

THIRD AMENDMENT 2016-2019

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is a Third amendment (hereafter referred to as the “Third Amended Contract”) to the Agreement for Services of Independent Contractor, referenced as 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,

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

Whereas, due to the recent merger of Contractor and Crescend Health, Contractor and County have met and agreed to the revisions set forth below.

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

I. In Exhibit A- Mental Health Statement of Work, delete Section 7 – SITE STANDARDS and replace with the following:

7. SITE STANDARDS.

A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in Attachment A, and be approved by County to provide Medi-Cal services based on Medi-Cal site certification, per Attachment D, Organizational Service Provider Site Certification. The County has the authority and responsibility for Medi-Cal site certification as provided in the County Mental Health Plan, pursuant to Title 9 CCR Section 1810.435.

B. For programs located at Contractor’s offices, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff.

II. In Exhibit A, add the following new Exhibit A-3 Statement of Work - MH, Adult Housing Supports, subject to the terms set forth in Exhibit A- Mental Health Statement of Work:

Exhibit A-3
Statement of Work -MH
Adult Housing Supports

- 1. PROGRAM SUMMARY.** Contractor operates two intensive residential programs, Phoenix House Support Services and Mountain House Support Services, (hereafter “the Program”) which provide mental health services to Medi-Cal eligible adults with Serious Mental Illness

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(SMI). These programs are designed to coordinating housing for adults primary served through the Mental Health Services Act (MHSA). Mountain House shall be licensed as an Adult Residential Facility by the California Department of Social Services Community Care Licensing Division (CCLD) and Phoenix House shall be licensed as a Social Rehabilitation Facility by CCLD and is currently in the process of being licensed as an Adult Residential Facility by CCLD. The items in the contract apply to all sites unless otherwise stated. The Programs are located at:

- A. Phoenix House. 107 East Micheltorena, Santa Barbara, California
- B. Mountain House. 37 Mountain Drive, Santa Barbara, California

2. PROGRAM GOALS.

- A. Maintain the client's residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;
- B. Connect clients to social services and community resources;
- C. Assist clients with developing independent living skills and psychological and social skills necessary for recovery;
- D. Provide 24/7 in-person supports to manage crisis;
- E. Connect clients to social services and community resources;
- F. Successfully engage and stabilize clients transitioning from Institutes for Mental Diseases (IMDs), Acute Care Facilities or other residential settings; and

3. SERVICES. 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.** Case Management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The services activities may include but are not limited to communication, coordination and referral; monitoring service delivery to ensure beneficiary's progress; placement services; and plan development. (CCR, Title 9. Section 1810.249).
 - ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the needs of the client and achieving the goals of the 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

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1810.246.1. Collateral may include, but is not limited to, family counseling with the significant support person(s), consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, and consultation and training of the significant support person(s) to assist in better understanding of mental illness. 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, to 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 Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.
 - a. When clients have an emergent need while at the Program, Contractor shall work to manage the client's needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Behavioral Wellness crisis service teams and/or mental health clinic staff to engage in a supported response to the client's needs.
 - b. Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by Behavioral Wellness in the event that specialized knowledge from the Program is required. Response to Behavioral Wellness may be by both telephone and in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.
 - iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232.
 - v. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client's or a group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education (excludes services provided under Medication Support, as defined in Title 9 CCR Section 1810.225), as defined in Title 9 CCR Section 1810.243.
- B. **Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:
- i. Assisting clients in developing and maintaining knowledge of medications, skills in self-administration of medication and compliance with medication treatment;
 - ii. Accessing and using laundry facilities (both in-home and coin-operated facilities);
 - iii. Maintaining clean and well-kept living quarters, this shall include assigning household chores to be completed weekly;

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- iv. Practicing good personal hygiene; including physical health, such as hygiene, prevention and management of medical condition(s);
 - v. Scheduling and keeping appointments; and
 - vi. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.
- C. **Budgeting.** Contractor shall assist client with developing individual budgets based on income and expenses and assisting clients with managing finances, including bill-paying and living on fixed incomes.
- i. Contractor shall work with client to collect payment for housing expenses through Social Security Insurance (SSI) or other client resources.
- D. **Cooking and Meal Planning.** Contractor shall assist clients develop skills related to cooking and meal planning, including:
- i. Learning and developing healthy eating habits;
 - ii. Learning to maintain a safe and sanitary kitchen; and
 - iii. Shopping for and preparing meals with the assistance of Program staff.
- E. **Skill Building.** Contractor shall provide skill building in Social and Recreational Activities, including:
- i. Providing structured direction so clients learn how to engage in group activities that can provide meaningful social connections with others including peer support.
 - a. Group activities should include topics and events designed and implemented by peer support staff whom have lived experience and/or are family members/care givers. As a client and family-driven program structure, focus for these activities should embody recovery, wellness, and resilience principles.
 - ii. Providing structured direction so clients learn how to engage in community activities to prepare for more independent living.
 - iii. Assisting clients to:
 - a. Identify, access and independently participate in social and/or recreational activities in the community with the goal of encouraging and promoting positive interaction with others, physical exercise and participating in health-related activities;
 - b. Develop conversational skills; and

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- c. Access activities that are cost-appropriate to the client's budget.
 - iv. Instructing clients how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist clients in learning how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), Mobile Crisis for psychological emergencies, and hospital emergency rooms for medical emergencies.
 - v. Assist clients in developing skills to use natural supports for transportation and community recreational resources (e.g. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning.
 - vi. Contractor shall provide family psychoeducational activities such as education to the family regarding mental illness, medications, and recognizing symptoms.
 - vii. Contractor shall provide work-related support services to help clients who want to find and maintain employment in community-based job sites as well as educational supports to help clients who wish to pursue the educational programs necessary for securing a desired vocation.
 - a. Program staff shall assist clients to find employment that is part- or full-time, temporary or permanent, based on the unique interests and needs of each client. As often as possible, however, employment should be in real life, independent integrated settings with competitive wages.
 - b. Services shall include but not be limited to:
 - 1. Assessment of the effect of the client's mental illness on employment or educational learning, with identification of specific behaviors that interfere with the client's work or learning performance and development of interventions to reduce or eliminate those behaviors;
 - 2. Development of an ongoing supportive educational or employment rehabilitation plan to help each client establish the skills necessary to find and maintain a job or to remain in an educational setting;
 - 3. Individual supportive therapy to assist clients to identify and cope with symptoms of mental illness that may interfere with work performance or learning; and
 - 4. Work-related supportive services, such as assistance with grooming or personal hygiene, securing of appropriate clothing, wake-up calls, transportation, etc.
- F. **Support Services.** Contractor shall assist clients to access needed community resources, including, but not limited to:
- i. Medical and dental services (e.g. having and effectively using a personal physician and dentist);

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- ii. Financial entitlements;
- iii. Social services; and
- iv. Legal advocacy and representation.

G. **Vocational Skills.** Contractor shall assist clients improve and enhance their vocational skills, such as:

- i. Accessing and using public transportation;
- ii. Accessing and using public libraries; and
- iii. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)

4. SERVICES PROVIDED BY BEHAVIORAL WELLNESS

A. **Specialty Outpatient Mental Health Services.** County shall provide the following services to clients in the Program, either at Behavioral Wellness clinics or in the field:

- 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 status determination, analysis of the client's clinical history; analysis of relevant cultural issues and history; diagnosis; and use of testing procedures, as defined in Title 9 CCR Section 1810.204;
- ii. **Client Service Plan Development.** Client Service Plan (CSP) development consists of developing client plans, approving client plans, and/or monitoring the client's progress, as defined in Title 9 CCR Section 1810.232;
- iii. **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 Title 9 CCR Section 1810.225; and
- iv. **Therapy.** Therapy is a service activity that is a 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 and may include family therapy at which the client is present.

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5. CLIENTS.

- A. **Phoenix House and Mountain House Support Services** - Contractor shall provide the services described in Section 3 to a caseload of (12) clients at Phoenix House and (14) clients at Mountain House.
- i. Clients shall be individuals with SMI whose symptoms of mental illness cause the most substantial levels of disability and functional impairment. Due to the severity of the clients' symptoms and functional issues, individuals who receive these services are in the greatest need of rehabilitative services in order to live successfully in the community and achieve their personal recovery goals. Multiple barriers to successful functioning are common in this group and may include: co-occurring substance abuse or dependence, homelessness, unemployment, out-of-control illness management, frequent and persistent use of hospital emergency departments and inpatient psychiatric treatment, and problems with the legal system. Priority of population served will include individuals with SMI who are transitioning from or at risk of placement at Institutions for Mental Disease (IMDs), acute inpatient facility settings or other residential living settings.
- ii. County shall be responsible to open Mental Health Services Act (MHSA)-funded clients to Full Service Partnership or Outpatient programs concurrently with placement in Contractor's program, as applicable. The housing supports caseload should be connected to by the Contractor on an ongoing basis to their MHSA funded clinical program.

6. ADMISSION CRITERIA.

- A. Program clients should have symptoms that seriously impair their functioning in independent living community settings. Because of mental illness, the client has substantial disability and functional impairment as indicated by client's assessment and previous treatment history; and
- B. Priority should be given to clients with long term psychiatric disabilities such as schizophrenia, other psychotic disorders and bipolar disorders.

7. LENGTH OF STAY/SERVICE INTENSITY.

Contractor shall work with County to develop and attain goals for assisting clients to move to lower levels of supportive housing or community support.

8. REFERRALS.

- A. **County Behavioral Wellness** - Regional Manager or designee shall do the following:
- i. Review open cases to determine those appropriate for placement; and
- ii. Send Contractor a Patient Referral Packet, described in Section 8.D, and other available documentation necessary to evaluate the client's appropriateness for the Program.

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B. Contractor shall:

- i. Receive referrals for clients seven (7) days per week and admit clients during business hours
- ii. Admit and provide services to clients referred by Behavioral Wellness in order for those services to be reimbursed by County.

C. Admission Process. Contractor shall:

- i. Notify County that a program slot has been vacated as described in Section 10 (Discharge Plan).
- ii. Respond to referrals within five (5) days from the date of receipt of the referral.
- iii. Interview client referred by County. Referrals may also require CCLD approval if there is an exception needed for admission for residential treatment.
- iv. In the event a referral is not accepted per Section 8.E (Exclusion Criteria and Process), notify County of the reason for not accepting the referral.

D. Referral Packet. Contractor shall maintain a referral packet within its files (hard copy or electronic), for each client referred and treated. Any items provided in hard copy that are also available in the Behavioral Wellness Medical Record system shall be shredded by Contractor upon opening the client to the program; in compliance with HIPAA. The Referral Packet shall contain each of the following:

- i. A copy of the County referral form;
- ii. A client face sheet listing all of the County programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
- iii. Any custody records and any inpatient full commitment packets, including court reports, police reports, psychological evaluations and court orders (if applicable);
- iv. A copy of the most recent comprehensive assessment or assessment update; including Intake and admissions assessment and psychological assessment Discharge plan;
- v. A copy of the most recent medication record Medi-Cal Eligibility Database Sheet (MEDS), and health questionnaire to include TB screening.
 - a. It is Contractor's responsibility to verify continued Medi-Cal eligibility as described in Exhibit A-Mental Health Statement of Work, Section 6;
- vi. A copy of the currently valid Client Service Plan (CSP) indicating the goals for client enrollment in the Program and identifying Contractor as service provider;

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- vii. Client Program Agreement outlining the terms and conditions of participation in the Program; and
- viii. Other documents as reasonably requested by Contractor or County.

E. **Exclusion Criteria and Process.** On a case-by-case basis, the following may be cause for client exclusion from the Program, subject to approval by the Behavioral Wellness Regional Manager, PHF Medical Director or other designee in collaboration with Contractor:

- a. Individuals with restricted health conditions as defined by CCLD or have a history of fire setting within the last five years and those who are not classified as “ambulatory” will be excluded from Program participation in accordance with licensing requirements;
- b. Individual’s recent history (conviction or charges within the past six (6) months) of violent crime or sexual predation; and
- c. Individuals with Anti-Social Personality Disorder or at risk of self-harm, unless agreed upon by both parties.

9. DOCUMENTATION REQUIREMENTS.

A. **Behavioral Wellness Client Service Plan (CSP).** The Behavioral Wellness Treatment Team shall:

- i. Complete a CSP in collaboration with Contractor for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual, available at <http://countyofsb.org/behavioral-wellness>;
- ii. The CSP will provide overall direction for the collaborative work of the client, the Program and Treatment Team, as applicable; and
- iii. Provide the revised CSP to Contractor’s staff as CSPs are amended and updated.

B. **Contractor shall:**

- i. Verify the presence of a current, valid, active Client Service Plan and ensure that the services provided by Contractor are authorized by the Client Service Plan;
- ii. **Action Plan.** Provide a copy of the individualized plan with specific rehabilitation goals the Contractor is working on with the client to the client’s Behavioral Wellness Treatment Team.

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- a. The individualized plan will be developed collaboratively with Contractor, Behavioral Wellness Treatment Team, and client.
 - b. Provide services as determined by each client's CSP and Action Plan.
 - c. Complete the Action Plan within 30 days of client's enrollment into the Program and align the Action Plan with the overall goals of the client's CSP.
 - d. Provide copies of clients' Action Plans to Behavioral Wellness upon completion and upon any further updates or revisions, as applicable.
10. **DISCHARGE PLAN.** The Behavioral Wellness Treatment Team shall work closely with each client and with Contractor's Program staff to establish a written discharge plan that is responsive to the client's needs and personal goals. Behavioral Wellness will be responsible for the arrangement placement of the client upon discharge.
- A. Behavioral Wellness Treatment Team shall participate in the development of discharge plans, and shall provide assistance to clients in completion of their plan.
 - B. Contractor and County shall collaborate in planning for discharge and transition.
 - C. Contractor shall notify Behavioral Wellness immediately of any decision to discharge or evict.
 - D. The discharge plan shall be documented in the Behavioral Wellness Management Information System (MIS) system.
 - E. Clients and their families shall be involved as much as possible in the discharge and graduation process.
 - F. Contractor shall notify County of final discharge date immediately.
 - G. Residential clients may be discharged by Contractor according to CCLD requirements.
11. **STAFFING.** 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 following, 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 8.44 Full Time Equivalent (FTE) staff as follows:
 - i. 0.5 FTE Program Director, defined in section 11.C
 - ii. 1.0 FTE Program Manager, defined in section 11.D
 - iii. 1.0 FTE Assistant Manager, defined in section 11.E
 - iv. 0.25 FTE Administrative Assistant defined in section 11.F

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- v. 0.37 FTE Clinical Lead. Defined section 11.G
 - vi. 5.32 FTE Direct Care Staff, defined in section 11.H
- B. Mountain House Support Services** - Contractor shall establish and employ a service delivery team for the program, with 7.2 Full Time Equivalent (FTE) staff as follows:
- i. 0.5 FTE Program Director, defined in section 11.C
 - ii. 1.0 FTE Program Manager, defined in section 11.D
 - iii. 1.0 FTE Assistant Manager, defined in section 11.E
 - iv. 0.25 FTE Administrative Assistant (patient rep, clerical), defined in section 11.F
 - v. 0.37 FTE Clinical Lead defined in section 11.G
 - vi. 4.08 FTE Direct Care Staff, defined in section 11.H
- 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 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 Title 9, CCR 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. Assistant Manager (Administrator/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

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- 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. **Administrative Assistant** 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 Lead:** This position shall provide clinical supervision for the Program. This staff shall be a licensed/waivered/registered mental health professional as described in Title 9, CCR 1810.223 and 1810.254. The Clinical Lead 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. **Direct Care Staff** (including am, pm, overnight, weekend, and staff with CCL Administrator certification): Direct Care workers (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 family members/care giver who are those who have supported individuals with lived experience. Direct Care workers shall perform the following duties:
- i. Assist with activities of daily living, including passing out medication as assigned, following facility protocol, 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.

III. In Exhibit A-Mental Health Statement of Work, delete Section 10, Cultural Competence, and replace with the following:

10. CULTURAL COMPETENCE.

- A. At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL);
- B. Contractor will strive to fill direct service positions with bilingual staff in County's threshold language Spanish that is reflective of the specific needs of each region.

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Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; Lompoc service area (including Buellton and Solvang) – 33%.

- C. Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- D. Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in section 10.B above.
- E. As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.

IV. In Exhibit A-Mental Health Statement of Work, add the following new sections 16 through 18:

16. Signature Pads.

- A. County shall purchase one signature pad for each physical address identified for Contractor in this Agreement. The signature pads will be compatible with the County's Electronic Health Record (EHR) Clinicians Gateway. Contractor shall use the electronic versions of the Client Assessment, Client Plan, and Medication Consent Form to ensure a complete client medical a record exists within Clinicians Gateway. Contractor shall obtain client signatures on these electronic documents using the signature pad. Upon initial purchase, County shall install the signature pads on Contractor's hardware and provide a tutorial for Contractor's staff. Contractor shall be responsible for ongoing training of new staff.
- B. In the event that Contractor damages or loses the signature pads provided by County, Contractor shall be responsible for purchasing a new Clinicians Gateway compatible signature pad as a replacement from the County inventory at the current cost of replacement.

17. MANDATORY DISCLOSURES.

- A. **Disclosure of Interests of 5% or More.** As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a *Disclosure of Ownership or Controlling Interest* form provided by County. In the event of change of ownership, or any person newly obtaining an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will submit an updated form within 35 days.
- B. **Information Related to Business Transactions (42 CFR 455.105).** Contractor agrees to furnish to County or the Secretary of DHCS on request, information related to

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business transactions. Contractor shall submit, within 35 days of the date on a request by County or the Secretary of DHCS full and complete information about:

- i. The ownership of any subcontractor with whom the provider has had business transactions totaling more than \$ 25,000 during the 12-month period ending on the date of the request; and
- ii. Any significant business transactions between the provider and any wholly owned supplier, or between the provider and any subcontractor, during the 5-year period ending on the date of the request.

C. Denial of Federal Financial Participation (FFP) for Failure to Provide Timely Disclosures.

- i. FFP is not available in expenditures for services furnished by Contractors who fail to comply with a request made by the County or Secretary of DHCS under subsection A or B above, or under 42 CFR §420.205 (Medicare requirements for disclosure).
- ii. FFP will be denied in expenditures for services furnished during the period beginning on the day following the date the information was due to the County or the Secretary of DHCS and ending on the day before the date on which the information was supplied.
- iii. A provider shall be required to reimburse those Medi-Cal funds received during any period for which material information was not reported, or reported falsely, to the County or DHCS (Welf. & Inst. Code § 14043.3).

D. Consent to Criminal Background Check, Fingerprinting (42 CFR 455.106, Welf. & Inst. Code § 14043.38).

Contractor consents to criminal background checks, including fingerprinting when required to do so by state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in contractor, shall submit a set of fingerprints in a form and manner determined by DHCS.

E. Mandatory Termination.

As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

- i. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 CFR 455.416); or
- ii. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 CFR 455.416, 42 CFR 455.106).

18. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff complete mandatory trainings per County's "Mandatory Training" policy. The following trainings must be completed at hire and

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annually thereafter:

- i. Code of Conduct;
- ii. Consumer and Family Culture;
- iii. Cultural Competency; and
- iv. HIPAA.

V. In Attachment E, Program Goals, Outcomes, and Measures, add the following:

Adult Housing Supports Program Evaluation			
Residential Programs of Support Services			
Program Goal	Outcome	Phoenix House Support Services	Mountain House Support Services
❖ Prepare clients to transition from institutional care to community living and secure community living arrangements for client prior to graduation	<p>Increased life skills needed to participate in purposeful activity, increase quality of life and successfully transition to community living:</p> <ul style="list-style-type: none"> ✓ Maintain the percent of clients employed, enrolled in school or training, actively participating in groups, or volunteering at X% or more. ✓ Maintain the quarterly percentage of clients transitioning to a higher level of care due to psychiatric conditions at X% or lower. ✓ Reduce homelessness by maintaining the percent of clients with stable/permanent housing (i.e., were not evicted or lost housing) at X% or more. 	15%	15%
❖ Reduce mental health and substance abuse symptoms resulting in reduced need for involuntary or higher level of care services	<p>Maintain the percent of clients that become incarcerated per quarter at X% or less.</p> <p>Maintain the percent of clients hospitalized</p>	6%	6%

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	<p>for physical health reasons per quarter at X% or less.</p>	10%	10%
	<p>X% of clients will demonstrate improvement in their level of recovery, as measured by increased scores on the Milestones of Recovery Scale (MORS).</p>	N/A	N/A

VI. In Exhibit B MH, delete Section II, Maximum Contract Amount, and replace with the following:

II. Maximum Contract Amount.

The Maximum Contract Amount of this Agreement shall not exceed \$1,175,848 for FY 16-17, \$1,175,848 for FY 17-18, and \$2,341,400 for FY 18-19 for a total multi-year contract amount not to exceed \$4,693,096 in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1 MH and subject to the provisions in Section I. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

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

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

CONTRACTOR NAME:

PathPoint

FISCAL YEAR: 2016-2019

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	\$2.46
			Collateral	Minutes	10	\$3.18
			*MHS- Assessment	Minutes	30	\$3.18
			MHS - Plan Development	Minutes	31	\$3.18
			*MHS- Therapy (Individual)	Minutes	40	\$3.18
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3.18
			Medication Support Services	Minutes	61, 62	\$5.87
			Crisis Intervention	Minutes	70	\$4.73
Non-Medi-Cal Billable Services	Outreach Services	45	Community Client Services	N/A	20	Actual Cost

	PROGRAM					TOTAL
	Supportive Community Services (Paths to Recovery)	Residential Support Services	Phoenix House Supportive Services	Mountain House Supportive Services		
GROSS COST:	\$ 993,003	\$ 182,845	\$ 761,262	\$ 695,348		\$2,632,458
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES			\$ 134,334	\$ 156,724		\$ 291,058
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 134,334	\$ 156,724		\$291,058
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 993,003	\$ 182,845	\$ 626,928	\$ 538,624	\$ -	\$ 2,341,400

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 893,702.70	\$ 140,452	\$ 501,542	\$ 511,693		\$ 2,047,390
NON-MEDI-CAL						\$ -
SUBSIDY	\$ 99,300.30	\$ 42,393	\$ 125,386	\$ 26,931		\$ 294,010
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	\$ 626,928	\$ 538,624		\$ 2,341,400
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 2,979,009	\$ 548,535	\$ 626,928	\$ 538,624		\$ 4,693,096

(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

(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.

(4) Does not apply to FY 16-17.

* 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.

THIRD AMENDMENT 2016-2019

VIII. In Exhibit B MH, add the following B-2- Budget:

LINE #	COLUMN #	1	2	3	10	11	12	13
	I. REVENUE SOURCES:		TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Phoenix House Supportive Services	Mountain House Supportive Services	Supportive Community South Services	Residential Support Services
1	Contributions		\$ 614,486	\$ -				
2	Foundations/Trusts		inc above	\$ -				
3	Miscellaneous Revenue		\$ -	\$ -				
4	Behavioral Wellness Funding		\$ 2,341,400	\$ 2,341,400	\$ 626,928	\$ 538,624	\$ 993,003	\$ 182,845
5	Other Government Funding		\$ 995,076	\$ -				
6	Other - Private Pay		\$ 1,820	\$ -				
7	Other - Developmental Disability Programs		\$ 22,700,664	\$ -				
8	Other - Insurance		\$ 123,525	\$ -				
9	Other - CGS Management Fees		\$ (3,330)	\$ -				
10	Total Other Revenue		\$ 26,773,641	\$ 2,341,400	\$ 626,928	\$ 538,624	\$ 993,003	\$ 182,845
I.B Client and Third Party Revenues:								
11	Client Fees		\$ -	\$ -				
12	SSI		\$ 291,059	291,059	\$ 134,335	\$ 156,724		
13	Other - rental/lease income, realized/unrealized gains/losses, interest/other		\$ 852,137	\$ -				
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 1,143,196	\$ 291,059	\$ 134,335	\$ 156,724	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 27,916,837	\$ 2,632,459	\$ 761,263	\$ 695,348	\$ 993,003	\$ 182,845

THIRD AMENDMENT 2016-2019

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Phoenix House Supportive Services	Mountain House Supportive Services	Supportive Community South Services	Residential Support Services
III.A. Salaries and Benefits Object Level						
16 Salaries (Complete Staffing Schedule)	13,328,070	\$ 1,365,650	\$ 372,992	\$ 319,567	\$ 557,408	\$ 115,683
17 Employee Benefits	3,277,973	\$ 333,246	\$ 88,987	\$ 75,914	\$ 141,724	\$ 26,621
18 Casual/Temp Labor	210,297	\$ -	\$ -	\$ -		
19 Payroll Taxes	1,165,051	\$ 113,105	\$ 30,958	\$ 26,524	\$ 46,113	\$ 9,510
20 DD Program: Participant Wages	940,282	\$ -	\$ -	\$ -		
21 DD Program: Participant Workers Comp	233,459	\$ -	\$ -	\$ -		
22 DD Program: Participant Payroll Taxes	71,936	\$ -	\$ -	\$ -		
23 Salaries and Benefits Subtotal	\$ 19,227,068	\$ 1,812,002	\$ 492,937	\$ 422,005	\$ 745,245	\$ 151,814
III.B Services and Supplies Object Level						
24 Facility Maintenance: Wages	\$ (71,785)	\$ -	\$ -	\$ -		
25 Equipment Rental/Maintenance	\$ 18,838	\$ 1,352	\$ 141	\$ 490	\$ 720	
26 Minor Equipment Purchase	\$ 116,261	\$ 27,279	\$ 19,000	\$ 8,279		
27 Computer Maintenance	\$ 64,539	\$ 2,000	\$ 1,000	\$ 1,000		
28 Vehicle Expense	\$ 184,261	\$ 3,000	\$ 2,000	\$ 1,000		
29 Use Allowance	\$ (146,545)	\$ -	\$ -	\$ -		
30 Facility Rent	\$ 916,512	\$ 61,306	\$ -	\$ -	\$ 59,414	\$ 1,892
31 Facility Taxes	\$ 7,639	\$ -	\$ -	\$ -		
32 Facility Maintenance	\$ 389,137	\$ 50,808	\$ 27,649	\$ 23,159		
33 Janitorial	\$ 175,325	\$ 4,800	\$ 2,400	\$ 2,400		
34 Bad Debt/Contract Settlement	\$ 13,700	\$ -	\$ -	\$ -		
35 Communication	\$ 169,197	\$ 17,029	\$ 4,800	\$ 4,800	\$ 6,274	\$ 1,155
36 Postage	\$ 13,689	\$ 473	\$ 205	\$ 268		
37 Office Supplies	\$ 39,260	\$ 8,327	\$ 1,034	\$ 1,002	\$ 4,851	\$ 1,440
38 Employee Appreciation	\$ 36,442	\$ 1,849	\$ 998	\$ 851		
39 Program Supplies	\$ 436,305	\$ 5,578	\$ 2,121	\$ 3,457		
40 Food	\$ 12,541	\$ -	\$ -	\$ -		
41 Food Services	\$ 28,080	\$ -	\$ -	\$ -		
42 Event Supplies	\$ 11,369	\$ -	\$ -	\$ -		
43 Insurance	\$ 283,429	\$ 18,244	\$ 6,243	\$ 5,322	\$ 6,187	\$ 492
44 Utilities	\$ 261,611	\$ 35,074	\$ 11,998	\$ 14,276	\$ 8,528	\$ 272
45 Bank Charges	\$ 18,811	\$ -	\$ -	\$ -		
46 Payroll Processing	\$ 121,855	\$ 3,629	\$ 1,144	\$ 1,159	\$ 1,090	\$ 236
47 Depreciation	\$ 516,994	\$ 74,857	\$ 26,451	\$ 37,510	\$ 10,896	
48 Professional Fees; Consultants	\$ 57,019	\$ 3,500	\$ 3,250	\$ -	\$ 250	
49 Legal Fees	\$ 6,185	\$ -	\$ -	\$ -		
50 Mileage	\$ 306,116	\$ 2,937	\$ 1,385	\$ 1,552		
51 Staff/Participant Training	\$ 148,654	\$ 21,785	\$ 855	\$ 855	\$ 18,854	\$ 1,221
52 Membership Dues	\$ 28,764	\$ -	\$ -	\$ -		
53 Printing/Publications	\$ 62,951	\$ 5,628	\$ 2,422	\$ 2,360	\$ 672	\$ 174
54 Licensing	\$ 19,354	\$ 2,651	\$ 1,328	\$ 1,323		
55 Personnel Recruitment	\$ 57,090	\$ 4,400	\$ 1,800	\$ 1,800	\$ 500	\$ 300
56 Subscriptions	\$ 11,459	\$ -	\$ -	\$ -		
57 Interest	\$ 414,792	\$ 34,928	\$ 10,463	\$ 24,466		
58 In-Kind Expenses	\$ 103,251	\$ -	\$ -	\$ -		
59 Services and Supplies Subtotal	\$ 4,833,099	\$ 391,435	\$ 128,688	\$ 137,329	\$ 118,236	\$ 7,182
III.C. Client Expense Object Level Total (Not Reimbursable by Behavioral Wellness)						
60 Food/Housing Supplies	\$ 85,358	\$ 85,358	\$ 40,296	\$ 45,062		
61 SUBTOTAL DIRECT COSTS	\$ 24,145,525	\$ 1,266,317	\$ 661,921	\$ 604,396	\$ 863,481	\$ 158,996

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	IV. INDIRECT COSTS			15%	15%	15%	15%
62	Administrative Indirect Costs (Reimbursement limited to 15%)	3,100,747	\$ 343,665	\$ 99,342	\$ 90,952	\$ 129,522	\$ 23,849
63	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 61+62)	\$ 27,246,272	\$ 2,632,459	\$ 761,263	\$ 695,348	\$ 993,003	\$ 182,845

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

THIRD AMENDMENT 2016-2019

SIGNATURE PAGE

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective on July 1, 2018.

COUNTY OF SANTA BARBARA:

By: _____
DAS WILLIAMS
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: _____
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