

**AMENDMENT NO. 1 TO STANDARD AGREEMENT
COUNTY OF MONTEREY AND TIMOTHY FORBES, ATTORNEY-AT-LAW**

This Amendment No. 1 is made to the Standard Agreement for services as a Hearing Officer or as a Patients' Rights Advocate in Certification Review Hearings by and between **TIMOTHY FORBES, ATTORNEY-AT-LAW**, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

WHEREAS, the COUNTY entered into a Standard Agreement with Timothy Forbes, Attorney-At-Law in the amount of \$80,550 for the term of July 1, 2017 to June 30, 2019 for services as a Hearing Officer or as a Patients' Rights Advocate in Certification Review Hearings; and

WHEREAS, the COUNTY and CONTRACTOR hereby request to amend the AGREEMENT to increase the total maximum amount of the AGREEMENT, and revise the EXHIBIT A: SCOPE OF SERVICES / PAYMENT PROVISIONS, for a revised total contract amount of \$168,750 for the same term of July 1, 2017 to June 30, 2019 for services as a Hearing Officer or as a Patients' Rights Advocate in Certification Review Hearings.

NOW THEREFORE, the COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. Paragraph 2.01, under section 2.0 "PAYMENT PROVISIONS" shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$80,550." and replacing it with, "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$168,750."
2. EXHIBIT A-1: SCOPE OF SERVICES / PAYMENT PROVISIONS replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
4. This Amendment No. 1 is effective June 1, 2018.
5. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the AGREEMENT.
6. A copy of the AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on September 20, 2017.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By: *[Signature]*
Deputy County Counsel
Date: 5/14/18

Approved as to Fiscal Provisions²

By: *[Signature]*
Auditor-Controller's Office
Date: 5/14/18

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

TIMOTHY FORBES, ATTORNEY-AT-LAW

Contractor's Business Name *

By: *Timothy Forbes, Attorney-at-Law*
(Signature of Chair, President,
or Vice-President) *
Timothy Forbes, Attorney at Law
Name and Title

Date: May 7, 2018

By: _____
(Signature of Secretary, Asst. Secretary,
CFO, Treasurer or Asst. Treasurer) *

Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1, PART ONE: SCOPE OF SERVICES

I. IDENTIFICATION OF CONTRACTOR

Name: Timothy Forbes
Attorney-At-Law
Address: P.O. Box 51103
Pacific Grove, CA 93950
(831) 372-3529

II. RECITALS

- A. The Lanterman-Petris-Short Act mandates a hearing for all persons to be certified for involuntary mental health treatment. The County of Monterey shall use the services of CONTRACTOR as a qualified Certification Review Hearing Officer as defined by section 5256.1 of the Welfare and Institutions Code.
- B. CONTRACTOR is duly qualified and desires to serve, as Certification Review Hearing Officer and/or as Patients' Rights Advocate in accordance with the terms and conditions of this Agreement, the provisions of the Lanterman-Petris-Short Act, COUNTY and Health Department policies and procedures, and applicable laws.

III. QUALIFICATIONS

- A. CONTRACTOR covenants that he is a licensed attorney in good standing and meets the requirements of "certification review hearing officer" as defined by section 5256.1 of the Welfare and Institutions Code. CONTRACTOR shall promptly notify COUNTY in the event CONTRACTOR is subject to disciplinary action by the State Bar of any jurisdiction in which CONTRACTOR is admitted. Such discipline shall constitute good cause for termination of this Agreement.
- B. COUNTY covenants that its certification review panel comprised of the Director of Behavioral Health, the Public Defender, and the County Counsel has unanimously approved the selection of CONTRACTOR as certification review hearing officer pursuant to section 5256.1 of the Welfare and Institutions Code.

IV. PERFORMANCE STANDARDS

- A. Compliance with applicable law. At all times during the provision of professional services under this Agreement, CONTRACTOR shall comply with all applicable state and federal law in conducting Certification Review Hearings including, but not limited to, the Lanterman-Petris-Short Act as codified in the Welfare and Institutions Code, Department of Health Care Services opinions and guidelines, and due process requirements.
- B. Compliance with policies and procedures. At the conclusion of each hearing,

CONTRACTOR shall issue a written opinion using the form entitled "Certification Review Hearing" attached hereto as Exhibit B. In addition, CONTRACTOR shall comply with any procedures or policies as may be adopted by the County and the Health Department.

- C. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall fully comply with all federal, state, and local laws and regulations which prohibit discrimination. CONTRACTOR shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual orientation in performing services under this Agreement. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- D. Confidentiality. CONTRACTOR shall comply with all federal and state law concerning the confidentiality of patient information and medical records including, but not limited to, sections 5328 et seq. of the Welfare and Institutions Code. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR'S obligations under this Agreement.
- E. Conflict of interest. In addition to the provisions included in Section 15.01 of this Agreement, in the event a conflict of interest arises in the context of a specific hearing, CONTRACTOR shall promptly notify all parties to the hearing of the conflict and withdraw from the hearing.
- F. Obligations upon termination. In the event of termination, CONTRACTOR shall remain obligated with regard to the confidentiality and record-keeping requirements of this Agreement.

V. HEARINGS (July 1, 2017 through June 30, 2019)

- A. Natividad Medical Center (NMC) Mental Health Unit, and Community Hospital of the Monterey Peninsula (CHOMP) Garden Pavilion Behavioral Health Unit shall schedule Hearing Officers and Patients' Right Advocates at the following times:
 - B. Hearing Schedule: Natividad Medical Center
 - NMC Certification Review hearings are routinely scheduled on Monday and Thursday at 1:30 PM.
 - NMC Capacity Hearings are routinely scheduled by the Mental Health Unit Clerk on Monday and Thursday at 1:30 PM.
 - C. Hearing Schedule: Community Hospital of the Monterey Peninsula
 - CHOMP Certification Review hearings are routinely scheduled on Tuesday and Friday mornings at 10:30 AM.

- CHOMP Capacity Hearings are scheduled by the Social Worker and usually take place at 10:30 AM on Tuesday mornings.
- D. In the event that the primary Hearing Officer is unavailable for hearings, he shall contact CONTRACTOR in his capacity as substitute Hearing Officer to arrange for substitute Hearing Officer services. (Excludes period of October 1, 2017 to June 30, 2019 outlined below when CONTRACTOR is acting as the primary Patients' Rights Advocate.)
- E. During the period July 1, 2017 through September 30, 2017, in the event the primary Patients' Rights Advocate is unavailable (on a scheduled or unscheduled basis), he will contact CONTRACTOR to arrange for substitute Patients' Rights Advocate services.

VI. PATIENTS' RIGHTS ADVOCATE SERVICES (October 1, 2017 to June 30, 2019)

CONTRACTOR agrees to provide the following services:

- A. Serve as the primary Patients' Rights Advocate (PRA) at the Certification Review and Capacity Hearings as noted in Section V. HEARINGS. In the event CONTRACTOR is unavailable to serve as the PRA, a designate (as authorized by Behavioral Health), will be notified by CONTRACTOR to serve as a substitute PRA.
- B. Upon request, accept/place telephone calls with patients/clients of the Behavioral Health Bureau; respond to their questions regarding the hearing process and other issues within the scope of the Patients' Rights Advocate duties;
- C. Visit Behavioral Health Board and Care facilities located in Monterey County to:
 1. Assure Patients' Rights Information is posted;
 2. Meet with patients and facility administrators as indicated
- D. Attend Quarterly Electroconvulsive Therapy (ECT) meeting at CHOMP;
- E. Prepare and submit quarterly reports to the Behavioral Health Director/designee for submission to the State Department of Health Care Services;
- F. Attend the Patient Rights Advocates Conference in Sacramento and report out on relevant updates;
- G. Meet with Behavioral Health Director as needed.
- H. In addition to hearing fees, CONTRACTOR will receive a \$750 flat rate monthly fee for each month that primary Patients' Rights Advocate services are provided. See Exhibit A-1, Part Two, Section III. PAYMENT RATES.

VII. PERIOD OF PERFORMANCE

Subject to other Agreement provisions, the period of performance under this Agreement will be from July 1, 2017 through June 30, 2019.

EXHIBIT A-1, PART TWO: PAYMENT PROVISIONS

I. PAYMENT TYPE

Cost Reimbursement up to the maximum Agreement amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit A-1 is contingent upon COUNTY authorized service, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

III. PAYMENT RATES

County shall pay for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services according to the following Payment Schedule:

Fiscal Year / Term	Estimated Number of Hearings	Cost per Hearing	PRA Flat Rate Months	PRA Flat Rate Monthly Fee*	Total Amount
July 1, 2017 – June 30, 2019	1275	\$120	21	\$750	\$168,750
TOTAL MAXIMUM COUNTY OBLIGATION:					\$168,750

* Travel expenses are incorporated in the all-inclusive PRA monthly flat rate in effect for the period of October 1, 2017 through June 30, 2019, and will not be reimbursed separately.

IV. PAYMENT CONDITIONS

A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as may be required by the County of Monterey, Department of Health, Behavioral Health Bureau, along with backup documentation, on a monthly basis, no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment rate. The amount requested for payment for services provided under this agreement shall be in accordance with the approved budget and shall not exceed the payment rates set forth in Section III, above.

CONTRACTOR shall submit via email or mail a monthly claim along with supporting documentations, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@co.monterey.ca.us

B. CONTRACTOR shall not make claims for reimbursements other than as permitted, and only in the amounts specified, in Section III, above. CONTRACTOR shall submit all previously un-submitted claims for payment for services rendered under this Agreement within thirty (30) calendar days following the termination or end date of this Agreement. All such claims

not submitted within thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claims for payment for services submitted following the termination or end date of this Agreement, and which are for services rendered more than thirty (30) days before the termination or end date of this Agreement, may be disallowed, except to the extent that such delay was through no fault of CONTRACTOR.

- C. If CONTRACTOR fails to properly submit claim(s) for services provided under this Agreement in a manner consistent with the requirements of Section(s) IV(B)-(C), above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

V. MAXIMUM OBLIGATION OF COUNTY

- A. Subject to the limitations set forth herein, COUNTY shall pay to the CONTRACTOR during the term of this Agreement a maximum amount of **\$168,750** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR / TERM	AMOUNT
July 1, 2017 – June 30, 2019	\$168,750
TOTAL MAXIMUM COUNTY OBLIGATION:	\$168,750

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in anyway affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in anyway affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY contracts, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current and/or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced and/or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term “Director” in all cases shall mean “Director or his/her designee.”

IX. CONTRACT MONITORS:

July 1, 2017 through September 30, 2017:

David Vandenberg, J.D.

Patients’ Rights Advocate

Monterey County Health Department

Behavioral Health Bureau

1270 Natividad Rd.

Salinas, CA 93906

(831) 755-4518

Vandenbergd@co.monterey.ca.us

October 1, 2017 through June 30, 2019:

Jill Walker, Ph.D.

Training Manager

Monterey County Health Department

Behavioral Health Bureau

1270 Natividad Rd.

Salinas, CA 93906

(831) 796-1271

WalkerJ@co.monterey.ca.us

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