement.

3 5. The Contractor represents and warrants to the County that:

4 a. The Contractor is duly authorized and empowered to sign and perform its obligations
5 under this Amendment.

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

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

11 a. An "electronic signature" means any symbol or process intended by an individual
12 signing this Amendment to represent their signature, including but not limited to (1) a
13 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
14 electronically scanned and transmitted (for example by PDF document) version of an
15 original handwritten signature.

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

21 c. The provisions of this section satisfy the requirements of Civil Code section 1633.5,
22 subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part
23 2, Title 2.5, beginning with section 1633.1).

24 d. Each party using a digital signature represents that it has undertaken and satisfied
25 the requirements of Government Code section 16.5, subdivision (a), paragraphs (1)
26 through (5), and agrees that each other party may rely upon that representation.
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e. This Amendment is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Amendment with an original handwritten signature.

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

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

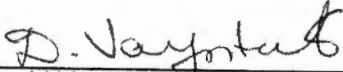
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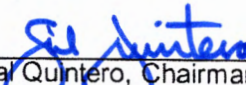
The parties are signing this Amendment No. 1 on the date stated in the introductory clause.

BRIGHTER HORIZON GROUP HOMES,
INC.

COUNTY OF FRESNO



David Vayntrub, CEO



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

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



Irina Vayntrub, Secretary

By: 

Deputy

7849 Oceanus Drive
Los Angeles, CA 90046

For accounting use only:

Org No.:56302232
Account No.:7295
Fund No.:0001
Subclass No.:10000

Revised Exhibit A-1

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-1

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 SYTEMS (Exhibit B-11)
2935 4th Street
Ceres, CA 95307
Contact for Notices: Clinical Director
12. BRIGHTER HORIZON GROUP HOMES, INC. (Exhibit B-12)
7849 Oceanus Drive
Los Angeles, CA 90046
Contact for Notices: Chief Operating Officer

Exhibit B-12

Scope of Services

ORGANIZATION: Brighter Horizon Group Homes, Inc. dba Brighter Horizon Treatment Centers (BHTC)

ADDRESS: 7849 Oceanus Drive
Los Angeles, CA 90046

TELEPHONE: (310) 909-3817

CONTACT PERSON: Irina Vayntrub, COO

CONTRACT PERIOD: Upon execution – June 30, 2024
with one (1) optional twelve (12) month renewal

SUMMARY OF SERVICES

Brighter Horizon Treatment Centers (BHTC) will provide support to male and female youth ages 10-17, and their families, whose special needs can be met through services delivered, supervised, and supported by professional agency staff. BHTC's mission is to provide residential treatment, foster care, adoption, counseling, and supportive family services to youth meeting medical necessity criteria utilizing a unique integrated comprehensive service delivery model by providing interventions and support for service area youth and their families. BHTC's services are provided in-house, and our youth receive individual/group counseling, substance abuse treatment, anger management treatment, psychiatric services, independent living skills, recreational services, educational services, and job training. This includes therapy, training, familiarizing the youth with community resources providing these individuals with their basic needs, reunifying family systems, creating new foster family units, rehabilitating juvenile offenders, supporting pregnant and parenting teens, and developing a support system for all youth. BHTC is a bi-lingual, multi-cultural organization who has serviced multiple counties.

BHTC provides placing counties with an assessment and treatment-oriented alternative for emotionally and behaviorally disordered children who would otherwise be in settings more restrictive than necessary. BHTC strives to stabilize referred youths and to reduce each referred child's particular psychiatric symptoms and dysfunctional behaviors through comprehensive interdisciplinary evaluation and Treatment Planning with a focus on a length of stay between 6 and 9 months, and to avoid/prevent inappropriate acute hospitalization. BHTC facilities provide a safe, protective, and nurturing environment which maximizes the opportunity for the child and their family to resolve psychopathology and resume reasonable age-appropriate pursuit of developmental tasks.

Exhibit B-12

TARGET POPULATION

Youth between the ages of 10-17 who meet medical necessity for the STRTP program, and that are referred by either child welfare or probation systems. Our residential treatment programs will also provide youth who meet criteria for Serious Emotional Disturbance (SED) with an array of core therapeutic services that are trauma informed, culturally relevant, and individualized based on their treatment needs and development, to improve their mental health functioning.

REFERRALS

Fresno County youth shall retain priority placement within the STRTP. County-of-origin of placed youth will be monitored and, if the STRTP is found to have a low percentage of Fresno County placements overall, a meeting with County and the STRTP shall convene to discuss potential remedies and/or penalties.

SERVICE LOCATIONS

BHTC, Elm
3937 Griffith Avenue
Clovis, CA 93619

BHTC, Cottonwood
3726 Graystoke Way
Clovis, CA 93619

CONTRACTOR SHALL BE RESPONSIBLE FOR THE FOLLOWING SERVICES:

BHTC shall provide mental health treatment, including specialty mental health services, and mental health supports, as appropriate to the needs of the child. All specialty mental health services shall meet Medi-Cal standards. These services shall include all 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 youth'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 youth admitted to the STRTP shall have a Client Plan prepared, 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.

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- iii. Client Plan of each youth 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 Client Plan.

- D. Specialty Mental Health Treatment Services: STRTPs shall make available for each youth structured specialty mental health treatment services during the day and evening, seven (7) days per week, according to the youth's needs as indicated on the youth'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.
 - a) Assessment - A clinical analysis of the history and status of a youth's mental, emotional, or behavioral disorder to include relevant cultural and social issues, history, diagnosis, and any recorded testing results.

 - b) Plan Development – The development of Client Plans, to include the youth's needs and services, approval of client plans, and monitoring of a youth's progress. Clients participate in the development of the Client Plan which is a comprehensive detail of the youth's needs, personal goals and objectives for improvement and exiting from the STRTP program. It also includes a treatment component which is specific to mental health and behavioral improvements the youth would like to work toward.

 - c) Collateral – This is any service activity to a significant support person in a youth's life with the intent of improving

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or maintaining the mental health status of the youth. Collateral services include, but are not limited to, helping significant support persons to understand and accept the youth's condition and involving them in service planning and implementation of the Client Plan. Family counseling or therapy, which is provided on behalf of the youth, may be considered collateral.

- ii. Medication Support Services – shall be provided via referral to Fresno County Behavioral Health. BHTC will monitor that the following is adhered to by the psychiatrist for these services:
 - a) Within the first thirty (30) days of the youth admission, the psychiatrist shall examine each youth prior to prescribing any psychotropic medication and include a screening to determine whether there are potential medical complications that may contribute to the youth's health condition. This examination shall be noted in the youth's record.
 - b) The psychiatrist shall sign a written medication review for each youth prescribed psychotropic medication as clinically appropriate, but at least every six (6) weeks. This review shall be included in the youth's record.
 - c) The psychiatrist shall review the course of treatment for all youth 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 prescribing physician at the time the review is completed.
 - d) Psychotropic medications for a youth 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 clinician 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.

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- iii. Crisis Intervention – an emergency response that enables a youth to cope with a crisis. Activities are intended to support, improve, or maintain the youth’s mental health status.
 - iv. Therapy – therapeutic intervention that focuses on symptom reduction in order to improve identified functional impairments. This service may be delivered to an individual or group and may also include family therapy. Youth shall receive both individual and group therapy at least once per week. The therapeutic modalities are Cognitive Behavioral Therapy (CBT), Dialectical Behavior Therapy (DBT), and the Trauma Resiliency Model (TRM). CBT is effective in treating children and adolescents who have persistent behavioral reactions, DBT focuses on problem-solving and acceptance-based strategies within a framework of dialectical methods, and TRM focuses on the concept the biological basis of trauma.
 - v. Targeted Case Management – any service that assists the youth to access the needed social, vocational, medical, educational, rehabilitative or other community services. Services may include, but are not limited to, communication, coordination and referral to available resources.
 - vi. Psychologist Services – services provided by licensed psychologists, within their scope of practice, to diagnose or treat a mental illness or condition.
 - vii. 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 youth’s status and progress in treatment to determine whether the youth 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 youth’s record.
- F. Ensuring continuity of care, services, and treatment as a youth 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 youth’s case plan or treatment plan.

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- G. Documenting the youth'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 youth'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 youth's 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. The STRTP shall ensure that documentation and recordkeeping requirements are met.
- H. The youth's record must include:
- i. Mental health assessment;
 - ii. Admission statement, signed by the HOS within five (5) days of youth'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 youth receive specialty mental health services in accordance with the Federal Indian Child Welfare Act (25 U.S.C. Sec 1901 et seq.).

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STAFFING

- A. All licensed, waived, and registered mental health professionals providing services at the 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. BHTC 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) Physicians
 - b) Psychologists or psychologists who have received a waiver pursuant to WIC Code 5751.2
 - c) Licensed Clinical Social Workers or registered professionals pursuant to WIC Code 5751.2
 - d) Licensed Marriage, Family, and Child Therapists or registered professionals pursuant to WIC Code 5751.2
 - e) Licensed Professional Clinical Counselors or registered professionals pursuant to WIC Code 5751.2
 - f) Psychiatric Technicians
 - g) Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 CCR
- D. Of the direct service program staff required above, BHTC 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. BHTC shall have access to the psychiatrist twenty-four (24) hours per day.

PERFORMANCE MEASURES/PROGRAM OUTCOMES

BHTC shall provide all project monitoring and compliance protocols, procedures, data collection methods, and reporting requirements requested by the County. BHTC 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.

BHTC 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.

Exhibit B-12

- A. Access to care: The ability of youth to receive the right service at the right time.
 - a) Timeliness between referral to assessment and completion of assessment; assessment to first treatment service; and first treatment service to subsequent follow-up visit

- B. Effectiveness: Objective results achieved through services.
 - a) Effectiveness of treatment interventions
 - b) Effectiveness of discharge planning (e.g. percentage of youth successfully linked to lower levels of care)

- C. Efficiency: Demonstration of the relationship between results and the resources used to achieve them.
 - a) Length of youth stay in program
 - b) Number of units of service per youth
 - c) Cost per youth

- D. Satisfaction and Compliance: The degree to which persons served, County, and other stakeholders are satisfied with the services.
 - a) Audits and other performance and utilization reviews of health care services and compliance with agreement terms and conditions
 - b) Surveys of persons serviced, family members, other health care providers, and other stakeholders

ACCESS TO CARE						
#	Objective	Indicator	Who Applied	Time of Measure	Data Source	Performance Target
1	BHTC STRTP youth receive the right service at the right time.	Time between youth's admission date and the completion of their assessments*.	BHTC STRTP Youth	Within 5 days of the youth's arrival, their assessments will be completed.	EMR** Extended Reach – Completion dates of each assessment documentation.	85% of placed youth will have assessments completed within 10 days of admission.
2		Time between the completion of assessments and the youth's first Specialty Mental Health Service (SMHS).	BHTC STRTP Youth	Within 7 days of the completion of a youth's assessment, their first treatment service will be held.	EMR Extended Reach – Completion date of assessment documentation and youth's first SMHS.	85% of youth will have their first treatment service completed within 7 days after assessment.
3		Timeliness of youth's first treatment	BHTC STRTP Youth	After completion of first SMHS,	EMR: Extended Reach –	80% of youth will have subsequent follow-up visit within 48 hours of their first SMHS.

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ACCESS TO CARE						
#	Objective	Indicator	Who Applied	Time of Measure	Data Source	Performance Target
		service to subsequent follow-up visit.		youth's subsequent follow-up visit occurs within 48 hours.	Completion date of first SMHS and date of subsequent follow-up visit.	

**Assessments includes Admission Statement, Mental Health Assessment, CANS, PSC-35, Treatment Plan and Medication Referral as required.*

***EMR = Electronic Medical Record will be the data source used - either BHTC' Extended Reach or Fresno County Avatar as indicated.*

EFFECTIVENESS						
#	Objective	Indicator	Who Applied	Time of Measure	Data Source	Performance Target
1	Treatment interventions used will improve youth's quality of life	CANS assessment scores	BHTC STRTP Youth	Intake CANS score and discharge CANS score CANS completed at 3 months	EMR: Avatar - Admission and discharge CANS score data collected.	65% of youth will have a positive change in their CANS scores at discharge.
2	BHTC will link STRTP youth to a lower level of care upon discharge.	Percentage of youth successfully stepped down to a lower level of care.	BHTC STRTP Youth	Youth are discharged to Home, Relative, Foster Care, Independent Living Program, etc.	EMR: Extended Reach Discharge data will be collected	50% of youth will step down to a lower level of care

EFFICIENCY						
#	Objective	Indicator	Who Applied	Time of Measure	Data Source	Performance Target
1	Youth will be discharged within the timeframe identified in their treatment plan	BHTC STRTP youth's actual length of stay	BHTC STRTP Youth	Data gathered at youth discharge and/or collated for the fiscal year by June 30	EMR: Extended Reach – Youth's total Days of Care	60% of youth will be discharged within the timeframe identified in their treatment plan.
2	Youth	Number of	BHTC	Data gathered	EMR: Avatar –	The number of units of service

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EFFICIENCY						
#	Objective	Indicator	Who Applied	Time of Measure	Data Source	Performance Target
	receives mental health services according to their treatment plan	units of service per youth and cost per individual served	STRTP Youth	at youth discharge and/or collated for the fiscal year by June 30	Youth's total units of service and costs per individual served	provided to achieve youth's treatment plan goals will be proportional to the costs per individual served

SATISFACTION AND COMPLIANCE						
#	Objective	Indicator	Who Applied	Time of Measure	Data Source	Performance Target
1	Youth will be satisfied with services received	Client Satisfaction Surveys & Communication Hour discussions.	BHTC STRTP Youth	After intake and before planned discharge	Electronic or Paper Survey Results Communication Hour Meeting Notes.	65% of youth at discharge will be satisfied with the services received
2	Stakeholders will be satisfied with the services provided to their youth	Stakeholder Satisfaction Surveys Informal Discussions	BHTC Stakeholders	Two times a year (Virtual meetings, phone calls, etc.)	Electronic or Paper Survey Results Notes from informal discussions	85% of stakeholders will be satisfied with the services provided to STRTP youth

BHTC 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. CHTC will utilize a computerized tracking system with which performance and outcome measures and other relevant data, such as demographics, will be maintained.