

**FIRST AMENDMENT
TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT (hereafter First Amended Agreement) to the Agreement for Services of Independent Contractor, **BC 19-251**, is made by and between the **County of Santa Barbara** (County) and **PathPoint** (Contractor), for the continued provision of 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;

WHEREAS, this First Amended Agreement is to update language to the Agreement for compliance with State and Federal Regulations, specifically sections of Standard Terms and Conditions, Exhibit A-1 General Provisions, Exhibit A-2 Residential Support Services, Exhibit A-3 Supportive Community Services South (Paths to Recovery), and Exhibit A-4 Adult Housing Support; update Exhibit B Financial Provisions, Exhibit B-1 Schedule of Rates and Contract Maximum to remove the Contract Maximum Allowable (CMA) rate for FY 19-20 with no change to the overall contract amount of \$7,153,716, inclusive of \$2,384,572 per fiscal year; delegate to the Director of the Department of Behavioral Wellness or her designee the authority to amend the program goals, outcomes, and measures in Exhibit E of the Agreement; reallocate funds between funding sources during the term of the Agreement and in the year-end cost settlement at the Director's or designee's discretion without altering the Maximum Contract Amount; make immaterial changes to the Agreement; amend program staffing requirements for Exhibits A-2 Residential Support Services, A-3 Supportive Community Services South (Paths to Recovery), and A-4 Adult Housing Support of the Agreement; and modify and/or waive the CMA rate for Fiscal Years 2020-2021 and 2021-2022 at the Director's or designee's discretion without altering the Maximum Contract Amount, all without requiring a formal amendment to the Agreement, subject to the Board of Supervisor's ability to rescind this delegated authority at any time; and incorporate the terms and conditions set forth in the Agreement as approved by the Board on June 18, 2019, except as modified in this First Amended Agreement; and

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

I. Delete Section 16 (Nondiscrimination) of Standard Terms and Conditions and replace it with the following:

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A – 1 General Provisions: MHS to this Agreement.

II. Delete Section 35 (Mandatory Disclosure) of Standard Terms and Conditions and replace it with the following:

35. MANDATORY DISCLOSURE.

A. Prohibited Affiliations

1. Contractor shall not knowingly have any prohibited types of relationships with the following:
 - i. An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)
 - ii. An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101 of a person described in this section. (42 C.F.R. § 438.610(a)(2).)
2. The Contractor and its subcontractors shall not have a relationship with an individual or entity that is excluded from participation in any Federal Health Care Program (as defined in section 1128B(f) of the Social Security Act) under either Section 1128, 1128A, 1156, or 18420(2) of the Social Security Act. (42 C.F.R. §§ 438.214(d)(1), 438.610(b); 42 U.S.C. § 1320c-5.)
3. The relationships described in paragraph A of this section, are as follows:
 - i. A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)
 - ii. A subcontractor of the Contractor, as governed by 42 C.F.R. § 438.230. (42 C.F.R. § 438.610(c)(2).)
 - iii. A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)
 - iv. An individual convicted of crimes described in section 1128(b)(8)(B) of the Act. (42 C.F.R. § 438.808(b)(2).)
 - v. A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - vi. and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)
 - vii. The Contractor shall not employ or contract with, directly or indirectly, such individuals or entities for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

III. Add the following Section 39 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Standard Terms and Conditions:

39. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Contractor shall comply with the requirements of 2 CFR Part 200 which are hereby incorporated by reference in this Agreement.

IV. Delete Section 1 (Performance) of Exhibit A-1 (MHS General Provisions) and replace with the following:

1. PERFORMANCE.

A. Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 19.D of this Exhibit;
2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions;
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

B. Contractor shall at all times be currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure and screening and enrollment requirements of 42 CFR part 455, subparts B and E.

V. Delete Section 16 (Training Requirements) of Exhibit A-1 (MHS General Provisions) and replace with the following:

16. TRAINING REQUIREMENTS.

A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:

1. HIPAA Privacy and Security;

2. Consumer and Family Culture;
 3. Behavioral Wellness Code of Conduct;
 4. Cultural Competency;
 5. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment for service staff who enter data into the system;
 6. Applicable evidence-based treatment models and programs as agreed upon between Contractor and County in writing; and
 7. Mental Health Services Act (MHSA) (one time training).
- B.** Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway. The following trainings must be completed at hire and annually thereafter:
1. Clinician's Gateway (one time training upon hire);
 2. Documentation; and
 3. Assessment and Treatment Plan.

VI. Add Subsection R (Client Service Plan) to Section 17 (Additional Program Requirements) of Exhibit A-1 (MHS General Provisions) as follows:

R. Client Service Plan. Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual, available at <http://countyofsb.org/behavioral-wellness/asset.c/5670>.

VII. Delete Section 3. A i-iv (Services) of Exhibit A-2 Statement of Work: MHS Residential Support Services and replace it with the following:

3. **SERVICES.** Contractor shall develop, support, and empower family units by identifying existing strengths and areas of need, and teaching problem solving skills.
 - A. Contractor shall provide the following array of services, as needed, to Program clients:
 - i. **Case Management.** Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 - ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

- iii. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, for or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to, assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

- iv. **Rehabilitation.** A service activity that includes, but is not limited to, assistance with improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

VIII. Delete Section 5 (Staff) of Exhibit A-2 Statement of Work: MHS Residential Support Services and replace it with the following:

- 5. **Staffing Requirement.** Contractor shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.
 - A. 1.72 FTE Case Managers to provide on-site mental health services to County clients who shall be licensed, waived, or registered mental health professionals as described in Title 9 CCR 1810.223 and 1810.254 and below in Sections D and E; or meet the criteria for Qualified Mental Health Worker (QMHW) as described in Section F; or meet the criteria for Interns and Trainees as described below in Section G.
 - B. One (1.0) FTE Lead Case Manager, who shall, at minimum, be a QMHW as described in Section F.
 - C. 0.10 FTE Director of Program Services.
 - D. **Licensed mental health professional** under 9 CCR 1810.223 to include:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;

- vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
- E. **Waivered/Registered Professional** under 9 CCR 1810.254 includes an individual who has:
- i. A waiver of psychologist licensure issued by the Department or
 - ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist or clinical social worker licensure.
- F. **Qualified Mental Health Worker (QMHW)** is assigned to the job classification of Case Worker within the County and meet the education requirements as an “Other Qualified Provider”. The employment standards for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:
- i. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
 - ii. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.
- G. **Interns and Trainees.** Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:
- i. Graduate student Interns/Trainees under the direct supervision of Contractor’s licensed, registered or waived Mental Health clinician; and
 - ii. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor.
- IX. **Delete Section 8 (Staffing Requirements) of Exhibit A-3 Statement of Work: MHS Supportive Community Services South (Paths to Recovery) and replace it with the following:**
8. **STAFFING REQUIREMENTS.**
- A. Contractor shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees.
- i. The Program shall include qualified bilingual and bicultural clinicians and staff able to meet the diverse needs represented in the local community. Hiring activities to meet this goal shall be a major operational priority of the Program. As needed, the Supportive Community Services Team shall have access to qualified interpreters and interpreter services, experienced in behavioral healthcare, appropriate to the needs of the clients served. In the event that the Program must seek translation services outside of the Supportive Community Services Team,

Contractor shall maintain a list of qualified interpreters to assist in providing this service.

- ii. Contractor shall ensure an average staffing ration of 1:14.
 - iii. In hiring all positions for the Program, Contractor shall give strong consideration to qualified clients who are or have been recipients of mental health services.
- B. Contractor shall hire the Supportive Community Services Team consisting of the staff described below, to work collaboratively with County Psychiatrist(s) to deliver necessary services.
- i. One (1.0) FTE Team Leader who is the clinical and administrative supervisor of the Program. The Supportive Community Services Team Leader shall be a licensed/waivered/registered mental health professional as described in 9 CCR 1810.223 and 1810.254 and below in Sections D and E. The Supportive Community Services Team Leader shall have at least two years of direct experience treating adults with severe mental illness, including at least one year of program management or supervisory experience in a mental health setting.
 - ii. One (1.0) FTE Office Manager who is responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls and coordinating communication between the Program staff and clients.
- C. In addition, this program shall employ 8.30 FTE of the following categories of staff and be able to address the needs of mental health clients with co-occurring psychiatric and addictions disorders:
- i. Peer staff that are or have been recipients of mental health services for severe mental illness.
 - ii. Rehabilitation Specialists who shall be Qualified Mental Health Workers (QMHWs) as described in below in Section F or Interns and Trainees as described below in Section G with each staff having direct experience working with adults with mental illness or related training or life experiences. These staff will have responsibility for supporting each client's recovery process, helping individuals to restore competencies and gain successes in the major areas of community living. These include: permanent, affordable housing; successful daily life pursuits, particularly regular, competitive employment; and renewed relationships.
- D. **Licensed mental health professional** under 9 CCR 1810.223 to include:
- i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.

E. **Waivered/Registered Professional** under 9 CCR 1810.254 includes an individual who has:

- i. A waiver of psychologist licensure issued by the Department or
- ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist or clinical social worker licensure.

F. **Qualified Mental Health Worker (QMHW)** is assigned to the job classification of Case Worker within the County and meet the education requirements as an “Other Qualified Provider”. The employment standards for a QMHW are set at the discretion of the County. A QMHW qualifies for the position by meeting one of the following employment standards:

- i. Possession of a B.A. degree in social or behavioral sciences, including psychology, social work or sociology, and six (6) months of experience performing work on a full-time basis providing client care in a mental health setting; or
- ii. Possession of a high school diploma or equivalent degree and two (2) years of experience performing work on a full-time basis providing client care in a mental health setting and/or support services to mental health clients and their families.

G. **Interns and Trainees.** Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:

- i. Graduate student Interns/Trainees under the direct supervision of Contractor’s licensed, registered or waived Mental Health clinician; and
- ii. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor.

X. **Delete Subsection N of Section 10 (Services) of Exhibit A-3 Statement of Work: MHS Supportive Community Services South (Paths to Recovery) and replace it with the following:**

N. Contractor shall provide the following mental health services under the Service Function Codes listed in Exhibit B-1 MHS, as needed, to Program clients.

- i. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional, or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental health status determination, analysis of the client’s clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204.
- ii. **Case Management.** Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

- iii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

- iv. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, for or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to, assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

- v. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. Service activities include but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client, as defined in 9 CCR Section 1810.225.
- vi. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client's progress, as defined in Title 9 CCR Section 1810.232.
- vii. **Rehabilitation.** A service activity that includes, but is not limited to, assistance-with improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.
- viii. **Therapy.** Therapy is a service activity of therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments, as defined in Title 9 CCR Section 1810.250. Therapy may be delivered to an individual or group and may include family therapy at which the client is present.

XI. Delete Subsection A i-v of Section 3 A (Services Provide by Contractor) of Exhibit A-4 Statement of Work: MHS Adult Housing Supports and replace it with the following:

3. SERVICES PROVIDED BY CONTRACTOR. Contractor shall provide twenty-four (24) hour per day, seven (7) days per week psychiatric rehabilitation, residential care and room and board for clients placed at the Program as described in Section 8 (Referrals).

A. Contractor shall provide the following mental health services, as needed and indicated on the Client Service Plan (see Section 9 Documentation Requirements), to Program clients:

i. **Case Management.** Services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure client access to service and the service delivery system; monitoring of the client's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.

ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's Client Service Plan, as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

Collateral may include, but is not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a Collateral service.

iii. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, for or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to, assessment, collateral, and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements as defined in Title 9 CCR Sections 1840.338 and 1840.348.

Crisis intervention services may either be face-to-face or by telephone with the beneficiary or the beneficiary's significant support person and may be provided anywhere in the community.

iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client's progress, as defined in Title 9 CCR Section 1810.232.

- v. **Rehabilitation.** A service activity that includes, but is not limited to, assistance with improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

XII. Delete Section 11 (Staffing) of Exhibit A-4 Statement of Work: MHS Adult Housing Supports and replace it with the following:

11. STAFFING REQUIREMENT. Contractor shall adhere to the Program staffing requirements outlined below. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. For all programs, Contractor shall abide by CCLD staffing requirements for 24/7 coverage with on-call staff as necessary for emergency situations. Contractor shall employ staff in the positions listed below, at the approximate Full Time Equivalent (FTE) levels (based on a 40-hour work week), indicated for each program:

A. Phoenix House Support Services: Contractor shall establish and employ a service delivery team for the program, with 9.19 Full Time Equivalent (FTE) staff as follows:

- i. 0.5 FTE Program Director, defined in section 11.C;
- ii. 1.0 FTE Program Administrator/Manager, defined in section 11.D;
- iii. 1.0 FTE Program Coordinator/Assistant Manager, defined in section 11.E;
- iv. 0.30 FTE Senior Residential Counselor, defined in 11.H;
- v. 6.15 FTE Residential Counselors, defined in section 11.H;
- vi. 0.21 FTE Peer Counselor, defined in section 11.F; and
- vii. 0.03 FTE Clinical Supervisor, defined in section 11.G.

B. Mountain House Support Services: Contractor shall establish and employ a service delivery team for the program, with 9.02 Full Time Equivalent (FTE) staff as follows:

- i. 0.5 FTE Program Director, defined in section 11.C;
- ii. 1.0 FTE Program Administrator/Manager, defined in section 11.D;
- iii. 1.0 FTE Program Coordinator/Assistant Manager, defined in section 11.E;
- iv. 0.30 FTE Senior Residential Counselor, defined in section 11.H;
- v. 6.19 FTE Residential Counselor, defined in section 11.H; and
- vi. 0.03 FTE Clinical Supervisor, defined in section 11.G.

C. Program Director: This position shall act as the overall administrative supervisor of both CCL licensed programs and housing. This person shall have previous administrative and supervisory experience and shall be responsible for overall coordination and supervision of all clinical and non-clinical activities for the programs.

- D. **Program Administrator/Manager:** This position shall act as the clinical and administrative supervisor of the Program. The Program Manager shall be a licensed/waivered/registered mental health professional as described in 9 CCR sections 1810.223 and 1810.254. The Program Supervisor shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting. In addition, the Program Manager shall perform the following duties:
- i. Provide overall Program supervision;
 - ii. Develop and maintain facility standards of care congruent with the population seeking placement;
 - iii. Coordinate admissions with administrator including supervising assessments and move-ins; and
 - iv. Oversee client admission interviews.
- E. **Program Coordinator/Assistant Manager** is the administrative supervisor of the Program. The Assistant Manager shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting and a minimum education of an AA, AS, BA, BS in a related mental health field. In addition, the Residential Manager shall perform the following duties:
- i. Coordinate and develop facility standards of care congruent with the population seeking placement with Program Manager;
 - ii. Maintain the facility in compliance with all local, state, and federal requirements; and
 - iii. Maintain sound practices and procedures for individual client care and individualized plans for clients.
- F. **Peer Counselor** is responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls, and coordinating communication between the Program staff and clients.
- G. **Clinical Supervisor:** This position shall provide clinical supervision for the Program. This staff shall be a licensed/waivered/registered mental health professional as described in 9 CCR sections 1810.223 and 1810.254. The Clinical Supervisor shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting.
- H. **Senior Residential Counselor and Residential Counselor** (including AM, PM, overnight, weekend, and staff with CCL Administrator certification): **Senior Residential Counselors and Residential Counselors** shall be at minimum Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure # 4.015. At least 25% of the Direct Care workers should be peers who are individuals with lived experience or a family member/care giver who have supported individuals with lived experience. **Senior Residential Counselors and Residential Counselors** shall perform the following duties:

- i. Assist with activities of daily living, including passing out medication as assigned, following facility protocol, and licensing regulation and guidelines for both client and employee safety;
- ii. Coordinate peer activities that include groups, trainings, and networking for the residents and staff;
- iii. Follow safety guidelines in the facility, including universal precautions when providing care to the clients; and
- iv. Follow the individual service plan and individual program plan for each client.

I. Licensed mental health professional under Title 9 CCR Section 1810.223 includes:

- i. Licensed physicians;
- ii. Licensed psychologists;
- iii. Licensed clinical social workers;
- iv. Licensed marriage and family therapists;
- v. Licensed psychiatric technicians;
- vi. Registered Nurses; and
- vii. Licensed Vocational Nurses.

J. Waivered/Registered Professional under Title 9 CCR Section 1810.254 includes an individual who has:

- i. A waiver of psychologist licensure issued by the Department, or
- ii. Registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.

K. Interns and Trainees. Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and as follows:

- i. Graduate student Interns/Trainees under the direct supervision of Contractor's licensed, registered or waived Mental Health clinician; and
- ii. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number, if a Livescan is provided by the Contractor.

XIII. Delete Section III. (Operating Budget and Provisional Rate) of Exhibit B Financial Provisions - MHS and replace it with the following:

III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MH, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any

budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

XIV. Delete Subsection A (Accounting for Revenue) of Section IV. (Accounting for Revenues) of Exhibit B Financial Provisions - MHS and replace it with the following:

IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget. Contributions designated in Exhibit B-1-MH shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.

XV. Delete Subsection A. (Submission of Claims and Invoices) and Subsection E. (Withholding of Payment for Unsatisfactory Clinical Documentation) of Section VI (Billing and Payment Procedures and Limitations) of Exhibit B Financial Provisions - MHS and replace it with the following:

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

- A. Submission of Claims and Invoices.
 - 1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

financecbo@co.santa-barbara.ca.us
Santa Barbara County Department of Behavioral Wellness
ATTN: Accounts Payable
429 North San Antonio Road
Santa Barbara, CA 93110 –1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MH, as appropriate, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 (Submission of Claims and Invoices for Medi-Cal Services) of this Exhibit B MH. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.
3. The Program Contract Maximums specified in Exhibit B-1-MH and this Exhibit B MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the generation of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

- E. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current client service plan.

XVI. Delete Subsection D. (Audited Financial Reports) of Section VII (Cost Report) of Exhibit B Financial Provisions – MHS and replace it with the following:

VII. COST REPORT

- D. Audited Financial Reports: Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

XVII. Delete Subsection A. (Pre-audit Cost Report Settlements) of Section VIII (Pre-audit Cost Settlements) of Exhibit B Financial Provisions – MHS and replace it with the following:

VIII. PRE-AUDIT COST REPORT SETTLEMENTS

- A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the County will perform pre-audit cost report settlement(s). Such settlements will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. In no event shall the settlement exceed the maximum amount of this Agreement. Settlement for services shall be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Fee Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
 2. The Contractor's actual costs.
 3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.

XVIII. Delete Exhibit B-1 MH Schedule of Rates and Contract Maximum FY 19-22, and replace it with the following:

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2 through A4 FY 19-20)

EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM						
CONTRACTOR NAME: PathPoint					FISCAL YEAR: 2019-2020	
Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.51
			Collateral	Minutes	10	\$3.25
			*MHS- Assessment	Minutes	30	\$3.25
			MHS - Plan Development	Minutes	31	\$3.25
			*MHS- Therapy (Individual)	Minutes	40	\$3.25
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3.25
			Medication Support Services	Minutes	61, 62	\$5.99
			Crisis Intervention	Minutes	70	\$4.82
Non-Medi-Cal Billable Services	Outreach Services	45	Community Client Services	N/A	20	Actual Cost

	PROGRAM					TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services		
GROSS COST:	\$ 1,012,863	\$ 182,845	\$ 732,594	\$ 755,620		\$2,683,922
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES			\$ 138,162	\$ 161,188		\$ 299,350
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 138,162	\$ 161,188		\$299,350
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ -	\$ 2,384,572

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 911,577	\$ 140,452	\$ 520,128	\$ 520,128		\$ 2,092,285
NON-MEDI-CAL						\$ -
SUBSIDY	\$ 101,286	\$ 42,393	\$ 74,304	\$ 74,304		\$ 292,287
OTHER (LIST):						\$ -
TOTAL SOURCES OF FUNDING:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432		\$ 2,384,572

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE: **Christie Boyer** Digitally signed by Christie Boyer
Date: 2020.11.19 20:14:45 -08'00'

(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.

(4) CMA does not apply to FY 19-20.

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2 through A4 FY 19-20)

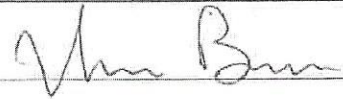
EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: PathPoint FISCAL YEAR: 2019-2020

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2 51
			Collateral	Minutes	10	\$3 25
			*MHS- Assessment	Minutes	30	\$3 25
			MHS - Plan Development	Minutes	31	\$3 25
			*MHS- Therapy (Individual)	Minutes	40	\$3 25
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3 25
			Medication Support Services	Minutes	61, 62	\$5 99
			Crisis Intervention	Minutes	70	\$4 82
Non-Medi-Cal Billable Services	Outreach Services	45	Community Client Services	N/A	20	Actual Cost

	PROGRAM				TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services	
GROSS COST:	\$ 1,012,863	\$ 182,845	\$ 732,594	\$ 755,620	\$2,683,922
LESS REVENUES COLLECTED BY CONTRACTOR:					
PATIENT FEES			\$ 138,162	\$ 161,188	\$ 299,350
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 138,162	\$ 161,188	\$299,350
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,012,863	\$ 182,845	\$ 694,432	\$ 594,432	\$ 2,384,572

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)					
MEDI-CAL (3)	\$ 911,577	\$ 140,452	\$ 520,128	\$ 520,128	\$ 2,092,285
NON-MEDI-CAL					\$ -
SUBSIDY	\$ 101,286	\$ 42,393	\$ 74,304	\$ 74,304	\$ 292,287
OTHER (LIST):					\$ -
TOTAL SOURCES OF FUNDING:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ 2,384,572

CONTRACTOR SIGNATURE: 

FISCAL SERVICES SIGNATURE: _____

(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/hcr 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
(4) CMA does not apply to FY 19-20

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2 through A4 FY 20-21)

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

CONTRACTOR NAME: PathPoint **FISCAL YEAR:** 2020-2021

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
			Collateral	Minutes	10	\$3.33
			*MHS- Assessment	Minutes	30	\$3.33
			MHS - Plan Development	Minutes	31	\$3.33
			*MHS- Therapy (Individual)	Minutes	40	\$3.33
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3.33
			Medication Support Services	Minutes	61, 62	\$6.15
Non-Medi-Cal Billable Services	Outreach Services	45	Crisis Intervention	Minutes	70	\$4.95
			Community Client Services	N/A	20	Actual Cost

	PROGRAM				TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services	
GROSS COST:	\$ 1,012,863	\$ 182,845	\$ 732,594	\$ 755,620	\$2,683,922
LESS REVENUES COLLECTED BY CONTRACTOR:					
PATIENT FEES			\$ 138,162	\$ 161,188	\$ 299,350
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 138,162	\$ 161,188	\$299,350
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ 2,384,572

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)					
MEDI-CAL (3)	\$ 911,577	\$ 140,452	\$ 520,128	\$ 520,128	\$ 2,092,285
NON-MEDI-CAL					\$ -
SUBSIDY	\$ 101,286	\$ 42,393	\$ 74,304	\$ 74,304	\$ 292,287
OTHER (LIST):					\$ -
TOTAL SOURCES OF FUNDING:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ 2,384,572

CONTRACTOR SIGNATURE: **Christie Boyer** Digitally signed by Christie Boyer
FISCAL SERVICES SIGNATURE: Date: 2020.11.19 20:15:02 -08'00'


(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.
(4) Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A2 through A4 FY 20-21)

EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM						
CONTRACTOR NAME:		PathPoint			FISCAL YEAR:	2020-2021
Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Mnutes	01	\$2.58
			Collateral	Mnutes	10	\$3.33
			*MHS- Assessment	Mnutes	30	\$3.33
			MHS - Plan Development	Mnutes	31	\$3.33
			*MHS- Therapy (Individual)	Mnutes	40	\$3.33
			MHS - Rehab (Family, Individual, Group)	Mnutes	12, 41, 51	\$3.33
			Medication Support Services	Mnutes	61, 62	\$6.15
Crisis Intervention	Mnutes	70	\$4.95			
Non-Medi-Cal Billable Services	Outreach Services	45	Community Client Services	N/A	20	Actual Cost

	PROGRAM					TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services		
GROSS COST:	\$ 1,012,863	\$ 182,845	\$ 732,594	\$ 755,620		\$2,683,922
LESS REVENUES COLLECTED BY CONTRACTOR						
PATIENT FEES			\$ 138,162	\$ 161,188		\$ 299,350
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 138,162	\$ 161,188		\$299,350
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ -	\$ 2,384,572

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDICAL (3)	\$ 911,577	\$ 140,452	\$ 520,128	\$ 520,128		\$ 2,092,285
NON-MEDICAL						\$ -
SUBSIDY	\$ 101,288	\$ 42,393	\$ 74,304	\$ 74,304		\$ 292,287
OTHER (LIST)						\$ -
TOTAL SOURCES OF FUNDING:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432		\$ 2,384,572

CONTRACTOR SIGNATURE: 

FISCAL SERVICES SIGNATURE: _____

(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.
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 (4) Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A2 through A4 FY 21-22)

EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM						
CONTRACTOR NAME:	PathPoint				FISCAL YEAR:	2021-2022

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
			Collateral	Minutes	10	\$3.33
			*MHS- Assessment	Minutes	30	\$3.33
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			Medication Support Services	Minutes	61, 62	\$6.15
Non-Medi-Cal Billable Services	Outreach Services	45	Crisis Intervention	Minutes	70	\$4.95
			Community Client Services	N/A	20	Actual Cost

	PROGRAM				TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services	
GROSS COST:	\$ 1,012,863	\$ 182,845	\$ 732,594	\$ 755,620	\$2,683,922
LESS REVENUES COLLECTED BY CONTRACTOR:					
PATIENT FEES			\$ 138,162	\$ 161,188	\$ 299,350
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 138,162	\$ 161,188	\$299,350
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ 2,384,572

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NON-MEDI-CAL					\$ -
SUBSIDY	\$ 101,286	\$ 42,393	\$ 74,304	\$ 74,304	\$ 292,287
OTHER (LIST):					\$ -
TOTAL SOURCES OF FUNDING	\$ 1,012,863	\$ 182,845	\$ 594,432	\$ 594,432	\$ 2,384,572

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: **Christie Boyer** Digitally signed by Christie Boyer
Date: 2020.11.19 20:15:17 -08'00'

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XIX. All other terms remain in full force and effect.

EXHIBIT B-1 - MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A2 through A4 FY 21-22)

EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM						
CONTRACTOR NAME:		PathPoint			FISCAL YEAR:	2021-2022
Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
			Collateral	Minutes	10	\$3.33
			*MHS- Assessment	Minutes	30	\$3.33
			MHS - Plan Development	Minutes	31	\$3.33
			*MHS- Therapy (Individual)	Minutes	40	\$3.33
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3.33
			Medication Support Services	Minutes	61, 62	\$6.15
Non-Medi-Cal Billable Services	Outreach Services	45	Crisis Intervention	Minutes	70	\$4.95
			Community Client Services	N/A	20	Actual Cost

	PROGRAM				TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services	
GROSS COST:	\$ 1,012,863	\$ 182,846	\$ 732,594	\$ 755,620	\$2,683,922
LESS REVENUES COLLECTED BY CONTRACTOR:			\$ 138,162	\$ 161,188	\$ 299,350
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 138,162	\$ 161,188	\$299,350
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,012,863	\$ 182,846	\$ 594,432	\$ 594,432	\$ 2,384,572

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDICAL (3)	\$ 911,577	\$ 140,452	\$ 520,128	\$ 520,128		\$ 2,092,285
NON-MEDICAL						\$ -
SUBSIDY	\$ 101,286	\$ 42,393	\$ 74,304	\$ 74,304		\$ 292,287
OTHER (LIST):						\$ -
TOTAL SOURCES OF FUNDING	\$ 1,012,863	\$ 182,846	\$ 594,432	\$ 594,432		\$ 2,384,572

CONTRACTOR SIGNATURE:



FISCAL SERVICES SIGNATURE:

- (1) Additional services may be provided if authorized by Director or designee in writing.
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- (4) Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

XIX. All other terms remain in full force and effect.

SIGNATURE PAGE

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for Services of Independent Contract to be effective July 1, 2020.

COUNTY OF SANTA BARBARA:

By: _____

Gregg Hart
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

12-8-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Shirley de la Guerra
Deputy Clerk

Date: _____

12-8-20

**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:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____

Deputy

RECOMMENDED FOR APPROVAL:

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

By: _____

Alice Gleghorn, Ph.D/KC
Digitally signed by Alice Gleghorn, Ph.D/KC
Date: 2020.11.23 08:19:45 -08'00'

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____

Risk Manager

SIGNATURE PAGE

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for Services of Independent Contract to be effective July 1, 2020.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, 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: Harvey Brown
Title: CEO
Date: 11-19-2020

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, 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 MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager

SIGNATURE PAGE

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By: _____
GREGG HART, 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: _____
Title: _____
Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Bo Bae (Nov 23, 2020 12:55 PST)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Robert Geis (Nov 23, 2020 12:56 PST)
Deputy

RECOMMENDED FOR APPROVAL:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager