

FOURTH AMENDMENT 2013-2014

FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Fourth Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 14-019**, by and between the **County of Santa Barbara** (County) and **Child Abuse Listening & Mediation, Inc.** (Contractor), for the continued provision of Children's Mental Health Services (previously referenced as number BC 12-026).

Whereas, this Fourth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2011, the First Amendment approved by the County Board of Supervisors in June 2012, the Second Amendment approved by the County Board of Supervisors in June 2013, the Third Amended Contract approved by the County Board of Supervisors in February 2014, except as modified by this Fourth Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$327622 to the prior Agreement maximum of \$2444488 so as to compensate Contractor for services rendered under this Agreement through June 30, 2014.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section 1 of Exhibit A-6, Statement of Work – Medi-Cal Early Childhood Specialty Mental Health, and replace with the following:

- 1. PROGRAM SUMMARY.** The Early Childhood Specialty Mental Health Services program (hereafter "the Program") provides mental health services to Medi-Cal beneficiaries aged birth through five years of age (hereafter "clients") who are experiencing emotional, social and behavioral difficulties, and their families. These services provide family focused early intervention to low-income families who may not otherwise have access to these services. In addition, The Program will provide evaluation for sub class inclusion for 0-5 year old Katie A. referrals and provide necessary mental health services to these children, referred by Child Welfare Services, as delineated in the Katie A. Core Practice Model Guide. The Program serves North and South Santa Barbara County. The Program headquarters shall be 218 W. Carmen Lane Suite 107-108, Santa Maria, California.

II. Add the following to Section 3 of Exhibit A-6, Statement of Work – Medi-Cal Early Childhood Specialty Mental Health:

- G. Intensive Care Coordination (ICC).** ICC is a service activity that includes assessing, service planning and implementation; monitoring and adapting; and transition within the guidelines of the Katie A. Core Practice Model.
- H. Intensive Home Based Services (IHBS):** IHBS are intensive, individualized and strength-based, needs-driven intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of the plan. IHBS are not traditional therapeutic services and are provided within the guidelines of the Katie A. Core Practice Model.

FOURTH AMENDMENT 2013-2014

III. **Delete Section 5 of Exhibit A-6, Statement of Work – Medi-Cal Early Childhood Specialty Mental Health, and replace with the following:**

5. CLIENTS/PROGRAM CAPACITY.

- A. Contractor shall provide Program services to clients aged birth through five years who are Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, Chapter 11, CCR and their families.
- B. Contractor shall provide the services described in Section 3 to an average caseload of approximately 140 clients. In addition, approximately 115 children will be evaluated for Katie A. subclass inclusion during the initial phase of screening.
- C. County will continue to assess the client volume, service levels and staffing needs and may adjust client volume, service intensity and staffing accordingly.

IV. **Delete Section 7.B of Exhibit A-6, Statement of Work – Medi-Cal Early Childhood Specialty Mental Health, and replace with the following:**

- B. Client Documentation. Contractor shall maintain the following client documentation within its files (hard copy or electronic), for each client referred and treated:
 - 1. Client assessment;
 - 2. Client Service Plan and Katie A. Addendum if indicated;
 - 3. Supporting progress note documentation.

V. **Delete Section 9 of Exhibit A-6, Statement of Work – Medi-Cal Early Childhood Specialty Mental Health, and replace with the following:**

9. STAFFING REQUIREMENTS. The Program shall be staffed, as follows:

- A. 11.3 FTE who shall be at minimum Qualified Mental Health Workers (QMHW), including at least 1.5 FTE licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application:
 - i) Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment;
 - ii) Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience;
 - iii) No experience is required for staff with a Master's or Doctoral degree.
- B. 0.6 FTE Therapist/Clinical Supervisor shall be a Licensed Clinician who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR

FOURTH AMENDMENT 2013-2014

1810.223 and 1810.254. The Therapist/Clinical Supervisor shall be responsible to provide some direct service to clients;

C. In addition, Contractor shall provide approximately 0.8 FTE supervisory staff including a Psychology Director, Associate Director, and Program Manager who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR 1810.223 and 1810.254. Contractor shall also provide approximately 1.0 FTE other staff including an Assessment Specialist to score and interpret the standardized assessment measures utilized in the program; generate comprehensive, strength-based written reports to assist case planning; and insure treatment goals are being met, and an Office Manager/ Client Billing Manager.

VI. Delete Section II of Exhibit B, Financial Provisions, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$2772110**, 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.

VII. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

FOURTH AMENDMENT 2013-2014

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

CONTRACTOR NAME:

**Child Abuse Listening &
Mediation, Inc.**

Fiscal Year 2013-2014

	PROGRAM						TOTAL
	Managed Care (FFS)	SPIRIT	Intensive In-Home [†]	HOPE	ECMH PEI - South and North County	Early Childhood Specialty Mental Health (Outpatient)	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):						
Outpatient - Placement/Brokerage (15/01-09)	698	8,479	2,258	4,325	As Budgeted	6,395	22,155
Outpatient Mental Health Services (15/10-59)	100,471	104,402	101,285	402,213	As Budgeted	487,483	1,195,854
Outpatient Crisis Intervention (15/70)		257					257
SERVICE TYPE: M/C, NON M/C	M/C	M/C	M/C	M/C	MHSA	M/C	
UNIT REIMBURSEMENT	minute	minute	minute	minute	cost	minute	
COST PER UNIT/PROVISIONAL RATE:							
Outpatient - Placement/Brokerage (15/01-09)				\$1.53			
Outpatient Mental Health Services (15/10-59)				\$1.98			
Outpatient Crisis Intervention (15/70)				\$2.94			

GROSS COST:	\$ 200,000	\$ 220,444	\$ 214,200	\$ 803,000	\$ 381,464	\$ 993,000	\$ 2,812,108
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)							
PATIENT FEES							\$0
PATIENT INSURANCE							\$0
CONTRIBUTIONS			\$ 10,200		\$ 11,798	\$ 18,000	\$39,998
FOUNDATIONS/TRUSTS							\$0
SPECIAL EVENTS							\$0
OTHER: OTHER GOVERNMENT							\$0
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 10,200	\$ -	\$ 11,798	\$ 18,000	\$39,998
MAXIMUM CONTRACT AMOUNT:	\$ 200,000	\$ 220,444	\$ 204,000	\$ 803,000	\$ 369,666	\$ 975,000	\$ 2,772,110

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*							
MEDI-CAL/FFP **	\$ 100,000	\$ 95,222	\$ 102,000	\$ 401,500		\$ 487,500	\$ 1,186,222
OTHER FEDERAL FUNDS							\$ -
REALIGNMENT	\$ 100,000	\$ 95,222	\$ 102,000	\$ 401,500		\$ 487,500	\$ 1,186,222
STATE GENERAL FUNDS							\$ -
COUNTY FUNDS							\$ -
MHSA ***		\$ 30,000			\$ 369,666		\$ 399,666
OTHER (LIST):							\$ -
TOTAL (SOURCES OF FUNDING)	\$ 200,000	\$ 220,444	\$ 204,000	\$ 803,000	\$ 369,666	\$ 975,000	\$ 2,772,110

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

† Contractor understands the Medi-Cal amounts (FFP and Realignment) specified for this program are for Medi-Cal reimbursable costs for services approved by DHCS; Contractor shall provide other funds to cover any non-Medi-Cal reimbursable costs, whether or not such amounts are reflected in this Exhibit. In the event Contractor's actual Medi-Cal reimbursable costs at the time of Cost Settlement are lower than the Program's Maximum Contract Amount, ADMHS, at its sole discretion, may use remaining Realignment funding originally allocated to match FFP to reimburse Contractor for non-Medi-Cal reimbursable costs, up to 5% of the Program's Maximum Contract Amount.

*Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources.

**Medi-Cal services may be offset by Medicare qualifying services (funding) if approved by ADMHS.

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

FOURTH AMENDMENT 2013-2014

VIII. Delete Exhibit B-2, Contractor Budget, and replace with the following:

**Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Child Abuse Listening Mediation

COUNTY FISCAL YEAR: 2013-14

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	8	9	10	11
I. REVENUE SOURCES:		TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In Home	HOPE	SPIRIT	ECMH-PEI	ECSMH-CPP	ECSMH- 0 TO 5 SCREENINGS	Managed Care	CAM
1	Contributions	\$ 579,000	\$ 39,998	\$ 10,200			\$ 11,798	\$ 18,000			
2	Foundations/Trusts	\$ 263,500	\$ -								
3	Special Events	\$ 35,000	\$ -								
4	Legacies/Bequests		\$ -								
5	Associated Organizations		\$ -								
6	Membership Dues		\$ -								
7	Sales of Materials		\$ -								
8	Investment Income		\$ -								
9	Miscellaneous Revenue		\$ -								
10	ADMHS Funding	\$ 2,904,438	\$ 2,904,438	\$ 204,000	\$ 803,000	\$ 220,444	\$ 369,666	\$ 900,000	\$ 75,000	\$ 200,000	\$ 132,328
11	Other Government Funding	\$ 1,144,403	\$ -								
12	Endowment Draw	\$ 373,802	\$ -								
13	Other (specify)		\$ -								
14	Other (specify)		\$ -								
15	Other (specify)		\$ -								
16	Other (specify)		\$ -								
17	Other (specify)		\$ -								
18	Total Other Revenue (Sum of lines 1 through 17)	\$ 5,300,143	\$ 2,944,436	\$ 214,200	\$ 803,000	\$ 220,444	\$ 381,464	\$ 918,000	\$ 75,000	\$ 200,000	\$ 132,328
I.B Client and Third Party Revenues:											
19	Medicare		\$ -								
20	Client Fees	\$ 103,750	\$ -								
21	Insurance		\$ -								
22	SSI		\$ -								
23	Other (specify)		\$ -								
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)	103,750	-	-	-	-	-	-	-	-	-
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	5,403,893	2,944,436	214,200	803,000	220,444	381,464	918,000	75,000	200,000	132,328

FOURTH AMENDMENT 2013-2014

III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In Home	HOPE	SPIRIT	ECMH-PEI	ECSMH-CPP	ECSMH- 0 TO 5 SCREENINGS	Managed Care	CAM
III.A. Salaries and Benefits Object Level											
26	Salaries (Complete Staffing Schedule)	2,740,125	\$ 1,857,804	\$ 133,676	\$ 493,745	\$ 143,509	\$ 243,949	\$ 577,252	\$ 49,743	\$ 132,411	\$ 83,519
27	Employee Benefits (Payroll Taxes)	719,283	\$ 487,674	\$ 35,090	\$ 129,608	\$ 37,671	\$ 64,037	\$ 151,529	\$ 13,058	\$ 34,758	\$ 21,924
28	Consultants	11,058	\$ 3,919				\$ 1,721	\$ 1,500		\$ 698	
29	Payroll Taxes		\$ -								
30	Salaries and Benefits Subtotal	\$ 3,470,466	\$ 2,349,396	\$ 168,766	\$ 623,353	\$ 181,180	\$ 309,707	\$ 730,281	\$ 62,801	\$ 167,867	\$ 105,442
III.B Services and Supplies Object Level											
31	Professional Fees		\$ -								
32	Program Supplies	23,749	\$ 27,898	\$ 3,100	\$ 8,924	\$ 550	\$ 1,684	\$ 10,700		\$ 480	\$ 2,460
33	Telephone	25,010	\$ 16,394	\$ 2,500	\$ 5,600	\$ 750	\$ 1,200	\$ 5,677	\$ 417		\$ 250
35	Occupancy (Facility Lease/Rent/Costs)	125,902	\$ 76,002	\$ 3,795	\$ 27,584	\$ 5,382	\$ 4,818	\$ 29,277		\$ 4,366	\$ 780
37	Agency Expense	4,000	\$ -								
38	Transportation	72,659	\$ 83,692	\$ 7,700	\$ 30,800	\$ 3,329	\$ 13,200	\$ 19,326	\$ 2,000	\$ 1,200	\$ 6,137
39	Conferences, Meetings, Etc	8,254	\$ 7,000	\$ 400	\$ 2,000	\$ 500	\$ 1,100	\$ 3,000			
40	Subcontracts	87,825	\$ -								
41	Fundraising	110,220	\$ -								
42			\$ -								
43			\$ -								
44	Other (specify)		\$ -								
45	Services and Supplies Subtotal	\$ 457,619	\$ 210,985	\$ 17,495	\$ 74,908	\$ 10,511	\$ 22,002	\$ 67,980	\$ 2,417	\$ 6,046	\$ 9,627
46	III.C. Client Expense Object Level Total		\$ -								
47	SUBTOTAL DIRECT COSTS	\$ 3,928,085	\$ 2,560,382	\$ 186,261	\$ 698,261	\$ 191,691	\$ 331,708	\$ 798,261	\$ 65,218	\$ 173,913	\$ 115,069
IV. INDIRECT COSTS											
48	Administrative Indirect Costs (limited to 15%)	574,093	\$ 384,057	\$ 27,939	\$ 104,739	\$ 28,754	\$ 49,756	\$ 119,739	\$ 9,783	\$ 26,087	\$ 17,260
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 4,502,178	\$ 2,944,439	\$ 214,200	\$ 803,000	\$ 220,444	\$ 381,464	\$ 918,000	\$ 75,000	\$ 200,000	\$ 132,330

FOURTH AMENDMENT 2013-2014

SIGNATURE PAGE

Fourth Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Child Abuse Listening & Mediation, Inc..

IN WITNESS WHEREOF, the parties have executed this Fourth Amended Contract to be effective on the start date specified in the Agreement, Section 4, Term.

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

COUNTY OF SANTA BARBARA

By: _____
Deputy

By: _____
CHAIR
BOARD OF SUPERVISORS

Date: _____

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

CONTRACTOR:
Child Abuse Listening & Mediation, Inc.

By _____
Director

By: _____

Tax Id No 77-013375

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel

By _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____