

**SECOND AMENDED
AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS

AND

CHILD ABUSE LISTENING MEDIATION

FOR

MENTAL HEALTH SERVICE

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

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as BC 19-008, by and between the County of Santa Barbara (County) and Child Abuse Listening Mediation, Inc. (Contractor), wherein Contractor agrees to provide and County agrees to accept the 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;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-008, on June 5, 2018 for the provision of mental health services, for a total Maximum Contract Amount not to exceed \$2,998,749, for the period of July 1, 2018 through June 30, 2019;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on June 4, 2019 to add new provisions and extend the term of the Agreement into FY 2019-2020 for \$3,046,312 for a new total contract maximum amount of \$6,045,061 for the period of July 1, 2018 through June 30, 2020;

WHEREAS, this Second Amended Agreement replaces Exhibit B-1 MHS attached to the First Amended Agreement for FY 2018-2019 only. All other terms and conditions set forth in the First Amended Agreement approved by the Board of Supervisors on June 4, 2019, shall remain in full force and effect; and

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 2018-2019, Schedule of Rates and Contract Maximum, and replace with the following:**

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

CONTRACTOR NAME:

CALM

FISCAL YEAR: 2018-2019

Contracted Services(1)	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	\$2.46
			Intensive Care Coordination	Minutes	07	\$2.46
			Collateral	Minutes	10	\$3.18
			*MHS- Assessment	Minutes	30	\$3.18
			MHS - Plan Development	Minutes	31	\$3.18
			*MHS- Therapy (Family, Individual, Group)	Minutes	11, 40, 50	\$3.18
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3.18
			MHS - IBS	Minutes	57	\$3.18
Non - Medi-Cal Billable Services	Outreach Services	45	Crisis Intervention	Minutes	70	\$4.73
			Mental Health Promotion	N/A	10	Actual Cost

	PROGRAM					ECMH PEI South and North County	TOTAL
	Managed Care (FFS)	SPIRIT	Intensive-In Home	Pathways to Well Being	ECSMH (Outpatient)		
GROSS COST:	\$ 304,707	\$ 273,990	\$ 657,726	\$ 477,038	\$ 1,328,029	\$386,060	\$3,427,550
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES							
CONTRIBUTIONS	\$ 104,707	\$ 30,424	\$ 78,355	\$ 22,726	\$ 183,589	\$ 9,000	\$ 428,801
OTHER (LIST):							
TOTAL CONTRACTOR REVENUES	\$ 104,707	\$ 30,424	\$ 78,355	\$ 22,726	\$ 183,589	\$9,000	\$428,801
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 200,000	\$ 243,566	\$ 579,371	\$ 454,312	\$ 1,144,440	\$ 377,060	\$ 2,998,749

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)							
MED-CAL (3)	\$ 200,000	\$ 239,566	\$ 579,371	\$ 454,312	\$ 1,087,218	\$ 377,060	\$ 2,560,467
NON-MEDI-CAL							\$ 377,060
SUBSIDY		\$ 4,000			\$ 57,222		\$ 61,222
OTHER (LIST):						\$ -	\$ -
TOTAL (SOURCES OF FUNDING)	\$ 200,000	\$ 243,566	\$ 579,371	\$ 454,312	\$ 1,144,440	\$ 377,060	\$ 2,998,749

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

Denise Morales
Michelle Bay

(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.

* 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 remain in full force and effect.

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CONTRACTOR NAME:

CALM

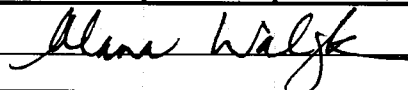
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STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

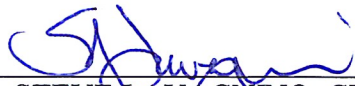
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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening Mediation, Inc. (CALM)**.

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

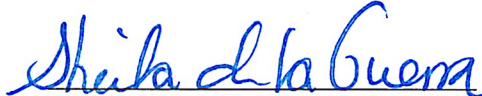
COUNTY OF SANTA BARBARA:

By: 

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS
Date: 10-1-19

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 

Deputy Clerk
Date: 10-1-19

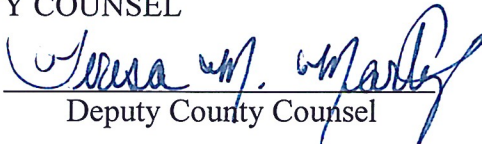
CONTRACTOR:

CHILD ABUSE LISTENING MEDIATION,
Inc.

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

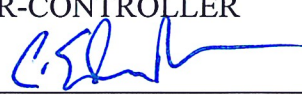
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 

Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D.,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: 

Risk Management

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening Mediation, Inc. (CALM)**.

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COUNTY OF SANTA BARBARA:

By:

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:

Deputy Clerk

Date: _____

CONTRACTOR:

CHILD ABUSE LISTENING MEDIATION,
Inc.

By:

Alana Walczak
Authorized Representative

Name:

Alana Walczak

Title:

President & CEO

Date:

9-18-19

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:

Deputy County Counsel

**APPROVED AS TO ACCOUNTING
FORM:**

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

Deputy

**RECOMMENDED FOR
APPROVAL:**

ALICE GLEGHORN, PH.D.,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:

Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By:

Risk Management