

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

THIS Third Amendment to the AGREEMENT for services of Independent Contractor, referenced as BC 19-219, is made by and between the County of Santa Barbara, Department of Behavioral Wellness (County) and **Telecare Corporation**, a California corporation, with its principle place of business at 1080 Marina Village Parkway, Suite 100, Alameda, CA, wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Third Amended Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Agreement for Services of Independent Contractor, referred to as BC 19-219, on May 28, 2019 for the provision of crisis residential treatment services for a total amount not to exceed \$3,074,142.00 for the period of May 28, 2019 through June 30, 2020;

WHEREAS, the County Board of Supervisors authorized the County to enter into a First Amended Agreement on June 16, 2020 to increase the amount of the Agreement by \$1,536,683.00 for FY 20-21 and extend the term of the Agreement to December 31, 2020, for a new contract maximum amount not to exceed \$4,610,825.00, inclusive of \$168,894.00 for FY 18-19, \$2,905,248.00 for FY 19-20, and \$1,536,683.00 for FY 20-21;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Second Amended Agreement on June 16, 2020 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 in the contract maximum amount;

WHEREAS, the County and Contractor wish to enter into a Third Amended Agreement to increase the maximum contract amount by \$512,228.00 for FY 20-21 and extend the term of the Agreement to February 28, 2021, for a new contract maximum amount not to exceed \$5,123,053.00 for the period of May 28, 2019 to February 28, 2021, inclusive of \$168,894.00 for FY 18-19, \$2,905,248.00 for FY 19-20, and \$2,048,911.00 for FY 20-21;

WHEREAS, this Third Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors on May 28, 2019 and each subsequent amendment, except as modified by this Third Amended Contract.

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

I. Delete Section 4 (Term) of the Agreement and replace with the following:

1. TERM.

Contractor shall commence performance on **5/28/2019** and end performance upon completion, but no later than **2/28/2021** unless otherwise directed by County or unless earlier terminated.

II. Delete Section II (Maximum Contract Amount) of Exhibit B (Financial Provisions MHS and replace with the following:

The Maximum Contract Amount of this Agreement shall not exceed \$5,123,053.00 inclusive of \$168,894.00 for FY 18-19, \$2,905,248.00 for FY 19-20, and \$2,048,911.00 for FY 20-21, which shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MH and subject to the provisions in Section I (Payment for Services). 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.

III. Add the following Exhibit B-1 MHS (Schedule of Rates and Contract Maximum)FY 20-21 to the Agreement:

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

CONTRACTOR NAME:

Telecare Corporation

FISCAL YEAR: July 2020-February 2021

Contracted Services (1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate**
Medi-Cal Billable Services	24-Hour Services	05	Adult Crisis Residential	Bed Day	40	\$440.63
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost

	PROGRAM				TOTAL
	Crisis Residential North (Carmen Ln)	Agnes Avenue CRT			
GROSS COST:	\$ 1,031,151	\$ 1,017,760			\$2,048,911
CONTRACTOR:					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -				\$0
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 1,031,151	\$ 1,017,760			\$ 2,048,911

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)					
MEDI-CAL (3)	\$ 515,576	\$ 508,880			\$ 1,024,456
NON-MEDI-CAL	\$ 51,558	\$ 50,888			\$ 102,446
SUBSIDY	\$ 464,018	\$ 457,992			\$ 922,010
OTHER (LIST):					\$ -
TOTAL (SOURCES OF FUNDING) (3)	\$ 1,031,151	\$ 1,017,760			\$ 2,048,911

CONTRACTOR SIGNATURE:



FISCAL SERVICES SIGNATURE:

(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.

**Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

IV. Add the following Exhibit B-2 Contractor Budget by Program to the Agreement:

AGENCY NAME: TELECARE CORPORATION

COUNTY FISCAL YEAR: JULY 2020 TO FEBRUARY 2021

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LINE #	COLUMN #	1	3	4	5
		I. REVENUE SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	CRISIS RESIDENTIAL NORTH (CARMEN LANE)	AGNES AVENUE CRT
1		Behavioral Wellness Funding	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760
2		Total Other Revenue	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760
		I.B Client and Third Party Revenues:			
3		Client Fees	-		
4		SSI	-		
5		Total Client and Third Party Revenues	\$ -	\$ -	\$ -
6		GROSS PROGRAM REVENUE BUDGET	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760

		III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	CRISIS RESIDENTIAL NORTH (CARMEN LANE)	AGNES AVENUE CRT
		III.A. Salaries and Benefits Object Level			
7		Salaries (Complete Staffing Schedule)	\$ 1,097,451	\$ 548,726	\$ 548,725
8		Employee Benefits	\$ 211,265	\$ 105,635	\$ 105,630
9		Payroll Taxes	\$ 96,021	\$ 48,008	\$ 48,013
10		Board and Care Wages (Reclass to Client Expense)	\$ (246,294)	\$ (123,147)	\$ (123,147)
11		Salaries and Benefits Subtotal	\$ 1,158,444	\$ 579,222	\$ 579,222

III.B Services and Supplies Object Level				
12	Community/Clinical	\$ 6,224	\$ 1,698	\$ 4,527
13	Physical Plant	\$ 11,835	\$ 6,377	\$ 5,458
14	Dietary	\$ 44,971	\$ 22,811	\$ 22,160
15	Administration	\$ 146,624	\$ 75,958	\$ 70,666
16	Medical Records	\$ 532	\$ 217	\$ 315
17	Depreciation	\$ 17,360	\$ 9,887	\$ 7,473
18	Building Lease	\$ 138,667	\$ 72,000	\$ 66,667
19	Other Property	\$ 6,557	\$ 3,365	\$ 3,191
20	Ancillary	\$ 1,488	\$ 638	\$ 851
21	Board and Care Portion (Reclass to Client Expense)	\$ (136,217)	\$ (71,439)	\$ (64,779)
22	Services and Supplies Subtotal	\$ 238,041	\$ 121,512	\$ 116,529

	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ 385,177	\$ 195,919	\$ 189,258
23	Client expenses	\$ 2,666	\$ 1,333	\$ 1,333
24	Board and Care*	\$ 382,511	\$ 194,586	\$ 187,925
25	SUBTOTAL DIRECT COSTS	\$ 1,781,662	\$ 896,653	\$ 885,009
	IV. INDIRECT COSTS			
26	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 267,249	\$ 134,498	\$ 132,751
27	GROSS DIRECT AND INDIRECT COSTS	\$ 2,048,911	\$ 1,031,151	\$ 1,017,760

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

SIGNATURE PAGE

Third 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 Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:

Gregg Hart
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date:

12-15-20

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

Sheila McGovern
Deputy Clerk

Date:

12-15-20

CONTRACTOR:

TELECARE CORPORATION

By:

Leslie J. Davis
Authorized Representative

Name:

Leslie J. Davis

Title:

SVP and CFO

Date:

12/1/20

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 MANAGER
RISK MANAGEMENT

By:

Risk Management

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By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

TELECARE CORPORATION

By: _____
Authorized Representative

Deputy Clerk
Date: _____

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

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
RISK MANAGEMENT

By: PFisher for A Gleghorn
Director

By: _____
Risk Management

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By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

TELECARE CORPORATION

Deputy Clerk
Date: _____

By: _____
Authorized Representative

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: *Teresa M. Martinez*
Teresa M. Martinez (Dec 3, 2020 15:51 PST)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *RL*
Robert Geis (Dec 3, 2020 16:07 PST)
Deputy

RECOMMENDED FOR APPROVAL:

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

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
RISK MANAGEMENT

By: *Ray Aromatorio*
Risk Management