

AMENDMENT

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 **BC 09-016**, by and between the **County of Santa Barbara** (County) and **Transitions Mental Health Association** (Contractor), for the continued provision of Rehabilitation services in North County.

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 September 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 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-7.

II. Delete section 3, subsection A, Service Level Reports, 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 programs described in Exhibit A-6 and Exhibit A-7, 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.

III. Delete section 4, Performance, 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.

IV. Add Exhibit A-6, Statement of Work – Santa Maria Consumer-Led Program.

¹ [ADMHS Model of Care](#)

**AMENDMENT
EXHIBIT A-6
Santa Maria Consumer-Led Program
January 1, 2009 to June 30, 2009**

1. **PROGRAM SUMMARY: The Santa Maria 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 1112 S. Broadway, Santa Maria, 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

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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 client-operated program with peer recovery staff and supervisors providing positive and inspirational role models for others;
 - E. Contractor will collaborate with County and a Northern 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. Additionally, the Program will support and facilitate an Advisory Council to address local issues and to provide members to represent the Program at the Peer Guidance Council meetings. 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 Partners in Hope Family Partners 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;
 - I. 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 forty-eight (48) unduplicated Participants per month during the first three months of the Program, growing to a minimum of seventy-five (75) 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.

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4. **HOURS.** The Center will be open from 9:00 a.m. to 5:00 p.m. Tuesdays, Thursdays, and Fridays; and 10:00 a.m. to 6:00 p.m. Wednesdays. Additional activities of the Program are expected to occur outside of the Center hours.
5. **STAFFING.** Contractor will employ an appropriate mix of FTE, part-time stipend and volunteer staff to provide Participant desired events and services. In addition, Allan Hancock College Nursing Students will provide periodic health, nutrition and chronic disease education on site.
 - A. For the period of January 1 through June 30, 2009 Contractor will employ 2.28 FTE, with a 1.0 FTE Program Supervisor (peer position), .88 FTE Peer Support Leader and .4 FTE of a Program Manager to mentor Participants and coordinate on-site development and discussions leading to a client-designed Program model. At least .88 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;

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

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- 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.

**AMENDMENT
EXHIBIT A-7
Lompoc Consumer-Led Program
January 1, 2009 to June 30, 2009**

V. Add Exhibit A-7, Statement of Work – Lompoc Consumer-Led Program.

1. **PROGRAM SUMMARY.** The Lompoc 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 916 N. I St. Lompoc, CA.

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, the accessing of community resources

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(therapeutic, health, vocational, educational) and the strengthening of bonds with family, friends and significant others. WRAP groups will be run on a regular basis by consumer staff and/or County staff and Contractor will offer oversight for Participant-prepared presentations.

- D. Program will function as a client-operated program with peer recovery staff and supervisors providing positive and inspirational role models for others;
 - E. Contractor will collaborate with the County and a Northern 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 the 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 client participation. Additionally, the Program will support and facilitate the existing Advisory Council to address local issues and to provide members to represent the Program at the Peer Guidance Council meetings. Quarterly, the South County and North County Peer Guidance Councils shall meet to confer on Program design;
 - F. Participants (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 using available bilingual staff or volunteers from the County or the Partners in Hope programs;
 - G. Families will be referred to Partner's in Hope Family Partner for services, and support groups. The Program will have a resource list available to family members;
 - H. Participants will share in the upkeep of the physical location, which serves as a "hub" for the overall Program, via the current system as designed by the Consumer Advisory Council;
 - I. Contractor will work with the local community to obtain support for activities in the form of in-kind donations and financial support;
 - J. 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 thirty (30) unduplicated Participants per month during the first three months of the Program, growing to a minimum of sixty (60) unduplicated Participants per month by June 30, 2009. The Participant population will be

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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 9:00 a.m.–5:00 p.m. Tuesday, Wednesday, Friday, and 11:00 a.m.–5:00 p.m. on Thursday. Additional activities of the Program are expected to occur outside of the Center hours.
5. **STAFFING.** Contractor will employ an appropriate mix of FTE, part-time stipend and volunteer staff to provide Participant desired events and services. Program will be open to working cooperatively with Lompoc ACT and Lompoc ACT staff may provide some group leadership in instances where Lompoc ACT clients are in attendance. In addition, Public Health Department Nurses will provide regular health services on site.
 - A. For the period of January 1 through June 30, 2009 Contractor will employ 1.08 staff, including .88 FTE Program Supervisor (peer position) and .2 FTE Program Manager to mentor Participants and coordinate on-site development and governance. During situations when the primary staff is absent, depending on availability, contractor may choose to cover some of the program hours with volunteers or relief workers paid via incentive cards or stipends.
 - 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 Supports³ (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;

³ *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

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- 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.

AMENDMENT

VI. Delete Item II, Maximum Contract Amount, of Exhibit B, Payment Arrangements, 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 **\$810063** 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.

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

AMENDMENT

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

CONTRACTOR NAME: Transitions Mental Health Association FISCAL YEAR: 2008-09

	PROGRAMS							TOTAL
	Gatehouse Center*	Lompoc Drop-In Center	Homeless Services Clinician	Vida Nueva Santa Maria	Supported Housing North	Santa Maria Consumer-Led	Lompoc Consumer-Led	
	Aug. 1, 2008 to Dec. 31, 2008	Aug. 1, 2008 to Dec. 31, 2008	Aug. 1, 2008 to June 30, 2009	Aug. 1, 2008 to Oct. 31, 2008	Oct. 1, 2008 to Jun. 30, 2009	Jan. 1, 2009 to Jun. 30, 2009	Jan. 1, 2009 to Jun. 30, 2009	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):							
Outpatient - Placement/Brokerage (15/01-09)	84	-	159	326	658	-	-	1,227
Outpatient Mental Health Services (15/10-59)	25,322	-	36,902	75,851	152,976	-	-	291,050
Outpatient Crisis Intervention (15/70-79)	84	-	82	169	341	-	-	676
SERVICE TYPE: M/C, NON M/C	M/C	NON M/C	M/C	M/C	M/C	NON M/C	NON M/C	
UNIT REIMBURSEMENT	minute	minute	minute	minute	minute			
COST PER UNIT/PROVISIONAL RATE:								
Outpatient - Placement/Brokerage (15/01-09)	\$1.43							
Outpatient Mental Health Services (15/10-59)	\$1.85							
Outpatient Crisis Intervention (15/70-79)	\$2.76							

GROSS COST:	\$ 143,750	\$ 34,792	\$ 68,750	\$ 148,063	\$ 285,000	\$ 95,000	\$ 44,500	\$819,855
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LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)

A	PATIENT FEES							\$0
B	PATIENT INSURANCE							\$0
C	CONTRIBUTIONS							\$0
D	FOUNDATIONS/TRUSTS							\$0
E	SPECIAL EVENTS							\$0
F	OTHER (LIST): Rents				\$ 6,750			\$6,750
	OTHER (LIST): City of Lompoc		\$ 1,042				\$ 2,000	\$3,042
	TOTAL CONTRACTOR REVENUES	\$ -	\$ 1,042	\$ -	\$ 6,750	\$ -	\$ 2,000	\$9,792
	MAXIMUM CONTRACT AMOUNT:	\$ 143,750	\$ 33,750	\$ 68,750	\$ 141,313	\$ 285,000	\$ 95,000	\$ 810,063

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT

A	MEDI-CAL/FFP			\$ 34,375	\$ 70,657	\$ 128,250		\$ 233,282
B	OTHER FEDERAL FUNDS							\$ -
C	REALIGNMENT/VLF FUNDS			\$ 34,375	\$ 70,657	\$ 156,750		\$ 261,782
D	STATE GENERAL FUNDS							\$ -
E	COUNTY FUNDS	\$ 143,750	\$ 33,750					\$ 177,500
F	HEALTHY FAMILIES							\$ -
G	TITLE 4E							\$ -
H	AB 3632							\$ -
I	EPSDT							\$ -
J	FIRST 5 GRANT							\$ -
K	MHSA						\$ 95,000	\$ 42,500
L	OTHER (LIST):							\$ -
	TOTAL (SOURCES OF FUNDING)	\$ 143,750	\$ 33,750	\$ 68,750	\$ 141,313	\$ 285,000	\$ 95,000	\$ 810,063

*Contractor may continue to bill Medi-Cal to offset costs during program transition.

CONTRACTOR SIGNATURE: _____
 STAFF ANALYST SIGNATURE: _____
 FISCAL SERVICES SIGNATURE: _____

AMENDMENT

SIGNATURE PAGE

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

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: _____
Deputy
Date: _____

By: _____
Tax Id No 95-3509040.
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 09-016

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.....
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person..... Danielle Spahn
 D6. Telephone (805) 681-5229

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose..... Rehabilitation services in North
 K3. Contract Amount \$810063
 K4. Contract Begin Date 8/1/2008
 K5. Original Contract End Date 6/30/09
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	10/1/08	285000		285000	6/30/09	Add funds for new program
2	1/1/08	137500	810063	810063	6/30/09	Add funds for reconfigured program

B1. Is this a Board Contract? (*Yes/No*)..... True
 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*) Yes
 F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$810063
 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 = 697032
 V2. Payee/Contractor Name Transitions Mental Health
 V3. Mailing Address..... P.O. Box 15408.
 V4. City, State (two-letter) Zip (include +4 if known)..... San Luis Obispo, CA 93406
 V5. Telephone Number..... 8055415144
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*)..... 95-3509040
 V7. Contact Person..... Jill Bolster-White Executive Director
 V8. Workers Comp Insurance Expiration Date 7/1/2009
 V9. Liability Insurance Expiration Date[s] 7/1/2009
 V10. Professional License Number 000009144
 V11. Verified by (name of county staff)..... Danielle Spahn
 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: _____