

**AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**SANTA BARBARA COUNTY OFFICE OF EDUCATION/HEALTH LINKAGES PROGRAM**  
for  
**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA) PARTICIPATION**

**FIRST AMENDMENT**

**Effective July 1, 2016**

**THIS IS THE FIRST AMENDMENT** (hereinafter referred to as First Amendment) to the MAA Health Linkages Agreement (the "Agreement") dated September 1, 2015 between the County of Santa Barbara, a political subdivision of the State of California (**COUNTY**), and the Santa Barbara Office of Education with an address at 3970 La Colina Road, Santa Barbara, CA 93160 (**CONTRACTOR**), effective as of July 1, 2016 ("First Amendment Effective Date").

**WHEREAS**, the Agreement is effective through June 30, 2016; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

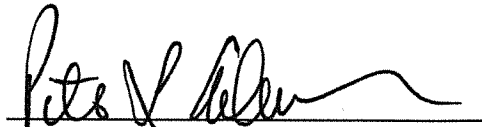
**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
  - a. The Agreement is amended as follows:
    4. **TERM.** The term of this Agreement shall be for the period of ~~September 1, 2015~~ **July 1 2016** through June 30, 2016 **2017**.
    5. Agreement, Exhibit B **PAYMENT ARRANGEMENTS** shall be replaced in its entirety.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Agreement between the **County of Santa Barbara** and **Santa Barbara Office of Education**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

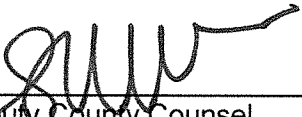
  
Chair, Board of Supervisors

Date: 6-21-16

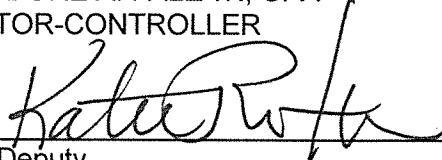
ATTEST:  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk

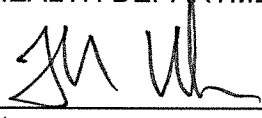
APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

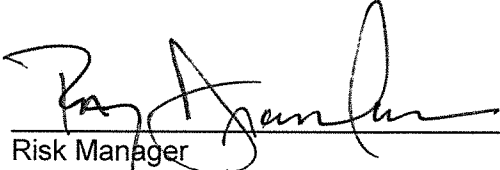
APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

APPROVED  
TAKASHI WADA, MD, MPH  
DIRECTOR/HEALTH OFFICER  
PUBLIC HEALTH DEPARTMENT

By:   
Director

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By:   
Risk Manager

First Amendment to Agreement between the **County of Santa Barbara** and **Santa Barbara Office of Education**.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to be effective July 1, 2016.

Santa Barbara County Office of Education

By: *Kathy Hollis*  
Authorized Representative

Name: Kathy Hollis

Title: Assistant Superintendent

## EXHIBIT B

### PAYMENT ARRANGEMENTS Compensation Upon Completion

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$400,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by COUNTY. The rate of reimbursement per encounter is the result of CONTRACTOR's MAA invoice amounts to be distributed based on the following percentage methodology:

CONTRACTOR Reimbursement	90	%
Administrative Fee Retained By COUNTY	10	%

The administrative fee retained by COUNTY shall be used to cover the cost of administering the MAA claiming process, including, but not limited to: MAA invoice preparation in consultation with CONTRACTOR, technical assistance, training and coordination to ensure compliance with program tenets.

- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR. Invoices shall be provided to the State with complete invoice and expenditure information to include in the Centers for Medicare and Medicaid Services CMS 64 no later than *fifteen* (15) months after the end of the quarter for which the claim was submitted. This information shall be provided on the standardized Summary Invoice and Detailed Invoice.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. The State and County are held harmless by the subcontractors from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims for providing MAA services for disallowed claims and from any and all liabilities, claims, actions or judgments arising out of subcontractor's performance and/or any changes in state or federal law.