

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 12-027**, by and between the **County of Santa Barbara** (County) and **PathPoint** (Contractor), for the continued provision of Residential & Rehabilitation Services.

Whereas, County intends to extend the term of the existing contract through Fiscal Year 12-13 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2011, except as modified by this First Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section 4, Term, from Agreement, and replace with the following:

4. **TERM.** Contractor shall commence performance on **July 1, 2012**, and end performance upon completion, but no later than **June 30, 2013**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 12, Records, Audit and Review, from Agreement, and replace with the following:

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.

III. Delete Section 35, Nonappropriation of Funds, from Agreement, and replace with the following:

35. NONAPPROPRIATION OF FUNDS.

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of

FIRST AMENDMENT

County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

IV. Delete Section 2, Licenses, Permits, Registrations, Accreditations and Certificates, from Exhibit A, Statement of Work, and replace with the following:

2. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided, in duplicate, to Alcohol, Drug, and Mental Health Services (ADMHS) Contracts Division.
- B. Contractor shall ensure that all staff providing services under this Agreement retain active licensure. In the event license status cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

V. Delete Section 3.B, Reports/Fiscal, from Exhibit A, Statement of Work.

FIRST AMENDMENT

VI. Delete Section 3.F, from Exhibit A, Statement of Work, and replace with the following:

F. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services or applicable agency, on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

VII. Delete Section 4, Performance, from Exhibit A, Statement of Work, and replace with the following:

3. **PERFORMANCE.** Contractor shall adhere to all County requirements, all relevant provisions of the California Code of Regulations Title 9, Chapter 14 and all relevant provisions of applicable law that are now in force or which may hereafter be in force.

VIII. Delete Section 8.B, Staffing Requirements, from Exhibit A-1, Statement of Work – Supported Housing South, and replace with the following:

B. Contractor shall hire the Supported Housing Team consisting of a minimum of 11.0 FTE staff, described below, to work collaboratively with County Psychiatrist(s) to deliver necessary services.

1. One (1.0) FTE Team Leader who is the clinical and administrative supervisor of the Program. The Supported Housing Team Leader shall have at least a master's degree in nursing, social work, psychiatric rehabilitation, psychology or mental health counseling. The Supported Housing 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.
2. Two (2.0) FTE Registered Nurses, who work side-by-side with the Supported Housing Team Leader and Clinic-based County Psychiatrists to ensure systematic coordination of medical treatment and the development, implementation and fine-tuning of the medication policies and procedures. Up to 1.0 FTE nursing staff may be substituted with a Psychiatric Technician or Licensed Vocational Nurse.
3. One (1.0) FTE Master's level lead clinician who has at least two years of direct experience treating adults with severe mental illness. This lead clinician shall provide clinical leadership during treatment planning meetings, conduct psychosocial assessments, assist with the provision of side-by-side supervision to staff, provide supportive counseling to individuals and families and work interchangeably with the Registered Nurses. The lead clinician will provide support and back-up to the Team Leader in his/her absence.
4. Five (5.0) FTE Rehabilitation Specialists with each staff having direct experience working with adults with mental illness or related training or life experiences. These staff persons shall have, minimally, a bachelor's degree, as detailed below, and

FIRST AMENDMENT

preferably at least two years of experience. 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.

- a. At least three (3.0) FTE Rehabilitation Specialists shall have primary responsibility for assuring that supported employment services are integrated into the Program's service delivery, as informed by the Supported Employment evidence-based practice. This practice is endorsed by the Substance Abuse and Mental Health Services Administration (SAMHSA). These staff persons shall have, minimally:
 - i. A bachelor's degree in rehabilitation counseling or career development and, preferably, at least two years of experience providing individualized job development and supported employment on behalf of persons with physical or mental disabilities or a related field; or
 - ii. A bachelor's degree in a related field (such as psychology, education, or human services), and a minimum of two years of experience providing individualized job development and supported employment on behalf of persons with physical or mental disabilities or a related field.
 - b. At least one (1.0) FTE Rehabilitation Specialist shall have responsibility for strengthening the Program's capacity to respond to the needs of clients with addictions disorders. This staff person shall help to support the Program's implementation of Integrated Treatment of Co-Occurring Disorders, an evidenced-based practice supported by SAMHSA. This FTE shall be required to have a bachelor's degree and at least two years of supervised experience in providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.
 - c. One (1.0) FTE Rehabilitation Specialist comprised of one full-time or several part-time staff shall provide on-site rehabilitation and support services to Program clients living at Casa Del Mural, a County-owned housing facility located on North San Antonio Road, Santa Barbara, CA. The need for this on-site rehabilitation and support capacity shall be continuously assessed by the Supported Housing Team Leader and County Psychiatrist and will be adjusted accordingly. This Personal Service Coordinator shall be employed as a staff member of the Program, and when not working on-site at Casa Del Mural, shall offer outreach and community support services to Casa Del Mural residents or other clients of the Program.
5. One (1.0) FTE Peer Specialist comprised of one full-time or several part-time staff who are or have been recipients of mental health services for severe mental illness. Peer Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services. Peer Specialists participate in all program planning processes and provide direct services in the community that promote client self-determination and decision-making.

FIRST AMENDMENT

6. One (1.0) FTE Administrative Assistant 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.

IX. Delete Exhibit A-2, Statement of Work – El Carrillo, and replace with the following:

Exhibit A-2

Statement of Work – Residential Support Services

1. **PROGRAM SUMMARY. Residential Support Services.** Contractor agrees to provide the following services to residents of the El Carrillo, Artisan Court and Bradley Studios housing projects, operated by the Housing Authority of the City of Santa Barbara (hereafter “the Program”). The success of the Program depends on each client complying with their treatment plans in order to maintain residency. Services shall be provided at the following locations in Santa Barbara:
 - A. El Carrillo – 315 W. Carrillo Street;
 - B. Artisan Court – 420 E. Cota Street;
 - C. Bradley Studios – 512 Bath Street.
2. **PROGRAM GOALS.**
 - A. Service delivery shall be seamless and integrated to avoid gaps in service and will integrate services with other local service providers (i.e. local shelters, ADMHS clinics, restorative policing, other community based organizations);
 - B. Services shall be recovery-focused and shall seek to empower residents to maintain housing, employment and educational opportunities.
3. **SERVICES.** Contractor shall provide the following services to Program residents:
 - A. Contractor shall provide the following services, as defined in Title 9, California Code of Regulations (CCR), to County clients which may include the following:
 1. **Case Management.** Services that assist a beneficiary 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 beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development, as defined in Title 9 CCR Section 1810.249.
 2. **Rehabilitation.** Rehabilitation is a service activity which includes, but is not limited to, assistance in improving, maintaining or restoring a client's or group of clients' functional skills, daily living skills, social and leisure skills, grooming and personal

FIRST AMENDMENT

hygiene skills, meal preparation skills, and support resources; and/or medication education, as defined in Title 9 CCR Section 1810.243.

3. **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's treatment 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 relatives of the client. 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.
 4. **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 1810.338 and 1840.348 (CCR).
- B. In addition to the services described above, Contractor may provide the services described below to Program residents.
1. **Activities of Daily Living.** Contractor shall provide Activities of Daily Living (ADL) support, including:
 - a. Assisting residents in developing and maintaining knowledge of medications, skills in self administration of medication and compliance with medication treatment;
 - b. Accessing and using laundry facilities (both in-home and coin-operated facilities);
 - c. Maintaining clean and well kept living quarters;
 - d. Practicing good personal hygiene, including physical health, such as hygiene, prevention and management of medical condition(s);
 - e. Scheduling and keeping appointments;
 - f. Learning and practicing psychosocial skills, such as effective interpersonal communication and conflict resolution.
 2. **Community Services.** Instructing clients on how to access necessary services for routine, urgent, or emergency needs. Contractor shall assist clients in learning

FIRST AMENDMENT

how to access community services for on-going supports (i.e. alcohol and drug programs, outpatient mental health treatment services, routine medical services, etc.), Crisis and Recovery Emergency Services (CARES) for psychological emergencies, and hospital emergency rooms for medical emergencies;

3. **Transportation and Recreation.** Assist clients in developing skills to use natural supports for transportation and community recreational resources (i.e. YMCA, Adult Education, etc.) which afford clients opportunities to practice the skills they are developing and/or learning;
4. **Employment and Educational Supports.** 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. Services may include:
 - a. Job resource networking;
 - b. Building Interviewing skills;
 - c. Resume and job application preparation.
5. **Support Services.** Contractor shall assist residents to access needed community resources, including:
 - a. Medical and dental services (i.e. having and effectively using a personal physician and dentist);
 - b. Financial entitlements;
 - c. Social services;
 - d. Legal advocacy and representation.
6. **Vocational Skills.** Contractor shall assist residents improve and enhance their vocational skills including:
 - a. Accessing and using public transportation;
 - b. Accessing and using public libraries;
 - c. Accessing and using educational and vocational resources (i.e. community colleges, Vocational Rehabilitation, etc.)
7. **Budgeting.** Contractor shall assist residents with developing individual budgets based on income and expenses and assist residents with managing finances, including bill-paying and living on fixed incomes.

FIRST AMENDMENT

8. **Cooking and Meal Planning.** Contractor shall assist residents develop skills related to cooking and meal planning, including:
 - a. Learning and developing healthy eating habits;
 - b. Learning to maintain a safe and sanitary kitchen;
 - c. Shopping for and preparing meals with the presence of Contractor staff.
 - C. Contractor shall assist clients in obtaining benefits for which they are eligible (i.e., SSI and Medi-Cal) and assistance in linkage to Social Services, treatment options for chemical dependency (if needed), and other community resources.
4. **CLIENTS/PROGRAM CAPACITY.**
- A. Contractor shall provide the services described in Section 3 to Program residents. Contractor shall receive reimbursement from County only for specialty mental health services described in Section 3.A delivered to Medi-Cal beneficiaries that meet medical necessity who have a case file (episode) open to County.
 - B. It is anticipated that Contractor will provide the services described in Section 3 to an average caseload of 27 ADMHS clients at El Carrillo, 6 ADMHS clients at Artisan Court and 6 ADMHS clients at Bradley Studios (upon completion of the Bradley Studios project, estimated to be December 2012).
5. **STAFF.** Contractor shall provide the following staffing:
- A. 2.3 FTE Case Managers to provide on-site mental health services to County clients who shall, at minimum, meet the criteria for Qualified Mental Health Worker (QMHW). A QMHW is a person who holds a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application.
 1. Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment;
 2. Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience;
 3. No experience is required for staff with a Master's or Doctoral degree
 - B. One (1.0) FTE Lead Case Manager, who shall, at minimum, be a QMHW as described above.

FIRST AMENDMENT

6. REFERRAL PROCESS.

- A. **Referral.** Potential residents shall be referred to the Housing Authority of the City of Santa Barbara (HACSB). Potential residents shall be screened by HACSB and Contractor to determine whether eligibility requirements for residency are met.
- B. **Screening/Admission.** Contractor shall screen and interview candidates in coordination with partner agencies and treatment team, and:
 - 1. Review program criteria with candidates to ensure that they meet eligibility requirements with regard to homelessness, income and disability (Final determination of eligibility rests with Program management);
 - 2. Assess candidate's motivation, ability to utilize services offered, and achieve expressed goals;
- C. **Resident Registration.** Contractor shall assist clients to secure and maintain residency by setting appointments with Program management for lease paperwork and rent payments.
- D. **Referral Packet.** Contractor shall maintain a packet within its files (hard copy or electronic), for each County client treated, which shall contain the following items:
 - 1. A client face sheet;
 - 2. A copy of the most recent comprehensive assessment and/or assessment update;
 - 3. A copy of the most recent medication record and health questionnaire;
 - 4. A copy of the currently valid Coordination and Service Plan (CSP) indicating the goals for client enrollment in the Program and which names Contractor as service provider;
 - 5. Client's Medi-Cal Eligibility Database Sheet (MEDS) file printout will be provided to Contractor in the initial Referral Packet. Thereafter, it will be Contractor's responsibility to verify continued Medi-Cal eligibility;
 - 6. Other documents as reasonably requested by County.

7. INTERDISCIPLINARY TEAM PARTICIPATION.

Contractor services will be provided in a professional and ethical manner. Interdisciplinary team participation will occur in a collaborative way designed to maximize benefit to clients and the Program. Team members shall:

- A. Participate in interdisciplinary team reviews to ensure continuity and high quality comprehensive care across disciplines, and
 - 1. Review and modify treatment plans to meet client needs;
 - 2. Assess client progress and utilization of supportive resources;

FIRST AMENDMENT

3. Coordinate with other service providers for effective on-site and off-site group meetings by:

a. Providing topical and supportive group meetings;

b. Facilitating weekly resident meetings.

B. Communicate with Outside Agencies regarding the following:

1. Monitor behavioral risk factors (individual tenant high-risk behaviors, symptoms of psychiatric or substance use relapse, illegal activities, etc.) and notify partner agencies or other professionals as needed to respond effectively to risk factors (ADMHS, MHAT, Police, Paramedics, etc.);

2. Respond to crisis situations (i.e., suicidal ideation, dangerous behavior, and medical emergencies) arising at the Program and notify the appropriate agencies as needed;

3. Respond to law enforcement agencies (restorative police, police, probation, parole) in a responsible and professional manner.

8. DOCUMENTATION REQUIREMENTS.

A. **ADMHS Treatment Plan.** The ADMHS Treatment Team shall complete a Treatment Plan in collaboration with Contractor for each client receiving Program services within thirty (30) days of enrollment into the Program. The ADMHS Treatment Plan shall provide overall direction for the collaborative work of the client, the Program and the ADMHS Treatment Team, as applicable. The ADMHS Treatment Plan shall include:

1. Client's recovery goals or recovery vision, which guides the service delivery process;

2. Objectives describing the skills and behaviors that the client will be able to learn as a result of the Program's behavioral interventions;

3. Interventions planned to help the client reach their goals.

B. Contractor shall complete progress notes that describe the interventions conducted by Contractor for residents with a case file (episode) open to County described in Exhibit A, Section 6, Billing Documentation and Attachment A, Section 3, Progress Notes and Billing Records;

C. Contractor shall document significant incidents and submit appropriate written recommendations affecting client's resident status at the Program to HACSB staff. Contractor shall notify County if these incidents affect client's ability to continue residency at the Program.

FIRST AMENDMENT

9. **DISCHARGE PLAN.** The ADMHS Treatment Team shall work closely with each client and with Contractor staff to establish a written discharge plan that is responsive to the client's needs and personal goals.

- A. Contractor and County shall collaborate in the development of client discharge plans and transition. Contractor shall provide assistance to clients in completion of their plan;
- B. Clients and their families shall be involved as much as possible in the discharge and graduation process;
- C. Contractor shall notify County within five (5) days of any pending discharge;
- D. County shall receive a copy of the final discharge plan;
- E. Contractor shall notify County of final discharge date within one (1) business day;
- F. Contractor shall provide linkage for appropriate housing and continued support and treatment at discharge, when possible;
- G. Contractor shall take disciplinary action as needed, including recommendations for eviction, to ensure insure the well being of all residents.

X. **Delete all references to "Department of Mental Health" and replace with "Department of Health Care Services" in Attachment A, Santa Barbara County Mental Health Plan Quality Management Standards.**

XI. **Delete Exhibit B, Financial Provisions, and replace with the following:**

EXHIBIT B

FINANCIAL PROVISIONS

(With attached Schedule of Rates [Exhibit B-1])

This Agreement provides for reimbursement for adult mental health services up to a Maximum Contract Amount. For Title XIX Short-Doyle/Medi-Cal (SD/MC) and all other services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§5704-5724, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described herein, for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory performance of the adult mental health services described in Exhibit A.

FIRST AMENDMENT

- B. Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A are covered by the Medi-Cal Program and will be reimbursed by County from Federal Financial Participation (FFP) and State and local funds as specified in Exhibit B-1.
- C. Non-Medi-Cal Services. County recognizes that some of the services provided by Contractor's Program, described in Exhibit A, may not be reimbursable by Medi-Cal, or may be provided to individuals who are not Medi-Cal eligible, and such services may be reimbursed by other County, State, and Federal funds only to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements established in OMB A-87 and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$1118478** Dollars. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. 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.

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 net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established by using the rates from the Contractor's most recently filed cost report or final Provisional Rate for the prior Fiscal Year, as set forth in Exhibit B-1. Quarterly, or at any time during the term of this agreement, Director 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.

IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710

FIRST AMENDMENT

and 5721, 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 EPSDT/Medi-Cal, Healthy Families, 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.

- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with SD/MC as payor of last resort. Contractor is to attempt to collect first from Medicare (if site is Medicare certified), then from insurance. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

V. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1 between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

- A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Claims for services, are to be entered into the County's Management Information System (MIS) within 10 calendar days of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations. In addition to claims submitted into MIS, Contractor shall submit a written invoice within 20 calendar days of the end of the month in which mental health services are delivered that: i) summarizes the information submitted into MIS, including the UOS provided 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 and signature of Contractor's authorized representative. Invoices shall be delivered electronically to the County designated representative or to:

admhsfinancecbo@co.santa-barbara.ca.us

Santa Barbara County Alcohol, Drug, and Mental Health Services
ATTN: Accounts Payable

FIRST AMENDMENT

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 by the County to the State on behalf of Contractor. Payment will be based on the UOS accepted into MIS and claimed to the State on a monthly basis.

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 20 calendar days of the end of the month in which mental health services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, 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 of this Exhibit B. Payment will be based on the lower of actual costs less applicable revenues or 1/12th of the Maximum Contract Amount on a cumulative year to date basis.

The Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth below.

- B. Monthly Financial Statements. Within 20 calendar days of the end of the month in which mental health services are delivered, Contractor shall submit monthly financial statements reflecting direct and indirect costs and other applicable revenues for Contractor's programs described in Exhibit A.
- C. Withholding of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County written standards.
- E. Claims Submission Restrictions.
 1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the date of service to avoid denial for late billing.

FIRST AMENDMENT

2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- F. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

VII. COST REPORT

- A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.
- B. Cost Report to be Used for Final Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. At its sole discretion, County may withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90th) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
 1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91st) day following either the end of the applicable Fiscal Year or the expiration or termination date of this

FIRST AMENDMENT

Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred fiftieth (150th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- E. Audited Financial Reports: Each year of the Agreement, the Contractor shall 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.
- F. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PRE-AUDIT COST REPORT SETTLEMENTS.

- A. Pre-audit Cost Report Settlements. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B 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 State and/or County will perform pre-audit cost report settlement(s). Such settlement 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. Settlement 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 Charge 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 last approved State Schedule of Maximum Allowances (SMA).
 4. The Maximum Contract Amount (MCA) of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct

FIRST AMENDMENT

payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

IX. AUDITS, AUDIT APPEALS AND POST-AUDIT SHORT-DOYLE/MEDI-CAL FINAL SETTLEMENT:

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the WIC Sections 14170 et. seq., authorized representatives from the County, State or federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided hereunder.
- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State SD/MC audit, the State and County will perform a post-audit SD/MC settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

FIRST AMENDMENT

XII. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: PathPoint FISCAL YEAR: 2012-13

	PROGRAM			TOTAL
	Supported Housing South (Paths to Recovery)	Residential Support Services		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	27,752	1,526		29,278
Outpatient Mental Health Services (15/10-59)	429,349	81,013		510,362
Medication Support (15/60-69)	54,405	N/A		54,405
Outpatient Crisis Intervention (15/70-79)	1,480	110		1,590
SERVICE TYPE: M/C, NON M/C	M/C, MHA	M/C		
UNIT REIMBURSEMENT	minute	minute		
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)		\$1.36		
Outpatient Mental Health Services (15/10-59)		\$1.76		
Medication Support (15/60-69)		\$3.24		
Outpatient Crisis Intervention (15/70-79)		\$2.61		

GROSS COST:	\$ 973,532	\$ 190,637		\$1,164,169
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
PATIENT FEES				\$0
PATIENT INSURANCE				\$0
CONTRIBUTIONS				\$0
FOUNDATIONS/TRUSTS				\$0
SPECIAL EVENTS		\$ 17,845		\$17,845
OTHER (LIST): HACSB (through 3/31/13)		\$ 27,846		\$27,846
TOTAL CONTRACTOR REVENUES	\$ -	\$ 45,691	\$ -	\$45,691
MAXIMUM CONTRACT AMOUNT:	\$ 973,532	\$ 144,946	\$ -	\$ 1,118,478

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*				
MEDI-CAL/FFP**	\$ 438,089	\$ 72,473	\$ -	\$ 510,562
OTHER FEDERAL FUNDS				\$ -
REALIGNMENT/EPSTD		\$ 72,473	\$ -	\$ 72,473
STATE GENERAL FUNDS				\$ -
COUNTY FUNDS				\$ -
MHSA - MEDI-CAL MATCH	\$ 438,089			\$ 438,089
MHSA - NON-MEDI-CAL***	\$ 97,353			\$ 97,353
TOTAL (SOURCES OF FUNDING)	\$ 973,532	\$ 144,946	\$ -	\$ 1,118,478

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

*Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources

**Medi-Cal services may be offset by Healthy Families or Medicare qualifying services (funding) if approved by ADMHS.

***MHSA funding may be offset by additional Medi-Cal funding

FIRST AMENDMENT

XIII.Delete Exhibit B-2, Contractor Budget, and replace with the following:

AGENCY NAME: PathPoint

COUNTY FISCAL YEAR: 2012-13

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Paths to Recovery	El Carrillo, Artisan Court, Bradley	Enter PROGRAM NAME (Fac/Prog)
1		Contributions		\$ -			
2		Foundations/Trusts		\$ -			
3		Special Events		\$ -			
4		Legacies/Bequests		\$ -			
5		Associated Organizations		\$ -			
6		Membership Dues		\$ -			
7		Sales of Materials		\$ -			
8		Investment Income		\$ -			
9		Miscellaneous Revenue		\$ -			
10		ADMHS Funding		\$ 1,118,478	\$ 973,532	\$ 144,946	
11		Other Government Funding		\$ -			
12		Housing Authority of City of Santa Barbara		\$ 27,846		\$ 27,846	
13		Volentine/Santa Barbara Foundations		\$ 17,845		\$ 17,845	
14		Other (specify)		\$ -			
15		Other (specify)		\$ -			
16		Other (specify)		\$ -			
17		Other (specify)		\$ -			
18		Total Other Revenue (Sum of lines 1 through 17)	\$ -	\$ 1,164,169	\$ 973,532	\$ 190,637	\$ -
I.B Client and Third Party Revenues:							
19		Medicare		-			
20		Client Fees		-			
21		Insurance		-			
22		SSI		-			
23		Other (specify)		-			
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	-	-	-	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	-	1,164,169	973,532	190,637	-

FIRST AMENDMENT

III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Paths to Recovery	El Carrillo, Artisan Court, Bradley	Enter PROGRAM NAME (Fac/Prog)
III.A. Salaries and Benefits Object Level						
26	Salaries (Complete Staffing Schedule)		\$ 690,730	\$ 558,387	\$ 132,343	
27	Employee Benefits		\$ 140,506	\$ 122,972	\$ 17,534	
28	Consultants		\$ -	\$ -		
29	Payroll Taxes		\$ 59,294	\$ 48,016	\$ 11,278	
30	Salaries and Benefits Subtotal	\$ -	\$ 890,530	\$ 729,375	\$ 161,155	\$ -
III.B Services and Supplies Object Level						
31	Professional Fees		\$ 500	\$ 500	\$ -	
32	Supplies		\$ 4,800	\$ 4,200	\$ 600	
33	Telephone		\$ 13,768	\$ 13,265	\$ 503	
34	Postage & Shipping		\$ 240	\$ 240	\$ -	
35	Occupancy (Facility Lease/Rent/Costs)		\$ 57,533	\$ 57,533	\$ -	
36	Rental/Maintenance Equipment		\$ 1,972	\$ 1,972	\$ -	
37	Printing/Publications		\$ 1,564	\$ 1,160	\$ 404	
38	Transportation		\$ 18,830	\$ 17,507	\$ 1,323	
39	Conferences, Meetings, Etc		\$ 926	\$ 600	\$ 326	
40	Insurance		\$ 4,717	\$ 4,301	\$ 416	
41	Vehicle/Equipment Depreciation		\$ 7,691	\$ 7,691	\$ -	
42	Vehicle Maintenance		\$ 6,125	\$ 6,125	\$ -	
43	Payroll Processing		\$ 2,324	\$ 1,581	\$ 743	
44	Personnel Recruitment (ongoing)		\$ 800	\$ 500	\$ 300	
45	Services and Supplies Subtotal	\$ -	\$ 121,790	\$ 117,175	\$ 4,615	\$ -
46	III.C. Client Expense Object Level Total		\$ -			
47	SUBTOTAL DIRECT COSTS	\$ -	\$ 1,012,320	\$ 846,550	\$ 165,770	\$ -
IV. INDIRECT COSTS						
48	Administrative Indirect Costs (limited to 15%)		\$ 151,848	\$ 126,982	\$ 24,866	
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ -	\$ 1,164,168	\$ 973,532	\$ 190,636	\$ -

FIRST AMENDMENT

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-2371668.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

FIRST AMENDMENT

CONTRACT SUMMARY PAGE

BC 12-027

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year 12-13
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Erin Jeffery
 D6. Telephone (805) 681-5168

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Residential & Rehabilitation
 K3. Contract Amount \$1118478
 K4. Contract Begin Date 7/1/2012
 K5. Original Contract End Date 6/30/2012
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2012	1118478		1118478	6/30/2013	Renew for FY 12-13
2						

B1. Is this a Board Contract? (*Yes/No*) True
 B2. Number of Workers Displaced (*if any*) N/A
 B3. Number of Competitive Bids (*if any*) N/A
 B4. Lowest Bid Amount (*if bid*) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number
 B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$1118478
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (*if applicable*)
 F6. Account Number 7460
 F7. Cost Center number (*if applicable*) 4741
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A= 873299
 V2. Payee/Contractor Name PathPoint
 V3. Mailing Address 315 W. Haley St. #102.
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93101
 V5. Telephone Number 8059663310
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 95-2371668
 V7. Contact Person Cindy Burton Executive Director
 V8. Workers Comp Insurance Expiration Date 10/1/2012
 V9. Liability Insurance Expiration Date[s] GL-7/1/2012, PL-7/1/2012
 V10. Professional License Number 1437229937
 V11. Verified by (name of county staff) Erin Jeffery
 V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____