

[FY 16-17 CMA TEMPLATE]

[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 #]**, is made by and between the **County of Santa Barbara** (County) and **{Contractor Name}** (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 [Month/Year approved], 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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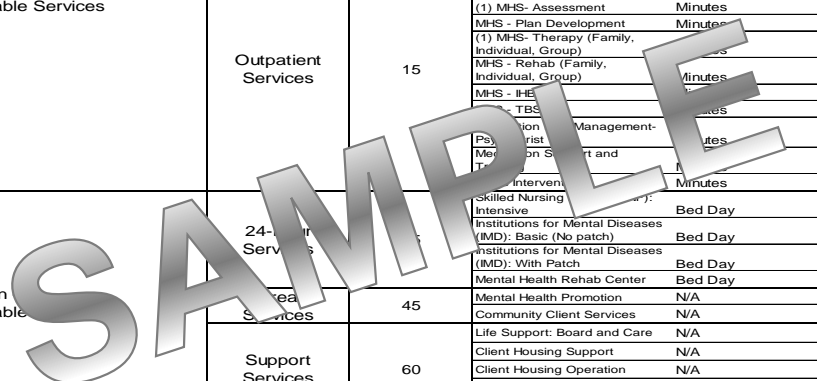
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EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: _____

FISCAL
YEAR: _____

| Contracted Services | Service Type | Mode | Service Description | Unit of Service | Service Function Code | County Maximum Allowable Rate (4) |
|--|---------------------|------------------------------|--|------------------|-----------------------|-----------------------------------|
| Medi-Cal Billable Services | 24-Hour Services | 05 | Adult Crisis Residential | Bed Day | 40 | \$345.38 |
| | | | Adult Residential | Bed Day | 65 | \$168.46 |
| | Day Services | 10 | Crisis Stabilization Urgent Care | Hour | 25 | \$94.54 |
| | | | Day Treatment Half Day | Hour | 81 | \$144.13 |
| | | | Day Treatment Full Day | Day | 85 | \$202.43 |
| | | | Day Rehab Half Day | Hour | 91 | \$84.08 |
| | | | Day Rehab Full Day | Day | 95 | \$131.24 |
| | Outpatient Services | 15 | Targeted Case Management | Minutes | 01 | \$2.02 |
| | | | Intensive Care Coordination | Minutes | 07 | \$2.02 |
| | | | Collateral | Minutes | 10 | \$2.61 |
| | | | (1) MHS- Assessment | Minutes | 30 | \$2.61 |
| | | | MHS - Plan Development | Minutes | 31 | \$2.61 |
| | | | (1) MHS- Therapy (Family, Individual, Group) | Minutes | 11, 40, 50 | \$2.61 |
| | | | MHS - Rehab (Family, Individual, Group) | Minutes | 12, 41, 51 | \$2.61 |
| | | | MHS - IHS | Minutes | 57 | \$2.61 |
| | | | MHS - TBS | Minutes | 58 | \$2.61 |
| | | | Position Management | Minutes | 60 | \$4.82 |
| | | | Medication Start and | Minutes | 61, 62 | \$4.82 |
| | | | Therapy Intervention | Minutes | 70 | \$3.88 |
| | | | Non Medi-Cal Billable | 24-Hour Services | 45 | Skilled Nursing Intensive |
| Institutions for Mental Diseases (IMD): Basic (No patch) | Bed Day | 35 | | | | N/A |
| Institutions for Mental Diseases (IMD): With Patch | Bed Day | 36 | | | | N/A |
| Special Services | 45 | Mental Health Rehab Center | | Bed Day | 90 | N/A |
| | | Mental Health Promotion | | N/A | 10 | Actual Cost |
| Support Services | 60 | Community Client Services | | N/A | 20 | Actual Cost |
| | | Life Support: Board and Care | | N/A | 40 | Actual Cost |
| | | Client Housing Support | | N/A | 70 | Actual Cost |
| | | Client Housing Operation | | N/A | 71 | Actual Cost |
| | | Client Flexible Support | | N/A | 72 | Actual Cost |
| Other Non Medi-Cal Client | N/A | 78 | Actual Cost | | | |



| | PROGRAM | | | | | TOTAL |
|--|-----------|-----------|------|------|------|-------|
| | Program 1 | Program 2 | | | | |
| GROSS COST: | | | | | | |
| LESS REVENUES COLLECTED BY CONTRACTOR: | | | | | | |
| PATIENT FEES | | | | | | \$ - |
| CONTRIBUTIONS | | | | | | \$ - |
| OTHER (LIST): | | | | | | \$ - |
| TOTAL CONTRACTOR REVENUES | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| MAXIMUM CONTRACT AMOUNT PAYABLE: | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2) | | | | | | |
|--|------|------|------|------|------|------|
| MEDI-CAL (3) | | | | | | \$ - |
| NON-MEDI-CAL | | | | | | \$ - |
| SUBSIDY | | | | | | \$ - |
| OTHER (LIST): | | | | | | \$ - |
| TOTAL (SOURCES OF FUNDING) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) 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

(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.

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

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[FIRST] AMENDMENT

[First] Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and [CONTRACTOR].

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: _____

CONTRACTOR:
{ENTER NAME OF CONTRACTOR}

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