

**Attachment B –
Family Service Agency
FY 2023-27 Second Amendment,
Executed**



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

June 10, 2025

Present: 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 25-00508

RE: Consider recommendations regarding a Second Amendment to the Services Agreement with Family Service Agency (FSA) of Santa Barbara County for Alcohol and Drug Program and Mental Health Services for Fiscal Years (FYs) 2023-2027, as follows:

a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with FSA of Santa Barbara County (a local vendor) (Board Contract [BC] No. 23-125) to update certain standard terms and federal award identification information in compliance with state and federal requirements; terminate the Intensive In-Home Services and Pathways to Well-Being (CWS Katie A) Mental Health Services Programs, effective June 30, 2025; update documentation, discharge, and staffing requirements to the Managed Care Mental Health/Brief Therapy Services Program; add the Buellton Union and Goleta Union School Districts as recipients of services of, and update client and program capacity and staffing requirements to, the School Based Mental Health Services Program, as well as terminate program services, effective June 30, 2026; terminate the Wellness Promotion for Seniors Program, effective June 30, 2026; update program budget and service type requirements; and reduce the contract amount by \$3,519,782.00 for a revised, total maximum contract amount not to exceed \$8,441,138.00, inclusive of \$632,000.00 in Alcohol and Drug Program funding (\$158,000.00 per FY) and \$7,809,138.00 in Mental Health funding (\$2,832,230.00 for FY 2023-2024, \$3,084,245.00 for FY 2024-2025, \$1,585,273.00 for FY 2025-2026, and \$307,390.00 for FY 2026-2027), with no change to the contract term of July 1, 2023 through June 30, 2027:

i) Approve, ratify, and authorize the Director of the Department of Behavioral Wellness' issuance of a Notice of Intent to Partially Terminate Agreement;

ii) Approve and authorize the Director of Behavioral Wellness' issuance of a Notice of Partial Termination of Agreement; and

iii) Approve and authorize the Director of the Department of Behavioral Wellness or designee to take actions necessary for the wind-down of the Agreement in relevant part, subject to the Board's ability to rescind this delegated authority at any time; and

b) Determine that the above-recommended actions are not a project that is subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA



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Guidelines Section 15378(b)(4)(5), finding that actions are governmental funding mechanisms and/or fiscal activities that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Nelson, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) i) through iii) Approved, ratified and authorized; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**BOARD OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

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

Submitted on:
(COB Stamp)

Department Name: Behavioral Wellness
Department No.: 043
Agenda Date: June 10, 2025
Placement: Administrative Agenda
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Director: Antonette Navarro, LMFT, Director
Department of Behavioral Wellness
Contact Info: Katie Cohen, Psy.D., Assistant Director of Clinical Operations
Department of Behavioral Wellness
SUBJECT: Second Amendment to the Services Agreement with Family Service Agency of Santa Barbara County for Alcohol and Drug Program and Mental Health Services for Fiscal Year 2023-27

Initial

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with **Family Service Agency of Santa Barbara County (FSA)** (a local vendor) (**BC 23-125**) to update certain standard terms and federal award identification information in compliance with state and federal requirements; terminate the Intensive In-Home Services and Pathways to Well-Being (CWS Katie A) Mental Health Services Programs, effective June 30, 2025; update documentation, discharge, and staffing requirements to the Managed Care Mental Health/Brief Therapy Services Program; add the Buellton Union and Goleta Union School Districts as recipients of services of, and update client and program capacity and staffing requirements to, the School Based Mental Health Services Program, as well as terminate program services, effective June 30, 2026; terminate the Wellness Promotion for Seniors Program, effective June 30, 2026; update program budget and service type requirements; and reduce the contract amount by \$3,519,782 for a revised, total maximum contract amount not to exceed **\$8,441,138**, inclusive of \$632,000 in Alcohol and Drug Program funding (\$158,000 per fiscal year [FY]) and \$7,809,138 in Mental Health funding (\$2,832,230 for FY 2023-24, \$3,084,245 for FY 2024-25, \$1,585,273 for FY 2025-26,

and \$307,390 for FY 2026-27), with no change to the contract term of July 1, 2023 through June 30, 2027;

- a. Approve, ratify, and authorize the Director of the Department of Behavioral Wellness' issuance of a Notice of Intent to Partially Terminate Agreement (Attachment D);
 - b. Approve and authorize the Director of Behavioral Wellness' issuance of a Notice of Partial Termination of Agreement (Attachment E);
 - c. Approve and authorize the Director of the Department of Behavioral Wellness or designee to take actions necessary for the wind-down of the Agreement in relevant part, subject to the Board's ability to rescind this delegated authority at any time; and
- b) Determine that the above-recommended actions are not a project that is subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378(b)(4)(5), finding that actions are governmental funding mechanisms and/or fiscal activities that will not result in direct or indirect physical changes in the environment.

Summary Text:

These items are on the agenda to request the Board of Supervisors approval to execute a Second Amendment to the Agreement for Services with Family Service Agency (FSA) , to update certain standard terms and federal award identification information, and update program budget and service type requirements. Additionally, this Amendment requests to terminate the Intensive In-Home Service, and Pathways to Well-Being (CWS Katie A) Mental Health Services programs, ending June 30, 2025 by request of the Contractor. Additional Programs, Managed Care Mental Health/Brief Therapy Services, and Wellness Promotion for Seniors are being requested to terminate as of June 30, 2026 due to the ending of MHSA funding under Proposition 1. This Amendment also requests to add the Buellton and Goleta Union School Districts, and add 1.11 full-time employee (FTE) staffing to the School-Based Mental Health Services Program, as well as updates to the Managed Care Mental Health/Brief Therapy Services Program to include an additional 0.78 FTE staffing and updated Documentation and Discharge processes in alignment with use of BWell's electronic healthcare management system, SmartCare. This Amendment also reduces the total maximum contract amount by \$3,519,782, for a revised total maximum contract amount of **\$8,441,138**, with no change to the contract term of July 1, 2023 through June 30, 2027.

Discussion:

FSA provides mental health services and substance use prevention to children, youth, and adults via several programs throughout Santa Barbara County. The Notice of Intent to Partially Terminate as well as Notice of Partial Termination to the Agreement with FSA for FY 2023-27 is being requested to end services for the Intensive In-Home Services and Pathways to Well-Being (CWS Katie A) Mental Health Services Programs effective June 30, 2025. These programs' terminations were requested by the Contractor in light of budget reevaluations. Clients of the affected programs will continue to be treated by BWell via internal processes as well as other BWell contractors. Additionally, this Second Amendment requests to add Buellton Union and Goleta Union School Districts to the School Based Mental Health Services Program, and increase the staffing by 1.11 FTE. These program additions will allow FSA to broaden their service area for necessary children's mental health services to students within the county. Due to the passing of Proposition 1 in March 2024, programs with MHSA funding will require termination effective June 30, 2026. This Amendment requests for the School-Based Mental Health Services Program and the Wellness for Seniors Program to terminate effective June 30, 2026 in alignment with the ending of MHSA funding, and the adoption of the now Behavioral

Health Services Act (BHSA), effective July 1, 2026. These programs will be reviewed for eligibility under the new terms and conditions of the BHSA funding and evaluated for future funding.

Background:

BWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, in part, through contracted providers including community-based organizations. FSA provides mental health services to children, youth, and adults in several programs throughout Santa Barbara County, including Carpinteria Unified School District, Hope Elementary School District, Lompoc Unified School District, and Santa Barbara Unified School District. Programs include Intensive In-Home; Managed Care Mental Health/Brief Therapy; School-Based Counseling; Support, Treatment, Advocacy, and Referral Team (START); and Pathways to Well-Being (formerly known as Helping Others Parent Effectively (HOPE)).

On August 29, 2023, the Board of Supervisors approved to terminate FSA's FY 2021-24 contract to align with statewide California Advancing and Innovating Medi-Cal (CalAIM) reforms effective July 1, 2023, and BWell's release of six Request for Proposals for various ADP substance use disorder (SUD) services, including Primary Prevention services, in October 2022. Simultaneously, the Board of Supervisors approved to enter into Agreement for Services for Independent Contractor with FSA (BC 23-125), for the provision of children and adults' mental health services and substance use prevention services, for a total maximum contract amount not to exceed **\$11,960,920**, inclusive of \$632,000 in ADP funding (\$158,000 per fiscal year) and \$11,328,920 in Mental Health funding (\$2,832,230 per fiscal year), for the period of July 1, 2023 through June 30, 2027. The FY 2023–27 Agreement included a new program funded by the Mental Health Services Act: Wellness Promotion for Seniors. FSA was selected to provide countywide Primary Prevention services through the Strengthening Families program for FY 2023-27, funded by Substance Abuse Prevention and Treatment Block Grant funds.

On June 18, 2024, the Board of Supervisors approved the First Amendment to the FY 2023–27 Agreement, which added contingency payment and contingency cost settlement provisions and incorporated changes for Medicare practitioner billing and State rate changes, with no change to the maximum contract amount.

In March 2024, California passed Proposition 1, which includes the Behavioral Health Services Act (BHSA), to support Californians living with the most significant mental health needs. The passing of this Proposition updates the existing Mental Health Services Act (MHSA) of 2004 and how funding is allocated. Programs funded through MHSA will terminate June 30, 2026 in anticipation of the new fee-for-service funding structure effective July 1, 2026 under the new BHSA Program.

BWell now requests the Board of Supervisors' approval for the Second Amendment, to update certain standard terms and federal award identification information in compliance with State and federal requirements to the Agreement of Services for the FY 2023-27 with FSA. Additionally, BWell requests to terminate the Intensive In-Home Services Program and the Pathways to Well-Being (CWS Katie A) Mental Health Services Program, effective June 30, 2025 per Contractor request. The Intensive In-Home and Pathways to Well-Being (CWS Katie A) MHS program members will continue to receive services through a transition process conducted by BWell to an appropriate existing contractor and in collaboration with Probation and Department of Social Services (DSS). BWell also requests to update documentation requirements, discharge, and staffing language to the Managed Care Mental Health/Brief Therapy Services Program, to add the Buellton and Goleta Union School Districts, and amend the Clients and Program Capacity, and Staffing Requirements language to the School-Based Mental Health Services Program, as well as terminate Program services effective June 30, 2026, and to terminate the Wellness Promotion for Seniors Program effective June 30, 2026 due to the passing of Proposition 1, and to reduce the total maximum contract amount by \$3,519,782, for a revised total

maximum contract amount of **\$8,441,138**, inclusive of \$632,000 in ADP funding (\$158,000 per FY) and \$7,809,138 in Mental Health funding (\$2,832,230 for FY 2023-24, \$3,084,245 for FY 2024-25, \$1,585,273 for FY 2025-26, and \$307,390 for FY 2026-27), for the period of July 1, 2023 through June 30, 2027.

Performance Measures:

The FY 2023-27 Agreement contains performance measures to monitor implementation and improve staff proficiency. Program goals, outcomes, and measures can be found in Exhibit E of the Agreement.

Contract Renewals and Performance Outcomes:

Performance Outcome Data from FY 2023-24: Due to the transition to SmartCare, BWell Research and Evaluation Team were unable to formulate data for all of FY 2023-24. Please see the below data for Q3 and Q4 of FY 2023-24.

1. **School-Based Services:** An average of 25.5 students per quarter served; Average of 8.3 students per quarter discharged. **They met 6 of their 9 goals.**
 - a. **Met Goals:**
 - Clients incarcerated – Goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal $\leq 5\%$. Outcome: 0%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 100%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 100%;
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 1%;
 - Clients with out of home placements – goal: $\leq 5\%$. Outcome: 0%.
 - b. **Unmet Goals:**
 - Child and Adolescent Needs and Strengths (CANS) completion – goal: 100%. Outcome: 87%;
 - Pediatric Symptom Checklist (PSC) completion – goal: 100%. Outcome: 98%;
 - Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 66%.
2. **START:** An average of 22 students per quarter served; Average of 8 students per quarter discharged. **They met 4 of their 6 goals.**
 - a. **Met goals:**
 - Clients incarcerated – goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 0%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 97%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 100%
 - b. **Unmet Goals**
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 6%
 - Clients with out of home placements – goal: $\leq 5\%$. Outcome: 1%
3. **In Home Intensive:** An average of 55 clients per quarter served; Average of 9.5 clients per quarter discharged. **They met 6 of their 9 goals.**
 - a. **Met Goals:**
 - Clients incarcerated – Goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 1%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 98%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 97%;
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 8%;
 - Clients with out of home placements – goal: $\leq 5\%$. Outcome: 3%.
 - b. **Unmet Goals:**

- CANS completion – goal: 100%. Outcome: 89%;
 - PSC completion – goal: 100%. Outcome: 90%;
 - Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 68%.
4. **Managed Care**: Average of 27.5 per quarter served; Average of 4.3 clients per quarter discharged. **They met 7 of their 9 goals.**
- a. **Met Goals**:
- Clients incarcerated – Goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 1%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 100%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 99%;
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 0%;
 - Clients with out of home placements – goal: $\leq 5\%$. Outcome: 3%;
 - Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 94%.
- b. **Unmet Goals**:
- CANS completion – goal: 100%. Outcome: 82%;
 - PSC completion – goal: 100%. Outcome: 82%.
5. **Pathways to Well-Being**: Average of 14.8 clients per quarter served; Average of 3.8 clients per quarter discharged. **They met 7 of their 9 goals.**
- a. **Met Goals**:
- Clients incarcerated – Goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 0%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 100%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 99%;
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 0%;
 - Clients with out of home placements – goal: $\leq 5\%$. Outcome: 1%;
 - Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 93%.
- b. **Unmet Goals**:
- CANS completion – goal: 100%. Outcome: 85%;
 - PSC completion – goal: 100%. Outcome: 92%.
6. **Strengthening Families**: Average of 33.8 adults, 41.3 children and 25 families per quarter served. **They met all of their goals.**
- a. **Met Goals**:
- Series classes held – Goal: 8. Outcome: 11;
 - Surveys collected – Goal: 42. Outcome: 379;
 - Provision of childcare/meals for sessions – Goal: All sessions. Outcome: All sessions.
7. **Wellness Promotion for Seniors Services**: They served an average of 98.5 individuals per quarter served. This was a brand-new program, and they had difficulty staffing this new program. They were not fully staffed until Q3 FY 23-24. They were not able to meet any of the 4 annual program goals in the first year of the program.
- a. **Unmet goals**:
- Drop-in Hours Provided – goal: 100 per quarter. Q3: 0 hours Q4: 32 hours;
 - # of Activities- goal: 50 per quarter. Q3: 21 events Q4: 46 events.
- b. **Completion Rate**:
- Pre/Post Assessments of Life Satisfaction and Reduction of Isolation and Loneliness Surveys – Surveys are tracked but there is no specific goal. Outcome: less than 1% (6) completed;

- CSQ-8 Satisfaction Survey – Surveys are tracked but there is no specific goal. 0 completed.

The following Performance Outcome data is for Q1-3 of FY 2024-2025:

1. **School-Based Services** – They served an average of 21 members with 0 new enrollments and 3 discharges. **They met 6 of their 9 goals.** The CANS rate was lower than target due 2 clients admitted at the end of Q3, requiring more assessment time from clinical staff to complete accurate CANS.
 - a. **Met Goals:**
 - Clients incarcerated – goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 0%;
 - Clients receiving crisis services – goal: $\leq 10\%$. Outcome: 0%;
 - Clients with a PSC completion – goal: $\geq 95\%$. Outcome 100%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 98%
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 99%;
 - b. **Goals in Progress:**
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 33%;
 - Discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 67%;
 - CANS completion – goal: $\geq 95\%$. Outcome: 93% and projected to be met by end of Q4.
2. **START** – They served an average of 18.7 members with 0 new enrollments and 1.7 average discharges. **They met 8 of their 9 goals** and projected to meet all goals by end of fiscal year.
 - a. **Met goals:**
 - Clients incarcerated – goal: $\leq 5\%$. Outcome: 0%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 0%;
 - Clients receiving crisis services – goal: $\leq 10\%$. Outcome: 0%;
 - Clients with PSC completion – goal: $\geq 95\%$. Outcome: 97%;
 - Clients with stable housing – goal: more than 95%. Outcome: 100%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 100%;
 - Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 0%;
 - Discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 100%
 - b. **Goal in Progress:**
 - CANS completion – $\geq 95\%$. Outcome: 87% and projected to be met by end of Q4.
3. **In Home Intensive** – They served and average of 60.7 clients with 9.3 new enrollments and 11 discharges. **They met 7 of their 11 goals.** CANS and PSC goals were just short of goal, but show improvement each quarter, trending toward meeting goals by end of fiscal year.
 - a. **Met Goals:**
 - Clients incarcerated – goal: $\leq 5\%$. Outcome: 1%;
 - Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 1%;
 - Clients received follow up after discharge from an inpatient admission – Goal: $\geq 95\%$. Outcome: 100%
 - Clients receiving crisis services – goal: $\leq 10\%$. Outcome: 7%;
 - Clients with stable housing – goal: $\geq 95\%$. Outcome: 98%;
 - Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 98%;
 - Clients receiving follow up within 7 days after discharge from incarceration: goal: $\geq 95\%$. Outcome: 100%.
 - b. **Goals in Progress:**

- CANS completion – goal: $\geq 95\%$. Outcome: 88% with improvements each quarter to meet goal by end of fiscal year;
- PSC completions -goal: $\geq 95\%$. Outcome: 89% with improvements each quarter to meet goal by end of fiscal year;
- Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 81% with improvements each quarter increase rate and meet goal by end of fiscal year;
- Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 18%, with improvements shown each quarter to lower rate.

4. **Managed Care** – They served an average of 67.7 clients with 17.5 new enrollments and 9.3 average discharged. **They met 9 of their 12 goals.** ANSA, CANS and PSC goals are trending toward meeting goals by end of fiscal year. BWell is retraining staff on requirements of these categories and continuing to look into ways to reduce cancellations and no shows, increasing overall productivity without compromising service or overburdening staff.

a. **Met Goals:**

- Clients incarcerated – goal: $\leq 5\%$. Outcome: 1%;
- Clients admitted to psychiatric inpatient – goal: $\leq 5\%$. Outcome: 0%;
- Clients discharged from incarceration followed up within 7 days – goal: $\geq 95\%$. Outcome: 100%;
- Clients discharged from inpatient admission followed up within 7 days – goal: $\geq 95\%$. Outcome: 100%
- Clients receiving crisis services – goal: $\leq 10\%$. Outcome: 0%;
- Clients with stable housing – goal: $\geq 95\%$. Outcome: 97%;
- Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 96%;
- Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 6%;
- Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 91%.

b. **Goals in Progress:**

- CANS completion – goal: $\geq 95\%$. Outcome: 76%;
- PSC completion – goal: $\geq 95\%$. Outcome: 85%;
- ANSA completion – goal: $\geq 95\%$. Outcome: 75%.

5. **Pathways to Well-Being** -They served an average of 20 clients with 7.1 new enrollments and 5.3 discharges. **They met 7 of their 11 goals.** There in an increase in CANS and PSC progress reflecting anticipation to meet these goals by end of fiscal year.

a. **Met Goals:**

- Clients incarcerated – goal: $\leq 5\%$. Outcome: 0%;
- Clients admitted to Acute psychiatric inpatient – goal: $\leq 5\%$. Outcome: 0%;
- Clients received crisis services – goal: $\leq 10\%$. Outcome: 0%;
- Clients with stable housing – goal: $\geq 95\%$. Outcome: 100%;
- Clients engaged in purposeful activity – goal: $\geq 95\%$. Outcome: 100%;
- Clients discharged from incarceration followed up within 7 days - goal: $\geq 95\%$. Outcome: 100%;
- Clients discharged from inpatient admission followed up within 7 days – goal: $\geq 95\%$. Outcome: 100%.

b. **Goals in Progress:**

- CANS completion – goal: $\geq 95\%$. Outcome: 83%;
- PSC completion – goal: $\geq 95\%$. Outcome: 78%;
- Clients discharged to a lower level of care – goal: $\geq 85\%$. Outcome: 67%;
- Discharged to a higher level of care – goal: $\leq 15\%$. Outcome: 33%.

- 6. **Strengthening Families:** served an average of 21 adults, 33 children and 19 families per quarter. **They met 2 out of 3 goals** met and slated to meet all goals by end of fiscal year.
 - a. Met Goals:
 - Surveys collected – Goal: ≥ 42 . Outcome: 46;
 - Childcare/Meals provided for sessions – Goal: every session. Outcome: Every session.
 - b. Goals in Progress:
 - Series classes held – Goal: ≥ 8 . Current Outcome: 2. Remaining classes are in progress.

- 1. **Wellness Promotion for Seniors Services:** They served an average of 281.5 individuals and 26.3 families per quarter. They had a challenging first year of their program. To meet goals in FY 2024-2025, this Program is now fully staffed with two FTE and a 0.5 employee. **They met 3 of their 4 goals** and anticipate meeting all goals by end of the fiscal year.
 - a. Met goals:
 - Number of Activities- goal: 50 per quarter. Outcome: Q1-75, Q2-59, Q3-50;
 - Pre/Post Assessments of Life Satisfaction and Reduction of Isolation and Loneliness Surveys – No set goal amount. Outcome: 21 surveys completed;
 - CSQ-9 Satisfaction Survey –No set goal amount: Outcome: 55 surveys completed.
 - b. Goals in Progress:
 - Drop-in Hours Provided – goal: 100 per quarter. Q1: 80, Q2: 59, Q: 46. Beginning May 19, 2025, office hours were increased to 102 hours per quarter and availability was expanded to Santa Maria. This increase in availability will increase progress toward meeting goal in Q4.

Fiscal Impacts:

Budgeted: Yes

Fiscal Analysis:

Funding Source	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	Total
General Fund					\$0
State	\$624,405	\$640,669	\$555,820	\$17,400	\$1,840,294
Federal	\$158,000	\$158,000	\$158,000	\$158,000	\$632,000
Other: Medi-Cal Patient Revenue	\$2,2025,825	\$2,443,576	\$1,029,453	\$289,990	\$5,968,844
Total	\$2,990,230	\$3,242,245	\$1,743,273	\$465,390	\$8,441,138

The above-referenced Agreement is funded with a combination of State and federal funds. With the transition to CalAIM Payment Reform, the fee-for-service portion of the contract will be funded with Medi-Cal Patient Revenue, which primarily consists of federal funds. The amount of federal funds is contingent on a client’s aid code and the State-issued rate for the service. The non-Medi-Cal portion of the contract is funded with Realignment funding, Mental Health Service Act (MHSA), and Substance Use and Prevention Treatment Block Grant (SUBG) for adolescent services. Funding was included in the adopted budgets for FY 2023-2024 and FY 2024-2025. Funding is included in BWell’s Recommended Budget for FY 2025-2026 and will be in the proposed budget for FY 2026-2027, both contingent on the Board of Supervisors’ approval.

Special Instructions:

Please email one (1) complete, executed Amendment and one (1) Minute Order to Sara Hernandez at sahernandez@sbcbswell.org and to bwelcontractsstaff@sbcbswell.org.

Attachments:

Attachment A – FSA FY 2023-27 (BC 23-125) Second Amendment

Attachment B – FSA FY 2023-27 (BC 23-125) First Amendment, Executed

Attachment C – FSA FY 2023-27 (BC 23-125) Executed

Attachment D – Notice of Intent to Partially Terminate Agreement (BC 23-125)

Attachment E – Notice of Partial Termination of Agreement (BC 23-125)

Authored by:

Sara Hernandez

Contracts Analyst

sahernandez@sbcbswell.org

**SECOND AMENDMENT TO THE AGREEMENT
FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

COUNTY OF SANTA BARBARA

AND

FAMILY SERVICE AGENCY
OF SANTA BARBARA COUNTY

FOR

ALCOHOL AND DRUG PROGRAMS

AND

MENTAL HEALTH SERVICES

**SECOND AMENDMENT TO THE AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 23-125**, is made by and between the **County of Santa Barbara** (County) and **Family Service Agency of Santa Barbara County** (Contractor) for the continued provision of services specified herein (hereafter, Second Amendment).

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 referenced herein;

WHEREAS, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, BC No. 23-125, (Agreement), for the provision of certain mental health and substance use prevention services, for a maximum contract amount not to exceed **\$11,960,920**, inclusive of \$632,000 in Alcohol and Drug Program (ADP) funding (\$158,000 per fiscal year) and \$11,328,920 in Mental Health (MH) funding (\$2,832,230 per fiscal year), for the period of July 1, 2023, through June 30, 2027 (Agreement);

WHEREAS, the parties subsequently entered into a First Amendment to the Agreement to update the contract consistent with state requirements by adding contingency payment and contingency cost settlement provisions and incorporating changes for Medicare practitioner billing and state rate changes with no change to the maximum contract amount and with no change to the contract term (First Amendment); and

WHEREAS, the parties wish to make certain changes to the Agreement through this Second Amendment to update certain standard terms and federal award identification information in compliance with state and federal requirements; terminate the Intensive In-Home Services (Exhibit A-4) and Pathways to Well-Being (Exhibit A-7) Mental Health Services Programs, effective June 30, 2025; update documentation, discharge, and staffing requirements to the Managed Care Mental Health/Brief Therapy Services Program (Exhibit A-5); add the Buellton Union and Goleta Union School Districts as recipients of services of, and update client and program capacity and staffing requirements to, the School Based Mental Health Services Program (Exhibit A-6), as well as terminate program services, effective June 30, 2026; terminate the Wellness Promotion for Seniors Program (Exhibit A-8), effective June 30, 2026; update program budget and service type requirements; and reduce the contract amount by \$3,519,782 for a revised, total maximum contract amount not to exceed **\$8,441,138**, inclusive of \$632,000 in ADP funding (\$158,000 per fiscal year [FY]) and \$7,809,138 in MH funding (\$2,832,230 for FY 2023-24, \$3,084,245 for FY 2024-25, \$1,585,273 for FY 2025-26, and \$307,390 for FY 2026-27), with no change to the contract term of July 1, 2023, through June 30, 2027.

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

- I. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

8. DEBARMENT AND SUSPENSION.

- A. Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of Health Care Services and County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. Contractor shall also comply with the debarment and suspension provision set forth in EXHIBIT A-3 General Provisions: MHS to this Agreement.

II. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

III. Delete Section 11, Ownership of Documents and Intellectual Property, of the Standard Terms and Conditions of the Agreement, and replace with the following:

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

A. County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this

Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County.

- B.** Unless otherwise specified in Exhibit A(s), Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as “Copyrightable Works and Inventions”). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys’ fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

- IV. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it with the following:**

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders, and health officer orders; policies; procedures; directives; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and Substance Abuse and Mental Health Services Administration (SAMHSA) now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, policy, procedure, directive, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

- V. Delete Section 36, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, of the Standard Terms and Conditions of the Agreement, and replace with the following:**

36. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Contractor shall comply with the requirements of 2 C.F.R. parts 200 and 300 and 45 C.F.R. part 75, which are incorporated herein by reference.

- VI. Delete Section 37, Mandatory Disclosure, Subsection A, Prohibited Affiliations, Subsection 2; Subsection B, Written Disclosures, Subsection 5, Crimes, i, Violations of Criminal Law;**

and Subsection C, Lobbying, Paragraph 1 of the Standard Terms and Conditions of the Agreement, and replace it with the following:

37. MANDATORY DISCLOSURES.

A. Prohibited Affiliations

2. Contractor shall not have prohibited type of relationship by employing or contracting with providers or other individuals and entities from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

B. Written Disclosures.

5. Crimes.

- i. **Violations of Criminal Law.** Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, Health and Human Services Office of Inspector General, and DHCS. Contractor is also required to report matters related to County, state, or federal agency’s integrity and performance in accordance with Appendix XII of 2 C.F.R. part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. section 200.339 Remedies for noncompliance. (See also 2 C.F.R. part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

- C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying and set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

VII. Delete Section 38, Procurement of Recovered Materials, Section A of the Standard Terms of Conditions of the Agreement, and replace it with the following:

38. PROCUREMENT OF RECOVERED MATERIALS.

- A. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. section 6962. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

VIII. Delete Section 39, Domestic Preferences for Procurements, Section A of the Standard Terms and Conditions of the Agreement, and replace it with the following:

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

IX. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

40. CLEAN AIR ACT.

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
- B. Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance.

X. Delete Section 41, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

41. FEDERAL WATER POLLUTION CONTROL ACT.

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. section 1251 et seq.
- B. Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, federal agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with federal assistance.

XI. Add Section 42, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the Standard Terms and Conditions of the Agreement as follows:

42. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain covered telecommunications equipment or services;

- b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B.** As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - 4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- C.** For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- D.** In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E.** Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F.** See [Public Law 115-232](#), section 889 for additional information and 2 C.F.R. section 200.471.

XII. Delete Section 1, Performance, of Exhibit A-3 MHS, General Provisions, and replace it with the following:

1. PERFORMANCE.

- A. This Agreement shall be governed by and construed in accordance with all laws and regulations and all contractual obligations of County under the Integrated Intergovernmental Agreement (Contract No. 24-40145) between County and the California Department of Health Care Services (DHCS) including the federal and state requirements listed in Integrated Intergovernmental Agreement, Exhibit E (Additional Provisions), section 7 (State and Federal Laws Governing this Contract) and contractual obligations in Integrated Intergovernmental Agreement, Exhibit D (Special Terms and Conditions). The Integrated Intergovernmental Agreement, available at [County of Santa Barbara - File #: 25-00016](#), is incorporated herein by reference.
1. Contractor agrees to comply with all applicable federal, state, and local laws including federal and state laws pertaining to member rights, applicable sections of California's Medicaid State Plan (State Plan), applicable federal waivers, and applicable DHCS Behavioral Health Information Notices (BHIN(s)) in its provision of services as a subcontractor or contracted provider of County as an integrated county behavioral health plan.
 2. Contractor agrees to perform all applicable delegated activities and obligations including services and reporting responsibilities in compliance with County's obligations under the Integrated Intergovernmental Agreement.
 3. Contractor agrees to comply with any changes to these statutes and regulations, State Plan, federal waivers, or BHINs or any amendments to the Integrated Intergovernmental Agreement that occur during the Term of this Agreement. Contractor shall also comply with any newly applicable statute, regulation, State Plan Amendment, federal waiver, and BHIN that become effective during the Term of this Agreement. These obligations shall apply without the need for an amendment(s) of this Agreement. If the parties amend the affected provisions of this Agreement to conform to the changes in law or the Integrated Intergovernmental Agreement, the amendment shall be retroactive to the effective date of such changes in law or the Integrated Intergovernmental Agreement.
 4. To the extent there is a conflict between a provision of this Agreement and any federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, Contractor shall comply with the federal, state, or local statute or regulation, State Plan, federal waiver, or BHIN or provision of the Integrated Intergovernmental Agreement, and the conflicting provision of this Agreement shall no longer be in effect.
- B. Contractor shall comply with the following as applicable:
1. All Medicaid laws, regulations including sub-regulatory guidance, and contract provisions;
 2. 42 Code of Federal Regulations (C.F.R.) section 438.900 et seq. regarding parity in mental health and substance use disorder benefits;
 3. All laws and regulations relating to patients' rights including Welfare and Institutions Code (Welf. & Inst. Code) section 5325, 9 California Code of Regulations (Cal. Code Regs.) sections 862 through 868, and 42 Code of Federal Regulations section 438.100; and
 4. All existing policy letters issued by DHCS. All policy letters issued by DHCS subsequent to the effective date of this Agreement shall provide clarification of Contractor's obligations pursuant to this Agreement.

XIII. Delete Section 8, Confidentiality, Subsection A; Subsection C; and Subsection E, of Exhibit A-3 – Statement of Work: MHS General Provisions, and replace them with the following:

- A. **Maintain Confidentiality.** Contractor agrees to require its employees, agents, or subcontractors to agree, to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; Exhibit D, Section 14 (Confidentiality of Information) of the Integrated Intergovernmental Agreement (Contract No. 24-40145); and Section 34 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- C. Contractor shall comply with Exhibit F to the Integrated Intergovernmental Agreement (Contract No. 24-40145) to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) as defined in Exhibit F of the Integrated Intergovernmental Agreement from County to perform functions, services, or activities specified in this Agreement.
- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

XIV. Delete Section 9, Client and Family Member Empowerment, Subsection E of Exhibit A-3 – Statement of Work: MHS General Provisions, and replace it with the following:

- A. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness’ Policy and Procedures #8.009 Medication Consent for Adults* to the extent Contractor is a “provider” as defined by the Integrated Intergovernmental Agreement (Contract No. 24-40145).

XV. Delete Section 13, Monitoring, Subsection C and Subsection D of Exhibit A-3 – Statement of Work: MHS General Provisions, and replace them with the following:

- C. **County Corrective Action Plan.** County shall provide a corrective action plan if deficiencies in Contractor’s compliance with the provisions of the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement are identified by County.
- D. County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of the Integrated Intergovernmental Agreement and this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor’s staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County’s Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor’s clinical documentation.

XVI. Delete Section 19, State Contract Compliance, Subsection B and Subsection D of Exhibit A-3 – Statement of Work: MHS General Provisions, and replace them with the following:

- B. To the extent there is a conflict between federal or state law or regulation and a provision in the Integrated Intergovernmental Agreement (Contract No. 24-40145) or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the Integrated Intergovernmental Agreement, Exhibit E, Section 7(B).
- D. The following provisions of the Integrated Intergovernmental Agreement, Exhibit D are hereby incorporated by reference into this Agreement: Sections 1 Federal Equal Employment Opportunity Requirements; 2 Travel and Per Diem Reimbursement; 3 Procurement Rules; 4 Equipment Ownership/Inventory/Disposition; 5 Subcontract Requirements; 6 Income Restrictions; 7 Audit and Record Retention; 8 Site Inspection; 9 Federal Contract Funds; 11 Intellectual Property Rights; 12 Air or Water Pollution Requirements; 13 Prior Approval of Training Seminars, Workshops, or Conferences; 14 Confidentiality of Information; 15 Documents, Publications, and Written Reports; 18 Human Subjects Use Requirements; 19 Debarment and Suspension Certification; 20 Smoke-Free Workplace Certification; 26 Officials Not to Benefit; 27 Prohibited Use of State Funds for Software; 34 Suspension or Stop Work Notification; 35 Public Communications; and 37 Compliance with Statutes and Regulations; and 38 Lobbying Restrictions and Disclosure Certification.

XVII. Delete the title of Exhibit A-4 - Statement of Work: MHS Intensive In-Home Services of the Agreement, and replace it with the following:

**EXHIBIT A-4
STATEMENT OF WORK: MHS
INTENSIVE IN-HOME SERVICES
July 1, 2023-June 30, 2025**

XVIII. Add an introductory paragraph to Exhibit A-4 Statement of Work: MHS Intensive In-Home Services of the Agreement as follows:

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-4 (MHS Intensive In-Home Services) on July 1, 2023, and end performance upon completion but no later than June 30, 2025, unless otherwise directed by County or unless earlier terminated.

XIX. Delete Section 7, Documentation Requirements of Exhibit A-5 - Statement of Work: MHS, Managed Care Mental Health/Brief Therapy Services, and replace it with the following:

7. DOCUMENTATION REQUIREMENTS.

- A. Credentialed Contracting staff who work with clients shall have access to and review available mental health records for each client via Behavioral Wellness’s electronic health record (SmartCare).
- B. Program staff working with clients shall review required documents in chart. If any are missing, Contractor will review with BWell to establish a course of action for completion. Contractor will be responsible for completing missing documents. For an up-to-date list of required documentation go to <https://publish.smartsheet.com/f6b8579799e345159df209265b21f12b>.

XX. Delete Section 8, Discharge Plan, and Section 9, Discharge Criteria of Exhibit A-5 - Statement of Work: MHS Managed Care Mental Health/Brief Therapy Services, and replace them with the following:

8. DISCHARGE.

- A. **PLAN.** Contractor shall develop a discharge plan that is responsive to the client’s needs and personal goals. Contractor shall follow *Behavioral Wellness policy #8.303 Client Discharge and Continuity of Care for Mental Health Services* regarding discharges in conformity with the Behavioral Wellness Mental Health Plan, available at <http://countyofsb.org/274/behavioral-wellness>.
- B. **DISCHARGE CRITERIA.** The appropriateness for client discharge shall be determined on a case by case basis. Criteria for discharge include:
 - 1. Treatment goals have been sufficiently met;
 - 2. The determination that the treatment goals have not been met as determined by the treatment team. Contractor will collaborate with CTS on any referrals needed for continued service. The client and family shall be provided with referrals to more appropriate treatment;
 - 3. The determination that significant progress has been made, even if not all goals have been met, such that the client and family no longer require the intensive level of services provided by the Program. The Contractor will collaborate with CTS on any referrals needed for continued service;
 - 4. The client’s request to terminate services; or
 - 5. Client and family relocating from the Program’s service area.

XXI. Delete Section 10, Staffing, Subsection A, of Exhibit A-5 - Statement of Work: MHS Managed Care Mental Health/Brief Therapy, and replace with it the following:

10. STAFFING. Contractor shall adhere to the Program staffing requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

A. Contractor staff shall collaborate with the County to deliver Program Outcomes.

a. Direct contract staff for the Program shall be as follows, with flexibility to interchange staff amongst Programs within the Agreement, funding through the same MHS funding:

i. 1.91 FTE

XXII. Delete the exhibit title of Exhibit A-6 - Statement of Work: MHS School-Based Mental Health Services of the Agreement, and replace it with the following:

**EXHIBIT A-6
STATEMENT OF WORK: MHS
SCHOOL-BASED MENTAL HEALTH SERVICES
July 1, 2023-June 30, 2026**

XXIII. Add an introductory paragraph to Exhibit A-6 Statement of Work: MHS School-Based Mental Health Services of the Agreement as follows:

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-6 (MHS School-Based Mental Health Services) on July 1, 2023 and end performance upon completion but no later than June 30, 2026, unless otherwise directed by County or unless earlier terminated.

XXIV. Delete Section 1, Program Summary of Exhibit A-6 - Statement of Work: MHS, School-Based Mental Health Services, and replace it with the following:

1. PROGRAM SUMMARY. The School-Based Mental Health Program (hereafter “the Program”) offers mental health services to students (hereafter “clients”) who have emotional or behavioral difficulties and who may benefit from counseling support. The Program shall include Support, Treatment, Advocacy and Referral Team (START) services in Carpinteria, which provides services to clients with co-occurring substance abuse and mental health issues. Program staff work as a team with school staff to address the client’s social-emotional development, prevent mental health and psychosocial problems, and enhance the client’s ability to adapt and cope with changing life circumstances. Program services are structured to maximize the client’s existing strengths, assets and capacities. The Program provides intervention, linkage, and services to intervene as soon as feasible at the onset of learning, behavior, substance abuse and emotional problems. The Program shall serve the Buellton, Carpinteria, Goleta, Lompoc, and Santa Barbara areas. The Program’s South County headquarters shall be at the following locations. The Program shall be located at the location(s) set forth in this Section 1 (Program Summary) unless otherwise approved by

the Director of the Department of Behavioral Wellness or designee in writing. Any changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.

- A. 123 West Gutierrez Street, Santa Barbara, California; and
- B. 101 South B. Street, Lompoc, California.

XXV. Delete Section 3 Services, Paragraph 1 of Exhibit A-6 - Statement of Work: MHS School-Based Mental Health Services, and replace it with the following:

- 3. **SERVICES.** Contractor shall provide the following services to students enrolled at schools designated by County within the Buellton Union School District, Carpinteria Unified School District, Goleta Union School District, Santa Barbara Unified School District, Hope Elementary School District, and Lompoc Unified School District as described below in Section 4 (Treatment Locations):

XXVI. Delete Section 4, Treatment Locations, Subsection A of Exhibit A-6 - Statement of Work: MHS, School-Based Mental Health Services, and replace it with the following:

- A. Services shall be provided at campuses within the Buellton Union, Santa Barbara Unified, Goleta Union, Hope Elementary and Lompoc Unified School Districts.

XXVII. Delete Exhibit A-6, Statement of Work: MHS, School-Based Mental Health Services, Section 5, Clients and Program Capacity, Subsection B, and replace it with the following:

- B. Clients' family members shall be included in treatment services when appropriate.

XXVIII. Delete Section 9, Staffing Requirements, Subsection A, School-Based Mental Health, Item 1 of Exhibit A-6, Statement of Work: MHS, School-Based Mental Health Services, and replace it with the following:

- 1. 3.08 FTE Counselors.

XXIX. Delete Section 9, Staffing Requirements, Subsection B, START, Item 1 of Exhibit A-6 - Statement of Work: MHS, School-Based Mental Health Services, , and replace it with the following:

- 1. 2.5 FTE Counselors. Contractor shall provide staff for the START Teams.

XXX. Delete the exhibit title of Exhibit A-7 - Statement of Work: MHS, Pathways to Well-Being (CWS *Katie A.*) Mental Health Services and replace it with the following:

EXHIBIT A-7
STATEMENT OF WORK: MHS
PATHWAYS TO WELL-BEING (CWS *Katie A.*) MENTAL HEALTH SERVICES
July 1, 2023 – June 30, 2025

- XXXI. Add an introductory paragraph to Exhibit A-7 Statement of Work: MHS Pathways to Well-Being (CWS Katie A) Mental Health Services of the Agreement as follows:**

Notwithstanding any other provisions of this Agreement, Contractor shall commence performance under this Exhibit A-7 (MHS Pathways to Well-Being (CWS Katie A) Mental Health Services) on July 1, 2023, and end performance upon completion but no later than June 30, 2025, unless otherwise directed by County or unless earlier terminated.

- XXXII. Delete the exhibit title for Exhibit A-8 - Statement of Work: MHS Wellness Promotion for Seniors, and replace it with the following:**

EXHIBIT A-8
STATEMENT OF WORK: MHS
WELLNESS PROMOTION FOR SENIORS
July 1, 2023-June 30, 2026

- XXXIII. Add an introductory paragraph to Exhibit A-8 -Statement of Work: MHS Wellness Promotion for Seniors of the Agreement as follows:**

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit A-8 (MHS Wellness Promotion for Seniors) on July 1, 2023, and end performance upon completion, but no later than June 30, 2026, unless otherwise directed by County or unless earlier terminated.

- XXXIV. Delete Exhibit B, Financial Provisions – ADP, Section II, Maximum Contract Amount, and replace it with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$8,441,138**, inclusive of **\$7,809,138** (\$2,832,230 for FY 23-24, \$3,084,245 for FY 24-25, \$1,585,273 for FY 25-26, and \$307,390 for FY 26-27) in Mental Health funding, and **\$632,000** (\$158,000 per fiscal year for FY 23-27) in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section 1 (Payment for Services). 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.

- XXXV. Delete Exhibit B - Financial Provisions – MHS, Section II, Maximum Contract Amount, and replace it with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$8,441,138**, inclusive of **\$7,809,138** (\$2,832,230 for FY 23-24, \$3,084,245 for FY 24-25, \$1,585,273 for FY 25-26, and \$307,390 for FY 26-27) in Mental Health funding, and **\$632,000** (\$158,000 per fiscal year for FY 23-27) in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and subject to the provisions in Section 1 (Payment for Services). 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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XXXVI. Delete Exhibit B-1- MHS (Schedule of Rates and Contract Maximum), and replace it with the following:

**EXHIBIT B-1 – MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**
(Applicable to programs described in A-4 – A-8)

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Family Service Agency

FISCAL YEAR: 2023-2024

Contracted Service	Service Type	Provider Group (5)	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$323.94	0	\$ -
			LPHA / Assoc. LPHA	15.00	\$220.63	9,519	\$ 2,100,193
			Certified Peer Recovery Specialist	0.00	\$175.10	0	\$ -
			Rehabilitation Specialists & Other Qualified Providers	1.00	\$166.35	635	\$ 105,632
				16.00		10,154	\$2,205,825

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Medi-Cal Programs at 2%	Fee-For-Service	\$ 44,118
	Quality Assurance & Utilization Management (3)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$ 88,234
	Prevention	Wellness Promotion for Seniors	Cost Reimbursement	\$ 494,053
				\$626,405

Total Contract Maximum \$2,832,230

Contract Maximum by Program & Estimated Funding Sources							
Funding Sources (3)	PROGRAM(S)						Total
	Managed Care	Intensive In Home	Pathways to Wellbeing	School Based Counseling	Carpenteria START	Wellness Promotion for Seniors	
Medi-Cal Patient Revenue (4)	\$ 280,025	\$ 1,183,730	\$ 182,017	\$ 420,039	\$ 140,014	\$ -	\$ 2,205,825
Realignment QA / UM Incentive	\$ 11,201	\$ 47,349	\$ -	\$ -	\$ -	\$ -	\$ 58,550
Realignment Non-Medi-Cal Services	\$ 5,601	\$ 23,675	\$ -	\$ -	\$ -	\$ -	\$ 29,276
MHSA QA / UM Incentive	\$ -	\$ -	\$ 7,281	\$ 16,802	\$ 5,601	\$ -	\$ 29,684
MHSA Non-Medi-Cal Services	\$ -	\$ -	\$ 3,641	\$ 8,401	\$ 2,800	\$ -	\$ 14,842
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,053	\$ 494,053
TOTAL CONTRACT PAYABLE FY 23-24	\$ 296,827	\$ 1,254,754	\$ 192,939	\$ 445,242	\$ 148,415	\$ 494,053	\$ 2,832,230

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

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 DocuSigned by: *Christie Dwyer*
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- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.
- (3) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

**EXHIBIT B-1 – MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)**
(Applicable to programs described in Exhibits A-4 – A-8)

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Family Service Agency

FISCAL YEAR: 2024-2025

Contracted Service	Service Type	Provider Group (5)	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$353.07	0	\$ -
			LPHA / Assoc. LPHA	16.10	\$228.48	10,217	\$ 2,334,412
			Certified Peer Recovery Specialist	0.00	\$180.50	0	\$ -
			Rehabilitation Specialists & Other Qualified Providers	1.00	\$171.91	635	\$ 109,164
				17.10		10,852	\$2,443,576

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Medi-Cal Programs at 2%	Fee-For-Service	\$ 48,872
	Quality Assurance & Utilization Management (3)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$ 97,744
	Prevention	Wellness Promotion for Seniors	Cost Reimbursement	\$ 494,053
				\$640,669

Total Contract Maximum **\$3,084,245**

Contract Maximum by Program & Estimated Funding Sources								Total
Funding Sources (3)	PROGRAM(S)						Wellness Promotion for Seniors	
	Managed Care	Intensive In Home	Pathways to Wellbeing	School Based Counseling	Carpenteria START			
Medi-Cal Patient Revenue (4)	\$ 289,990	\$ 1,225,628	\$ 188,495	\$ 434,986	\$ 304,477	\$ -	\$ 2,443,576	
Realignment QA / UM Incentive	\$ 11,600	\$ 49,025	\$ -	\$ -	\$ -	\$ -	\$ 60,625	
Realignment Non-Medi-Cal Services	\$ 5,800	\$ 24,513	\$ -	\$ -	\$ -	\$ -	\$ 30,312	
MHSA QA / UM Incentive	\$ -	\$ -	\$ 7,541	\$ 17,399	\$ 12,179	\$ -	\$ 37,119	
MHSA Non-Medi-Cal Services	\$ -	\$ -	\$ 3,770	\$ 8,700	\$ 6,090	\$ -	\$ 18,560	
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 494,053	\$ 494,053	
TOTAL CONTRACT PAYABLE FY 24-25	\$ 307,390	\$ 1,299,166	\$ 199,806	\$ 461,085	\$ 322,746	\$ 494,053	\$ 3,084,245	

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.
- (3) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

**EXHIBIT B-1 – MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)**
(Applicable to programs described in Exhibits A-4 – A-8)

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME:

Family Service Agency

FISCAL YEAR: 2025-2026

Contracted Service	Service Type	Provider Group (5)	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$353.07	0	\$ -
			LPHA / Assoc. LPHA	9.00	\$228.48	4,506	\$ 1,029,453
			Certified Peer Recovery Specialist	0.00	\$180.50	0	\$ -
			Rehabilitation Specialists & Other Qualified Providers	0.00	\$171.91	0	\$ -
				9.00		4,506	\$1,029,453

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Medi-Cal Programs at 2%	Fee-For-Service	\$ 20,589
	Quality Assurance & Utilization Management (3)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$ 41,178
	Prevention	Wellness Promotion for Seniors	Cost Reimbursement	\$ 494,053
				\$555,820

Total Contract Maximum **\$1,585,273**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Managed Care	School Based Counseling	Carpenteria START	Wellness Promotion for Seniors			
Medi-Cal Patient Revenue (4)	\$ 289,990	\$ 434,986	\$ 304,477	\$ -		\$ 1,029,453	
Realignment QA / UM Incentive	\$ 11,600	\$ -	\$ -	\$ -		\$ 11,600	
Realignment Non-Medi-Cal Services	\$ 5,800	\$ -	\$ -	\$ -		\$ 5,800	
MHSA QA / UM Incentive	\$ -	\$ 17,399	\$ 12,179	\$ -		\$ 29,579	
MHSA Non-Medi-Cal Services	\$ -	\$ 8,700	\$ 6,090	\$ -		\$ 14,789	
MHSA Non-Medi-Cal Program	\$ -	\$ -	\$ -	\$ 494,053		\$ 494,053	
TOTAL CONTRACT PAYABLE FY 25-26:	\$ 307,390	\$ 461,685	\$ 322,746	\$ 494,053	\$ -	\$ 1,585,273	

CONTRACTOR SIGNATURE:

DocuSigned by: *Lisa Brabo*
Christie Cooper

FISCAL SERVICES SIGNATURE:

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- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.
- (3) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

**EXHIBIT B-1 – MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)**
(Applicable to programs in Exhibits A-4 – A-8)

**EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Family Service Agency

FISCAL YEAR: 2026-2027

Contracted Service	Service Type	Provider Group (5)	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$353.07	0	\$ -
			LPHA / Assoc. LPHA	1.80	\$228.48	1,269	\$ 289,990
			Certified Peer Recovery Specialist	0.00	\$180.50	0	\$ -
			Rehabilitation Specialists & Other Qualified Providers	0.00	\$171.91	0	\$ -
				1.80		1,269	\$289,990

Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Medi-Cal Programs at 2%	Fee-For-Service	\$ 5,800
	Quality Assurance & Utilization Management (3)	Medi-Cal Programs at 4% (2% QA; 2% UM)	Incentive	\$ 11,600
				\$17,400

Total Contract Maximum \$307,390

Contract Maximum by Program & Estimated Funding Sources								Total
Funding Sources (3)	PROGRAM(S)							
	Managed Care							
Medi-Cal Patient Revenue (4)	\$ 289,990							\$ 289,990
Realignment QA / UM Incentive	\$ 11,600							\$ 11,600
Realignment Non-Medi-Cal Services	\$ 5,800							\$ 5,800
MHSA QA / UM Incentive	\$ -							\$ -
MHSA Non-Medi-Cal Services	\$ -							\$ -
MHSA Non-Medi-Cal Program	\$ -							\$ -
TOTAL CONTRACT PAYABLE FY 26-27:	\$ 307,390							\$ 307,390

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

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- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.
- (3) 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. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (5) Refer to taxonomy codes in Exhibit B-3 for billable practitioner types within each provider group.

XXXVII. Delete Exhibit B-2-ADP & MHS (Entity Budget by Program), and replace it with the following:

**EXHIBIT B-2-ADP & MHS
ENTITY BUDGET BY PROGRAM**

AGENCY NAME: Family Service Agency of Santa Barbara County
 COUNTY FISCAL YEAR: FY 2023 - 2024

LINE #	COLUMN #	1	2	3	4
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors (FY 23-26 only)
1	Contributions		\$ -		
2	Foundations/Trusts		\$ -		
3	Miscellaneous Revenue		\$ -		
4	Behavioral Wellness Funding		\$ 652,053	\$ 158,000	\$ 494,053
5	Other Government Funding		\$ -		
6	Private Insurance		\$ -		
7	Total Other Revenue		\$ 652,053	\$ 158,000	\$ 494,053
	II. Client and Third Party Revenues:				
8	Client Fees		-		
9	SSI		-		
10	Total Client and Third Party Revenues		\$ -	\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ 652,053	\$ 158,000	\$ 494,053

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors (FY 23-26 only)
	III.A. Salaries and Benefits Object Level			
12	Salaries (Complete Staffing Schedule)	\$ 292,397	\$ 55,696	\$ 236,701
13	Employee Benefits	\$ 92,893	\$ 24,125	\$ 68,768
14	Consultants	\$ 2,000	\$ 2,000	
15	Payroll Taxes (included with benefits)	\$ -		
16	Salaries and Benefits Subtotal	\$ 387,290	\$ 81,821	\$ 305,469
	III.B Services and Supplies Object Level			
17	Operations (occupancy, IT, program supplies, mileage)	\$ 42,143		\$ 42,143
18	Activities supplies & instructors- 12 properties at \$6,000 each	\$ 72,000		\$ 72,000
19	Outreach - 12 properties at \$500/property	\$ 6,000		\$ 6,000
20	Training	\$ 5,500	\$ 1,500	\$ 4,000
21	Telephone/Communications	\$ 1,000	\$ 1,000	
22	Maintenance - Structures, Improvements, and Grounds	\$ 1,500	\$ 1,500	
23	Office Expense	\$ 17,000	\$ 17,000	
24	Rents & Leases - Land, Structure, and Improvements	\$ 3,500	\$ 3,500	
25	Utilities	\$ 1,500	\$ 1,500	
26	Travel	\$ 1,350	\$ 1,350	
27	Other / Miscellaneous / Subcontracts	\$ 28,220	\$ 28,220	
28	Services and Supplies Subtotal	\$ 179,713	\$ 55,570	\$ 124,143
29	III.C. Client Expense Object Level Total (Not Medi-Cal)	\$ -		
30		\$ -		
31	SUBTOTAL DIRECT COSTS	\$ 567,003	\$ 137,391	\$ 429,612
32	IV. INDIRECT COSTS			
33	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 85,050	\$ 20,609	\$ 64,441
34	GROSS DIRECT AND INDIRECT COSTS	\$ 652,053	\$ 158,000	\$ 494,053

**EXHIBIT B-2-ADP & MHS
ENTITY BUDGET BY PROGRAM (Continued)**

AGENCY NAME: Family Service Agency of Santa Barbara County

COUNTY FISCAL YEAR: FY 2024 - 2027

LINE #	COLUMN #	1	2	3	4
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors (FY 23-26 only)
1	Contributions		\$ -		
2	Foundations/Trusts		\$ -		
3	Miscellaneous Revenue		\$ -		
4	Behavioral Wellness Funding		\$ 652,053	\$ 158,000	\$ 494,053
5	Other Government Funding		\$ -		
6	Private Insurance		\$ -		
7	Total Other Revenue		\$ 652,053	\$ 158,000	\$ 494,053
	II. Client and Third Party Revenues:				
8	Client Fees		-		
9	SSI		-		
10	Total Client and Third Party Revenues		\$ -	\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ 652,053	\$ 158,000	\$ 494,053

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors (FY 23-26 only)
	III.A. Salaries and Benefits Object Level			
12	Salaries (Complete Staffing Schedule)	\$ 304,971	\$ 68,270	\$ 236,701
13	Employee Benefits	\$ 94,710	\$ 25,942	\$ 68,768
14	Consultants	\$ -		
15	Payroll Taxes (included with benefits)	\$ -		
16	Salaries and Benefits Subtotal	\$ 399,681	\$ 94,212	\$ 305,469

**EXHIBIT B-2-ADP & MHS
ENTITY BUDGET BY PROGRAM (Continued)**

	III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Strengthening Families Program	Wellness Promotion for Seniors (FY 23-26 only)
	III.B Services and Supplies Object Level			
17	Operations (occupancy, IT, program supplies, mileage)	\$ 42,143		\$ 42,143
18	Activities supplies & instructors- 12 properties at \$6,000 each	\$ 72,000		\$ 72,000
19	Outreach - 12 properties at \$500/property	\$ 6,000		\$ 6,000
20	Equipment Rental and Lease	\$ -		
21	Clothing and Personal Supplies	\$ -		
22	Food	\$ -		
23	Laundry Services and Supplies	\$ -		
20	Training	\$ 12,000	\$ 8,000	\$ 4,000
21	Telephone/Communications	\$ 600	\$ 600	
26	Depreciation - Structures and Improvements	\$ -		
27	Insurance	\$ -		
28	Interest Expense	\$ -		
22	Maintenance - Structures, Improvements, and Grounds	\$ 3,500	\$ 3,500	
23	Office Expense	\$ 11,022	\$ 11,022	
31	Publications and Legal Notices	\$ -		
24	Rents & Leases - Land, Structure, and Improvements	\$ 3,500	\$ 3,500	
33	Taxes and Licenses	\$ -		
34	Drug Screening and Other Testing	\$ -		
25	Utilities	\$ 2,000	\$ 2,000	
36	Pharmaceutical	\$ -		
37	Professional and Special Services	\$ 2,000	\$ 2,000	
38	Transportation	\$ -		
26	Travel	\$ 1,350	\$ 1,350	
40	Gas, Oil, & Maintenance - Vehicles	\$ -		
41	Rents & Leases - Vehicles	\$ -		
42	Depreciation - Vehicles	\$ -		
27	Other / Miscellaneous / Subcontracts	\$ 10,850	\$ 10,850	
28	Services and Supplies Subtotal	\$ 166,965	\$ 42,822	\$ 124,143
29	III.C. Client Expense Object Level Total (Not Medi-Cal	\$ -		
30		\$ -		
31	SUBTOTAL DIRECT COSTS	\$ 566,646	\$ 137,034	\$ 429,612
32	IV. INDIRECT COSTS			
33	Administrative Indirect Costs (15% or 15.3% for SUBG)	\$ 85,408	\$ 20,966	\$ 64,441
34	GROSS DIRECT AND INDIRECT COSTS	\$ 652,054	\$ 158,000	\$ 494,053

**Contribution solely covers cost in excess of Contract Maximum or cost not reimbursable under this Agreement.

XXXVIII. Delete Exhibit B-3 – MHS (Entity Rates and Codes by Service Type), and replace it with the following:

**EXHIBIT B-3 -MHS
ENTITY RATES AND CODES BY SERVICE TYPE
Behavioral Health Provider Fees**

Behavioral Health Provider Fees

Provider type	FY 23-24	FY 24-27	Taxonomy Codes
	Hourly Rate (Avg. Direct Bill rate)	Hourly Rate (Avg. Direct Bill)	
Psychologist/ Pre-licensed Psychologist	\$323.94	\$353.07	102L, 103G, 103T
LPHA	\$220.63	\$228.48	1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C, 2256
LCSW	\$220.63	\$228.48	106E, 1041
Peer Recovery Specialist	\$175.10	\$180.50	175T
Mental Health Rehabilitation Specialist	\$166.35	\$171.91	146D, 146L, 146M, 146N, 171M, 174H, 1837, 2217, 224Y 224Z, 2254, 2258, 225A, 2260, 2263, 246Y, 246Z, 2470, 274K, 374T, 376K, 3902, 4053
Other Qualified Providers	\$166.35	\$171.91	171R, 172V, 3726, 373H, 374U, 376J

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Service Codes	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15
96105	Assessment of Aphasia, per Hour	Assessment Codes	60
96110	Developmental Screening, 15 Minutes	Assessment Codes	15
96112	Developmental Testing, First Hour	Assessment Codes	60
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60

EXHIBIT B-3 – MHS
ENTITY RATES AND CODES BY SERVICE TYPE (Continued)
Behavioral Health Provider Fees

Code (1)	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15
96161	Caregiver Assessment Administration n of Care- Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Face-to-face with Patient and/or Family. 30 Minutes or More	Plan Development Codes	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Plan Development Codes	60
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician. At Least 20 Minutes	Plan Development Codes	60
G2212	Prolonged Outpatient Service beyond the Maximum Time; Each Additional 15 Minutes <i>(automatically added by SmartCare as appropriate)</i>	Add-on Code	15
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15
H0031	Mental Health Assessment by Non- Physician, 15 Minutes	Assessment Codes	15
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

XXXIX. Add FY 2024-2025 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Tables) as follows:

This Agreement is a subrecipient agreement. CONTRACTOR is a subrecipient of SUBG (formerly known as SABG) funds through this Agreement, and this Agreement is a subaward of SUBG funds.

Table 1: FEDERAL AWARD INFORMATION: COUNTY. The following Federal Award Information is provided in accordance with 2. C.F.R. § 200.332.

FY 2024-2025

Federal Award Identification Table		
1	Subrecipient Name	Family Service Agency
2	Subrecipient Unique Entity Number (DUNS Number)	21867353
3	Federal Award ID	1B08TI087026-01
4	FAIN	B08TI087026
5	Federal Award Date	2/20/2024
6	Subaward Period of Performance - Start Date and End Date	07/01/2024-06/30/2025
7	Subaward Budget Period - Start Date and End Date	07/01/2024-06/30/2025
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$158,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$158,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$158,000.00
11	Federal Award Project Description	Substance Use Prevention, Treatment, and Recovery Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15.3 % or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SUBG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112-A1 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

XL. Add FY 2025-2026 Federal Award Identification Table to Exhibit B-4 (Federal Award Identification Tables) as follows:

This Agreement is a subrecipient agreement. CONTRACTOR is a subrecipient of SUBG funds through this Agreement, and this Agreement is a subaward of SUBG funds.

Table 1: FEDERAL AWARD INFORMATION: COUNTY. The following Federal Award Information is provided in accordance with 2. C.F.R. § 200.332.

FY 25-26

FFY25 Federal Award Identification Table		
1	Subrecipient Name	Family Service Agency
2	Subrecipient Unique Entity Number (DUNS Number)	21867353
3	Federal Award ID	1B08T1088093-01
4	FAIN	B08T1088093
5	Federal Award Date	2/24/2025
6	Subaward Period of Performance - Start Date and End Date	07/01/2025-06/30/2026
7	Subaward Budget Period - Start Date and End Date	07/01/2025-06/30/2026
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$158,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$158,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$158,000.00
11	Federal Award Project Description	Substance Use Prevention, Treatment, and Recovery Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15.3% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SUBG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 21-10112-A2 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

XLI. Effectiveness. The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amendment and this Second Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

XLII. Execution of Counterparts. This Second Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.


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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Service Agency of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date: 6-10-25

ATTEST:

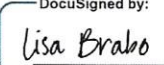
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 6-10-25

CONTRACTOR:

FAMILY SERVICE AGENCY OF SANTA BARBARA COUNTY

By: 
Authorized Representative

Name: Lisa Brabo
Title: Chief Executive Officer
Date: 5/29/2025

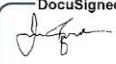
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:  for
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager