

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 **BC15034**, by and between the **County of Santa Barbara** (County) and **Psynergy Programs, Inc.** (Contractor), for the continued provision of adult residential mental health services.

Whereas, this Agreement is effective through June 30, 2017; and

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

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

- I. Delete Section 10, Conflict of Interest, and replace with the following:

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. As required by 42 CFR sections 455.101 and 455.104, Contractor will complete a Conflict of Interest form provided by County.

- II. Add Section 37:

37. MANDATORY DISCLOSURE

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make required disclosures can result in any of the remedies described in 45 C.F.R. Section 75.371 Remedies for noncompliance, including suspension or debarment. (See also 2 C.F.R. part 180 and 376, and 31 U.S.C. 3321.)

- III. Section 1, Program Summary, of Exhibit A, Statement of Work, shall be revised as following:
 1. **PROGRAM SUMMARY.** Contractor provides a Modified Therapeutic Community, hereafter, the Program, consisting of four program phases. The first phase consists of assessment, engagement, and orientation, and is usually provided prior to the client arriving at Contractor's campus. The second phase, Nueva Vista, located in Morgan Hill and Sacramento, California, is licensed as an Adult Residential Facility by the State Department of Social Services, Community Care Licensing Division (CCLD), and provides treatment aimed at helping clients adjust to a non-institutional setting. The third phase, Cielo Vista, located in Greenfield, California, is licensed as an Adult Residential Facility by CCLD, but provides a lower level of treatment services than Nueva Vista, and is aimed at preparing clients for independent living. The last stage, Tres Vista Apartments, provides clients an

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independent living environment, with continued mental health supports to ensure client success. After successful completion of all four phases, it is anticipated that clients would transition back to the community.

IV. Delete Exhibit B-1, Schedule of Fees, and replace with the following:

EXHIBIT B-1 MH ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Psynergy

FISCAL YEAR: 2015-2017

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	24-Hour Services	05	Adult Residential	Bed Day	65	\$168.46
	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.02
			Collateral	Minutes	10	\$2.61
			(1) MHS- Assessment	Minutes	30	\$2.61
			MHS - Plan Development	Minutes	31	\$2.61
			(1) MHS- Therapy (Family, Individual, Group)	Minutes	40	\$2.61
			MHS - Rehab (Family, Individual, Group)	Minutes	41, 51	\$2.61
			Medication Support and Training	Minutes	60, 61, 62	\$4.82
			Crisis Intervention	Minutes	70	\$3.88
	Non - Medi-Cal Billable Services (Excluded from Cost Reporting Requirements)	Support Services	60	Licensed Facilities* - Mild Complexity-clients w/ benefits	Bed Day	n/a
Licensed Facilities* - Moderate Complexity-clients w/ benefits				Bed Day	n/a	\$94.00
Licensed Facilities* - Severe Complexity-clients w/ benefits				Bed Day	n/a	\$125.00
Licensed Facilities* - Mild Complexity-clients w/o benefits				Bed Day	n/a	\$100.00
Licensed Facilities* - Moderate Complexity-clients w/o benefits				Bed Day	n/a	\$130.00
Licensed Facilities* - Severe Complexity-clients w/o benefits				Bed Day	n/a	\$166.00
Unlicensed Facilities** - clients w/ benefits				Bed Day	n/a	\$30.00
Unlicensed Facilities** - clients w/o benefits				Bed Day	n/a	\$60.00
Transportation				Per Hour (15 min increments)		\$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

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	PROGRAM					TOTAL
GROSS COST:	\$ 500,000					\$500,000
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST):						\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -		\$0
MAXIMUM CONTRACT AMOUNT PAYABLE FY 14-15:	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 15-16:	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 16-17:	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT (2)						
MEDI-CAL CORE MENTAL HEALTH (3)	\$ 250,000					\$ 250,000
MEDI-CAL MHSA (3)			\$ -	\$ -		\$ -
NON-MEDI-CAL MHSA						\$ -
NON-MEDI-CAL COUNTY/LOCAL	\$ 250,000					\$ 250,000
MHSA SUBSIDY (3)			\$ -			\$ -
COUNTY SUBSIDY (3)						\$ -
OTHER FEDERAL FUNDS						\$ -
COUNTY FUNDS						\$ -
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING) per Fiscal Year	\$ 500,000		\$ -	\$ -	\$ -	\$ 500,000

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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SIGNATURE PAGE

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 Amendment to be effective on July 1, 2015.
COUNTY OF SANTA BARBARA

By: _____
JANET WOLF, CHAIR
BOARD OF SUPERVISORS
Date: _____

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

CONTRACTOR
PSYNERGY PROGRAMS, INC.

By: _____
Deputy Clerk

Date: _____

By: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

RECOMMENDED FOR APPROVAL :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ALICE A. GLEGHORN, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____

Date: _____