

FIRST AMENDED
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the **AGREEMENT** for services of Independent Contractor, referenced as BC 20-028, by and between the County of Santa Barbara (County) and **Transitions – Mental Health Association** (Contractor), a California public benefit corporation, (hereafter First Amended Agreement), for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 20-028, on June 16, 2020 for the provision of mental health services for a total Maximum Contract Amount not to exceed \$2,670,927 for the period of July 1, 2020 through June 30, 2021;

WHEREAS, the County and Contractor wish to enter into this First Amended Agreement to add medication services and a registered nursing position to Exhibit A-3 Statement of Work: MHS Lompoc Assertive Community Treatment (ACT), relocate funds of \$51,000 from the Supportive Community Services – North Program, due to staff vacancies, to the Lompoc ACT Program, due to an increased need for services, and extend the Agreement term to July 7, 2021 for the limited and sole purpose of transferring administrative information to the County with no other services being delivered beyond June 30, 2021 and with no change to the total Maximum Contract Amount not to exceed \$2,670,927 for the period of July 1, 2020 through July 7, 2021; and

WHEREAS, the First Amended Agreement incorporates the terms and conditions set forth in the Agreement, approved by the Board of Supervisors on June 16, 2020, except as modified in this First Amended Agreement.

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

I. Delete Section 4 (Term) of the Standard Terms and Conditions and replace it with the following:

4. TERM.

- A.** For programs described in Exhibits A-2 (Partners in Hope), A-4 (Supportive Community Services North), A-5 (Client-Led Programs [Recovery Learning Centers]), and A-6 (Vocational Rehabilitation) of this Agreement, Contractor shall commence performance on **7/1/2020** and end performance upon completion, but no later than **6/30/2021** unless otherwise directed by County or unless earlier terminated.
- B.** For the program described in Exhibit A-3 (Lompoc Assertive Community Treatment [ACT]) of this Agreement, Contractor shall commence performance on **7/1/2020** and end performance upon completion, but no later than **7/7/2021** unless otherwise directed by County or unless earlier terminated.

1. From 7/1/2021 to 7/7/2021, Contractor's performance shall be limited to the transferring of administrative information to the County to facilitate a warm handoff to a new provider for County client's currently receiving Lompoc ACT Program services under Exhibit A-3 of this Agreement. There shall be no change to the Maximum Contract Amount reflected in Exhibits B and B-1 of this Agreement for services described in this Section 4.B.1.

II. Delete Subsection D of Section 7 Staffing Requirements of Exhibit A-3 Statement of Work: MHS Lompoc Assertive Community Treatment (ACT) and replace it with the following:

D. Contractor shall employ 11.07 FTE administrative and direct service staff as follows:

1. 0.46 FTE Clinical Director.
2. 1.0 FTE Team Leader and Administrator who is the clinical and administrative supervisor of the ACT Team. The Team Leader/Administrator shall be a Mental Health Professional, and shall have at least two years of direct experience treating adults with serious mental illness, including at least one year of program management or supervisory experience in a mental health setting and shall assist with direct care of clients.
3. 1.0 FTE Lead Clinician who shall be a Master's Level Mental Health Professional or a MHSW, to assist the Psychiatrist and Team Leader/Administrator to provide clinical leadership during Client Service Planning meetings, conduct psychosocial assessments, assume oversight of the more challenging Individual Treatment Team assignments and clients, assist with the provision of side-by-side supervision and work interchangeably with the lead Registered Nurse (County staff). The Lead Clinician will provide support and back-up to the Team Leader/Administrator in his or her absence.
4. 1.0 FTE Qualified Mental Health Workers (QMHSWs) with designated responsibility for the role of Vocational Specialist, who shall be at minimum QMHSWs with experience in providing individualized job development and supported employment on behalf of persons with physical or mental disabilities.
5. 2.0 FTE QMHSWs with designated responsibility for the role of Substance Abuse Specialist, who shall be at minimum QMHSWs, with experience providing substance abuse treatment interventions to persons with co-occurring psychiatric and addictions disorders.
6. 2.0 FTE Personal Service Coordinators who may be individuals who do not meet the qualifications of QMHSW, and may be classified as Mental Health Workers (MHSW).
7. 1.0 FTE Mental Health Specialists who are or have been recipients of mental health services for serious mental illness. Mental Health Specialists provide essential expertise and consultation to the entire team to promote a culture in which each client's subjective experiences, points of view and preferences are recognized, respected and integrated into all treatment, rehabilitation and support services.
8. 1.5 FTE Administrative Assistants who are responsible for coordinating, organizing, and monitoring all non-clinical operations of the Program, providing receptionist activities including triaging calls and coordinating communication between the ACT Team and clients.

9. 0.11 FTE Quality Assurance who is responsible for reviewing and training staff on County and Contractor policies and procedures. Will conduct periodic chart reviews, including Medi-Cal documentation, assessments, and client treatment plans. Will attend the monthly County Quality Improvement Committee (QIC) meetings.
10. 1.0 FTE Registered Nurse who work with the Team Leader/Administrator and Psychiatrist to ensure systematic coordination of medical treatment and the development, implementation, and fine-tuning of medication policies and procedures.
11. Contractor shall request County's approval prior to altering any of the staffing disciplines/specialties or number of staff.

III. Add Subsections E and F to Section 7 Staffing Requirements of Exhibit A-3 Statement of Work: MHS Lompoc Assertive Community Treatment (ACT) as follows:

- E. County shall staff the program with the following staff who, along with the Contractor's staff, will comprise the ACT Team. The County shall assume the responsibility for financial oversight and supervision for the following staff. County staff shall work in conjunction with Contractor staff to assure provision of seamless multi-disciplinary treatment, rehabilitation and support services.
 1. 0.8 FTE Psychiatrist or Psychiatrist Nurse Practitioner who works with the Team Leader/Administrator to oversee the clinical operations of the ACT Team, to provide clinical services to all ACT clients, to monitor each client's clinical status and response to treatment, to supervise staff delivery of services, to provide supervision in the community during routine and crisis interventions and to direct psychopharmacologic and medical treatment.
 2. 0.5 FTE Registered Nurse who work with the Team Leader/Administrator and Psychiatrist to ensure systematic coordination of medical treatment and the development, implementation, and fine-tuning of medication policies and procedures.
 3. 2.0 FTE Licensed Psychiatric Technicians who work with the Psychiatrist and the Registered Nurse to ensure proper medication monitoring, timely medication refills, and the development and implementation of medication policies and procedures.
- F. Contractor shall request County's approval prior to altering any of the staffing disciplines/specialties or number of staff.

IV. Add Subsection G.8 to Section 9 Services of Exhibit A-3 Statement of Work: MHS Lompoc Assertive Community Treatment (ACT):

8. **Medication Support Services.** Medication support services are services that include prescribing, administering, dispensing and monitoring psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness, as defined in 9 C.C.R. Section 1810.225. Service activities may include, but are not limited to, evaluation of the need for medication; evaluation of clinical effectiveness and side effects; the obtaining of informed consent; instruction in the use, risks and benefits of and alternatives for medication; and collateral and plan development related to the delivery of the service and/or assessment of the client.

V. Delete Exhibit B-1 Schedule of Rates and Contract Maximum in its entirety and replace it with the following:

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in A-2-A-6)

EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM						
CONTRACTOR NAME:			Transitions Mental Health Association			FISCAL YEAR: 2020-2021
Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate **
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.58
			Collateral	Minutes	10	\$3.33
			*MHS- Assessment	Minutes	30	\$3.33
			MHS - Plan Development	Minutes	31	\$3.33
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	\$3.33
			MHS - Rehab (Individual, Group)	Minutes	41, 51	\$3.33
			Medication Support and Training	Minutes	61, 62	\$6.15
			Crisis Intervention	Minutes	70	\$4.95
Non - Medi-Cal Billable Services	Support Services	60	Client Housing Support	N/A	70	Actual Cost
			Client Flexible Support	N/A	72	Actual Cost
			Other Non Medi-Cal Client	N/A	78	Actual Cost
PROGRAM						
	Partners in Hope	Lompoc ACT	Supported Community Services	Consumer-Led (SM and LM)	Vocational Rehab	TOTAL
GROSS COST:	\$ 119,017	\$ 1,161,337	\$ 995,763	\$ 408,728	\$ 74,000	\$2,758,845
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
Other (LIST):Sales						\$ -
OTHER (LIST): Foundations and Trusts			\$ 6,000	\$ 10,418	\$ 71,500	\$ 87,918
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ 6,000	\$ 10,418	\$ 71,500	\$87,918
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 119,017	\$ 1,161,337	\$ 989,763	\$ 398,310	\$ 2,500	\$ 2,670,927
SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)		\$ 942,309	\$ 890,787			\$ 1,833,096
NON-MEDI-CAL	\$ 119,017			\$ 398,310	\$ 2,500	\$ 519,827
SUBSIDY		\$ 219,028	\$ 98,976			\$ 318,004
OTHER (LIST):						\$ -
TOTAL (SOURCES OF FUNDING)	\$ 119,017	\$ 1,161,337	\$ 989,763	\$ 398,310	\$ 2,500	\$ 2,670,927
CONTRACTOR SIGNATURE:						
FISCAL SERVICES SIGNATURE:						
<p>(1) Additional services may be provided if authorized by the Director of the Department of Behavioral Wellness or designee. The authorization of additional services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.</p> <p>(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.</p> <p>(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.</p> <p>* 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. Interns/Trainees who have graduated and are in the 90-day period prior to obtaining their associate number are eligible to provide assessment and therapy services if a Livescan is provided by the Contractor for the Intern/Trainee.</p> <p>**Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.</p>						

VI. Delete Exhibit B-2 Entity Budget by Program in its entirety and replace it with the following:

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM**

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Transitions-Mental Health Association

COUNTY FISCAL YEAR: 2020-21

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7	8
I. REVENUE SOURCES:			TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Partners in Hope	Lompoc ACT	Supported Community Services	Santa Maria and Lompoc Consumer- Led (RLC)	Vocational Rehabilitation
1	Contributions		\$ -	\$ -					
2	Foundations/Trusts		\$ 549,808	\$ 6,000			\$ 6,000	\$ -	
3	Miscellaneous Revenue		\$ -	\$ -					
4	Behavioral Wellness Funding		\$ 2,788,032	\$ 2,670,927	\$ 119,017	\$ 1,110,337	\$ 1,040,763	\$ 398,310	\$ 2,500
5	Other Government Funding		\$ 7,738,345	\$ 10,418				\$ 10,418	
6	Other: Dept of Rehab		\$ 310,187	\$ 71,500					\$ 71,500
7	Other: Sales		\$ 526,121	\$ -					
8	Other: Rents		\$ 970,349	\$ -					
9	Other: AFDC		\$ 855,000	\$ -					
10	Total Other Revenue		\$ 13,737,842	\$ 2,758,845	\$ 119,017	\$ 1,110,337	\$ 1,046,763	\$ 408,728	\$ 74,000
I.B Client and Third Party Revenues:									
11	Client Fees			\$ -					
12	SSI			\$ -					
13	Other (specify)			\$ -					
14	Total Client and Third Party Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 13,737,842	\$ 2,758,845	\$ 119,017	\$ 1,110,337	\$ 1,046,763	\$ 408,728	\$ 74,000

EXHIBIT B-2
ENTITY BUDGET BY PROGRAM

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program

AGENCY NAME: Transitions-Mental Health Association

COUNTY FISCAL YEAR: 2020-21

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12	SSI			-						
13	Other (specify)			-						
14	Total Client and Third Party Revenues		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
15	GROSS PROGRAM REVENUE BUDGET		\$ 13,737,842	\$ 2,758,845	\$ 119,017	\$ 1,110,337	\$ 1,046,763	\$ 408,728	\$ 74,000	

- VII.** This First Amended Agreement incorporates the terms and conditions set forth in the Agreement, approved by the Board of Supervisors on June 16, 2020, except as modified in this First Amended Agreement. **All other terms and conditions remain in full force and effect.**

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SIGNATURE PAGE

First Amendment to the 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 First Amendment to the Agreement for Services of Independent Contractor to be effective on the date executed by the County.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

TRANSITIONS – MENTAL HEALTH ASSOCIATION

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

PAMELA FISHER, PSY.D.,
ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager