

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This Second Amendment to the Agreement for Services of Independent Contractor (“Second Amended Contract”), referenced as number **BC18-074**, is made by and between the County of Santa Barbara (County) and Psynergy Programs, Inc., a California corporation (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, the County Board of Supervisors authorized the County to enter into a First Amendment to the Agreement for Services of Independent Contractor (“First Amendment”), on May 15, 2018, to increase the contract amount for Fiscal Year (“FY”) 17-18 by \$87,707 for a contract maximum of \$1,861,256, and signed the First Amendment setting forth an increase of \$148,000 for FY 17-18. This Second Amendment authorizes the \$60,293 difference to ensure payment for services up to \$148,000 for FY 17-18.

Whereas, County anticipates that Contractor will provide, at the request of the County, a greater number of services in FY 18-19 and will incur expenses beyond the value of the Agreement and First Amendment. This Second Amended Contract adds funds in the amount of \$500,000 for Fiscal Year 18-19 to the prior FY 18-19 contract maximum of \$500,000 so as to compensate Contractor for additional services to be rendered under the Agreement and Amendments.

Whereas, the Board approves, ratifies, and authorizes the FY 17-18 contract increase of \$148,000 as stated in the executed First Amendment and approves, ratifies, and authorizes the FY 18-19 increase of \$500,000 as stated in this Second Amended Contract, for a new total contract maximum not to exceed \$2,421,549 for the period July 1, 2017 to June 30, 2020.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the Agreement and First Amendment, except as modified by this Second Amended Contract.

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

- I. Delete Section II, Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$921,549 for FY 17-18, \$1,000,000 for FY 18-19, and \$500,000 for FY 19-20, for a total contract amount not to exceed \$2,421,549** during the term of this Agreement. 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.

Second Amendment FY 17-20

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

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

CONTRACTOR NAME: Psynergy Programs, Inc. FISCAL YEAR: 2017-2020

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	\$2.41
			Collateral	Minutes	10	\$3.12
			(1) MHS- Assessment	Minutes	30	\$3.12
			MHS - Plan Development	Minutes	31	\$3.12
			(1) MHS- Therapy (Family, Individual, Group)	Minutes	40	\$3.12
			MHS - Rehab (Family, Individual, Group)	Minutes	41, 51	\$3.12
			Medication Support and Training	Minutes	60, 61, 62	\$5.76
			Crisis Intervention	Minutes	70	\$4.63
Non - Medi-Cal Billable Services	24-Hour Services	5	Licensed Facilities* - Mid Complexity-clients w / benefits	Bed Day	65	\$70.00
			Licensed Facilities* - Moderate Complexity-clients w / benefits	Bed Day	65	\$100.00
			Licensed Facilities* - Severe Complexity-clients w / benefits	Bed Day	65	\$130.00
			Licensed Facilities* - Mid Complexity-clients w/o benefits	Bed Day	65	\$111.00
			Licensed Facilities* - Moderate Complexity-clients w/o benefits	Bed Day	65	\$141.00
			Licensed Facilities* - Severe Complexity-clients w/o benefits	Bed Day	65	\$176.00
			Unlicensed Facilities** - clients w / benefits	Bed Day	65	\$35.00
			Unlicensed Facilities** - clients w/o benefits	Bed Day	65	\$65.00
			Enhanced Support and Supervision ***	Per Hour (15 min increments)	n/a	\$40.00
			Transportation	Per Hour (15 min increments)	n/a	\$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
 ***Enhanced Support and Supervision requires prior County QCM Authorization

	PROGRAM				TOTAL
	17-18 Psynergy programs	18-19 Psynergy programs	19-20 Psynergy programs		
GROSS COST:	\$ 921,549	\$ 1,000,000	\$ 500,000		\$2,421,549
LESS REVENUES COLLECTED BY CONTRACTOR:					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$0
MAXIMUM CONTRACT AMOUNT PAYABLE FY 17-18:	\$ 921,549	\$ -	\$ -	\$ -	\$ 921,549
MAXIMUM CONTRACT AMOUNT PAYABLE FY 18-19:	\$ -	\$ 1,000,000	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE FY 19-20:	\$ -	\$ -	\$ 500,000	\$ -	\$ -

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 372,162	\$ 403,800	\$ 237,500			\$ 1,013,462
NON-MEDI-CAL	\$ 529,800	\$ 574,900	\$ 250,000			\$ 1,354,700
SUBSIDY	\$ 19,587	\$ 21,300	\$ 12,500			\$ 53,387
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 921,549	\$ 1,000,000	\$ 500,000	\$ -	\$ -	\$ 2,421,549

- (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.

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

SIGNATURE PAGE

Second 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 Second Amendment to be effective on the date executed by County.

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:
PSYNERGY PROGRAMS, INC.

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management