

THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Third Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 14-019**, by and between the **County of Santa Barbara** (County) and **Child Abuse Listening & Mediation, Inc.** (Contractor), for the continued provision of Children's Mental Health Services (previously referenced as number BC 12-026).

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2011, the First Amendment approved by the County Board of Supervisors in June 2012, the Second Amendment approved by the County Board of Supervisors in June 2013, except as modified by this Third Amended Contract.

Whereas, Contractor has seen an increase in referrals of foster children in the HOPE program, and consequently, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds to the Agreement so as to compensate Contractor for services rendered under this Agreement.

Whereas, the *Katie A.* settlement requires that screenings of children in the foster care system be completed by the Mental Health Plan, rather than contracted providers. This amendment converts the existing Children's Services Screener position in the HOPE program to a regular mental health service provider position, to comply with the terms of the *Katie A.* settlement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete Section 5.B of Exhibit A-1, Statement of Work – Intensive In-Home, and replace with the following:

- B. Contractor shall provide the services described in Section 3 to a minimum caseload of 15 clients. Contractor's caseload may fluctuate if clients shift between the Program and Contractor's Therapeutic Foster Care (HOPE) Program as described in Exhibit A-2. The combined total caseload served by the Program and HOPE shall be a minimum of 85 clients.

II. Delete Section 3.E of Exhibit A-2, Statement of Work – HOPE referring to the Child Services Screeners (CSS), effective January 1, 2014.

III. Delete Section 5.B of Exhibit A-2, Statement of Work – HOPE, and replace with the following:

- B. Contractor shall provide the services described in Section 3 to a minimum caseload of 35 clients in Lompoc and 35 clients in Santa Barbara. Contractor's caseload may fluctuate if clients shift between the Program and Contractor's Intensive In-Home Program as described in Exhibit A-1. The combined total caseload served by the Program and Intensive In-Home shall be a minimum of 85 clients.

IV. Delete Section 9, Staffing, of Exhibit A-2, Statement of Work – HOPE, and replace with the following:

9. **STAFFING REQUIREMENTS.** The Program shall be staffed by 10.0 full time equivalent (FTE) direct service staff, as described below. Program staffing levels between the Intensive In-Home and HOPE programs may be adjusted as client volume fluctuates between the two programs.

- A. 9.0 FTE Child and Family Specialists/Therapists who shall be Qualified Mental Health Workers (QMHW), or licensed/waivered/registered mental health professionals as described

in Title 9, California Code of Regulations (CCR) Sections 1810.223 and 1810.254. QMHWs are individuals who hold a college degree in a field related to mental health, including child development, child psychology, counseling and guidance, counseling psychology, early childhood education, human services, social psychology, social science, social welfare, social work, sociology, or another discipline determined by the Mental Health Plan Director or designee to have mental health application: i) Staff with an Associate's degree must have the equivalent of two years full-time experience in a mental health setting in the areas of psycho-social functioning, social adjustment, and/or vocational adjustment; ii) Staff with a Bachelor's degree must have the equivalent of one year of such fulltime experience; iii) No experience is required for staff with a Master's or Doctoral degree.

- B. In addition, Contractor shall provide approximately 1.0 FTE supervisory/other staff including a Program Manager, who shall be licensed/waivered/registered mental health professionals as described in Title 9, CCR Sections 1810.223 and 1810.254.

V. Delete Section II of Exhibit B, Financial Provisions, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$2444488**, 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 Contract Amount for Contractor's performance hereunder without a properly executed amendment.

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

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

CONTRACTOR NAME: Child Abuse Listening & Mediation, Inc. **Fiscal Year** 2013-2014

DESCRIPTION/MODE/SERVICE FUNCTION:	PROGRAM						TOTAL
	Managed Care (FFS)	SPIRIT	Intensive In-Home [†]	HOPE	ECMH PEI - South and North County	Early Childhood Specialty Mental Health (Outpatient)	
NUMBER OF UNITS PROJECTED (based on history):	436	8,479	2,258	2,052	As Budgeted	4,738	17,963
Outpatient - Placement/Brokerage (15/01-09)	62,794	104,402	101,285	190,838	As Budgeted	361,176	820,495
Outpatient Crisis Intervention (15/70)		257					257
SERVICE TYPE: M/C, NON M/C	M/C	M/C	M/C	M/C	MHSA	M/C	
UNIT REIMBURSEMENT	minute	minute	minute	minute	cost	minute	
COST PER UNIT/PROVISIONAL RATE:							
Outpatient - Placement/Brokerage (15/01-09)				\$1.53			
Outpatient Mental Health Services (15/10-59)				\$1.98			
Outpatient Crisis Intervention (15/70)				\$2.94			
GROSS COST:	\$ 125,000	\$ 220,444	\$ 214,200	\$ 803,000	\$ 381,464	\$ 736,826	\$ 2,480,934
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)							
PATIENT FEES							\$0
PATIENT INSURANCE							\$0
CONTRIBUTIONS			\$ 10,200		\$ 11,798	\$ 14,448	\$36,446
FOUNDATIONS/TRUSTS							\$0
SPECIAL EVENTS							\$0
OTHER: OTHER GOVERNMENT							\$0
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 10,200	\$ -	\$ 11,798	\$ 14,448	\$36,446
MAXIMUM CONTRACT AMOUNT:	\$ 125,000	\$ 220,444	\$ 204,000	\$ 803,000	\$ 369,666	\$ 722,378	\$ 2,444,488
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*							
MEDI-CAL/FFP **	\$ 62,500	\$ 95,222	\$ 102,000	\$ 401,500		\$ 361,189	\$ 1,022,411
OTHER FEDERAL FUNDS							\$ -
REALIGNMENT	\$ 62,500	\$ 95,222	\$ 102,000	\$ 401,500		\$ 361,189	\$ 1,022,411
STATE GENERAL FUNDS							\$ -
COUNTY FUNDS							\$ -
MHSA ***		\$ 30,000			\$ 369,666		\$ 399,666
OTHER (LIST):							\$ -
TOTAL (SOURCES OF FUNDING)	\$ 125,000	\$ 220,444	\$ 204,000	\$ 803,000	\$ 369,666	\$ 722,378	\$ 2,444,488

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

† Contractor understands the Medi-Cal amounts (FFP and Realignment) specified for this program are for Medi-Cal reimbursable costs for services approved by DHCS; Contractor shall provide other funds to cover any non-Medi-Cal reimbursable costs, whether or not such amounts are reflected in this Exhibit. In the event Contractor's actual Medi-Cal reimbursable costs at the time of Cost Settlement are lower than the Program's Maximum Contract Amount, ADMHS, at its sole discretion, may use remaining Realignment funding originally allocated to match FFP to reimburse Contractor for non-Medi-Cal reimbursable costs, up to 5% of the Program's Maximum Contract Amount.

*Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources.

**Medi-Cal services may be offset by Medicare qualifying services (funding) if approved by ADMHS.

***MHSA funding may be offset by additional Medi-Cal funding.

VII. Delete Exhibit B-2, Contractor Budget, and replace with the following:

**Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: **Child Abuse Listening Mediation**

COUNTY FISCAL YEAR: **2013-14**

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	8	9	10	11
	I. REVENUE SOURCES:		TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In Home	HOPE	SPIRIT	ECMH-PB	ECSMH-CPP	Managed Care	CAM
1	Contributions		\$ 579,000	\$ 36,446	\$ 10,200			\$ 11,798	\$ 14,448		
2	Foundations/Trusts		\$ 263,500	\$ -							
3	Special Events		\$ 35,000	\$ -							
4	Legacies/Bequests			\$ -							
5	Associated Organizations			\$ -							
6	Membership Dues			\$ -							
7	Sales of Materials			\$ -							
8	Investment Income			\$ -							
9	Miscellaneous Revenue			\$ -							
10	ADMHS Funding		\$ 2,576,816	\$ 2,576,816	\$ 204,000	\$ 803,000	\$ 220,444	\$ 369,666	\$ 722,378	\$ 125,000	\$ 132,328
11	Other Government Funding		\$ 1,144,403	\$ -							
12	Endowment Draw		\$ 373,800	\$ -							
13	Other (specify)			\$ -							
14	Other (specify)			\$ -							
15	Other (specify)			\$ -							
16	Other (specify)			\$ -							
17	Other (specify)			\$ -							
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 4,972,519	\$ 2,613,262	\$ 214,200	\$ 803,000	\$ 220,444	\$ 381,464	\$ 736,826	\$ 125,000	\$ 132,328
I.B Client and Third Party Revenues:											
19	Medicare			\$ -							
20	Client Fees		\$ 103,750	\$ -							
21	Insurance			\$ -							
22	SSI			\$ -							
23	Other (specify)			\$ -							
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)		103,750	-	-	-	-	-	-	-	-
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		5,076,269	2,613,262	214,200	803,000	220,444	381,464	736,826	125,000	132,328

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In Home	HOPE	SPIRIT	ECMH-PEI	ECSMH-CPP	Managed Care	CAM
III.A. Salaries and Benefits Object Level									
26 Salaries (Complete Staffing Schedule)	2,740,125	\$ 1,634,714	\$ 133,676	\$ 493,745	\$ 143,509	\$ 243,949	\$ 453,559	\$ 82,757	\$ 83,519
27 Employee Benefits (Payroll Taxes)	719,283	\$ 429,112	\$ 35,090	\$ 129,608	\$ 37,671	\$ 64,037	\$ 119,059	\$ 21,724	\$ 21,924
28 Consultants	11,058	\$ 3,657				\$ 1,721	\$ 1,500	\$ 436	
29 Payroll Taxes		\$ -							
30 Salaries and Benefits Subtotal	\$ 3,470,466	\$ 2,067,483	\$ 168,766	\$ 623,353	\$ 181,180	\$ 309,707	\$ 574,118	\$ 104,917	\$ 105,442
III.B Services and Supplies Object Level									
31 Professional Fees		\$ -							
32 Program Supplies	23,747	\$ 27,716	\$ 3,100	\$ 8,924	\$ 550	\$ 1,684	\$ 10,700	\$ 300	\$ 2,458
33 Telephone	25,010	\$ 15,977	\$ 2,500	\$ 5,600	\$ 750	\$ 1,200	\$ 5,677		\$ 250
35 Occupancy (Facility Lease/Rent/Costs)	125,902	\$ 74,365	\$ 3,795	\$ 27,584	\$ 5,382	\$ 4,818	\$ 29,277	\$ 2,729	\$ 780
37 Agency Expense	4,000	\$ -							
38 Transportation	72,659	\$ 79,862	\$ 7,700	\$ 30,800	\$ 3,329	\$ 13,200	\$ 17,946	\$ 750	\$ 6,137
39 Conferences, Meetings, Etc	8,254	\$ 7,000	\$ 400	\$ 2,000	\$ 500	\$ 1,100	\$ 3,000		
40 Subcontracts	87,825	\$ -							
41 Fundraising	110,220	\$ -							
42		\$ -							
43		\$ -							
44 Other (specify)		\$ -							
45 Services and Supplies Subtotal	\$ 457,617	\$ 204,919	\$ 17,495	\$ 74,908	\$ 10,511	\$ 22,002	\$ 66,600	\$ 3,779	\$ 9,625
46 III.C. Client Expense Object Level Total		\$ -							
47 SUBTOTAL DIRECT COSTS	\$ 3,928,083	\$ 2,272,402	\$ 186,261	\$ 698,261	\$ 191,691	\$ 331,708	\$ 640,718	\$ 108,696	\$ 115,067
IV. INDIRECT COSTS									
48 Administrative Indirect Costs (limited to 15%)	574,093	\$ 340,860	\$ 27,939	\$ 104,739	\$ 28,754	\$ 49,756	\$ 96,108	\$ 16,304	\$ 17,260
49 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 4,502,176	\$ 2,613,263	\$ 214,200	\$ 803,000	\$ 220,444	\$ 381,464	\$ 736,826	\$ 125,000	\$ 132,328

SIGNATURE PAGE

Third Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Child Abuse Listening & Mediation, Inc..

IN WITNESS WHEREOF, the parties have executed this Third Amended Contract to be effective on the start date specified in the Agreement, Section 4, Term.

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

By: _____
Deputy

Date: _____

RECOMMENDED FOR APPROVAL:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
TAKASHI WADA, MD, MPH
INTERIM DIRECTOR

By _____
Director

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

COUNTY OF SANTA BARBARA

By: _____
CHAIR
BOARD OF SUPERVISORS

Date: _____

CONTRACTOR:

By: _____
Tax Id No 77-013375

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

By _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____