

**SECOND AMENDMENT TO AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

This Second Amendment to the Agreement for Services of Independent Contractor, **BC #19-219**, is made by and between the **County of Santa Barbara** (County) and **Telecare Corporation** (Contractor), for the continued provision of services specified herein (hereafter Second Amended Contract).

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;

Whereas, due to the COVID-19 pandemic, County and Contractor have determined the need to remove the County Maximum Allowable (CMA) rate for FY 19-20 to more accurately reflect the productivity levels upon which the CMA is based with no change to the maximum contract amount set forth in Exhibit B;

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the First Amended Agreement as approved by the County Board of Supervisors in June 2020, 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 FY 19-20, Schedule of Rates and Contract Maximum, and replace it with the following:**

[Exhibit B-1-MH on next page]

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

CONTRACTOR NAME: Telecare Corporation

FISCAL YEAR: FY1920

| Contracted Services (1) | Service Type | Mode | Service Description | Unit of Service | Service Function Code | County Maximum Allowable Rate (4) |
|----------------------------------|---------------------|------|------------------------------|-----------------|-----------------------|-----------------------------------|
| Medi-Cal Billable Services | 24-Hour | 05 | Adult Crisis Residential | Bed Day | 40 | \$429.46 |
| | Outpatient Services | 15 | Targeted Case Management | Minutes | 01 | \$2.51 |
| Non - Medi-Cal Billable Services | Support Services | 60 | Life Support: Board and Care | N/A | 40 | Actual Cost |

| | PROGRAM | | | | TOTAL |
|---|--------------------------|---------------------|--|--|---------------------|
| | Crisis Residential North | Agnes Avenue CRT | | | |
| GROSS COST: | \$ 1,546,727 | \$ 1,358,522 | | | \$2,905,249 |
| LESS REVENUES COLLECTED BY | | | | | |
| PATIENT FEES | | | | | \$ - |
| CONTRIBUTIONS | | | | | \$ - |
| OTHER (LIST): | | | | | \$ - |
| TOTAL CONTRACTOR REVENUES | \$ - | | | | \$0 |
| MAXIMUM CONTRACT AMOUNT PAYABLE: | \$ 1,546,727 | \$ 1,358,522 | | | \$ 2,905,249 |

| SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2) | | | | | |
|--|---------------------|---------------------|--|--|---------------------|
| MEDI-CAL (3) | \$ 773,364 | \$ 679,261 | | | \$ 1,452,625 |
| NON-MEDI-CAL | \$ 77,336 | \$ 67,926 | | | \$ 145,262 |
| SUBSIDY | \$ 696,027 | \$ 611,335 | | | \$ 1,307,362 |
| OTHER (LIST): | | | | | \$ - |
| TOTAL (SOURCES OF FUNDING) (3) | \$ 1,546,727 | \$ 1,358,522 | | | \$ 2,905,249 |

(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) County Maximum Allowable Rate does not apply for FY 19-20.

* 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.

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

Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Telecare Corporation**.

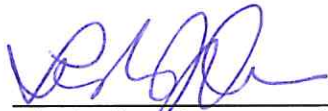
IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on the date executed by COUNTY.

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

By: _____

Date: _____

CONTRACTOR:
TELECARE CORPORATION

By:  _____
Authorized Representative

Name: Leslie J. Davis

Title: SVP and CFO

Date: 8/12/20

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

[Number] Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Telecare Corporation.

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

By:  _____

Date: 6/27/2020 _____

CONTRACTOR:
TELECARE CORPORATION

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

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

By: _____

Date: _____

CONTRACTOR:
TELECARE CORPORATION

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Teresa M. Martinez*
Teresa M. Martinez (Dec 2, 2020 12:42 PST)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *B.S.*
Robert Geis (Dec 2, 2020 13:40 PST)
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Management