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, number <u>BC 09-012</u>, by and between the County of Santa Barbara (County) and Mental Health Association in Santa Barbara County (Contractor), for the continued provision of Rehabilitation services to Adults with Mental Illness.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in July 2008, the First Amendment approved by the County Board of Supervisors in October 2008, except as modified by this Second Amended Contract.

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, <u>Designated Representative</u>, of the Agreement, and replace with the following:
 - 1. **DESIGNATED REPRESENTATIVE**: Assistant Director Administration (telephone 805.681.5220) is the representative of County and will administer this Agreement for and on behalf of County. Annmarie Cameron (telephone number 8058848440) is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.
 - 2. **NOTICES**. Whenever it shall become necessary for either party to serve notice on the other respecting the Agreement, such notice shall be in writing and shall be served by Registered or Certified Mail, Return Receipt Requested, addressed as follows:

A. To County: Director

Santa Barbara County

Alcohol, Drug, and Mental Health Services

300 N. San Antonio Road, Bldg. 3

Santa Barbara, CA 93110

To Contractor: Annmarie Cameron, Executive Director

Mental Health Association in Santa Barbara County

617 Garden St.

Santa Barbara, CA 93101

- B. Any such notice so mailed shall be deemed to have been served upon and received by the addressee five (5) days after deposit in the mail. Either party shall have the right to change the place or person to whom notice is to be sent by giving written notice to the other party of the change.
- II. Delete first paragraph of Exhibit A, Statement of Work, and replace with the following:

The following terms shall apply to all programs operated under this contract, included as Exhibits A-1 through A-4.

- III. Delete section 3, subsection A, <u>Service Level Reports</u>, of Exhibit A, Statement of Work, and replace with the following:
 - A. **SERVICE LEVEL REPORTS.** Contractor shall use the County MIS system to track required data elements. These data elements include: units of service, the number of clients admitted to the Program, unique clients served, total number of clients discharged and number of clients discharged to a lower/higher level of care, and provide summary reports from other Contractor data sources, as requested. For program described in Exhibit A-4, Contractor shall report to the County the number of participants per month no later than twenty (20) calendar days following the end of the month reported.
- IV. Delete section 4, <u>Performance</u>, of Exhibit A, Statement of Work, and replace with the following:
 - 4. **PERFORMANCE.** Contractor shall adhere to the County's ADMHS Model of Care¹, ADMHS Code of Conduct, ADMHS requirements, all relevant provisions of the California Code of Regulations Title 9, Chapter 14, all relevant provisions of the Mental Health Services Act (MHSA), and all relevant provisions of applicable law that are now in force or which may hereafter be in force.
- V. Delete Exhibit A-2 header and replace with the following:

Exhibit A-2
STATEMENT OF WORK
Casa Juana Maria – August 1, 2008 through June 30, 2009
Lyons House – August 1 through December 11, 2008

VI. Add Exhibit A-4, Statement of Work – Santa Barbara Consumer-Led Program.

-

¹ ADMHS Model of Care

AMENDMENT EXHIBIT A-4

Santa Barbara Consumer-Led Program January 1, 2009 to June 30, 2009

- 1. PROGRAM SUMMARY: The new Santa Barbara Consumer-Led Program (hereafter "the Program") provides a combination of wellness and recovery-oriented services to persons with mental illness and their families (hereafter "Participants"). The Program has been in transition since August 2008, during which time the Contractor was involved in a series of consumer-focused regional community forums, as described in Exhibit A-1. Through this input, the Program will evolve into a service designed and led by consumers and will be responsible for developing and supporting:
 - Peer-led wellness and recovery-oriented groups and trainings, as well as one-to-one peer support;
 - Assistance to persons with mental illness to develop social relationships and activities in the community;
 - · Connections among individuals living with mental illness;
 - Peer support competencies and leadership skills for those consumers interested in achieving these goals;
 - Family support activities, such as family support groups;
 - Resource information for community members, consumers, and families of individuals with mental illness, to increase understanding of mental illness and bolster the community's ability to support persons with mental illness.

The Program will be located at 617 Garden Street, Santa Barbara, California.

- 2. SERVICES. For the period of January 1 through June 30, 2009, Contractor will provide a Program that is client-designed and client-led. The Program will assure a comfortable, supportive, culturally competent approach through which Participants will receive peer support, participate in learning opportunities, social activities and meaningful interactions with others. In addition, Contractor will continue to collaborate with the County and selected Participants in the on-going development of the Program.
 - A. Contractor will provide intern placement opportunities for peer recovery staff trained through the MHSA Workforce Education and Training Program;
 - B. Contractor will provide mentoring, management and leadership opportunities for peer recovery staff and other interested Participants leading to enhanced involvement in Program oversight. Staff will offer assistance to Participants in developing Program proposals and outreach to consumers involved in the program planning process. The goal is to provide Participants with a respectful, receptive environment to bring their new ideas, and assistance in developing those proposals;
 - C. Contractor will provide activities designed to promote mental health recovery, social interaction and independence. These include programs in interpersonal relationships, effective communication and conflict resolution, accessing community resources (therapeutic, health, vocational, educational), and strengthening bonds with family, friends and significant others. Wellness Recovery Action Plan (WRAP) groups will be run

AMENDMENT EXHIBIT A-4

Santa Barbara Consumer-Led Program January 1, 2009 to June 30, 2009

on a regular basis by consumer staff and/or County staff. Contractor will offer oversight for Participant-prepared presentations;

- D. Program will function as a Participant-operated program with peer recovery staff and supervisors providing positive and inspirational role models for others;
- E. Contractor will collaborate with County and a Southern Santa Barbara County Peer Guidance Council in the on-going development of the Program. Monthly meetings of these parties will be held to foster the development of a consumer-run organization that can eventually assume the management of the Program, determine the recovery-oriented groups and activities to be developed, ensure that recovery-oriented groups and activities are developed or identified for the mono-lingual Spanish speaking Participants, support development of child care where needed to allow for Program participation, interview and select Participants who will lead groups or activities at the program, and develop incentives to encourage participation. Quarterly, the South County and North County Peer Guidance Councils shall meet to confer on Program design;
- F. Clients (volunteer or stipend) will lead groups focusing on various topics and activities, based on the interests and skills of the Participants. These groups, such as WRAP, peer support groups, benefits planning and career exploration, will provide a structured opportunity for Participants to learn new skills, interact with one another, and learn about the accessing of community resources. In particular, there will be an emphasis on bilingual presentations. Families will be referred to Partner's in Hope Family Partner's for services, and support groups. The Program will have a resource list available to family members;
- G. Participants will share in the upkeep of the physical location which serves as a "hub" for the overall Program;
- H. Contractor will work with the local community to obtain support for activities in the form of in-kind donations and financial support;
- Contractor will assist in creating an informational resource hub for community resources and activities, and will provide a resource list, in English and Spanish, that is available to participants.
- 3. **CLIENTS.** Contractor and County anticipate a minimum of fifty (50) unduplicated Participants per month during the first three months of the Program, growing to a minimum of one hundred (100) unduplicated Participants per month by June 30, 2009. The Participant population will be clients with SMI, and their families, and the Program will allow participation by clients at varying stages of recovery.
- 4. **HOURS.** The Center will be open from 10:00 a.m. to 4:00 p.m. Mondays, Wednesdays and Thursdays; and 10:00 a.m. to 7:00 p.m. Tuesdays. Additional activities of the Program are expected to occur outside of the Center hours.

AMENDMENT EXHIBIT A-4

Santa Barbara Consumer-Led Program January 1, 2009 to June 30, 2009

- 5. **STAFFING.** Contractor will employ an appropriate mix of FTE, part-time stipend and volunteer staff to provide Participant desired events and services.
 - A. For the period of January 1 through June 30, 2009 Contractor will employ 3.25 FTE, with a .75 FTE Site Program Manager, .5 FTE Programming and Training Manager, and 2.0 Resource Staff. At least .75 FTE will be Spanish-speaking bilingual.
 - B. Staff will have experience in leading client activities and demonstrate responsiveness to Participant issues and concerns.

6. PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES

- A. Contractor shall provide a written report to County on a monthly basis regarding Program progress toward accomplishment of program goals and objectives consistent with MHSA principles.
- B. Contractor shall work collaboratively with County to develop Program goals, performance outcomes, and measures.
- C. **Monitoring.** Contractor, in collaboration with the ADMHS Adult Division Chief and the MHSA Program Manager, shall develop regular meeting schedules and agenda content consistent with MHSA requirements.
- 7. **COMMUNITY SERVICES AND SUPPORTS.** Contractor agrees to adhere to the five key concepts of MHSA Community Services and Supports² (CSS) service delivery:
 - A. Community collaboration;
 - B. Cultural Competence to enable providers to work effectively in cross-cultural situations and employment of staff who represent the ethnicity and cultures of the Clients served;
 - C. A Client- and Family-Driven System of Care;
 - D. A focus on Wellness, including Recovery and Resilience:
 - E. Integrated Service experiences for Clients and families to help them avoid having to negotiate with multiple agencies and funding sources to meet their needs.

MHA BC 09-012 Consumer Ctr Am 2

² A Readers' Guide to Mental Health Services Act Community Services and Supports, Three-Year Program and Expenditure Plan Requirements, California Department of Mental Health, 8/16/05

VII. Delete Item II, <u>Maximum Contract Amount</u>, of Exhibit B, <u>Payment Arrangements</u>, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed \$700529 Dollars. The Maximum Contract Amount 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.

VIII. Delete Exhibit B-1, <u>Schedule of Rates and Contract Maximum</u>, and replace with the following:

Mental Health Association in Santa Barbara

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

PROGRAM Fellowship Club Casa Juana Maria Lyon's House Family Advocate Consumer-Led TOTAL Program Aug. 1, 2008 to Jan.1. 2008 to Jur Aug. 1 through Aug. 1 through Aug. 1 through Dec. 31, 2008 June 30, 2009 Dec.11, 2008 30, 2009 Jun. 30, 2009 DESCRIPTION/MODE/SERVICE FUNCTION: NUMBER OF UNITS PROJECTED (based on history): Outpatient - Placement/Brokerage (15/01-09) 151 60 40 34,495 Outpatient Mental Health Services (15/10-59) 130,219 51,854 Outpatient - Crisis Intervention (15/70-79) 35 14 SERVICE TYPE: M/C. NON M/C NON M/C M/C M/C M/C NON M/C UNIT REIMBURSEMENT cost minute minute minute cost COST PER UNIT/PROVISIONAL RATE: \$1.42 Outpatient - Placement/Brokerage (15/01-09) Outpatient Mental Health Services (15/10-59) \$1.83 \$2.73 Outpatient - Crisis Intervention (15/70-79) 315,948 \$ 128,892 \$ 68,033 GROSS COST: 210,434 132,050 \$855,357 LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet) PATIENT INSURANCE CONTRIBUTIONS 18,212 4,950 3,825 \$26,987 FOUNDATIONS/TRUSTS D 11.741 \$11.741 SPECIAL EVENTS 59.125 28.925 OTHER (LIST): Board & Care \$88.050 G OTHER (LIST): In-Kind MHA 27.050 \$27,050 OTHER (LIST): Membership Dues 1,000 \$1,000 77.337 TOTAL CONTRACTOR REVENUES 11 741 33 875 4 825 27 050 \$154 828 MAXIMUM CONTRACT AMOUNT: 198,693 \$ 238,611 \$ 95,017 63,208 \$ 105,000 700,529

	SOURCES OF FUNDING FOR MAXIMUM CONTRAC	CT AMO	UNT					
Α	MEDI-CAL/FFP			\$ 119,306	\$ 47,509	\$ 15,802		\$ 182,616
В	OTHER FEDERAL FUNDS							\$ -
С	REALIGNMENT/VLF FUNDS			\$ 119,306	\$ 47,509	\$ 15,802		\$ 182,616
D	STATE GENERAL FUNDS							\$ -
Е	COUNTY FUNDS	\$	198,693			\$ 31,604		\$ 230,297
F	HEALTHY FAMILIES							\$ -
G	TITLE 4E							\$ -
Н	AB 3632							\$ -
1	EPSDT							\$ -
J	FIRST 5 GRANT							\$ -
K	MHSA						\$ 105,000	\$ 105,000
L	OTHER (LIST):							\$ -
	TOTAL (SOURCES OF FUNDING)	\$	198,693	\$ 238,611	\$ 95,017	\$ 63,208	\$ 105,000	\$ 700,529

CONTRACTOR SIGNATURE:	
STAFF ANALYST SIGNATURE:	
FISCAL SERVICES SIGNATURE:	

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

CONTRACTOR NAME:

FISCAL YEAR: 2008-09

# 3M7	commens	1		2		3	4		5	6	7	8		9
	I. REVENUE	sources:	ORGA	AGENCY/ NIZATION DGET	Pf	NTY ADMHS ROGRAMS TOTALS	Enter PROGRAM NAME Fellowship Club 5/12	Con	er PROGRAM NAME se Juana Maria 11/12	PROGRAM Lyons House 4/12	 PROGRAM NAME ly Advocate 11/12	Enter PROGRAM NAME Fellowship Club 6/1:	NAME	PROGRAM Lyons House 1 days
1	Contributi	ons	\$	104,800	\$	26,987		\$	18,212	\$ 4,950	\$ 3,825			
	Foundatio		\$	36,356	\$	11,741	\$ 11,741							
3	Special E	vents			\$	-								
4	Legades/	Bequests			s									
5	Associate	d Organizations			\$									
6	Members	hip Dues	\$	1,000	5	1,000					\$ 1,000			
7	Sales of N	Materials			Ş									
8	Investmer	nt Income			s	-								
9	Miscellan	eous Revenue	\$	1,851	Ş	-								
10	ADMHS F	funding	\$	700,529	5	700,529	\$ 198,693	\$	238,611	\$ 87,276	\$ 63,208	\$ 105,000	5	7,741
11	Other Go	vernment Funding	\$	13,332	S	-								
12	MHA Con	tribution										\$ 27,050	1	
13	Rental Inc	come	5	90,160	S	-								
14	Board & 0	Care)	\$	151,500	5	88,050		\$	59,125	\$ 26,533			5	2,392
15	Other (sp	ecify)			S	-								
16	Other (sp	ecify)			S	-								
17	Other (sp	ecify)			Ş	-								
18		er Revenue nes 1 through 17)	\$	1,099,528	\$	828,307	\$ 210,434	\$	315,948	\$ 118,759	\$ 68,033	\$ 132,050	\$	10,133
	I.B Client	and Third Party Revenues:												
19	Medicare					-								
20	Client Fee	26				-								
21	Insurance					-								
22	SSI													
23	Other (sp					-								
24	(Sum of II	nt and Third Party Revenues nes 19 through 23)		-		-	-			-	-	-		-
25		PROGRAM REVENUE BUDGET nes 18 + 24)		1,099,528		828,307	210,434		315,948	118,759	68,033	132,050		10,133

# 34D	COLLEGE 1	2		3	4	П	5	6		7	8			9
5	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	PR	NTY ADMHS OGRAMS TOTALS	Enter PROGRAM NAME Fellowship Club 5/12		nter PROGRAM NAME see Juana Maria 11/12	r PROGRAM E Lyona House 4/12		PROGRAM NAME NILY Advocate 11/12	Enter PROGR NAME Fellowship Club		NAME L	PROGRAM yons House 1 days
26	Salaries (Complete Staffing Schedule)	639,348	\$	398,884	\$ 78,098	\$	163,973	\$ 59,626	\$	38,355	\$ 53,	500	\$	5,332
27	Employee Benefits	170,867	s	85,982	\$ 17,181	\$	36,073	\$ 13,117	\$	8,438	\$ 10,	000	\$	1,173
	Stipends										\$ 6,	000		
28	Consultants		\$											
29	Payroll Taxes		\$	-										
30	Personnel Costs Total (Sum of lines 26 through 29)	\$ 810,215	s	484,866	\$ 95,279	\$	200,046	\$ 72,743	\$	46,793	\$ 69,	500	\$	6,505
31	Professional Fees	13,800	\$											
32	Supplies	54,812	s	49,839	\$ 15,745	\$	18,333	\$ 8,000	\$	546	\$ 6,	500	5	715
33	Telephone	8,949	s	5,152	\$ 2,288	\$	1,738	\$ 632	\$	437	S	-	\$	57
34	Postage & Shipping	15,620	s	2,920	\$ 500)			\$	1,820	\$	600	S	-
35	Occupancy (Facility Lease/Rent/Costs)	232,859	s	113,477	\$ 48,870	\$	29,755	\$ 8,790	\$	3,276	\$ 22,	000	5	786
36	Rental/Maintenance Equipment	28,121	s	11,984	\$ 2,704	\$	5,500	\$ 3,386	\$	91			\$	303
37	Printing/Publications	17,541	s	4,471	\$ 1,250				\$	2,821	\$	400	S	-
38	Transportation	9,987	s	8,996	\$ 2,912	\$	4,270	\$ 830	5	910			\$	74
39	Conferences, Meetings, Etc	10,569	S	1,791	\$ 291						\$ 1,	500	S	-
40	Insurance	38,077	S	13,891	\$ 3,485	\$	2,086	\$ 3,965			\$ 4,	000	5	355
41	Social & Recreation	2,476	S	4,019	\$ 1,206	\$	1,155	\$ 420			\$ 1,	200	\$	38
42	Miscellaneous	6,142	s	1,182	\$ 832	2					\$	350	S	-
43	License	607	S	625		\$	407	\$ 200			\$	-	\$	18
44	NAMI	2,783	\$	-									S	-
45	Special Events	9,200	\$	-										
46	SUBTOTAL DIRECT COSTS	\$ 1,261,758	\$	703,213	\$ 175,362	\$	263,290	\$ 98,966	\$	56,694	\$ 106,	050	\$	8,851
	III. INDIRECT COSTS													
47	Administrative Indirect Costs	(162,230)	\$	145,144	\$ 35,072	\$	52,658	\$ 19,793	\$	11,339	\$ 26,	000	\$	1,282
48	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 1,099,528	\$	849,357	\$ 210,434	\$	315,948	\$ 118,759	\$	68,033	\$ 132,0)50	\$	10,133

SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Mental Health Association in Santa Barbara County.

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

COUNTY OF SANTA BARBARA By: __ Chair, Board of Supervisors Date: _____ ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD CONTRACTOR By: By: _____ Tax Id No 95-1962659. Deputy Date: _____ Date: _____ APPROVED AS TO FORM: APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, CPA DENNIS MARSHALL **AUDITOR-CONTROLLER** COUNTY COUNSEL By_____ By_____ Deputy County Counsel Deputy Date: ____ Date: APPROVED AS TO FORM: APPROVED AS TO INSURANCE FORM: ALCOHOL, DRUG, AND MENTAL HEALTH **RAY AROMATORIO** RISK PROGRAM ADMINISTRATOR **SERVICES** ANN DETRICK, PH.D. **DIRECTOR** By: _____ By_____ Director Date: Date: _____

CONTRACT SUMMARY PAGE

BC 09-012

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1.	Fiscal Year	08-09
D2.	Budget Unit Number	043
D3.	Requisition Number	N/A
D4.	Department Name	Alcohol, Drug, & Mental Health Services
D5.	Contact Person	Danielle Spahn
D6.	Telephone	(805) 681-5229
K1. K2. K3. K4. K5. K6.	Contract Type (check one):p Personal Service p Capital Brief Summary of Contract Description/Purpose	\$700529 8/1/2008

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	11/1/08	195354		565969	6/30/09	Extend residential programs, add funds
2	1/1/08	112741	700529	700529	6/30/09	Add funds for new program, extend Lyons

B1. B2.	Is this a Board Contract? (Yes/No) Number of Workers Displaced (if any)	
В2. В3.		
вз. В4.	Number of Competitive Bids (if any)	
В4. В5.	Lowest Bid Amount (if bid)	
ъэ.	If Board waived bids, show Agenda Date	
DC	and Agenda Item Number	
B6.	Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)	res
F1.	Encumbrance Transaction Code	
F2.	Current Year Encumbrance Amount	\$700529
F3.	Fund Number	0044
F4.	Department Number	043
F5.	Division Number (if applicable)	N/A
F6.	Account Number	7460
F7.	Cost Center number (if applicable)	4741
F8.	Payment Terms	Net 30
	\(\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
V1.	Vendor Numbers (A=Auditor; P=Purchasing) EID	
V2.	Payee/Contractor Name	
V3.	Mailing Address	617 Garden St
V4.	City, State (two-letter) Zip (include +4 if known)	Santa Barbara, CA 93101
V5.	Telephone Number	8058848440
V6.	Contractor's Federal Tax ID Number (EIN or SSN)	95-1962659
V7.	Contact Person	Annmarie Cameron Executive
V8.	Workers Comp Insurance Expiration Date	
V9.	Liability Insurance Expiration Date[s]	
V10.	Professional License Number	
V11.	Verified by (name of county staff)	Danielle Spahn
V12	Company Type (Check one): Individual ρ Sole Proprietorship ρ I	Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____Authorized Signature: _____