

First Amendment 2014-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number BC 15-026, by and between the **County of Santa Barbara** (County) and **Milhou Children Services DBA Mountain Valley Child and Family Services Inc.** (Contractor), for the continued provision of services specified herein.

Whereas, Contractor represents that it is specially trained, skilled, experienced and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, County anticipates that Contractor will provide, at the request of the County, a greater number of services than anticipated in the original agreement, this Amendment clarifies billing processes and provides an increase for FY 2016-2017 in the amount of \$65,000, for a new total maximum multiyear contract amount not to exceed **\$395,000**;

Whereas, the First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014, except as modified by this First Amended Contract.

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

- I. **In Exhibit B, 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 **\$395,000** during the term of the Agreement, inclusive of \$110,000 for FY 14-15, \$110,000 for FY 15-16, and \$175,000 for FY 16-17, and 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.

- II. **Delete Exhibit B1 Schedule of Rates and Contract Maximum and replace with the following:**

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

CONTRACTOR NAME:

Milhous Children Services DBA Mountain Valley Child and Family Services, Inc.

**FISCAL 2014-2015 -
YEAR: 2016-2017**

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Day Services	10	Day Treatment Full Day	Day	85	\$202.43
	Outpatient Services	15	*MHS- Therapy (Family, Individual, Group)	Minutes	11	\$2.61
			MHS - TBS (4)	Minutes	58	\$2.61
			Medication Support and Training	Minutes	62	\$4.82
			Crisis Intervention	Minutes	70	\$3.88

	PROGRAM					TOTAL
	Residential Placement					
GROSS COST:	\$ 110,000					\$110,000
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
MAXIMUM FY 14-15 ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000
MAXIMUM FY 15-16 ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 110,000	\$ -	\$ -	\$ -	\$ -	\$ 110,000
MAXIMUM FY 16-17 ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 175,000	\$ -	\$ -	\$ -	\$ -	\$ 175,000

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 110,000					\$ 110,000
NON-MEDI-CAL						\$ -
SUBSIDY						\$ -
OTHER (LIST):						\$ -
MAXIMUM FY 14-15 CONTRACT AMOUNT PAYABLE:	\$ 110,000					\$ 110,000
MAXIMUM FY 15-16 CONTRACT AMOUNT PAYABLE:	\$ 110,000					\$ 110,000
MAXIMUM FY 16-17 CONTRACT AMOUNT PAYABLE:	\$ 175,000					\$ 175,000
MAXIMUM TOTAL FY 14-17 CONTRACT AMOUNT PAYABLE:	\$ 395,000					\$ 395,000

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

- (1) Additional services may be provided if authorized by Director or designee in writing.
 - (2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
 - (3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.
 - (4) TBS services under service code 58 are applied February 13, 2015 the effective date of Medi-Cal Certification.
- * 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.

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

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SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Milhous Children Services DBA Mountain Valley Child and Family Services Inc.**

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

COUNTY OF SANTA BARBARA
By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
**MILHOUS CHILDREN SERVICES DBA
MOUNTAIN VALLEY CHILD AND FAMILY
SERVICES INC.**

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By _____

Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____

Risk Management

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Deputy Clerk

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____

Deputy County Counsel

APPROVED AS TO FORM :
DEPARTMENT OF BEHAVIORAL WELLNESS
ALICE GLEGHORN, PH.D. DIRECTOR

By _____

Director