

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, BC 17-038, is made by and between the **County of Santa Barbara** (County) and **Community Action Commission (CAC)** (Contractor), for the continued provision of services specified herein.

Whereas, Contractor(s) 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, due to changes to improve the service documentation process from County Quality Care Management, County and Contractor have determined the need to eliminate the Contract Maximum Allowable (CMA) rate for FY 16-17;

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in June 2016, except as modified in this First Amended Contract.

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

- I. **In Exhibit B, Financial Provisions, delete Section VIII.A, and replace with the following:**
 - A. Pre-audit Cost Report Settlements. Based on the original and final/reconciled Annual Cost Report(s) submitted pursuant to this Exhibit B MH 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 County will perform pre-audit cost report settlement(s). Such settlements 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. In no event shall the settlement exceed the maximum amount of this agreement. Settlement for services 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 Fee 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 COUNTY Maximum Allowable rate.

For FY 2016-17 only and for no other Fiscal Year or portion thereof that this Agreement is in effect, settlement for services shall be adjusted to the lower of Contractor's published charge(s) to the general public (subsection VIII.A.1) or actual costs (subsection VIII.A.2) and shall exclude the County Maximum Allowable rate (subsection VIII.A.3).

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- II. In Exhibit B-1 MH, Schedule of Rates and Contract Maximum, add a footnote clarification to the County Maximum Allowable Rate column heading:

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

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

CONTRACTOR NAME: Community Action Commission

FISCAL YEAR: 2016-2017

Contracted Services (1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
			Intensive Care Coordination	Minutes	07	\$2.02
			Collateral	Minutes	10	\$2.61
			*MHS- Assessment	Minutes	30	\$2.61
			*MHS - Plan Development	Minutes	31	\$2.61
			*MHS- Therapy (Family, Individual, Group)	Minutes	11, 40, 50	\$2.61
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$2.61
			MHS - IHBS	Minutes	57	\$2.61
			Crisis Intervention	Minutes	70	\$3.88

	PROGRAM					TOTAL
	Rehab Specialists	Head Start (Family Wellness)				
GROSS COST:	\$ 700,000	\$ 593,907				\$1,293,907
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): Other Government		\$ 115,362				\$ 115,362
TOTAL CONTRACTOR REVENUES	\$ -	\$ 115,362				\$ 115,362
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 700,000	\$ 478,545	\$ -	\$ -	\$ -	\$ 1,178,545

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 665,000	\$ 454,618				\$ 1,119,618
NON-MEDI-CAL						\$ -
SUBSIDY	\$ 35,000	\$ 23,927				\$ 58,927
OTHER (LIST):						\$ -
MAXIMUM 16-17 CONTRACT AMOUNT PAYABLE:	\$ 700,000	\$ 478,545				\$ 1,178,545
MAXIMUM 17-18 CONTRACT AMOUNT PAYABLE:	\$ 700,000	\$ 478,545				\$ 1,178,545
MAXIMUM 18-19 CONTRACT AMOUNT PAYABLE:	\$ 700,000	\$ 478,545				\$ 1,178,545
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 2,100,000	\$ 1,435,635				\$ 3,535,635

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

Quenia Lopez

(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) Does not apply to FY 16-17.

* MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.

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SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Community Action Commission

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TOTAL CONTRACT AMOUNT PAYABLE:	\$ 2,100,000	\$ 1,435,635			\$ 3,535,635

CONTRACTOR SIGNATURE:

Gene Forner

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

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

FIRST AMENDMENT

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara and Community Action Commission (CAC)**.

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

COUNTY OF SANTA BARBARA:
ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By:  _____

Date: 6/20/17

CONTRACTOR:
COMMUNITY ACTION COMMISSION (CAC)

By: _____
Authorized Representative

Name: _____


Title: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:  _____
Deputy County Counsel

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

By:  _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By:  _____
Risk Management

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ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL WELLNESS

By: _____

Date: _____

CONTRACTOR:
COMMUNITY ACTION COMMISSION (CAC)

By: 
Authorized Representative

Name: Fran Forman

Title: Executive Director

Date: June 22, 2017

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management