

# FIRST AMENDMENT 2016-2017

## 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 **BC 17-085**, by and between the **County of Santa Barbara** (County) and **Mental Health Association in Santa Barbara County (DBA Mental Wellness Center)** (Contractor), agrees to provide and County agrees to accept the services specified herein.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2016, except as modified by this First Amended Contract;

Whereas, County anticipates that Contractor will provide, at the request of County, a new facility in Santa Barbara offering single room occupancy units for Behavioral Wellness referrals who are chronically homeless, which Contractor is qualified to provide within their current contract maximum amount for this Agreement through June 30, 2017.

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

### I. **Add Exhibit A7 – Statement of Work – MH, De La Vina House:**

#### **EXHIBIT A-7 STATEMENT OF WORK**

##### **De La Vina House**

1. **PROGRAM SUMMARY.** Contractor shall provide start up services and administrative oversight to operate the De La Vina House (hereafter "the Program"), a permanent housing facility utilizing the Housing First Model for chronically homeless individuals who meet Continuum of Care (Shelter Plus Care) eligibility and are referred by a Behavioral Wellness Homeless Outreach Worker. The program will provide permanent housing located at 521 De La Vina, Santa Barbara, California 93101.
2. **PROGRAM GOALS.**
  - A. To place chronically homeless individuals into stable housing; permanent, affordable housing as quickly as possible;
  - B. Coordinate services with Behavioral Wellness clinic staff; and
  - C. Achieve and maintain stable/permanent housing for clients.
3. **SERVICES.** Contractor shall provide an appropriate combination of staff that shall be responsible to provide oversight and administration for the coordination of services designed to empower residents to retain permanent residency. Contractor shall provide:
  - A. Five (5) single room occupancy permanent housing slots; and
  - B. Linkage to services for clients residing at the Program.

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4. **CLIENTS.** Contractor shall provide services as described in Section 3 (Services) to:
  - A. Five (5) clients who are, age 18 and over, referred by a Behavioral Wellness Homeless Outreach Worker as described in Section 5 (Referrals).
  - B. Clients must:
    - i. Be willing to sign a one year lease and enter the house voluntarily;
    - ii. Accept the House Rules of Conduct;
    - iii. Meet Continuum of Care (Shelter Plus Care) eligibility; and
    - iv. Be mutually agreed upon by Contractor and Behavioral Wellness staff.
5. **REFERRALS.** Contractor shall receive referrals from Behavioral Wellness Homeless Outreach Workers or other Behavioral Wellness Contract providers.
6. **ADMISSION PROCESS.**
  - A. Contractor shall interview client to determine client's appropriateness for the Program.
  - B. Admission criteria will be determined by the referral source and/or client's eligibility for payor source.
  - C. Contractor shall admit clients referred by sources described in Section 5 (Referrals) unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.
  - D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
    - i. Consent to Program rules and guidelines, signed by client;
    - ii. Release of information form, signed by client;
    - iii. Financial assessment and contract for fees;
    - iv. Personal and demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
      - a. Social, economic and family background;
      - b. Education;
      - c. Vocational achievements;
      - d. Criminal history, legal status;
      - e. Medical history;

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- f. Drug history;
  - g. Previous treatment.
  - v. Emergency contact information for client.
- E. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
7. **EVICTON CRITERIA:** The Contractor, on a case-by-case basis, may terminate the lease or evict the client from the program during the term of the lease (the initial term of the lease or any extension term) in accordance with lease and HUD requirements listed in Section 7:
- A. Serious or repeated violation of the lease;
  - B. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
  - C. Criminal activity to include:
    - i. If any member of the Household, a guest of another person under a resident's control commits any of the following types of criminal activity;
    - ii. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
    - iii. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
    - iv. Any violent criminal activity on or near the premises;
    - v. Any drug-related criminal activity on or near the premises;
    - vi. Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor;
    - vii. Violating a condition of probation or parole under Federal or State law;
    - viii. Criminal activity by a household member in accordance with this section if the Contractor's determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.
  - D. Alcohol abuse to include:
    - i. If any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

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E. Other good cause for termination of tenancy to include:

- i. During the initial lease term, other good cause for termination of tenancy must be something the tenant did or failed to do;
- ii. During the initial lease term or during any extension term, other good cause may include;
  - a. Disturbance or neighbors;
  - b. Destruction of property; and
  - c. Living or housekeeping habits that cause damage to the unit or premises;
  - d. The tenant's failure to accept the Contractor's offer of a new lease or revision;
  - e. The Contractor's desire to use the unit for personal or tenant use or for a purpose other than use as a residential rental unit (Behavioral Wellness will no longer provide funding if there is no longer tenant availability as specified in the Exhibit A, Section 4 Clients);
  - f. A sale of the property, renovation of the unit, (with adequate notice given to the tenant);
  - g. The Contractor's desire to rent the unit for a higher rent; and
- iii. The examples of other good cause in this paragraph do not preempt any State or local laws to the contrary.

### 8. DOCUMENTATION REQUIREMENTS.

- A. Contractor shall provide a quarterly report to Behavioral Wellness to include but not limited to the following:
- i. Number of beds/units provided;
  - ii. Number of clients in stable/permanent housing; and
  - iii. Number of evictions.

### 9. STAFFING. Contract will provide the following staffing:

- A. One (1) 0.80 FTE live in Property Manager who shall:
- i. Reside at the facility;
  - ii. Perform light physical maintenance of the home;
  - iii. Perform basic shopping for supplies and food;
  - iv. Perform light housekeeping duties;

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- v. Conduct weekly resident meetings;
  - vi. Respond to problem's related to tenant housing;
  - vii. Document and track incidents;
- B. One (1) 0.50 FTE Resident Liaison who will provide the following:
- i. Linkage to community resources, where appropriate.
- C. One (1) 0.10 FTE Supervisor who will oversee the administration and operation of the facility.

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

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

CONTRACTOR NAME: Mental Wellness Center FISCAL YEAR: 2016-2017

Contracted Services(4)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
Medi-Cal Billable Services	Outpatient Services	15	MHS - Plan Development	Minutes	31	\$2.61
			MHS - Rehab (Individual, Group)	Minutes	41, 51	\$2.61
			Crisis Intervention	Minutes	70	\$3.88
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost
			Other Case Management	N/A	60	Actual Cost

	PROGRAM									TOTAL
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)	RLC Computer Labs	Specialty Mental Health Services at RLC	Alameda House	CG House	MH First Aid	De La Vina House	
GROSS COST:	\$ 373,727	\$ 87,688	\$ 409,969	\$ 42,789	\$ 101,256	\$ 433,082	\$ 439,982	\$ 60,141	\$ 191,361	\$2,139,995
LESS REVENUES COLLECTED BY CONTRACTOR:										
PATIENT FEES	\$ 70,152					\$ 12,000	\$ 12,000	\$ 3,000	\$ 47,426	\$ 144,578
CONTRIBUTIONS	\$ 935	\$ 23,164	\$ 242,969	\$ 2,789	\$ 1,256			\$ 250		\$ 271,363
OTHER (LIST):										\$ -
<b>TOTAL CONTRACTOR REVENUES</b>	<b>\$ 71,087</b>	<b>\$ 23,164</b>	<b>\$ 242,969</b>	<b>\$ 2,789</b>	<b>\$ 1,256</b>	<b>\$ 12,000</b>	<b>\$ 12,000</b>	<b>\$ 3,250</b>	<b>\$ 47,426</b>	<b>\$415,941</b>
<b>MAXIMUM CONTRACT AMOUNT PAYABLE:</b>	<b>\$ 302,640</b>	<b>\$ 64,524</b>	<b>\$ 167,000</b>	<b>\$ 40,000</b>	<b>\$ 100,000</b>	<b>\$ 421,082</b>	<b>\$ 427,982</b>	<b>\$ 56,891</b>	<b>\$ 143,935</b>	<b>\$ 1,724,054</b>

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)										
MEDI-CAL (3)	\$ 274,885				\$ 100,000					\$ 374,885
NON-MEDI-CAL		\$ 64,524	\$ 167,000	\$ 40,000		\$ 421,082	\$ 427,982	\$ 56,891	\$ 143,935	\$ 1,321,414
SUBSIDY	\$ 27,755									\$ 27,755
OTHER (LIST):										\$ -
<b>TOTAL (SOURCES OF FUNDING)</b>	<b>\$ 302,640</b>	<b>\$ 64,524</b>	<b>\$ 167,000</b>	<b>\$ 40,000</b>	<b>\$ 100,000</b>	<b>\$ 421,082</b>	<b>\$ 427,982</b>	<b>\$ 56,891</b>	<b>\$ 143,935</b>	<b>\$ 1,724,054</b>

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 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.

(4) Other services may be provided if authorized by Behavioral Wellness in writing.

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

Santa Barbara County Department of Behavioral Wellness Services Contract Budget Packet													
Entity Budget By Program													
AGENCY NAME: Mental Health Association in Santa Barbara County - DBA Mental Wellness Center													
COUNTY FISCAL YEAR: 7/1/2016 6/30/2017													
Gray Shaded cells contain formulas, do not overwrite													
LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Casa Juana Maria	Santa Barbara Consumer-Led Program (Recovery Learning Center)	Family Advocate	RLC Computer Lab	Mental Health First Aid	Alameda House	CH House	RLC Medi Cal	De La Vina	
1	Contributions	\$ 235,755	\$ 271,363	\$ 935	\$ 242,969	\$ 23,164	\$ 2,789	\$ 250				\$ 1,256	
2	Foundations/Trusts	\$ 320,500	\$ -										
3	Miscellaneous Revenue	\$ 5,102	\$ -										
4	Behavioral Wellness Funding	\$ 1,724,482	\$ 1,724,054	\$ 302,640	\$ 167,000	\$ 64,524	\$ 40,000	\$ 56,891	\$ 421,082	\$ 427,982	\$ 100,000	\$ 143,935	
5	Other Government Funding	\$ 158,000	\$ -										
6	Rental Income	\$ 117,097	\$ -										
7	Developer/Partnership Fee	\$ 61,940	\$ -										
8	Management / Administrative Fee	\$ 157,480	\$ -										
9	Other (specify)		\$ -										
10	Total Other Revenue	\$ 2,780,356	\$ 1,995,417	\$ 303,575	\$ 409,969	\$ 87,688	\$ 42,789	\$ 57,141	\$ 421,082	\$ 427,982	\$ 101,256	\$ 143,935	
I.B Client and Third Party Revenues:													
11	Client Fees	\$ 4,074	3,000					\$ 3,000					
12	SSI	\$ 70,000	141,578	\$ 70,152					\$ 12,000	\$ 12,000		\$ 47,426	
13	Other (specify)		-										
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)	74,074	144,578	70,152	-	-	-	3,000	12,000	12,000	-	47,426	
15	GROSS PROGRAM REVENUE BUDGET	2,854,430	2,139,995	373,727	409,969	87,688	42,789	60,141	433,082	439,982	101,256	191,361	

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III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Casa Juana Maria	Santa Barbara Consumer-Led Program (Recovery Learning Center)	Family Advocate	RLC Computer Lab	Mental Health First Aid	Alameda House	CH House	RLC Medi Cal	De La Vina
<b>III.A. Salaries and Benefits Object Level</b>											
16 Salaries (Complete Staffing Schedule)	1,669,075	\$ 1,065,356	\$ 208,378	\$ 194,958	\$ 51,201	\$ 12,855	\$ 15,392	\$ 235,674	\$ 235,674	\$ 45,960	\$ 65,264
17 Employee Benefits	402,344	\$ 258,857	\$ 52,095	\$ 45,733	\$ 12,800	\$ 3,528	\$ 4,618	\$ 58,919	\$ 58,919	\$ 9,192	\$ 13,053
18 Consultants		\$ 19,520				\$ 8,320	\$ 11,200				
19 Payroll Taxes		\$ -									
20 Salaries and Benefits Subtotal	\$ 2,071,419	\$ 1,343,733	\$ 260,473	\$ 240,691	\$ 64,001	\$ 24,703	\$ 31,210	\$ 294,593	\$ 294,593	\$ 55,152	\$ 78,317
<b>III.B Services and Supplies Object Level</b>											
21 Professional Fees	77,643	\$ 11,009	\$ 504	\$ 200	\$ 505		\$ 1,000	\$ 4,400	\$ 4,400		
22 Supplies	140,401	\$ 77,681	\$ 15,654	\$ 11,631	\$ 896	\$ 1,000	\$ 10,500	\$ 19,000	\$ 19,000		
23 Telephone	34,442	\$ 15,072	\$ 2,172	\$ 2,620	\$ 1,200	\$ 1,080		\$ 4,000	\$ 4,000		
24 Utilities		\$ -									
25 Facility Costs (Rent/Lease/Mortgage/Util)	328,992	\$ 276,988	\$ 39,717	\$ 93,118	\$ 9,300	\$ 9,300	\$ 6,450	\$ 42,000	\$ 48,000	\$ 29,103	
26 Repairs and Maintenance & Equip	166,022	\$ 12,400	\$ 1,000				\$ 1,200	\$ 3,600	\$ 3,600	\$ 3,000	
27 Printing/Publications	15,687	\$ 1,000					\$ 1,000				
28 Transportation and Travel	32,568	\$ 13,277	\$ 2,004	\$ 4,325	\$ 348		\$ 600	\$ 3,000	\$ 3,000		
29 Depreciation		\$ -									
30 Insurance	56,171	\$ 14,996	\$ 2,486			\$ 500		\$ 6,000	\$ 6,000		
31 Miscellaneous	7,393	\$ 88,924	\$ 504				\$ 336				\$ 88,084
32 Events/Social/Recreational	3,372	\$ 3,200		\$ 3,200							
33 Dues/Subscriptions/Affiliations/License/Fees	12,901	\$ 1,166	\$ 456	\$ 710							
34 Start Up Fees - Licensing	9,917	\$ -							\$ -		
35 Services and Supplies Subtotal	\$ 885,509	\$ 515,713	\$ 64,507	\$ 115,804	\$ 12,249	\$ 11,880	\$ 21,086	\$ 82,000	\$ 88,000	\$ 32,103	\$ 88,084
36 III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -									
37 SUBTOTAL DIRECT COSTS	\$ 2,956,928	\$ 1,859,446	\$ 324,980	\$ 356,495	\$ 76,250	\$ 36,583	\$ 52,296	\$ 376,593	\$ 382,593	\$ 87,255	\$ 166,401
<b>IV. INDIRECT COSTS</b>											
38 Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 280,549	\$ 48,747	\$ 53,474	\$ 11,438	\$ 6,206	\$ 7,845	\$ 56,489	\$ 57,389	\$ 14,001	\$ 24,960
39 GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 2,956,928	\$ 2,139,995	\$ 373,727	\$ 409,969	\$ 87,688	\$ 42,789	\$ 60,141	\$ 433,082	\$ 439,982	\$ 101,256	\$ 191,361

**Contributions solely cover costs in excess of contract maximum or costs not reimbursable under this contract**



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**SIGNATURE PAGE**

First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and **Mental Wellness Association in Santa Barbara County DBA as Mental Wellness Center.**

**IN WITNESS WHEREOF**, the parties have executed this Amendment to be effective on the date executed by County.

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
PETER ADAM  
CHAIR, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONTRACTOR:**

**Mental Wellness Association in Santa Barbara  
County DBA as Mental Wellness Center.**

By: \_\_\_\_\_  
Deputy Clerk  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, 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 MANAGEMENT

By: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Risk Management