

FIRST AMENDMENT 2015-2016

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, **BC 16-083**, is made by and between the **County of Santa Barbara** (County) and **Phoenix of Santa Barbara, dba Crescend Health** (Contractor), for the continued services specified herein.

Whereas, on February 14, 2016, Contractor has adopted a new business name, Crescend Health;

Whereas, Contractor represents that 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, at the request of County, Contractor provides adult mental health services and substance use disorder services for dually-diagnosed adults and County has ongoing needs for these services; Contractor and County have met and agreed to the revisions to existing services set forth below;

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in June 2015, except as modified in this First Amended Contract.

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

I. Add the following to Section 7, Documentation Requirements, in Exhibit A-MH, Mental Health Statement of Work:

C. Return from external placement. When residents are placed temporarily outside the facility during their stay (e.g. in jail or in an inpatient psychiatric unit), they must be assessed by program staff for appropriateness to return to the facility (Phoenix House or Mountain House). This assessment must be documented and shared with CCLD and ADMHS staff.

II. Delete Section 8.B, Discharge Plan, in Exhibit A-MH-Statement of Work, and replace with the following:

B. Residential clients may be discharged by Contractor (with notifications to Behavioral Wellness as indicated above) according to CCLD requirements or when client is a risk to the safety of self, staff or other residents, or is unable to follow the program's rules.

III. Delete Section VI. Billing and Payment Procedures and Limitations, of Exhibit B-MH, Financial Provisions – MH, and replace with the following:

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VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Medi-Cal Services. Services are to be entered into the Clinician's Gateway System based on timeframes prescribed in the ADMHS Clinical Documentation Manual. Late service data and claims may only be submitted in accordance with State and federal regulations. ADMHS shall provide to Contractor a report that: i) summarizes the Medi-Cal UOS approved to be claimed for the month, multiplied by the provisional rate in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number. Contractor shall review the report and indicate concurrence that the report will be the basis for Contractor's provisional payment for the month. Contractor shall indicate concurrence within two (2) business days electronically to the County designated representative or to:

admhsfinancecbo@co.santa-barbara.ca.us

Santa Barbara County Alcohol, Drug, and Mental Health Services

ATTN: Accounts Payable

429 North San Antonio Road

Santa Barbara, CA 93110 –1316

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

2. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B, as appropriate, ii) details the number of MHSA bed days provided for the month, iii) states the amount owed by County; iv) depicts any share of cost or other payments; and v) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VI.A.1 of this Exhibit B-MH. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts. Contractor shall be reimbursed for services to clients without a third party payor, for services included on the Exhibit B-1 MH, and authorized by County in advance of service provision. Services provided to clients without a third party payor will be subject to the cost settlement process outlined in this Exhibit B-MH.
3. The Program Contract Maximums specified in Exhibit B-1-MH and this Exhibit B MH are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

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The ADMHS Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make provisional payment for approved claims within thirty (30) calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto.

- B. Subsidy Payments. For providers with program subsidies of 5% or less, payment of subsidy will occur at cost settlement after the year end cost report has been submitted and costs are determined to be in compliance with contract terms and State and Federal regulations. For providers with more than 5% subsidy in any program, the final subsidy payment, or up to a maximum of 20% of total subsidy available for the given program, will be withheld until the year end cost report has been submitted and costs are determined in compliance with contract terms and State and Federal regulations.
- C. Monthly Financial Statements. Within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s). If a program has both Medi-Cal billable costs and Non-Medi-Cal billable costs, Contractor shall separately identify Non-Medi-Cal billable costs on their financial statements.
- D. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by ADMHS Director or designee. ADMHS Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- E. Withholding of Payment for Unsatisfactory Clinical Documentation. ADMHS Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards.
- F. Claims Submission Restrictions.
1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.
 2. No Payment for Services Provided Following Expiration/ Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

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- G. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- H. Overpayments: Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

IV. **Delete Exhibit B-1-MH, Financial Provisions, Schedule of Rates and Contract Maximum and replace with the following:**

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

CONTRACTOR NAME: Crescend Health, DBA Phoenix of Santa Barbara FISCAL YEAR: 2015-2016

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	\$2.02
			Collateral	Minutes	10	\$2.61
			MHS - Plan Development	Minutes	31	\$2.61
			(1) MHS- Therapy (Individual)	Minutes	40	\$2.61
			MHS - Rehab (Individual, Group)	Minutes	41, 51	\$2.61
			Crisis Intervention	Minutes	70	\$3.88
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	Day	40	\$33.47

*Additional services may be provided as authorized by ADMHS in writing.

	PROGRAM					TOTAL
	Phoenix House	Mountain House				
GROSS COST:	\$ 643,925	\$ 717,576				\$1,361,501
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES	\$ 248,492	\$ 145,174				\$ 393,666
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ 248,492	\$ 145,174	\$ -	\$ -	\$ -	\$ 393,666
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 395,433	\$ 572,402	\$ -	\$ -	\$ -	\$ 967,835

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL CORE MENTAL HEALTH (3)	\$ 310,732	\$ 572,402				\$ 883,134
MEDI-CAL MHSA (3)						\$ -
NON-MEDI-CAL MHSA						\$ -
NON-MEDI-CAL COUNTY/LOCAL						\$ -
MHSA SUBSIDY (3) FOR INDIGENT SERVICES						\$ -
MHSA SUBSIDY (3) FOR BOARD & CARE	\$ 12,444					\$ 12,444
COUNTY SUBSIDY (3)	\$ 72,257					\$ 72,257
OTHER FEDERAL FUNDS						\$ -
COUNTY FUNDS						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 395,433	\$ 572,402	\$ -	\$ -	\$ -	\$ 967,835

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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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 Phoenix of Santa Barbara, dba Crescend Health.

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

COUNTY OF SANTA BARBARA

By: _____
PETER ADAM, CHAIR
BOARD OF SUPERVISORS

Date: _____

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

CONTRACTOR:
PHOENIX OF SANTA BARBARA, DBA
CRESCEND HEALTH

By: _____
Deputy

By: _____
Date:

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By _____
Deputy County Counsel

By _____
Deputy

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

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director

By: _____
Manager