

THIRD AMENDMENT 2009-2010

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, number **BC 09-012**, 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 Third 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, and the Second Amendment approved by the County Board of Supervisors in January 2009, except as modified by this Third 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 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on July 1, 2009, and end performance upon completion, but no later than June 30, 2010, unless otherwise directed by County or unless earlier terminated.

II. Delete Item 35, Nonappropriation, from Agreement and replace with the following:

35. **NONAPPROPRIATION OF FUNDS.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify Contractor of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

III. Delete Section 5 from Exhibit A-4, Santa Barbara Consumer-Led Program and replace with the following:

5. **STAFFING.** Contractor will employ an appropriate mix of FTE, part-time stipend and volunteer staff to provide Participant desired events and services.
 - A. Contractor will employ 3.25 FTE under this contract, with a 0.75 FTE Site Program Manager, 0.5 FTE Programming and Training Manager, and 2.0 FTE Resource Staff.

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- B. Staff will have experience in leading client activities and demonstrate responsiveness to Participant issues and concerns.
- C. Forty percent (40%) of the staff hired to work in the Program shall be bilingual and bicultural.

IV. Add the following to Exhibit A-4, Santa Barbara Consumer-Led Program:

8. ADDITIONAL PROGRAM REQUIREMENTS.

A. Contractor shall adhere to the following principals:

- i. Cultural Competence. Adopting behaviors, attitudes and policies that enable providers to work effectively in cross-cultural situations.
- ii. Client and Family Driven System of Care. Clients and families of clients identify needs and preferences that result in the most effective services and support.
- iii. Community Collaboration. Individuals, families, agencies, and businesses work together for a shared vision.
- iv. Integrated Service Experiences. Services for clients and families are “seamless,” limiting the need for negotiating with multiple agencies and funding sources.
- v. Focus on Wellness. Includes recovery and resilience: people diagnosed with a mental illness are able to live, work, learn and participate fully in their communities.

B. Materials provided to the public must be printed in Spanish (second threshold language)

C. Services and programs offered in English must also be made available in Spanish

D. A measureable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities through Santa Barbara County, as applicable.

E. Contractor shall use the County MIS system to track the following:

- i. Number of clients served;
- ii. Number of unduplicated clients served;
- iii. Client age;

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- iv. Client zip code;
- v. Number of types of services, groups, or other services provided.

F. In addition to the information entered into the County MIS system, Contractor shall track the following:

- i. Number of clients served in which language (English/Spanish/Other);
- ii. Number of groups offered in which language (English/Spanish/Other).

V. Delete Item II, Maximum Contract Amount, from Exhibit B 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 **\$539257**. 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.

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VI. Delete Exhibit B-1, Schedule of Rates and replace with the following:

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

CONTRACTOR NAME: Mental Health Association in Santa Barbara FISCAL YEAR: 2009-2010

	PROGRAM			TOTAL
	Casa Juana Maria	Family Advocate	Santa Barbara Consumer-Led Program (Recovery Learning Center)	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):			
Outpatient - Placement/Brokerage (15/01-09)	2,008	516	-	2,524
Outpatient Mental Health Services (15/10-59)	105,735	27,972	-	133,707
Outpatient Crisis Intervention (15/70-79)	523	128	-	651
SERVICE TYPE: M/C, NON M/C	M/C	M/C	NON M/C	
UNIT REIMBURSEMENT	minute	minute	cost	
COST PER UNIT/PROVISIONAL RATE:				
Outpatient - Placement/Brokerage (15/01-09)			\$1.86	
Outpatient Mental Health Services (15/10-59)			\$2.41	
Outpatient Crisis Intervention (15/70-79)			\$3.58	

GROSS COST:	\$ 331,961	\$ 69,812	\$ 380,828	\$ 782,601
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)				
A PATIENT FEES				\$0
B PATIENT INSURANCE				\$0
C CONTRIBUTIONS	\$ 7,158	\$ 858	\$ 170,828	\$178,844
D FOUNDATIONS/TRUSTS				\$0
E SPECIAL EVENTS				\$0
F OTHER (LIST): BOARD & CARE	\$ 64,500			\$64,500
TOTAL CONTRACTOR REVENUES	\$ 71,658	\$ 858	\$ 170,828	\$243,344
MAXIMUM CONTRACT AMOUNT:	\$ 260,303	\$ 68,954	\$ 210,000	\$ 539,257

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
A MEDI-CAL/FFP	\$ 130,152	\$ 34,477		\$ 164,629
B OTHER FEDERAL FUNDS				\$ -
C REALIGNMENT/VLF FUNDS	\$ 130,152	\$ 34,477		\$ 164,629
D STATE GENERAL FUNDS				\$ -
E COUNTY FUNDS				\$ -
F HEALTHY FAMILIES				\$ -
G TITLE 4E				\$ -
H AB 3632				\$ -
I EPSDT				\$ -
J FIRST 5 GRANT				\$ -
K MHSA			\$ 210,000	\$ 210,000
L OTHER (LIST):				\$ -
TOTAL (SOURCES OF FUNDING)	\$ 260,303	\$ 68,954	\$ 210,000	\$ 539,257

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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VII. Insert Exhibit B-2, Contractor Budget Packet:

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet
Entity Budget By Program

AGENCY NAME: Mental Health Association In Santa Barbara Co

COUNTY FISCAL YEAR: 2009-10

Gray Shaded cells contain formulas, do not overwrite

LINE	COLUMN #	1	2	3	4	5	6
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Enter PROGRAM NAME Recovery Learning Center	Enter PROGRAM NAME Casa Juan Maria	Enter PROGRAM NAME Family Advocate
1	Contributions		\$ 300,000	\$ 178,844	\$ 170,828	\$ 7,158	\$ 858
2	Foundations/Trusts		\$ 250,000	\$ -			
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			\$ -			
11	Other Government Funding		\$ 539,255	\$ 539,257	\$ 210,000	\$ 260,303	\$ 68,954
12	Other Rental Income		\$ 110,000				
13	Other Board and Care		\$ 64,500	\$ 64,500		\$ 64,500	
14	Other GS Apt. Service Coord.		\$ 39,996	\$ -			
15	Miscellaneous Income		\$ 5,000	\$ -			
16	Reserve Transfer		\$ 74,970	\$ -			
17	Other (specify)			\$ -			
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 1,383,721	\$ 782,601	\$ 380,828	\$ 331,961	\$ 69,812
	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)		1,383,721	782,601	380,828	331,961	69,812

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LINE #	COLUMN #	1	2	3	4	5	6
		III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Enter PROGRAM NAME Recovery Learning Center	Enter PROGRAM NAME Casa Juan Maria	Enter PROGRAM NAME Family Advocate
26		Salaries (Complete Staffing Schedule)	642,816	\$ 359,984	\$ 160,244	\$ 164,940	\$ 34,800
27		Employee Benefits	125,232	\$ 91,404	\$ 36,076	\$ 41,604	\$ 11,724
28		Consultants		\$ -			
29		Payroll Taxes		\$ -			
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ 768,048	\$ 451,388	\$ 196,320	\$ 206,544	\$ 46,524
31		Professional Fees	65,004	\$ -			
32		Supplies	68,290	\$ 36,841	\$ 12,996	\$ 22,250	\$ 595
33		Telephone	16,076	\$ 8,300	\$ 4,572	\$ 3,252	\$ 476
34		Postage & Shipping	13,503	\$ 1,983			\$ 1,983
35		Occupancy (Facility Lease/Rent/Costs)	208,859	\$ 90,413	\$ 68,556	\$ 18,257	\$ 3,600
36		Rental/Maintenance Equipment	34,380	\$ 10,980	\$ 4,980	\$ 6,000	
37		Printing/Publications	23,078	\$ 3,878	\$ 804		\$ 3,074
38		Transportation	8,596	\$ 3,100	\$ 1,200	\$ 1,900	
39		Conferences, Meetings, Etc	60,000	\$ -			
40		Insurance	41,303	\$ 10,280	\$ 6,004	\$ 2,276	
41		Other Licenses & Affiliations & Dues	8,150	\$ 450		\$ 450	
42		Other training	6,700	\$ 3,500	\$ 3,000	\$ 500	
43		Other Miscellaneous	19,980	\$ 1,196	\$ 696	\$ 500	
44		Other Interest	38,754	\$ 14,004		\$ 14,004	
45		Other Social & Recreation	3,000	\$ 3,000	\$ 2,400	\$ 600	
46		SUBTOTAL DIRECT COSTS	\$ 1,383,721	\$ 638,313	\$ 305,528	\$ 276,533	\$ 56,252
		III. INDIRECT COSTS					
47		Administrative Indirect Costs		\$ 144,288	\$ 75,300	\$ 55,428	\$ 13,560
48		GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 1,383,721	\$ 782,601	\$ 380,828	\$ 331,961	\$ 69,812

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: _____
JOSEPH CENTENO
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

Contractor

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-1962659.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

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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 09-10
 D2. Budget Unit Number 043
 D3. Requisition Number.....
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person..... Erin Jeffery
 D6. Telephone (805) 681-5168

K1. Contract Type (check one): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose..... Rehabilitation services to Adults
 K3. Contract Amount \$539257
 K4. Contract Begin Date 7/1/2009
 K5. Original Contract End Date 6/30/2010
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/09			539257	6/30/10	Renew for 09-10

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 \$539257
 F3. Fund Number 0044
 F4. Department Number..... 043
 F5. Division Number (if applicable).....
 F6. Account Number..... 7460
 F7. Cost Center number (if applicable)..... 4741
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=891620
 V2. Payee/Contractor Name..... Mental Health Association in Santa
 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 4/1/2010
 V9. Liability Insurance Expiration Date[s] G=7/1/2009,P=7/1/2009
 V10. Professional License Number n/a
 V11. Verified by (name of county staff)..... Erin Jeffery
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: _____ Authorized Signature: _____