



BOARD OF SUPERVISORS  
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

2017 JUN 27 PM 1:52

**Department Name:** Behavioral Wellness  
**Department No.:** 043  
**For Agenda Of:** July 11, 2017  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Alice Gleghorn, PhD, Director  
Director(s) Behavioral Wellness 681-5220  
Contact Info: Pam Fisher, Deputy Director, Chief of Clinical Operations  
Behavioral Wellness 681-5220  
**SUBJECT: Behavioral Wellness – PathPoint FY 16-19 Second Amendment**

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**County Counsel Concurrence**

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

That the Board of Supervisors:

- A. Approve, ratify and authorize the Chair to execute a Second Amendment for Services of Independent Contractor with **PathPoint** (a local vendor), for the provision of mental health and residential services, to revise the contract language for FY 17-19 but with no change to original maximum contract amount through June 30, 2019; and
- B. Determine that the above actions are organizational or administrative actions of government that will not result in direct or indirect physical changes in the environment, pursuant to section 15378(b)(5) of the California Environmental Quality Act (CEQA) guidelines.

**Summary Text:**

Behavioral Wellness provides specialty mental health services to Medi-Cal beneficiaries and other individuals to the extent resources allow, in part through contracted services. Approval of the recommended actions will enable Behavioral Wellness to amend the multiyear contract with PathPoint for FY 17-19 due to an unanticipated increase in the ratio of Medi-Cal clients at residential facilities, and to add language that will enhance the referral process and acceptance of Behavioral Wellness clients into the program.

**Background:**

PathPoint provides mental health case management services to an average caseload of approximately 39 residents through their Residential Support Services, to residents of the El Carrillo, Artisan Court, and Bradley Studios apartments, located in Santa Barbara. In addition, PathPoint's Supportive Community Services provides services to 130 clients through treatment, rehabilitative and supportive services to clients with serious mental illness. It helps individuals obtain and keep community housing in independent living arrangements.

PathPoint has a multiyear contract from FY 16-19 and based on Fiscal projections, PathPoint is anticipated to serve a higher number of Medi-Cal clients in FY 17-19. Due to this change we are amending the contract to reflect a more accurate funding ratio. In addition, the amended referral language will provide clarification on the referral process along with adding an updated Exhibit E for FY 17-19 to reflect accurate measures of the goals and outcomes.

**Performance Measure:**

PathPoint provides the South County Full Service Partnership Community Supportive Services program, as well as Residential Support Services. Community Supportive Services served 102 clients in Quarter 1 and 99 clients in Quarter 2 of FY16/17. The Residential Supportive Services program served 34 clients in Quarter 1 and 33 clients in Quarter 2.

**Milestones of Recovery Scale (MORS):** Clients in the Community Supportive Services program are assessed with the MORS on a monthly basis to monitor their level of recovery. There were 97 clients open to the program in the first two quarters of FY16/17 that had an initial MORS that could be compared to the 12-month MORS. Of those clients, 89% remained stable (75%) or improved (14%) their level of recovery.

**Incarcerations:** Incarceration goals were exceeded by each program. There was one incarceration in each quarter in Community Supportive Services and none in Residential Support Services.

**Inpatient Care:** Both programs met goals for minimizing psychiatric inpatient admissions. Community Supportive Services had a 2% average admission rate per quarter, and Residential Supportive Services hospitalized only 1 client during Quarters 1 and 2.

**Physical Health & Emergency Care:** By employing a nurse to address physical health issues, PathPoint reduced the number of physical health hospitalizations and emergency room visits for physical health complaints from FY15/16. Physical health-related hospital admissions were low in first 6 months of FY16/17, exceeding the program targets at 1% (target 4%) for Community Supportive Services, and 0% (target 3%) for Residential Supportive Services. The Residential Supportive Services program achieved the goal of keeping Emergency Room visits for physical health complaints below 7 visits per quarter. Likewise, Community Supportive Services exceeded the goal of 13 or fewer emergency room visits, with only 7 during the first two quarters.

**Stable/Permanent Housing:** Both programs had high percentages of clients in stable/permanent housing. Community Supportive Services reached 97% (goal of 98%), and 100% of Residential Supportive Services clients were in stable/permanent housing (target 95%).

**Purposeful Activity:** Thirty percent (30%) of Residential Supportive Services clients were employed, in school or volunteering, which was 3% below the target of 33%. Community Supportive Services had a target of 20% engaged in purposeful activity. In Quarter 1, 23% of clients were engaged in purposeful activity and 20% in Quarter 2.

**Maintain Clients at Lower Level of Care:** Residential Supportive Services and Community Supportive Services successfully kept the number of clients requiring a higher level of care below the target of 2 per quarter. There was 1 Community Supportive Services client and 3 Residential Supportive Services that needed a higher level of service during the 6-month period.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

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<b><u>Funding Sources</u></b>	<b><u>Current FY Cost:</u></b>	<b><u>FY 18-19 Cost:</u></b>
General Fund		
State	\$ 587,924	\$ 587,924
Federal	\$ 587,924	\$ 587,924
Fees		
Other:		
<b>Total</b>	<b>\$ 1,175,848</b>	<b>\$ 1,175,848</b>

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Narrative: The above referenced contracts are funded by State and Federal funds. The funding sources are included in FY 2017-2018 Budget. The FY 2018-2019 funds are subject to subsequent Board of Supervisors budget approval.

**Key Contract Risks:** As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

**Special Instructions:**

Please email one (1) signature page and one (1) minute order to Denise Morales at: [dmorales@co.santa-barbara.ca.us](mailto:dmorales@co.santa-barbara.ca.us).

**Attachments:**

- Attachment A: PathPoint FY 16-19 Amendment 2
- Attachment B: PathPoint FY 16-19 Amendment 1
- Attachment C: PathPoint FY 16-19 BC

**Authored by:**

D. Morales

## SECOND AMENDMENT 2016-2019

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is a Second amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 17-053**, by and between the **County of Santa Barbara** (County) and **PathPoint** (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein; and

Whereas, this Second Amendment incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors June 2016 and the First Amended Contract approved in June 2017, except as modified by this Second Amended Contract;

Whereas, Contractor and County agree to revise the allocation Source of Fund amounts due to increased Medi-Cal penetration rates, to accurately reflect the anticipated ratio of Medi-Cal clients, to provide enhanced language about referral services and to update the Program Goals, Outcomes and Measures for FY 17-19, with no change to the contract maximum amount for this Agreement through June 30, 2019.

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

**I. In Exhibit A1 – Statement of Work – MH, Residential Support Housing, delete Subsection 6 A. Referral and replace with the following:**

**A. Referral.** Potential residents shall be referred to the Housing Authority of the City of Santa Barbara (HACSB) to be screened by HACSB and Contractor to determine whether eligibility requirements for residency are met. In addition the Contract shall do the following:

- i. Admit clients referred by Behavioral Wellness who meet the HACSB eligibility criteria;
- ii. Obtain County approval by designated Behavioral Wellness staff for referrals of County clients from sources other than the County;
- iii. Participate in a biannual or more frequent Behavioral Wellness Utilization Management review of Program, and ongoing authorization process to assure that clients served meet the criteria for the Program; and
- iv. Begin the admission process within five (5) days of referral.

**II. Delete Attachment E Program Goals, Outcomes and Measures and replace with the following:**

**SECOND AMENDMENT 2016-2019**

<b>Adult Program Evaluation FY 16-19</b>			
<b>Program Goal</b>	<b>Outcome</b>	<b>Supported Housing</b>	<b>Residential Support Services</b>
❖ Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems.	Maintain the percent of clients that become incarcerated per quarter at X% or less.	5%	1%
	Maintain the average quarterly percentage of psychiatric inpatient admissions at X% or less.	3%	2%
	Maintain the percent of clients hospitalized for physical health reasons per quarter at X% or less.	4%	3%
	Maintain the average quarterly percentage of emergency room visits for physical health care at X% or less.	10%	5%
<b>FY 16-17</b>			
❖ Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.	Reduce homelessness by maintaining the percent of clients with stable/permanent housing (i.e., were not evicted or lost housing) at X% or more.	98%	95%
	Increase client life skills needed to participate in purposeful activity and increase quality of life:		
	✓ Maintain the percent of clients employed, enrolled in school or training, or volunteering at X% or more.	20%	33%
	✓ X% of clients will demonstrate improvement in their level of recovery, as measured by increased scores on the Milestones of Recovery Scale (MORS).	50%	50%
✓ Maintain the quarterly percentage of clients transitioning to a higher level of care due to psychiatric conditions at X% or lower.	10%	10%	

**SECOND AMENDMENT 2016-2019**

<b>Adult Program Evaluation FY 17-19</b>			
<b>Program Goal</b>	<b>Outcome</b>	<b>Supported Housing</b>	<b>Residential Support Services</b>
❖ Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community	Reduce homelessness by maintaining the percent of clients with stable/permanent housing (i.e., were not evicted or lost housing) at X% or more.	98%	95%
	Increase client life skills needed to participate in purposeful activity and increase quality of life:		
	✓ Maintain the percent of clients employed, enrolled in school or training, or volunteering at X% or more.	20%	33%
	✓ X% of clients will remain stable or improve in their level of recovery, as measured by increased scores on the Milestones of Recovery Scale (MORS).	80%	80%
	✓ Maintain the quarterly percentage of clients transitioning to a higher level of care due to psychiatric conditions at X% or lower.	10%	10%
✓ Maintain the quarterly number of clients graduating to a lower level of care at X or more.	3	3	

III. Exhibit B-1 MH Schedule of Rates and Contract Maximum add the following:

## SECOND AMENDMENT 2016-2019

### EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

PathPoint

FISCAL YEAR: 2017-2019

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
			Collateral	Minutes	10	\$2.61
			*MHS- Assessment	Minutes	30	\$2.61
			MHS - Plan Development	Minutes	31	\$2.61
			*MHS- Therapy (Individual)	Minutes	11, 40	\$2.61
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$2.61
			Medication Support Services	Minutes	61, 62	\$2.61
Non-Medi-Cal Billable Services	Outreach Services	45	Crisis Intervention	Minutes	70	\$3.86
			Community Client Services	N/A	20	Actual Cost

	PROGRAM				TOTAL
	Supportive Community Services (Paths to Recovery)	Residential Support Services			
<b>GROSS COST:</b>	\$ 993,003	\$ 182,845			\$ 1,175,848
<b>LESS REVENUES COLLECTED BY CONTRACTOR:</b>					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
<b>TOTAL CONTRACTOR REVENUES</b>	\$ -	\$ -	\$ -	\$ -	\$0
<b>MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:</b>	\$ 993,003	\$ 182,845	\$ -	\$ -	\$ 1,175,848

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)					
MEDI-CAL (3)	\$ 693,703	\$ 155,418			\$ 1,049,121
NON-MEDI-CAL					\$ -
SUBSIDY	\$ 99,300	\$ 27,427			\$ 126,727
OTHER (LIST):					\$ -
<b>MAXIMUM 16-17 CONTRACT AMOUNT PAYABLE:</b>	\$ 993,003	\$ 182,845			\$ 1,175,848
<b>MAXIMUM 17-18 CONTRACT AMOUNT PAYABLE:</b>	\$ 993,003	\$ 182,845			\$ 1,175,848
<b>MAXIMUM 18-19 CONTRACT AMOUNT PAYABLE:</b>	\$ 993,003	\$ 182,845			\$ 1,175,848
<b>TOTAL CONTRACT AMOUNT PAYABLE:</b>	\$ 2,979,009	\$ 548,538			\$ 3,527,544

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

*Denise Moraga*

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

\* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.



## SECOND AMENDMENT 2016-2019

### EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM

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PathPoint


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GROSS COST:	\$ 993,003	\$ 182,845			\$1,175,848
<b>LESS REVENUES COLLECTED BY CONTRACTOR:</b>					
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CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$0
<b>MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:</b>	<b>\$ 993,003</b>	<b>\$ 182,845</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,175,848</b>

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)					
MEDICAL (3)	\$ 893,703	\$ 155,418			\$ 1,049,121
NON-MEDICAL					\$ -
SUBSIDY	\$ 99,300	\$ 27,427			\$ 126,727
OTHER (LIST):					\$ -
MAXIMUM 16-17 CONTRACT AMOUNT PAYABLE:	\$ 993,003	\$ 182,845			\$ 1,175,848
MAXIMUM 17-18 CONTRACT AMOUNT PAYABLE:	\$ 993,003	\$ 182,845			\$ 1,175,848
MAXIMUM 18-19 CONTRACT AMOUNT PAYABLE:	\$ 993,003	\$ 182,845			\$ 1,175,848
<b>TOTAL CONTRACT AMOUNT PAYABLE:</b>	<b>\$ 2,979,009</b>	<b>\$ 548,535</b>			<b>\$ 3,527,544</b>

CONTRACTOR SIGNATURE:



STAFF ANALYST SIGNATURE:

\_\_\_\_\_

FISCAL SERVICES SIGNATURE:

\_\_\_\_\_

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\* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

**SECOND AMENDMENT 2016-2019**

**IV. All other terms remain in full force and effect.**


**SECOND AMENDMENT 2016-2017**

**SIGNATURE PAGE**

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and PathPoint.


IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on July 1, 2017.

**COUNTY OF SANTA BARBARA:**

By:   
JOAN HARTMANN  
-CHAIR, BOARD OF SUPERVISORS  
Date: 7/11/17

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 7-12-17

**CONTRACTOR:**

PathPoint

By: \_\_\_\_\_  
Authorized Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

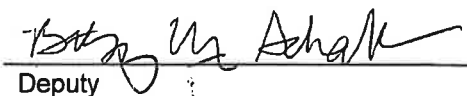
**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:   
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By:   
Risk Management

**SECOND AMENDMENT 2016-2017**

**SIGNATURE PAGE**

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and PathPoint.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective on executed by the County.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
JOAN HARTMANN  
CHAIR, BOARD OF SUPERVISORS

Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

**CONTRACTOR:**

PATHPOINT

By:   
Authorized Representative

Name: CYNTHIA S BURTON

Title: PRES/CEO

Date: 6/26/17

**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

**RECOMMENDED FOR APPROVAL:**

ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO INSURANCE FORM:**

RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management