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 <u>BC 14-019</u>, 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, <u>Statement of Work Intensive In-Home</u>, 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, <u>Statement of Work HOPE</u> referring to the Child Services Screeners (CSS), effective January 1, 2014.
- III. Delete Section 5.B of Exhibit A-2, <u>Statement of Work HOPE</u>, 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, <u>Statement of Work HOPE</u>, 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 psychosocial 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, <u>Financial Provisions</u>, 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

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	Managed Care (FFS)	s	SPIRIT		sive In- me [†]		HOPE	ECMH PEI - South and North County	Ch Sp Men	Early hildhood becialty tal Health utpatient)		
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF	UNITS	PROJEC	TED (ba	ased on l	histor	ry):					
Outpatient - Placement/Brokerage (15/01-09)	436	3	8,479		2,258		2,052	As Budgeted		4,738	3300	17,963
Outpatient Mental Health Services (15/10-59)	62,794		104,402	1	01,285		190,838	As Budgeted		361,176	July 1	820,49
Outpatient Crisis Intervention (15/70)			257								MA	257
SERVICE TYPE: M/C, NON M/C	M/C		M/C	М	1/C		M/C	MHSA		M/C	mix.	
UNIT REIMBURSEMENT	minute	n	ninute	mir	nute		minute	cost	r	ninute		
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	2.94						
GROSS COST:	\$ 125,000	\$	220,444	\$ 2	14,200	\$	803,000	\$ 381,464	\$	736,826	a 14	\$2,480,93
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PATIENT FEES PATIENT INSURANCE CONTRIBUTIONS FOUNDATIONS/TRUSTS SPECIAL EVENTS OTHER: OTHER GOVERNMENT TOTAL CONTRACTOR REVENUES	\$ -	\$	-	\$	10,200	\$	203.000	\$ 11,798	\$	14,448		\$36,4 ⁴ \$36,4 ⁴
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CONTRACTOR SIGNATURE:	
STAFF ANALYST SIGNATURE:	ACO D
FISCAL SERVICES SIGNATURE:	wat

[†] 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.

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

Outpatient - Placement/Brokerage (15/01-09) Outpatient Mental Health Services (15/10-59) 6 Outpatient Crisis Intervention (15/70) SERVICE TYPE: M/C, NON M/C M/ UNIT REIMBURSEMENT min COST PER UNIT/PROVISIONAL RATE:	FS) ER OF U 436 52,794	SPIRIT INITS PROJEC 8,479 104,402 257 M/C	Intensive In Home [†] TED (based of 2,25 101,28	n histo	2,052 190,838	ECMH PEI - South and North County As Budgeted As Budgeted	Early Childhood Specialty Mental Health (Outpatient) 4,738 361,176	17,90 820,40
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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: \$ 12	25,000	\$ 220,444	\$ 214,20	0 \$	803,000	\$ 381,464	\$ 736,826	\$2,480,9
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CONTRIBUTIONS			\$ 10,20	0		\$ 11,798	\$ 14,448	\$36,4
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SPECIAL EVENTS								10/24/1/2006
OTHER: OTHER GOVERNMENT								
TOTAL CONTRACTOR REVENUES \$		\$	\$ 10,20	5		\$ 11,798	\$ 14,448	\$36,4
MAXIMUM CONTRACT AMOUNT: \$ 12	25,000	\$ 220,444	\$ 204,00	0 \$	803,000	\$ 369,666	\$ 722,378	\$ 2,444,48

CONTRACTOR SIGNATURE:	
STAFF ANALYST SIGNATURE:	 1
FISCAL SERVICES SIGNATURE:	

U. W

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Page 4 of 6

	Sant	a Barbara Co	Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program	Drug and Mental Health Se Entity Budget By Program	ntal Health Se By Program	rvices Contr	act Budget P	acket		***************************************
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S	Associated Organizations		8							
9	Membership Dues		\$							
7	Sales of Materials		\$							
ω	Investment Income		- \$	0.0000						
6	Miscellaneous Revenue		\$							
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77	12 Endowment Draw	\$ 373,800	- \$ 0							
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7	15 Other (specify)		- \$							
7	16 Other (specify)		\$							
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18	Total Other Revenue (Sum of lines 1 through 17)	\$ 4,972,519	9 \$ 2,613,262	\$ 214,200	\$ 803,000	\$ 220,444	\$ 381,464	\$ 736,826	\$ 125,000	\$ 132,328
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Ň	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
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Conferences, Meetings, Etc 8,254 \$ 7,000 \$ 2,000 \$ 2,000 \$ 5,000 \$ 3,00	Transportation	72,659	i jedis			30,800					17,946	2000	750	€	6,137
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III.C. Client Expense Object Level Total \$ 3,928,083	$\overline{}$			€		74,908					66,600	69	3,779	8	9,625
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GROSS DIRECT AND INDIRECT COSTS \$ 4,502,176 \$ 2,613,263 \$ 214,200 \$ 803,000 \$ 220,444 \$ 381,464 \$ 736,826 \$ 125,000 \$						104,739					96,108		16,304	₩	17,260
	_	4,502,1				803,000	w.		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: Pour Bahan
Deputy

Date: 2-4-14

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

Deputy County Counsel

COUNTY OF SANTA BARBARA

CHAIR,

BOARD OF SUPERVISORS

Date: 2/4/14

CONTRACTOR:

APPROVED AS TO ACCOUNTING FORM:

ROBERT W. GEIS, CPA AUDITOR-CONTROLLER

Deputy 4

APPROVED AS TO FORM:

RAY AROMATORIO RISK MANAGER

By:

SIGNATURE PAGE

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

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ATTEST: MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD	COUNTY OF SANTA BARBARA
By:	By: CHAIR BOARD OF SUPERVISORS
Deputy	
Date:	Date:
RECOMMENDED FOR APPROVAL: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES	CONTRACTOR:
TAKASHI WADA, MD, MPH INTERIM DIRECTOR	Ohn Open
By Director	By:
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By Deputy County Counsel	By Deputy
	APPROVED AS TO FORM: RAY AROMATORIO RISK MANAGER
	By: