

FOURTH AMENDMENT 2014-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Fourth Amendment (hereafter Fourth Amended Contract) to the Agreement for Services of Independent Contractor, referenced as number **BC15034** is made by and between the **County of Santa Barbara** (County) and **Psynergy Programs, 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; and

Whereas, this Fourth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2014, the First Amendment approved by the County Board of Supervisors in July 2015, the Second Amendment approved by the Board of Supervisors in March 2016, and the Third Amendment approved by the County Board of Supervisors in June 2016, and except as modified by this Fourth Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of the 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 \$350,000 for Fiscal Year 16-17 to the prior Agreement maximum of \$1,824,228, so as to compensate Contractor for additional services to be rendered under this Agreement.

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

I. Delete Section II – Maximum Contract Amount from Exhibit B, Financial Provisions, and replace with:

II. Maximum Contract Amount

The Maximum Contract Amount of this Agreement shall not exceed **\$500,000** for FY 14-15, **\$824,228** for FY 15-16, and **\$850,000** for FY 16-17, for a total contract amount during the term of the Agreement not to exceed **\$2,174,228**. Notwithstanding any other provisions of this Agreement, in no event shall the County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, without a properly executed amendment.

II. Exhibit B-1, 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:

Psynergy Programs, Inc.

FISCAL YEAR: 2014-2017

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	24-Hour Services	05	Adult Residential	Bed Day	65	\$168.46
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$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	40	\$2.61
			MHS - Rehab (Family, Individual, Group)	Minutes	41, 51	\$2.61
			Medication Support and Training	Minutes	60, 61, 62	\$4.82
			Crisis Intervention	Minutes	70	\$3.88
			Non - Medi-Cal Billable Services (Excluded from Cost Reporting Requirements)	Support Services	60	Licensed Facilities* - Mid Complexity-clients w/ benefits
Licensed Facilities* - Moderate Complexity-clients w/ benefits	Bed Day	n/a				\$94.00
Licensed Facilities* - Severe Complexity-clients w/ benefits	Bed Day	n/a				\$125.00
Licensed Facilities* - Mid Complexity-clients w/o benefits	Bed Day	n/a				\$100.00
Licensed Facilities* - Moderate Complexity-clients w/o benefits	Bed Day	n/a				\$130.00
Licensed Facilities* - Severe Complexity-clients w/o benefits	Bed Day	n/a				\$166.00
Unlicensed Facilities** - clients w/ benefits	Bed Day	n/a				\$30.00
Unlicensed Facilities** - clients w/o benefits	Bed Day	n/a				\$60.00
Transportation	Per Hour (15 min increments)					\$50.00

*Licensed facilities include Nueva Vista, Cielo Vista, Nueva Vista Sacramento, and other Adult Residential Facilities opened by Contractor during the term of this agreement.

**Unlicensed facilities include Tres Vista Supported Accommodations and Independent Living

	PROGRAM			TOTAL
	FY 14-15	FY 15-16	FY 16-17	
GROSS COST:	\$ 500,000	\$ 824,228	\$ 850,000	\$2,174,228
LESS REVENUES COLLECTED BY CONTRACTOR:				
PATIENT FEES				\$ -
CONTRIBUTIONS				\$ -
OTHER (LIST):				\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$0
MAXIMUM CONTRACT AMOUNT PAYABLE FY 14-15:	\$ 500,000			\$ 500,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 15-16:		\$ 824,228		\$ 824,228
MAXIMUM CONTRACT AMOUNT PAYABLE FY 16-17:			\$ 850,000	\$ 850,000

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)	FY 14-15	FY 15-16	FY 16-17			
MEDI-CAL CORE MENTAL HEALTH (3)	\$ 250,000	\$ 300,165	\$ 270,000			\$ 820,165
MEDI-CAL MHSA (3)						\$ -
NON-MEDI-CAL MHSA						\$ -
NON-MEDI-CAL COUNTY/LOCAL	\$ 250,000	\$ 446,063	\$ 500,000			\$ 1,196,063
MHSA SUBSIDY (3)						\$ -
COUNTY SUBSIDY (3)		\$ 78,000	\$ 80,000			\$ 158,000
OTHER FEDERAL FUNDS						\$ -
COUNTY FUNDS						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING) per Fiscal Year	\$ 500,000	\$ 824,228	\$ 850,000	\$ -	\$ -	\$ 2,174,228

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.

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

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SIGNATURE PAGE

Fourth Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Psynergy Programs, Inc.

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

COUNTY OF SANTA BARBARA

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR
PSYNERGY PROGRAMS, INC.

By: _____

Name: _____

Title: _____

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

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

By _____
Deputy

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

By: _____
Risk Management