

Check here if additional pages are added: 30 Page(s)

|                                     |                                |
|-------------------------------------|--------------------------------|
| Agreement Number<br><b>17-94705</b> | Amendment Number<br><b>A01</b> |
| Registration Number:                |                                |

1. This Agreement is entered into between the State Agency and Contractor named below:  
 State Agency's Name (Also known as DHCS, CDHS, DHS or the State)

**Department of Health Care Services**

Contractor's Name (Also referred to as Contractor)

**County of Santa Barbara**

2. The term of this Agreement is: **January 15, 2018**  
 through **April 30, 2019**

3. The maximum amount of this **\$1,197,485.72**  
 Agreement after this amendment is: **One Million, One Hundred Ninety-Seven Thousand, Four Hundred Eighty-Five Dollars and Seventy-Two Cents.**



4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- I. The effective date of this amendment is the date approved by DGS.
- II. **Purpose of amendment:** This amendment extends the contract term by one month. It also increases funding, replacing Exhibit D(C) with Exhibit D(F) due to adding federal funding, and continues performance of the Scope of Work. DHCS is obtaining a continuation of the services identified in the original agreement.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- IV. Paragraph 2 (term) on the face of the original STD 213 is amended to read January 15, 2018 through ~~March 31, 2019~~ **April 30, 2019**. All references to the former contract term of January 15, 2018 through March 31, 2019 in any exhibit incorporated into this agreement are hereinafter deemed to read January 15, 2018 through April 30, 2019.

(Continued on next page)

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

|                                                                                                                                   |                           |                                                                               |
|-----------------------------------------------------------------------------------------------------------------------------------|---------------------------|-------------------------------------------------------------------------------|
| <b>CONTRACTOR</b>                                                                                                                 |                           | <b>CALIFORNIA</b><br><b>Department of General Services</b><br><b>Use Only</b> |
| Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)<br><b>County of Santa Barbara</b> |                           |                                                                               |
| By (Authorized Signature)<br>                   | Date Signed (Do not type) |                                                                               |
| Printed Name and Title of Person Signing<br><b>Alice Gleghorn, Ph.D., MH Director</b>                                             |                           |                                                                               |
| Address<br><b>300 N. San Antonio Road, Bldg. 3<br/>Santa Barbara, CA 93110</b>                                                    |                           |                                                                               |
| <b>STATE OF CALIFORNIA</b>                                                                                                        |                           |                                                                               |
| Agency Name<br><b>Department of Health Care Services</b>                                                                          |                           | <input type="checkbox"/> Exempt per:                                          |
| By (Authorized Signature)<br>                   | Date Signed (Do not type) |                                                                               |
| Printed Name and Title of Person Signing<br><b>Carrie Talbot, Chief, Contract Management Unit</b>                                 |                           |                                                                               |
| Address<br><b>1000 G Street, 4<sup>th</sup> Floor, MS 2400, P.O. Box 997413,<br/>Sacramento, CA 95899-7413</b>                    |                           |                                                                               |

V. Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased \$880,642.77 and is amended to read: ~~\$316,842.95 (Three Hundred Sixteen Thousand, Eight Hundred Forty-Two Dollars and Ninety-Five Cents)~~ **\$1,197,485.72 (One Million, One Hundred Ninety-Seven Thousand, Four Hundred Eighty-Five Dollars and Seventy-Two Cents).**

VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised Exhibits.

Exhibit B Attachment I A1 – Budget (Year 1) 1 page  
Exhibit B Attachment II A1 – Budget (Year 2) 1 page

All references to Exhibit B Attachment I and Exhibit B Attachment II in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A1 and Exhibit B Attachment II A1 respectively.

VII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to delete the following Exhibit.

Exhibit B Attachment I – Schedule 1 1 page

All references to Exhibit B Attachment I – Schedule 1 in any exhibit incorporated into this agreement shall hereinafter be deemed deleted.

VIII. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following Exhibit.

Exhibit D(F) Special Terms and Conditions 26 pages  
Notwithstanding provisions 5, 6, 15, 16, 17, 22, 23, 29, and 30 which do not apply to this agreement.

IX. Provision 1 (Invoicing and Payment) of Exhibit B – Budget Detail and Payment Provisions is amended to read as follows:

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

~~Kimberly Wimberly~~ **Contract Liaison**  
Department of Health Care Services  
~~Mental Health Services Division~~  
~~Fiscal Policy Section~~  
~~Contracts Management Unit~~  
**Clinical Assurance and Administrative Support Division**  
1500 **1501** Capitol Ave., MS 2704 **4506**  
P.O. Box 997413  
Sacramento, CA and ~~95899-7413~~ **95814**

C. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2) Bear the Contractor's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.

**D. Invoice Components:**

**The invoice shall contain a coversheet and if applicable, support documentation. The coversheet will serve as a brief and concise summary detailing the contract number, invoice number, billing and/or performance period, and the total expenditure.**

**4. Amounts Payable**

A. The amounts payable under this Agreement shall not exceed:

- 1) \$316,842.95 for the budget period of 01/15/18 through 06/30/18.
- 2) ~~\$0.00~~ **\$880,642.77** for the budget period of 07/01/18 through ~~03/31/19~~ **04/30/19**.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

**8. Progress Payment Withholds**

~~Payments made under this Agreement are subject to provision 11 entitled, "Progress Payment Withholds" appearing in Exhibit D(C) entitled, Special Terms and Conditions.~~

**A. This provision replaces and supersedes provision 22 of Exhibit D(F).**

**B. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.**

**C. Ten percent (10%) may be withheld by DHCS from each invoice submitted for reimbursement, under the following conditions:**

- 1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.**
- 2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.**

- 3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

D. Release of Amounts Withheld

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to DHCS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of DHCS.

E. Payment Requests Excluded from the 10 Percent (10%) Withhold

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

- X. Exhibit E – Additional Provisions is amended to add the following provision:

5. Dispute Resolution Process

A. This provision replaces and supersedes provision 15 of Exhibit D(F).

B. If a dispute arises between the Contractor and DHCS, the Contractor must seek resolution using the process outlined below.

- 1) The Contractor should first informally discuss the problem with the DHCS program contract manager. If the problem cannot be resolved informally, the Contractor must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefor. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
- 2) When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of DHCS.
- 3) Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS program contract manager.

**4) There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.**

**6. Identification of Contractor versus Subrecipient.**

**The Contractor, County of Santa Barbara, is considered a subrecipient and subject to all applicable requirements in Title 2, Code of Federal Regulations, Part 200 and Title 45, Code Federal Regulations, Part 75, including, but not limited to, the requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2, Code of Federal Regulations Part 200, Subpart F or Title 45, Code of Federal Regulations, Part 75.**

XI. All other terms and conditions shall remain the same.