

FIRST AMENDMENT 2014-2017

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 15-037**, by and between the **County of Santa Barbara** (County) and **Community Health Care Centers of the Central Coast** (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the and contract approved by the County Board of Supervisors in July 2014, except as modified by this First Amended Contract;

Whereas, County is amending the contract due to an unanticipated change in funding regulation for the State Mental Health Services Act for Prevention and Early Intervention services programs, requiring decreased services and a decrease in the maximum amount of the contract. This amendment decreases funds in the amount of **\$344,893** from the prior Agreement maximum of **\$1,445,654** for a new Agreement maximum of **\$1,100,761** through June 30, 2017.

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

- I. **Delete Exhibit A1 Statement of Work – Mental Health Services in the Primary Care Setting in its entirety.**
- II. **Delete Page 1 of 3 of Attachment E Program Goals, Outcomes and Measures – Mental Health Services in Primary Settings.**
- III. **Delete Section II, Maximum Agreement Amount, of Exhibit B Financial Provisions, and replace with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Agreement Amount shall not exceed **\$1,100,761, inclusive of \$472,374 for FY 14-15, \$481,822 for FY 15-16, and \$146,565 for FY 16-17** 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 Agreement Amount for Contractor's performance hereunder without a properly executed amendment.

- IV. **Delete Exhibit B-1 MH, FY 2016-2017 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:

Community Health Centers of the Central Coast

FISCAL YEAR: 2016-2017

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Non - Medi-Cal Billable Services	Outreach Services	45	Mental Health Promotion	N/A	10	Actual Cost

	PROGRAM					TOTAL
	Mental Health Educators					
GROSS COST:	\$ 176,693					\$176,693
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): Government funding	\$ 30,128					\$ 30,128
TOTAL CONTRACTOR REVENUES	\$ 30,128	\$ -	\$ -	\$ -	\$ -	\$30,128
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 146,565	\$ -	\$ -	\$ -	\$ -	\$ 146,565

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)						\$ -
NON-MEDI-CAL	\$ 146,565					\$ 146,565
SUBSIDY						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 146,565	\$ -	\$ -	\$ -	\$ -	\$ 146,565

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(1) Other services may be provided if authorized by Behavioral Wellness 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.

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

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SIGNATURE PAGE

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Community Health Care Centers of the Central Coast.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:
COMMUNITY HEALTH CENTERS OF THE
CENTRAL COAST

By: _____

Date: _____

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

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

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

By _____
Deputy

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

By _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Manager