

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 07/17/2006
Department Name: Alcohol, Drug & Mental Health
Department No.: 043
Agenda Date: 08/01/2006
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: James L. Broderick, Ph.D., Director
Alcohol, Drug & Mental Health Services

STAFF CONTACT: Marianne Garrity, ADMHS Assistant Director, Administration
805-681-4092

SUBJECT: Aileen Kroll Contractor on Payroll Contract.

Recommendation(s):

That the Board of Supervisors:

- A. Approve and execute a professional services contract for Aileen Kroll, a Contractor on Payroll, acting as the Assistant to the Patient Rights Advocate, a mandated position. The contract amount is not to exceed \$54,760. The contract term is from July 1, 2006, through June 30, 2007.
- B. Authorize the Director of ADMHS to approve amendments to the proposed contract, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work and Visit.

Executive Summary and Discussion:

Aileen Kroll's position supports, assists, and advises the Patient Rights Advocate to provide services to mentally ill clients of Santa Barbara County. Ms. Kroll performs research and investigation of consumer complaints and participates in due process hearings such as involuntary detentions, conservatorships, and other legal matters required by law.

The Board is now requested to approve and execute the contract for Aileen Kroll, resulting in a contract amount not to exceed \$54,760. These funds will ensure mentally ill residents of Santa Barbara County continue to receive due process rights while in the Mental Health System.

The Alcohol, Drug and Mental Health Services (ADMHS) department has numerous contracts with service providers that have been approved by the Board of Supervisors as part of the ongoing contract list during Fiscal Year 2006-07 Budget Hearings. The Board authorized the CEO to execute the contracts on the ongoing list in order to expedite contract processing. Departments submit their list of ongoing contracts to the County Executive Office (CEO) well before providers can submit their final requests for funding increases or decreases and contract negotiations can take place. Therefore, in some cases, the final contract amounts may vary from the amounts included on the ongoing contract list. For FY 06-07, Aileen Kroll was included on the ongoing contracts list based on being a .5 FTE (\$40,500), however it was agreed to increase her hours to .75 FTE (\$54,760) resulting in her contract exceeding the 10% variance allowed. ADMHS requests the Board approve and execute the Aileen Kroll contract renewal with variance exceeding 10% of the amount approved in the ongoing contract list.

Aileen Kroll's increased service demand is indicative of the difficulty of recruiting quality staff to our area. In previous years utilizing the "Contractor on Payroll" strategy has successfully helped ADMHS meet the needs of a growing population. Increasing and extending the contract of Aileen Kroll is critical to meeting our Performance Measures and to meeting the needs of mentally ill residents in our County.

Performance and Outcome Measures:

As Ms. Kroll is a licensed attorney in the State of California, she is able to function as the legal representative for the clients involved in conservatorship hearings, which comprise more than 15% of the case load in the Patient's Rights Office. Also, she is responsible for the legal research necessary to address calls regarding evictions of clients, clients' rights violations, misdemeanor charges against clients, and other legal advice issues that comprise another 25% of the caseload in that office. Because of these efforts she has been able to avoid eviction of 60% of the clients who were given eviction notices and successfully relocate the other 40%, so that all of these clients remain eligible for future housing; also, she was able to intervene in and resolve 70% of the cases of clients' rights violations. Customer surveys have demonstrated a 90% customer satisfaction of the outcomes of these issues. This allows the Patient's Rights Advocate to concentrate on the more time-consuming research, investigations, negotiations, client contact and hearings that are necessary to fulfill the mandates of that office.

Mandates and Service Levels:

The Patient Rights office processes more than 200 referrals each month. Mental Health Patients Rights Advocacy services are mandated by the Welfare and Institutions Code, Section 5500, et seq.

Fiscal and Facilities Impacts:

The recommended action has no impact on the General Fund Contribution. The funding source for the Aileen Kroll contract is from a combination of Federal, State and Realignment funds. These funding sources are identified in the Adopted FY2006-07, Budget, Revenue LIA 3541, 5402, and 5404, in the Patients Rights/Administration Division, on page D-140.

These actions will not result in a need for any additional facilities.

Special Instructions:

Please send one (1) fully executed copy of the contract, signature page and endorsed minute order to:

Alcohol, Drug & Mental Health Services
ATTN: Jack Juntunen, Contracts Analyst
300 N. San Antonio Road
Santa Barbara, CA 93110

Concurrence:

County Counsel
Auditor-Controller
Risk Management

SECOND AMENDMENT 2006-2007

TO AGREEMENT FOR SERVICES OF CONTRACTOR ON PAYROLL

This is a second amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of a **CONTRACTOR ON PAYROLL**, number **BC 05-020**, by and between the **COUNTY of Santa Barbara (COUNTY)** and **Aileen Kroll (CONTRACTOR)**, for the continued provision of Mental Health Services.

Whereas, **COUNTY** intends to extend the term of the existing contract through Fiscal Year 06-07 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the **COUNTY** Board of Supervisors on July 12, 2005, and the First Amended Contract, approved by the **COUNTY** Executive Officer on June 16, 2006, 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 Item 1, TERM, of the Agreement and replace with the following:

1. **TERM. CONTRACTOR** shall commence performance on **July 1, 2006**, and end performance upon completion, but no later than **June 30, 2007**, unless otherwise directed by **COUNTY** or unless earlier terminated.

II. Delete Item 4A.,B. and C, COMPENSATION, of the Agreement and replace with the following:

4. COMPENSATION

- A. **COUNTY** shall pay **CONTRACTOR** for professional services performed pursuant to this Agreement, payable biweekly upon submission of a signed time card. Payments shall be subject to deductions, including withholding of State and Federal taxes, as required by law. In no event shall the total compensation package exceed the sum of **\$54760**, for salaries and allowances, except as provided in Clause 16, **AMENDMENTS**. The chart in Clause 4.C. indicates the maximum Contract-Subject-to-Retirement hours (hereafter called CSR) and Contract-Paid-Leave hours (hereafter called CPL) and the total compensation. Approximately **1,560 hours** of contracted service are to be provided by **CONTRACTOR**. Changes to clause 4.C. may only be made as indicated in Paragraph 15, **AMENDMENTS**. For the purposes of computing benefits, **CONTRACTOR** shall be considered a **.75 FTE CONTRACTOR** and eligible for the benefits allowed a Contractor-on-Payroll, paid leave, enrollment in County Retirement Plan 5B, and medical insurance premium reimbursement.
- B. **COUNTY** shall pay **CONTRACTOR** for approximately **60 hours** of services per **bi-weekly** pay period at a rate of **\$33.66** per hour.

SECOND AMENDMENT 2006-2007

C. TABLE FISCAL YEAR VALUES

FISCAL YEAR PERIOD	HOURLY RATE OF PAY	CSR HOURS (Contract-Subject to Retirement)	CPL HOURS (Contract-Paid-Leave)	TOTAL CSR & CPL COMPENSATION Paid via payroll	MEDICAL HEALTH INSURANCE PREMIUM REIMBURSEMENT Paid via accounts payable	Fiscal Year Total
7/1/06 – 6/30/07	\$ 33.66	1,386	174	\$ 52,510	\$2,250 (not a cash benefit)	\$ 54,760
TOTAL CONTRACT SALARY & COMPENSATION PAID TO CONTRACTOR						\$ 54,760

SECOND AMENDMENT 2006-2007

SIGNATURE PAGE

Second Amended Contract for Services of Contractor On Payroll between the County of Santa Barbara and **Aileen Kroll** for FY 2006-2007.

COUNTY OF SANTA BARBARA

By: _____
Chair, Board of Supervisors
Date: _____

CONTRACTOR:

By: _____
Tax ID No

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

By: _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____
Risk Program Administrator

SECOND AMENDMENT 2006-2007

CONTRACT SUMMARY PAGE

BC 05-020

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..... 06-07
 D2. Budget Unit Number 043
 D3. Requisition Number
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Jack Juntunen
 D6. Telephone..... (805) 681-4090

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Legal Consultant
 K3. Original Contract Amount 54,760
 K4. Contract Begin Date 7/01/06
 K5. Original Contract End Date 6/30/06
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/01/06	44,500	44,500	44,500	6/30/07	06-07 funding
2	7/01/06	54,760	54,760	54,760	6/30/07	Amend hours

B1. Is this a Board Contract? (Yes/No) Yes
 B2. Number of Workers Displaced (if any) N/A
 B3. Number of Competitive Bids (if any) N/A
 B4. Lowest Bid Amount (if bid) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number.....
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount..... 54,760
 F3. Fund Number..... 0044
 F4. Department Number 043
 F5. Division Number (if applicable)
 F6. Account Number 6177
 F7. Cost Center number (if applicable) 2120
 F8. Payment Terms

V1. Vendor Numbers (A=Auditor; P=Purchasing)
 V2. Payee/Contractor Name Aileen Kroll
 V3. Mailing Address 9002 McCloud Road
 V4. City, State (two-letter) Zip (include +4 if known) Ventura, CA 93004
 V5. Telephone Number 805-659-7107
 V6. Contractor's Federal Tax ID Number (EIN or SSN)
 V7. Contact Person Aileen Kroll
 V8. Workers Comp Insurance Expiration Date..... N/A
 V9. Liability Insurance Expiration Date[s] (G=Genl; N/A
 V10. Professional License Number.....
 V11. Verified by (name of county staff) Jack Juntunen
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership

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

Date: _____ Authorized Signature: _____