

SIXTH AMENDMENT TO MENTAL HEALTH SERVICES ACT-COMMUNITY SUPPORT SERVICES (MHSA-CSS) AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA AND UJIMA ADULT AND FAMILY SERVICES, INC. FOR FISCAL YEARS 2009-2012

The agreement by and between County of Santa Clara ("COUNTY"), a political subdivision of the State of California, and Ujima Adult and Family Services, Inc. ("CONTRACTOR") is hereby amended effective July 1, 2011 as follows:

1. Section 1., **Scope**, is modified to add the following FY2011-12 Exhibit A and Exhibit B's to this AGREEMENT:

Exhibit (FY12) A1 Outpatient Services Redesign, U-334;
Exhibit (FY12) B1 Estimated Budget, Outpatient Services, U-334;
Exhibit (FY12) B-Summary Estimated Budget, Budget Summary Page.

2. Section 2., **Term**, is replaced in its entirety to extend the TERM as follows:

"Unless modified, amended, or terminated as provided herein, the AGREEMENT begins November 1, 2008 and expires June 30, 2012 ("TERM")."

3. Section 23., **General Provisions**, is modified to add the following language:

- I. Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

4. The following Exhibit A and Exhibit B's are added to establish program requirements and funding for the extended TERM, effective July 1, 2011:

- a. Exhibit (FY12) A1 for Outpatient Services Redesign U-334, dated 7/1/11;
- b. Exhibit (FY12) B1 for U-334, dated 7/1/11;
- c. Exhibit (FY12) B-Summary for Program Budget Summary Page, dated 7/1/11.

Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect; provided, however, in the event of any conflict between the terms of this SIXTH Amendment and the Agreement, the terms of this SIXTH Amendment shall control.

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This Agreement as amended by this SIXTH Amendment constitutes the entire agreement of the parties concerning the subject matter herein and supersedes all prior oral and written agreements, representations and understandings concerning such subject matter.

IN WITNESS HEREOF, the parties execute this SIXTH Amendment as follows:

COUNTY OF SANTA CLARA

7/16/11
Date

Nancy Peña, Ph.D.
Nancy Peña, Ph.D., Director
Mental Health Department

UJIMA ADULT AND FAMILY SERVICES, INC.

6/28/11
Date

Yvonne Maxwell
Yvonne Maxwell
Executive Director

APPROVED AS TO FORM AND LEGALITY

Theresa Fuentes 6/29/11
Theresa Fuentes Date
Deputy County Counsel

APPROVED

Emily Harrison 7/1/11
Emily Harrison Date
Deputy County Executive

Exhibit (FY12) A1 Reporting Unit Grouping #1
FY2011-2012

Contractor Name: UJIMA Adult and Family Services, Inc
Office: 2681 B Zanker Rd.
San Jose, CA 95134-2107
Telephone: (408) 928-1700
Contact Person: Yvonne Maxwell
Program Type: Outpatient Services Redesign

Reporting Unit #:	U-334
Program Name:	Outpatient Services (0.25) .20
Program Location Address:	2681 B Zanker Rd. San Jose, CA 95134-2107 (408) 928-1700
Contact Person:	Yvonne Maxwell

I. PROGRAM INTENT, GOALS AND DESCRIPTION OF SERVICES AND TREATMENT METHODS:

A. Program Intent and Goals:

The CONTRACTOR will provide services to seriously mentally ill clients whose level of functioning, symptoms, and psychiatric history necessitate service intervention to maintain the individual in community settings.

System-wide Program Intent and Goals:

1. To maintain the client in his/her community and/or at the least restrictive placements.
2. To provide culturally and linguistically proficient client centered services that integrate or directly provide the full range of treatment modalities and rehabilitation resources to meet the individual needs of clients in their recovery process.
3. To identify issues including but not limited to dual diagnosis and physical disabilities. Initiate coordination and linkage with other providers and institutions including naturally occurring resources that serve adults and older adults in Santa Clara County.
4. To direct services by encouraging the individual to actively participate and self monitor their milestones and goals toward self help, family education and vocational services.
5. To provide time limited services for each client through the care coordinator as the single point of responsibility for services.
6. To identify physical and psychological conditions specific for older adults.

B. Specific Program Intent and Goals:

The program serves the African-American populations and provides culturally proficient client centered services that integrate or directly provide the full range of treatment modalities and rehabilitation resources to meet the individual needs of clients in their recovery process and to address the cultural and linguistic needs of mentally ill individuals.

C. Description of Services and Treatment Methods:

The program will provide evidence based outpatient mental health services under the Title 9 and Social Security Act Title XXII regulations. Available treatment methods must include assessment, evaluation, medication support, plan development, therapy, case management/brokerage, rehabilitation and collateral services, and crisis intervention. Additional services provided include money management, as needed. The CONTRACTOR is responsible for any liability incurred from not following the applicable Social Security rules and regulations and the Representative Payee Money Management Manual.

Services will be provided in a variety of settings, including outpatient clinic, home, or community, as appropriate.

The service provider will initiate transfer to another outpatient service provider to be consistent with individual choice and need. Consideration will be given to area of residence, age, language and culture.

D. Older Adult Services

Mental Health services are provided to older adults in consideration of aging issues that compound their psychiatric condition resulting in low levels of functioning and at high risk of hospitalization and loss of independence. Services for these individuals will be provided in close collaboration with other resources that best meet the service needs of the individual and to maximize community functioning.

The service to older adults consider the following areas:

- physical impairments that may require home visits;
- cognitive dysfunction and linkage to needed medical services;
- linkage to other needed medical services;
- stigma against using mental health services;
- effects of prescription drugs and substance abuse;
- self neglect, potential physical, psychological or fiduciary abuse;
- isolation and/or inability to perform activities of daily living.

II. POPULATION EXPECTED TO BE SERVED:

FY2011-2012 Cost Center Type: 1100 Reporting Unit Grouping #1, Outpatient		
Reporting Unit #	83793 U-334	TOTAL RUG #1
MORS	25	
Discovery&Engagement 39%		
MORS Building&Mastery 35%	23	
MORS Active Recovery 26%	17	
Active Caseload	65	65
Clients Per Year	79	79
Annual New Admits	14	

Milestone of Recovery Scale MORS

CONTRACTOR will administer MORS to new clients within two weeks following the client's first visit. Quarterly follow-up administrations for non-FSP clients and monthly administrations for FSP clients will be required also.

CONTRACTOR will transfer client(s) to the appropriate outpatient services when MORS score level 6, 7 or 8 are reached. Those clients with MORS score level 6 will be transferred within 6 months from the date that MORS score 6 is reached. Clients with a MORS scores of 7 and 8 are to be transferred immediately,

B. CONTRACTOR will ensure that all MORS data is entered into the MHD management information system (UNICARE) for processing and report production.

III. PROGRAM OPERATIONAL EXPECTATIONS:

A. Referrals:

The CONTRACTOR will accept referrals according to Mental Health Department (MHD) policies/guidelines established for Outpatient Services.

B. Assessments:

The CONTRACTOR will do an initial assessment of each client referred by County. Based on assessment results, individuals will be assigned to specific level of service according to Department guidelines.

C. Discharges:

Clients will be discharged according to MHD Utilization Management (UM) discharge criteria for this level of care. Appropriate follow-up or other service linkage will be made. The CONTRACTOR will provide services based on the UM identified levels of care and items described in Section I. Program Intent and Goals, for individuals who meet UM Department inclusionary criteria for this level of care.

D. Hours of Operation:

Regular office hours will be Monday through Friday; 8:00 a.m. - 5:00 p.m. Outpatient Services will be available 24 hours daily to address the emergency needs of clients. The Plan for 24-hour coverage is on file with Adult/Older Adult Division.

Changes to this plan will be submitted to the Adult/Older Adult Division Director for approval prior to implementation.

E. Administrative Participation:

A representative of the CONTRACTOR will attend regularly scheduled meetings, training sessions, seminars or other meetings as scheduled by the Director of Mental Health or his/her designee. This includes Adult/Older Adult System of Care meetings.

IV. STAFFING REQUIREMENTS:

A. Minimum Staffing Requirements:

Staffing will be provided in accordance with the CONTRACTOR'S licensing requirements as set forth in Title 9, Title 19, Title 22 and Medi-Cal regulations.

B. Additional Staffing Expectations:

CONTRACTOR will document that all staff has been trained in accordance with the above applicable regulations for this program. In addition to the above requirements, program staff is expected to be trained and proficient in the following background and skills:

- Knowledge and skills in the principles of psychosocial rehabilitation and recovery processes;
- Confidentiality;
- Crisis assessment and intervention;
- Understanding of psychopathology and physical health problems within the context of client's age and culture;
- Effectively address clients' culture and language needs;
- Awareness of language and cultural influences on the individual;
- Knowledge of the local community resources available to the client population, including self-help centers and ethnic community resources;
- Understanding the mental health system of care;
- Capability to collaborate and coordinate with local providers of health and human services.

C. Cultural Knowledge and Skills:

The CONTRACTOR will provide culturally competent services according to their cultural competency plan that will be submitted to the MH Director according to MHD guidelines.

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D. Projected Staff Listing:

RU: 83793 – U-334 UJIMA

NO. OF FTE'S	TITLE	TYPE OF LICENSE/ CERT. TRAINING	LANGUAGE CAPABILITY	
			Language (No.)	Bilingual Certified (No.)
.3	Psychiatrist	M.D.	English	
.5	Clinical Director	LCSW	English	
.5	Clinician		French, Creole Tigrigna, Amharac	
1.0	Case Manager	MHRS	English, Somali	

a:ujima A.1 5/29/07 5/19/08 8/17/09 4/2/10 5/20/10

FISCAL YEAR: FY12
 July 1, 2011 - June 30, 2012
 DIVISION: MHSa-CSS, OPD Adult Redesign

SUBMISSION DATE: 6/14/11
 VERSION DATE: 7/1/11

REPORTING UNIT	MODE/ SERVICE FUNCTION	SERVICE FUNCTION NAME	PROGRAM NAME	UNITS OF SERVICE	RATE PER UNIT	MEDICAL FFP	BASE COUNTY CONTRIBUTION	EPSDT REVENUE	MHSA REVENUE	OTHER REVENUE	TOTAL PROGRAM COSTS
U-334	15 15:01-09	Case Management, Brokerage Medi-Cal/ FFP, County Match, EPSDT Other/County	Outpatient Services MHSa Adult Redesign	6,197 125	\$ 1.36 \$ 1.36	\$ 4,214 \$	\$	\$	\$ 4,214 \$ 170	\$	\$ 8,428 \$ 170
		Total Case Management, Brokerage		6,322		\$ 4,214			\$ 4,384		\$ 8,598
U-334	15 15:10-59	Mental Health Services Medi-Cal/ FFP, County Match, EPSDT Other/County	Outpatient Services MHSa Adult Redesign	19,341 391	\$ 1.76 \$ 1.76	\$ 17,020 \$	\$	\$	\$ 17,020 \$ 689	\$	\$ 34,040 \$ 689
		Total Mental Health Services		19,732		\$ 17,020			\$ 17,709		\$ 34,729
U-334	15 15:60-69	Medication Support Medi-Cal/ FFP, County Match, EPSDT Other/County	Outpatient Services MHSa Adult Redesign	2,236 45	\$ 3.24 \$ 3.24	\$ 3,623 \$	\$	\$	\$ 3,623 \$ 147	\$	\$ 7,246 \$ 147
		Total Medication Support		2,281		\$ 3,623			\$ 3,770		\$ 7,393
U-334	15 15:70-79	Crisis Intervention Medi-Cal/ FFP, County Match, EPSDT Other/County	Outpatient Services MHSa Adult Redesign	723 15	\$ 2.62 \$ 2.62	\$ 947 \$	\$	\$	\$ 947 \$ 38	\$	\$ 1,894 \$ 38
		Total Crisis Intervention		738		\$ 947			\$ 985		\$ 1,932
		TOTAL ESTIMATE		29,073		\$ 25,804			\$ 26,848		\$ 52,652

MAXIMUM FINANCIAL OBLIGATION	TOTAL
FEDERAL MEDICAL AMOUNT (FFP)*	\$ 25,804
COUNTY GENERAL FUND	\$
STATE EPSDT REVENUE	\$
MHSA REVENUE	\$ 26,848
OTHER	\$
MAXIMUM FINANCIAL OBLIGATION	\$ 52,652
	INDEX 4398

VERSION 11-01: Establish FY12 MFO (Maximum Financial Obligation)

EXHIBIT (FY12) B – Summary, MHSA-CSS

FISCAL YEAR: FY12
July 1, 2011 - June 30, 2012

SUBMISSION DATE: 6/14/11
VERSION DATE: 7/1/11

AGENCY NAME: Ujima Adult and Family Services

DIVISION: MHSA-CSS, OPD Adult Redesign

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL MEDI-CAL AMOUNT*	\$ 25,804		
	COUNTY GENERAL FUND	\$ -		
	STATE EPSDT REVENUE	\$ -		
	MHSA	\$ 26,848		
	OTHER	\$ -		
	MAXIMUM FINANCIAL OBLIGATION	\$ 52,652		

AGENCY TOTAL

	MAXIMUM FINANCIAL OBLIGATION	TOTAL		
	FEDERAL MEDI-CAL AMOUNT*	\$ 25,804		
	COUNTY GENERAL FUND	\$ -		
	STATE EPSDT REVENUE	\$ -		
	MHSA	\$ 26,848		
	OTHER	\$ -		
	MAXIMUM FINANCIAL OBLIGATION	\$ 52,652		

VERSION 11-01: Establish FY12 MFO (Maximum Financial Obligation)