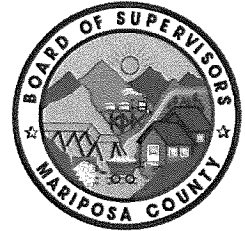


MARIPOSA COUNTY

HHS/Behavioral Health & Recovery Services • (209) 966-2000



RESOLUTION - ACTION REQUESTED 2021-440

MEETING: July 27, 2021
TO: The Board of Supervisors
FROM: Shannon Gadd, Health and Human Services Agency Director
RE: First Amendment to Agreement with American Indian Council

RECOMMENDATION AND JUSTIFICATION:

Approve First Amendment to Agreement with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center, Increasing the Amount by \$25,000 to a New Amount Not to Exceed \$155,042.30; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Mariposa County Health and Human Services Agency (HHS) renewed the sub-contract with the American Indian Council of Mariposa to provide mental health services for local American Indians via the Mi Wu Mati Healing Center. The contract provides \$40,000 for the purchase of a vehicle, funding for a part-time mental health clinician and a receptionist to serve clients in Fiscal Year 2020-2021. During this fiscal year, the state Department of Health Care Services (DHCS) increased our allocation to provide more services at Mi Wu Mati than initially planned; therefore, HHS is requesting a First Amendment to increase the not to exceed amount by \$25,000 and to specify additional Outreach Coordinator and Contractor Counseling services in Exhibit B of the Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The most recent agreement was approved by the Board on January 5, 2021, Resolution No. 2021-6.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

If this contract is not approved, the unique and reliable services of this facility would not be available to assist our local Native American population with mental health services.

FINANCIAL IMPACT:

The continuation of the Mental Health Block Grant to operate the Mi Wu Mati Healing Center was anticipated in the fiscal year 2020-2021 budget. This agreement is not to exceed \$155,042.30. This cost of this agreement with American Indian Council of Mariposa will be reimbursed with grant funds, and there will be no impact on the County General Fund.

ATTACHMENTS:

First Amendment - AIC Agreement 2021v2 (PDF)
First Amendment - AIC Agreement 2021 Exhibit A (PDF)
First Amendment - Exhibit B AIC 2021 (PDF)
AIC Agreement 2021 - Wsignatures Res #2021-6 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Wayne Forsythe, District IV Supervisor
SECONDER: Miles Menetrey, District V Supervisor
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES

THIS FIRST AMENDMENT TO AGREEMENT FOR COUNSELING SERVICES, is made and entered into this 27th day of July 20 21, by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as “**County**,” and American Indian Council, hereinafter referred to as “**Contractor**.”

WHEREAS, **County** and **Contractor** have heretofore entered into an Agreement dated January 5, 2021, wherein **Contractor** agreed to provide counseling services; and

WHEREAS, **County** and **Contractor** desire to amend said Agreement to change the scope of work and compensation to be provided to **Contractor**;

NOW THEREFORE, the parties hereto in consideration of the mutual covenants herein recited, hereby agree as follows:

1. Paragraph 2, “COMPENSATION,” is hereby amended to provide that an additional \$25,000 will be added to the original amount of \$130,042.30, making the total compensation paid to **Contractor** the not to exceed amount of \$155,042.30.
2. Exhibit B, “COST PROPOSAL,” is hereby amended to include *Outreach Coordinator Salary 520 hrs x \$20/hr: \$10,400* and *Contractor Counseling Fee (Sharon Whitefawn): \$14,600*.
3. Paragraph 3, “SCOPE OF WORK” and Exhibit A are hereby amended to provide that **Contractor** agrees to provide the following additional services: outreach coordination and professional counseling.

Except as herein amended, the Agreement dated January 5, 2021 shall remain in full force and effect.

The Agreement, as hereby amended, is ratified and continued. All provisions, terms, covenants, conditions and promises contained in this Agreement not amended herein shall remain in full force and effect. This Amendment is effective retroactive to June 30, 2021. The parties shall treat the Agreement as if it had been in full force and effect continuously since June 30, 2021, without there having been any interruption of the Agreement whatsoever.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on the date first above written.

60184P11F
COUNTY OF MARIPOSA

Marshall Long

ZorroSign

Marshall Long, Chair
Board of Supervisors

COUNTERSIGNED:

(~~G~~overnment Code §25103)

Rene LaRoche

ZorroSign

Rene LaRoche
Clerk of the Board

60184P11F
CONTRACTOR

Tara Fouch Moore

ZorroSign

Tara Fouch-Moore
Secretary, Miwuk Tribal Council

APPROVED AS TO FORM:

55BCB49A365

Steven W. Dahlem

ZorroSign

Steven W. Dahlem
County Counsel

First Amendment - Exhibit A
SCOPE OF WORK

I. INTRODUCTION/BACKGROUND

American Indian Council operates a mental health and substance abuse program for adults, children and adolescents at the Mi Wu Mati Healing Center.

Mi Wu Mati Healing Center is a specially designed American Indian mental health program aimed at treating local American Indians within the context and value system of their cultural beliefs. Services include individual and family counseling, crisis counseling, support groups, community education and activities aimed at enhancing and promoting cultural ways through teaching traditional classes in Native American arts, crafts and plant recognition.

Mariposa County Health and Human Services Agency (County) will contract with American Indian Council for services provided by Mi Wu Mati and provide administrative oversight of the Healing Center. Services will include outreach coordination activities with the local community and professional counseling.

II. TECHNICAL REQUIREMENTS

The following services will be performed by American Indian Council through Mi Wu Mati Healing Center to meet demands mentioned in Expected Outcomes listed below.

- Function as an outpatient mental health counseling service to children and adults with serious emotional problems from the Native American community.
- Provide outreach to 6-12 graders for afterschool pro social, prevention, harm reduction activities.
- Retain a licensed mental health counselor to Provide individual, family, group and crisis counseling services during regular business hours
- Offer planned community outreach, specifically American Indian cultural based psycho-educational group services for children and adults
 - Hire and train an activities coordinator
 - Purchase a vehicle (\$40,000) to assist in client access to activities, assist elderly to get to services, do services in the community. Increase access to Whhoga (traditional tribal village) for healing culturally significant activities and ceremonies.

County will perform the following tasks to meet demands mentioned in Expected Outcomes listed below.

- Provide Mi-Wu Mati access to after-hours crisis services
- Support activities provided by Mi Wu Mati, such as promotion of wellness and educational opportunities for Native American youth

III. EXPECTED OUTCOMES

The continuation of service viability in the community as evidenced by increased participation by local American Indians in Mi Wu Mati sponsored activities and counseling.

Estimated Community Intervention/Education hours: 1,000

Projected Number of Clients to be Served Annually:

	AGE	#Served
Severely Mentally Ill	18-64	7
	65 & Over	7
Severely Mentally Ill Sessions	18-64	295
	65 & Over	133
Severely Emotionally Disturbed Unduplicated	0-17	3
Severely Emotionally Disturbed Sessions	0-17	84
Adult Dual Diagnosis Sessions		4
Youth Dual Diagnosis Sessions		1
Prevention Group Activities		52
Prevention Participants		1040

IV. DELIVERABLES/SCHEDULE

- Mi Wu Mati agrees to provide Monthly data reports to County
- Mi Wu Mati agrees to provide annual data reports to County. Annual reports must be sent by Mi Wu Mati to County no later than the 10th of January. Reports will be submitted and contain information for the period consistent with this agreement.

- Mi Wu Mati agrees to provide monthly fiscal reports/invoices to County for the purpose of reimbursement, no later than the 10th of the month for the previous month (i.e., submit October monthly fiscal report by November 10th).

V. APPLICABLE DOCUMENTS

Please see **Mental Health Block Grant Renewal Notice**.

VI. MONITORING THE PROGRESS

American Indian Council and Mariposa County Health and Human Services Agency agree that the performance of work will be monitored during the life of the agreement as follows:

1. Formal meetings between Mi Wu Mati and County representatives will be held Monthly to monitor progress, discuss information in interim reports, and ensure compliance.
2. Prior to payment, County will review invoices and monthly reports for compliance with statement of work.

VII. HIPAA COMPLIANCE

American Indian Council agrees to the extent required by 42 U.S.C. 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), to comply with applicable requirements of law and subsequent amendments relating to protected health information, as well as any task or activity American Indian Council performs on behalf of County, to the extent County would be required to comply with such requirements.

First Amendment - Exhibit B

COST PROPOSAL

Amount to be paid to Contractor - \$155,042.30

The contractor may choose to purchase a vehicle to assist in providing services. The contractor will be allowed \$40,000 maximum reimbursement for the vehicle. The contractor must submit a separate invoice for approval that includes backup supporting the purchase price of the vehicle. Upon approval, the County will reimburse contractor up to \$40,000 for the vehicle purchase.

Additional fees include the following:

Fees	Cost
Outreach Coordinator Salary (520 hrs x \$20/hr)	\$10,400.00
Contractor Counseling (Sharon Whitefawn)	\$14,600.00

The contractor will be paid \$90,042.30 in 12 monthly payments of \$7,503.52.