

SECOND AMENDMENT 2015-2016

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment (hereafter Second Amended Contract) to the Agreement for Services of Independent Contractor, **BC 16-083**, is made by and between the **County of Santa Barbara** (County) and **Phoenix of Santa Barbara, dba Crescend Health** (Contractor), for the continued services specified herein.

Whereas, Contractor represents that 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 and Contractor have agreed on a revised budget allocation reflected in the Exhibit B-1 for this Agreement; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in June 2015, and the First Amended Contract approved by the County Board of Supervisors in April 2016, except as modified in this Second Amended Contract.

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

- I. **Delete Exhibit B-1-MH, Financial Provisions, Schedule of Rates and Contract Maximum and replace with the following:**

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

CONTRACTOR NAME:

Phoenix dba Crescend

FISCAL YEAR: 2015-2016

Contracted Services	Service Type	Mode	Service Description*	Unit of Service	Service Function Code*	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
			Collateral	Minutes	10	\$2.61
			MHS - Plan Development	Minutes	31	\$2.61
			(1) MHS- Therapy (Individual)	Minutes	40	\$2.61
			MHS - Rehab (Individual, Group)	Minutes	41, 51	\$2.61
			Crisis Intervention	Minutes	70	\$3.88
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	Day	40	\$33.47

*Additional services may be provided as authorized by ADMHS in writing.

	PROGRAM					TOTAL
	Phoenix House	Mountain House				
GROSS COST:	\$ 643,925	\$ 717,576				\$1,361,501
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES	\$ 248,492	\$ 145,174				\$ 393,666
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ 248,492	\$ 145,174	\$ -	\$ -	\$ -	\$ 393,666
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 395,433	\$ 572,402	\$ -	\$ -	\$ -	\$ 967,835

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL CORE MENTAL HEALTH (3)	\$ 310,732	\$ 543,782				\$ 854,514
MEDI-CAL MHSA (3)						\$ -
NON-MEDI-CAL MHSA						\$ -
NON-MEDI-CAL COUNTY/LOCAL						\$ -
MHSA SUBSIDY (3) FOR INDIGENT SERVICES						\$ -
MHSA SUBSIDY (3) FOR BOARD & CARE	\$ 12,444					\$ 12,444
COUNTY SUBSIDY (3)	\$ 72,257	\$ 28,620				\$ 100,877
OTHER FEDERAL FUNDS						\$ -
COUNTY FUNDS						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 395,433	\$ 572,402	\$ -	\$ -	\$ -	\$ 967,835

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 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 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) MHSA funding may be offset by additional Medi-Cal funding.

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

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SIGNATURE PAGE

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Phoenix of Santa Barbara, dba Crescend Health.

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

COUNTY OF SANTA BARBARA

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: _____

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

CONTRACTOR:
PHOENIX OF SANTA BARBARA, DBA
CRESCEND HEALTH

By: _____
Deputy

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By _____
Deputy County Counsel

By _____
Deputy

RECOMMENDED FOR APPROVAL:
ALICE A. GLEGHORN, PHD
DIRECTOR, DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

By: _____
Manager