

## SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 14-028**, by and between the **County of Santa Barbara** (County) and **Family Service Agency** (Contractor), for the continued provision of Children's Mental Health Services (previously referenced as number BC 13-026).

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

Whereas, Contractor has been asked to provide additional brief outpatient mental health services to Children and Adults. 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.

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 1 of Exhibit A-2, Statement of Work- Managed Care, and replace with the following:**

1. **PROGRAM SUMMARY.** Managed Care Mental Health/Brief Therapy (hereafter in this Exhibit A-2 "the Program") is designed to serve children and adults (hereafter "clients") who are Medi-Cal beneficiaries that meet medical necessity criteria as defined in Title 9, CCR and their families. The Program shall provide clients and their families with brief therapy which is time-limited and problem focused and is not intended to be long-term treatment. The Program shall serve the Santa Barbara and Lompoc areas and shall be located at 123 W. Gutierrez in Santa Barbara and 110 South C Street, Suite A in Lompoc, California.

**II. Delete Section 5 of Exhibit A-2, Statement of Work-Managed Care, and replace with the following:**

5. **CLIENTS.** Contractor shall provide Program services to clients diagnosed with serious emotional disturbance (SED), serious mental illness (SMI), and/or Medi-Cal beneficiaries diagnosed as needing specialty mental health services as described in Title 9, CCR Chapter 11, and their families.

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

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount shall not exceed **\$880188**, 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.

**III. 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:**

**Family Service Agency**

**2013-2014**

	PROGRAM				TOTAL
	Intensive In-Home Lompoc <sup>†</sup>	Managed Care Santa Barbara & Lompoc (FFS)	School Based Counseling Countywide <sup>†</sup>	Carpinteria START	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):				
Outpatient - Placement/Brokerage (15/01-09)	16,411	254	944	259	17,868
Outpatient Mental Health Services (15/10-59)	188,932	48,117	152,841	57,309	447,199
Crisis Intervention (15/ 70-79)	253	-	70	899	1,222
SERVICE TYPE: MC, NON MC	MC	MC	MC	M/C, MHSA	
UNIT REIMBURSEMENT	minute	minute	minute	minute	
COST PER UNIT/ PROVISIONAL RATE:					
Outpatient - Placement/Brokerage (15/01-09)				\$1.38	
Outpatient Mental Health Services (15/10-59)				\$1.78	
Outpatient - Crisis Intervention (15/70-79)				\$2.65	
GROSS COST:	\$ 374,002	\$ 142,277	\$ 287,221	\$ 114,750	\$918,250
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
PATIENT FEES					\$0
PATIENT INSURANCE					\$0
CONTRIBUTIONS	\$ 14,385		\$ 13,677		\$28,062
FOUNDATIONS/TRUSTS					\$0
SPECIAL EVENTS					\$0
OTHER (LIST): SCHOOL DISTRICT FUNDING				\$ 10,000	\$10,000
TOTAL CONTRACTOR REVENUES	\$ 14,385	\$ -	\$ 13,677	\$ 10,000	\$38,062
MAXIMUM CONTRACT AMOUNT:	\$ 359,617	\$ 142,277	\$ 273,544	\$ 104,750	\$ 880,188
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT*					
MEDI-CAL/FFP**	\$ 179,809	\$ 71,139	\$ 136,772	\$ 25,000	\$ 412,719
OTHER FEDERAL FUNDS					\$ -
REALIGNMENT FUNDS	\$ 179,809	\$ 71,139	\$ 136,772	\$ 22,500	\$ 410,219
STATE GENERAL FUNDS					\$ -
COUNTY FUNDS					\$ -
MHSA MEDI-CAL MATCH				\$ 2,500	\$ 2,500
MHSA***				\$ 54,750	\$ 54,750
TOTAL (SOURCES OF FUNDING)	\$ 359,617	\$ 142,277	\$ 273,544	\$ 104,750	\$ 880,188

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

<sup>†</sup> 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.

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

AGENCY NAME:		Family Service Agency								
COUNTY FISCAL YEAR:		2013-14								
Gray Shaded cells contain formulas, do not overwrite										
LINE #	COLUMN #	1	2	3	4	5	6	7	8	9
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Intensive In-Home (Lompoc)	Managed Care (Santa Barbara & Lompoc)	School Based Counseling (Countywide)	Carpinteria START	ADP School Based Counseling	ADP Big Brothers Big Sisters
1	Contributions		\$ 217,000	\$ 81,936	\$ 14,385		\$ 13,677		\$ 5,148	\$ 48,726
2	Foundations/Trusts		\$ 881,000	\$ -						
3	Special Events		\$ -	\$ -						
4	Legacies/Bequests			\$ -						
5	Associated Organizations			\$ -						
6	Membership Dues		\$ -	\$ -						
7	Sales of Materials			\$ -						
8	Investment Income			\$ -						
9	Miscellaneous Revenue			\$ -						
10	ADMHS Funding		\$ 823,911	\$ 880,188	\$ 359,617	\$ 142,277	\$ 273,544	\$ 104,750		
11	Other Government Funding		\$ 1,096,205	\$ -						
12	Other School District Funding		\$ 522,419	\$ 10,000				\$ 10,000		
13	Other ADP Funding		\$ 103,830	\$ 103,830					\$ 13,630	\$ 90,200
14	United Way		\$ 4,900	\$ -						
15	Program Fees		\$ 15,772	\$ -						
16	Carp Unified School District			\$ -						
17	Net Assets		\$ 264,618	\$ -						
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 3,929,655	\$ 1,075,954	\$ 374,002	\$ 142,277	\$ 287,221	\$ 114,750	\$ 18,778	\$ 138,926
I.B Client and Third Party Revenues:										
19	Medicare			-						
20	Client Fees			-						
21	Insurance			-						
22	SSI			-						
23	Other (specify)			-						
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)		-	-	-	-	-	-	-	-
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		3,929,655	1,075,954	374,002	142,277	287,221	114,750	18,778	138,926

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADHHS PROGRAMS TOTALS	Intensive In-Home (Lompoc)	Managed Care (Santa Barbara & Lompoc)	School Based Counseling (Countywide)	Carpinteria START	ADP School Based Counseling	ADP Big Brothers Big Sisters
III.A. Salaries and Benefits Object Level									
26	Salaries (Complete Staffing Schedule)	2,476,361	\$ 691,718	\$ 246,410	\$ 94,942	\$ 191,033	\$ 76,474	\$ 12,880	\$ 69,979
27	Employee Benefits (Includes Payroll Taxes)	607,180	\$ 179,847	\$ 64,067	\$ 24,685	\$ 49,669	\$ 19,883	\$ 3,349	\$ 18,195
28	Consultants		\$ -						
29	Payroll Taxes	-	\$ -						
30	Salaries and Benefits Subtotal	\$ 3,083,541	\$ 871,565	\$ 310,477	\$ 119,627	\$ 240,702	\$ 96,357	\$ 16,229	\$ 88,174
III.B Services and Supplies Object Level									
31	Professional Fees	1,500	\$ 650	\$ 500	\$ 150				
32	Supplies	37,558	\$ 10,843	\$ 1,500	\$ 500	\$ 1,940	\$ 500	\$ 100	\$ 6,303
33	Telephone	19,254	\$ 7,793	\$ 1,800		\$ 1,103	\$ 850		\$ 4,040
34	Postage & Shipping	3,500	\$ 450	\$ 100		\$ 175			\$ 175
35	Occupancy (Facility Lease/Rent/Costs)	37,455	\$ 24,090	\$ 6,410	\$ 2,055	\$ 4,100	\$ 1,050		\$ 10,475
36	Rental/Maintenance Equipment		\$ -						
37	Printing/Publications	15,500	\$ 1,260	\$ 100		\$ 210	\$ 175		\$ 775
38	Transportation	30,778	\$ 9,524	\$ 3,832	\$ 912	\$ 1,078	\$ 550		\$ 3,152
39	Conferences, Meetings, Etc	4,950	\$ 1,525	\$ 500	\$ 475	\$ 300	\$ 250		\$ -
40	Insurance		\$ -						
42	Membership/Professional Licenses	7,712	\$ 7,912			\$ 150	\$ 50		\$ 7,712
43	Other (specify)		\$ -						
44	Other (specify)		\$ -						
45	Services and Supplies Subtotal	\$ 158,207	\$ 64,047	\$ 14,742	\$ 4,092	\$ 9,056	\$ 3,425	\$ 100	\$ 32,632
46	III.C. Client Expense Object Level Total		\$ -						
47	SUBTOTAL DIRECT COSTS	\$ 3,241,748	\$ 935,612	\$ 325,219	\$ 123,719	\$ 249,758	\$ 99,782	\$ 16,329	\$ 120,806
IV. INDIRECT COSTS									
48	Administrative Indirect Costs (limited to 15%)	687,907	\$ 140,342	\$ 48,783	\$ 18,558	\$ 37,464	\$ 14,967	\$ 2,449	\$ 18,121
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 3,929,655	\$ 1,075,953	\$ 374,001	\$ 142,277	\$ 287,221	\$ 114,750	\$ 18,778	\$ 138,926
					\$ (0)				

**SIGNATURE PAGE**

Second Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Family Service Agency.

**IN WITNESS WHEREOF**, the parties have executed this Second 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: \_\_\_\_\_