

SECOND AMENDMENT TO AGREEMENT

Tulare County Agreement Number 24289 is amended on _____, between the **COUNTY OF TULARE**, hereinafter referred to as "COUNTY" and **KINGS VIEW CORPORATION**, hereinafter referred to as "CONTRACTOR" with reference to the following:

A. The COUNTY and CONTRACTOR entered Agreement No. 24289 on November 3, 2009 for the purpose of providing Mental Health services for patients of the COUNTY'S Mental Health Program under the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program.

B. The COUNTY and CONTRACTOR amended Agreement No. 24289 on June 29, 2010 to update Exhibits "B" and "B-3."

C. The COUNTY and CONTRACTOR agree to amend Agreement No. 24289 to extend the date of termination to June 30, 2012 and update Exhibits "A," "B," "B-2," "B-3," and "B-4."

D. This amendment shall become effective July 1, 2011.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2011 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2012.

II. Effective July 1, 2011 Exhibit "A" entitled Services is hereby substituted in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2011 Exhibit "B" entitled Compensation is hereby substituted in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2011 Exhibit "B-2" entitled Cost Report, Reconciliation, and Settlement is hereby substituted in its entirety with the attached Exhibit "B-2," which Exhibit is made part of this Agreement by reference.

V. Effective July 1, 2011 Exhibit "B-3" entitled FY 2011/2012 Budget is hereby substituted in its entirety with the attached Exhibit "B-3," which Exhibit is made part of this Agreement by reference.

VI. Effective July 1, 2011 Exhibit "B-4" entitled FY 2011/2012 Invoice Template is hereby substituted in its entirety with the attached Exhibit "B-4," which Exhibit is made part of this Agreement by reference.

VII. Except as provided above, all other terms and conditions of Agreement No. 24289 shall remain in full force and effect.

///

///

///

///

///

///

///



///
///
///

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County Of Tulare

By _____
Deputy Clerk

KINGS VIEW CORPORATION

Date: 5/16/11

By Leon M. Hoan
Title CEO

Date: 5/16/11

By Stephen Pedraza
Title CFO

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By [Signature]
Deputy (200746)

Dated 05/19/11



-EXHIBIT "A"
Services
Fiscal Year 2011/12

Contractor: KINGS VIEW CORPORATION

Program: Reducing Disparities in Access to Mental Health Services - Warm Line

I. INTENT AND GOALS:

A. Systemwide Program Intent and Goals

The goals of the Warm Line - Spanish & English Program are to:

1. Provide support services to consumers and family members of individuals suffering from emotional and/or mental health problems to promote wellness and recovery.
2. Provide no-cost access to information, as well as linkage and referral, to appropriate mental health services that will help avoid or prevent escalation to crisis services.
3. Train consumers and/or volunteers to appropriately handle community calls and gain valuable experience in working with the mental health system of care.
4. Coordinate services and collaborate with community-based organizations, public agencies, and learning institutions serving unserved and underserved populations in Tulare County.
5. Reduce stigma associated with accessing services for emotional and mental health needs and increase access to prevention services for the priority population.
6. Utilize funds to provide new services or enhance existing services. Funds shall not be used to supplant existing services.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work:

CONTRACTOR shall:

1. Act as a lead agency that will develop and implement a community Warm Line in at least the English and Spanish languages. Coordinate recruiting, training, selection of Best Practices screening techniques, supervision, scheduling of staff, and hours of Warm Line operation.
2. Implement a call management system utilizing a toll-free number. The phone line will be staffed from 8 a.m. through 10 p.m. seven days a week with a bi-lingual support person. After 10 p.m. recorded messages will instruct callers to leave a message and a call back number or to contact the county's crisis line or 911 if experiencing a psychiatric crisis. All messages will be responded to the next day.

3. Administer funding associated with the Warm Line - Spanish & English Program, including, but not limited to, funding for full staff support, training, implementation, materials, increasing awareness, and developing resources.
4. Provide services to unserved and underserved populations in a manner that is easily accessible, thorough, and culturally and linguistically competent. CONTRACTOR will ensure that bilingual consumers and/or consumer family members make up a part of the staff hired to answer calls received via the Warm Line.
5. Leverage existing collaborations in Tulare County and work closely with key county and community agencies and organizations to further partnerships, promote awareness of the Warm Line, and increase the overall quality of services delivered by reducing stigma and increasing empathy and understanding of mental illness.
6. Establish a consumer advisory committee, consisting of consumers of mental health services and their families, whose main function will be to review responsiveness of the Warm Line and to develop strategies for improvement and increased outreach, with the goal of ensuring that the Warm Line is meeting the needs of consumers and their families.

B. Description of Services

1. Location and Hours of Service

- a. Warm Line services shall be housed at the Kings View South County Mobile Business facility, 201 North K Street Tulare, CA 93274 in a separate room. Staff or consumers answering the Warm Line after 5 p.m. will respond from Warm Line cell phones.
- b. The PEI Warm Line, Spanish and English will be answered from 8 a.m. to 10 p.m., seven days a week. Calls to the Warm Line after 5 p.m. and on weekends and holidays will be automatically forwarded to staffed warm line cell phones. Kings View holidays are New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and the day after, and Christmas Day.

2. Minimum Staffing Requirements

Warm Line staff shall consist of:

- a. A Warm Line supervisor/program coordinator
- b. A .5 FTE office clerk for data collection, logs, and statistics
- c. Four to six part-time bilingual support staff, to include consumers of mental health services, to answer the Warm Line for periods of not more than four to five hours each per day. Staffing will be reviewed and adjusted as Warm line usage increases.

3. Evidenced-Based Practice (EBP) Model

- a. CONTRACTOR will utilize the Peer Support Line Model, *aka* the David Romprey Warm Line EBP Model
- b. Guidelines established by the John Hopkins Bloomberg School of Public Health Field Guide will be used by CONTRACTOR as a training tool.

4. Access

- a. CONTRACTOR shall utilize a toll-free 1-800 number with messages and responses in both English and Spanish.
- b. CONTRACTOR shall ensure that all staff and consumers working the Warm Line shall be bilingual and culturally competent.
- c. Culturally competent trainings will be held as part of CONTRACTOR's initial training requirements for call responders.

5. Marketing

- a. CONTRACTOR shall develop two marketing plans, one of which shall include the public (to include consumers of mental health services and their families) and the other geared toward agencies, organizations, and providers who work with consumers in various capacities, such as social services, hospitals, health clinics, police, sheriff's office, school districts, and others, within 60 days of contract start.
- b. CONTRACTOR shall utilize a variety of media to market its services, including print, television, and radio, and will make information available in both English and Spanish languages. Presentations will be made to community organizations, agencies, and providers that routinely serve the mental health consumer.
- c. Marketing materials will be available in both Spanish and English, with distribution in areas of the county where need is greatest, to include the Native American and African-American communities.

6. Training

CONTRACTOR shall train staff in general telephone etiquette and protocols, scope of practice, appropriate referrals, maintaining boundaries, suicide risk screening, and appropriate crisis/emergency response referrals.

CONTRACTOR shall conduct the following three types of trainings, to be held in both Spanish and English, with due diligence in regard to cultural competency:

- a. Warm Line Staff: To insure that staff will operate the Warm Line properly, safely, and in a consumer-friendly manner, CONTRACTOR will arrange for training that will cover:
 - Recognition of a crisis that requires referral to the County Crisis Line
 - Empathetic Listening skills
 - Understanding personal issues that might affect Warm Line duties
 - Managing harassing calls, abusive calls, calls from small children, silent calls, and hoax calls
 - Confidentiality and its meaning in terms of the Warm Line
 - Phone answering techniques
 - Knowledge of resources and how to make referrals
 - Follow-up techniques
- b. Community Partners: Informative trainings that will help establish the Warm Line and expectations regarding its services. Trainings will be provided by the Warm Line coordinator. Trainings will include but not be limited to:
 - Calls the Warm Line can and cannot handle
 - Warm Line call-in number and hours of operation
 - Request for resources to be shared with Warm Line
 - Procedure for complaints regarding the Warm Line
- c. Consumer Advisory Committee: Training will be provided to members of the committee that will include a general understanding of the Warm Line, its function, and the committee's role in assisting in the success of the Warm Line. Topics will include:
 - Identification of tasks, role, and duties of committee members
 - Overview of the Warm Line and its intent and purpose
 - Means of evaluating the Warm Line
 - How to best solicit opinions from fellow consumers regarding Warm Line services
 - Ways to market the Warm Line to consumers who are unaware of it

7. Information Referral Process

- a. CONTRACTOR shall collaborate with the 211 program to maintain up-to-date resource lists with telephone numbers, locations, and hours of operation, to provide consumers with accurate and timely information and referrals.

8. Recordkeeping

- a. CONTRACTOR shall develop a procedure for logging and tracking all calls received via the Warm Line. A database will be developed to track all calls.
- b. CONTRACTOR shall provide reports based on its logging system to the County Mental Health Department, as required for monitoring and State reporting requirements.

9. IT System

All tasks requiring IT linkage and interface shall be run through CONTRACTOR's HIPAA-compliant, firewall-protected network. Included shall be payroll, Internet access, e-mail, financial transactions, and data collection from the call log.

10. Service Area

CONTRACTOR shall serve the entire Tulare County, with special efforts to perform outreach to rural and underserved or unserved, remote areas of the county.

III. OUTCOME AND EVALUATION

A. Number of Individuals to be Served

It is expected that not less than 100 calls will be serviced monthly.

B. Program Evaluation

1. Warm Line outcomes to be addressed, include:

a. Individual-Level Outcomes:

- Increased employment of consumers/family members in the mental health system
- Increased knowledge of Warm Line services
- Reduction in level of stress among callers
- Services that efficiently and effectively meet consumer mental health needs

b. System-Level Impact:

- Decrease in number of calls to crisis line, law enforcement, and emergency room visits
- Increased community and mental health resource linkage
- Increased independence, wellness, stability and quality of life
- Increase sense of personal responsibility and empowerment

c. Community-Level Impact:

- Reduction in stigma associated with accessing services for emotional and mental health needs
- Decrease the likelihood of a severe psychotic episode, hospitalization, and/or incarceration
- Decrease costs associated with higher levels of care.

2. CONTRACTOR shall collect all demographic and service count data, participant data, and progress data, and report quarterly to MHSA.

3. Annual Report

- a. CONTRACTOR will work with PEI Coordinator to develop an evaluation plan listing all evidenced-based measures, surveys, and any other outcome measurements that will be completed by populations served (e.g., consumers, family members, staff, community service providers) within 60 days of contract start.
 - b. CONTRACTOR will analyze outcome data in accordance with methods outlined in the established evaluation plan and generate a summary report of findings including system outcomes to demonstrate system change over time.
 - c. CONTRACTOR will provide the Tulare County Department of Mental Health with a copy of the summary report within 60 days of the close of each contract year per MHSA PEI requirements.
4. MHSA Manager and/or contracted evaluator(s) will have access to these data and will review data and reports generated by CONTRACTOR.
 5. CONTRACTOR shall develop a system for using data across the continuum of family interaction services to improve the quality of services, identify service system gaps, and make recommendations for bridging those gaps.

IV. **ADDITIONAL EXPECTATIONS**

1. CONTRACTOR and any subcontractor(s) will be expected to share information, materials, and findings with the Department of Mental Health and all agencies identified by the Mental Health Department. No work developed under the contract may be considered proprietary or may be sold for additional profit.
2. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.
3. Additional monitoring and reporting may be required to address any emergent issues.

Exhibit "B"
Compensation
Fiscal Year 2011/2012
Contractor: Kings View Corporation

Program: Reducing Disparities in Access to Mental Health Services – Warm Line

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed costs incurred as detailed in Exhibit "B-3," subject to any maximums and annual cost report reconciliation.
- b. COUNTY shall not be obligated to compensate CONTRACTOR for services rendered by CONTRACTOR during a non-authorized period (e.g., after a Service Block has expired), or for unauthorized services, i.e., scheduling for services in excess of what is set forth in Exhibit "A," no-shows, or for services provided to ineligible individuals.
- c. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act Family Services Integration Program.
- d. It is COUNTY's expectation that required reports will be submitted within 30 days of the end of each month. CONTRACTOR may not be paid if required reports are not submitted in a timely manner.
- e. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of CONTRACTOR's submission of all required documentation and in accordance with COUNTY's normal payment cycle.

2. REIMBURSEMENT CATEGORY

- a. Mental Health Services Act
 - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum total of \$143,974 for Fiscal Year 2011/2012. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act Family Services Integration Program maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health. No change to the contract maximum may be made unless an amendment to this agreement is approved by the Tulare County Board of Supervisors.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Unit for expenditures incurred, no later than fourteen days after the end of the month in which those expenditures were incurred.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4."

Exhibit "B-2"

**Cost Report, Reconciliation, and Settlement
Fiscal Year 2011/2012**

Contractor: Kings View Corporation

Program: Reducing Disparities in Access to Mental Health Services – Warm Line

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County HHSA Director of Mental Health Services, the Deputy Director of Clinical Services, or the Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms. Program cost shall be paid from MHSA funds. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until the Annual Cost Report is submitted.

Exhibit "B-3"
FY 2011/2012 Budget

Contractor: Kings View Corporation
Program: Reducing Disparities in Access to Mental Health Services –Warm Line

	<u>No. of FTE's</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>	<u>Annual</u>
	-	-	-	-	-	-
	-	-	-	-	-	-
PERSONNEL (staff)						
Administrative Staff (by job class)		0	0	0	0	0
Clinical staff (by job class)						
Program Director	0.16	3,371	3,371	3,371	3,371	
Project Coordinator	0.60	7,333	7,333	7,333	7,333	
Personal Care Specialists	2.40	10,975	10,975	10,975	10,975	86,716
Support staff (by job class)						0
Benefits (25.9%)		5,361	5,361	5,361	5,361	21,444
Total Personnel		27,040	27,040	27,040	27,040	108,160
OPERATING EXPENSES						
Staff Supports (direct services)						
Mileage (staff vehicle use)		312	312	313	313	1,250
Cars (lease/owned & gas)						0
Vehicle Maintenance						0
Car insurance						0
Cell phones & plan fees						0
General Office Expense						
Office / Rent		420	420	420	420	1,680
Computers, software, supplies						0
Copier, fax, printer expenses		375	375	375	375	1,500
Postage						0
Janitorial/Housekeeping						0
Phone / Comm. (land lines)		1,000	1,000	1,000	1,000	4,000
Utilities / Maintenance		250	250	250	250	1,000
Office/Admin supplies		775	775	775	775	3,100
Program Supplies						0
Liability Insurance		422	422	422	422	1,688
Total Operating Expenses		3,554	3,554	3,555	3,555	14,218
OTHER OPERATING EXPENSES						
Prof Services (contracted services)						
AOD Treatment		0	0	0	0	0
Healthcare Providers						0
Interpreter						0
Psychiatry Support						0

Exhibit "B-3"
FY 2011/2012 Budget

Contractor: Kings View Corporation
Program: Reducing Disparities in Access to Mental Health Services –Warm Line

Telepsychiatry Hrs/Wk						0
Training & Conferences						
Course Expense / Fees						0
Travel Expenses						0
Per Diem						0
Staff meetings						0
Program Oversight and Evaluation						
Audit expense						0
Corporate Allocation	5,399	5,399	5,399	5,399	21,596	
Evaluation expense						0
Indirect Expense (percentage of Personnel)						0
Telepsychiatry						
Equipment lease, maintenance						0
Satellite / Line fees						0
Translation service						0
Total Other Operating Expenses	5,399	5,399	5,399	5,399	21,596	
Total Expenses	35,993	35,993	35,994	35,994	143,974	

Budget Narrative FY 2011-2012

Exhibit "B-3"
FY 2011/2012 Budget

Contractor: Kings View Corporation
Program: Reducing Disparities in Access to Mental Health Services –Warm Line

PERSONNEL EXPENSES (STAFF)

Classifications:

Program Director:	\$13,484
0.16 FTE of Annual Salary: \$84,276	
Project Coordinator:	\$29,332
0.60 FTE of Annual Salary: \$48,886	
Personal Care Specialists:	\$43,900
2.40 FTE of averages Annual Salary: \$16,723, one position is full time, benefitted, 1.8 FTE are part time non-benefitted.	

<u>Payroll Taxes and Benefits:</u>	\$21,444
---	----------

24.7% of salary, costs are identified by forecast of actual benefit costs and assumes continued employment of existing staff. Taxes are increased this year by the requirement to hire part time Personal Care specialists as employees. In previous contract years these positions were filled by contractors.

TOTAL PERSONNEL EXPENSES	\$108,160
---------------------------------	------------------

OPERATING EXPENSES

Staff Supports (direct service):

Mileage:	\$1,250
Paid at the IRS rate of \$0.51 per mile and based on history.	

General Office Expense:

Office /Rent	\$1,680
\$140 per month for a portion of the Mobile Unit site.	

Copier/Printing:	\$1,500
------------------	---------

Used for brochures and posters.

Phone and Communication	\$4,000
-------------------------	---------

Utilities / Maintenance	\$1,000
-------------------------	---------

Exhibit "B-3"
FY 2011/2012 Budget

Contractor: Kings View Corporation
Program: Reducing Disparities in Access to Mental Health Services –Warm Line

Office/Admin Supplies	\$3,100
-----------------------	---------

Liability Insurance	\$1,688
---------------------	---------

TOTAL OPERATING EXPENSES	\$14,218
---------------------------------	-----------------

OTHER OPERATING EXPENSES
Prof Services (contracted services):

Training & Conferences:

Program Oversight and Evaluation:

Corporate Fees	\$21,596
----------------	----------

15% of expenses provides program management, fiscal services, payroll, accounts payable and IT support.

Telepsychiatry:

TOTAL OTHER OPERATING EXPENSES	\$21,596
---------------------------------------	-----------------

TOTAL EXPENSES	\$143,974
-----------------------	------------------

REVENUE:

Current year	\$143,974
--------------	-----------

Exhibit "B-4"
FY 2011/2012 Invoice Template

Contractor: Kings View Corporation
Program: Reducing Disparities in Access to Mental Health Services – Warm Line

TULARE COUNTY MHSA
Fiscal Year 2011/2012 Invoice

Invoice Date:				
Month costs incurred:				
Provider Name:				
Mailing Address:				
Contact Person:				
Phone Number:				
Program:				
Agreement Number:				
Provider Number:				
RU:				
Make Checks Payable To:				
Expenditures				
	FTE's	Budget Remaining at Beginning of Month	Month's Expense	Budget Remaining at End of Month
PERSONNEL (STAFF)				
Administrative Staff (by job class)				0.00
Clinical staff (by job class)				0.00
Support staff (by job class)				0.00
Benefits (percentage)				0.00
TOTAL PERSONNEL (STAFF)	0.00	0.00	0.00	0.00
OPERATING EXPENSES				
Staff Supports (direct services)				
Mileage (staff vehicle use)				0.00
Vehicles (lease/owned)				0.00
Vehicle Gas & Maintenance				0.00
Vehicle Insurance				0.00
Cell phones & plan fees				0.00
Program Supplies				
General Office Expense				
Office / Rent				0.00
Utilities / Maintenance				0.00
Computers & software support				0.00
Copier, fax, printer & printing expenses				0.00
Postage				0.00
Phone / Comm. (land lines)				0.00
Office/Admin supplies				0.00
Property & Liability Insurance				0.00
TOTAL OPERATING EXPENSES		0.00	0.00	0.00
OTHER OPERATING EXPENSES				
Prof Services (contracted services)				
List Separately		0.00	0.00	0.00
				0.00
				0.00
Outreach & Engagement				
Food, clothing, supplies		0.00	0.00	0.00
Training & Conferences				
Course Expense / Fees				0.00
Travel Expenses				0.00
Per Diem				0.00
Staff meetings				0.00
Site Start-up				
List Separately				0.00
				0.00
				0.00
Program Oversight and Evaluation				
Audit expense				0.00
Corporate Allocation				0.00
Evaluation expense				0.00
Indirect Expense (percent of Personnel)				0.00
Total Other Operating Expenses		0.00	0.00	0.00
Total Expenses		0.00	0.00	0.00

Authorized Signature:

COUNTY USE ONLY
CHARGE TO:

Program/Division

MHSA Approval:

County Approval: