

County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

October 4, 2022

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00866

RE: Consider recommendations regarding a First Amendment to the Mental Wellness Center Agreement, Fiscal Years (FYs) 2021-2024, as follows:

a) Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with Mental Health Association in Santa Barbara County, Inc. (dba Mental Wellness Center) (a local vendor), referenced as BC 21-033, to modify the staffing requirements for the Intensive Residential Programs and Polly's House to increase the full time equivalent (FTE) allocations for the Residential Administrator and Transportation Coordinator positions; update Exhibits B-1 and B-2 of the Agreement for FYs 2022-2023 and 2023-2024; and add \$964,958.00 to the contract for a new total contract maximum amount not to exceed \$7,436,811.00, inclusive of \$2,152,751.00 for FY 2021-2022, \$2,642,030.00 for FY 2022-2023, and \$2,642,030.00 for FY 2023-2024, for the period of July 1, 2021 through June 30, 2024;

b) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the Agreement for convenience per Section 20 of the Agreement; make immaterial changes to the Agreement per Section 26 of the Agreement; modify Program staffing requirements per Exhibit A-2 of the Agreement; reallocate funds between funding sources with discretion per Exhibit B of the Agreement; reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources per Exhibit B-1 of the Agreement; adjust the provisional rate with discretion per Exhibit B of the Agreement; increase or remove the County Maximum Allowable Rate with discretion per Exhibit B-1 of the Agreement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

c) Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

October 4, 2022

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

a) Approved, ratified and authorized; Chair to execute;

b) Delegated; and

c) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

OF SANTA	AGENI Clerk of the B 105 E. Anapar Santa Barl	5 SUPERVISORS DA LETTER oard of Supervisors mu Street, Suite 407 bara, CA 93101) 568-2240	Agenda Number:	
			Department Name: Department No.: For Agenda Of: Placement: Estimated Time: Continued Item: If Yes, date from: Vote Required:	Behavioral Wellness 043 October 4, 2022 Administrative No Majority
то:	Board of Supervise	ors		DS
FROM: SUBJECT:	Department Director(s) Contact Info: Behavioral Welln	John Winckler, LMI	vioral Wellness (805) FT, Division Chief of vioral Wellness (805)	Clinical Operations) 681-5220
	sel Concurrence			

As to form: Yes

Auditor-Controller Concurrence As to form: Yes

Other Concurrence: Risk Management As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with Mental Health Association in Santa Barbara County, Inc. (dba Mental Wellness Center) (a local vendor), referenced as BC 21-033, to modify the staffing requirements for the Intensive Residential Programs and Polly's House to increase the full time equivalent (FTE) allocations for the Residential Administrator and Transportation Coordinator positions; update Exhibits B-1 and B-2 for FYs 22-23 and 23-24; and add \$964,958 to the contract for a new total contract maximum amount not to exceed \$7,436,811, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$2,642,030 for FY 23-24, for the period of July 1, 2021 through June 30, 2024;
- B. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the Agreement for convenience per Section 20 of the Agreement; make immaterial changes to the Agreement per Section 26 of the Agreement; modify Program staffing requirements per Exhibit A-2 of the Agreement; reallocate funds between funding sources with discretion per Exhibit B of the Agreement; reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources per Exhibit B-1 of the Agreement; adjust the provisional rate with discretion per Exhibit B of the Agreement; increase or remove the County Maximum Allowable Rate with discretion per Exhibit B-1 of the Agreement; and

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amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

C. Determine that the above actions are government funding mechanisms or other government fiscal activities, which do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text:

Santa Barbara County Department of Behavioral Wellness (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 (CBOs). Mental Health Association in Santa Barbara County, Inc. (dba Mental Wellness Center) provides residential and community mental health services to adults in the Santa Barbara area. The Mental Wellness Center (MWC) Family Advocate offers services to families of clients with serious and persistent mental illnesses (SMI) through education, support and linkage to resources.

BWell wishes to amend the FY 21-24 Agreement for Services of Independent Contractor with Mental Wellness Center to modify the staffing requirements for the Intensive Residential Programs and Polly's House to increase the FTE allocations for the Residential Administrator and Transportation Coordinator positions; update Exhibits B-1 and B-2 for FYs 22-23 and 23-24; and add \$964,958 to the contract for a new total contract maximum amount not to exceed \$7,436,811, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$2,642,030 for FY 23-24, for the period of July 1, 2021 through June 30, 2024.

Background:

Behavioral Wellness contracted with Mental Health Association in Santa Barbara County, Inc. (dba Mental Wellness Center) to provide intensive residential services through Casa Juana Maria and Cottage Grove House programs, which are Adult Residential Facilities that provide in-home rehabilitation and support services to residents. MWC also operates both Alameda House, an adult housing program for individuals with SMI, and Polly's House, which provides the same individuals with adult housing supports (intensive residential services). The De La Vina House provides permanent housing, single room occupancy for clients. This program provides greatly needed housing for the chronically homeless individuals who meet the Continuum of Care (Shelter Plus Care) eligibility. BWell's Homeless Outreach Worker and other County-contracted providers refer clients who meet the criteria for placement. MWC also operates the Santa Barbara Recovery Learning Center (RLC), which offers the Consumer-Led Program, a program that provides peer support, self-help and connections to community resources, including health and wellness activities as well as a computer lab for clients to have access to computers and learn related skills.

On April 16, 2021, Mental Wellness Center was selected through the RFP process and awarded \$360,000 per year for a three-year period, subject to annual budget appropriations, to provide RLC, Family Advocate and Peer Technology Suite (Peer Tech Suite) Program Services. The Mental Wellness Center RLC Program will include computer access and technology training and classes with a focus on introducing and supporting the Peer Tech Suite to the clients/members of the RLC program.

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An amendment is necessary to provide additional funding for Mental Wellness Center to pay competitive wages to retain staff. Mental Wellness Center has experienced high staff turnover in the past year with many leaving for similar facilities that pay higher wages. The proposed wage increases are in line with comparable facilities and positions in the behavioral health field. Additional funding is also needed to expand staffing at several facilities to ensure adequate oversight and care of the clients, as the medical and mental health needs of Mental Wellness Center's 29 current residents have become increasingly complex. The percentage of residents over the age of 59 (requiring an exemption from Community Care Licensing to continue their residency) has risen to 50%. Many residents also live with chronic health conditions. This, combined with the COVID-19 protocols established by Mental Wellness Center's care teams, has increased the level of staffing needed to provide care to residents.

Performance Measure:

Performance goals for the housing programs are as follows:

- Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems;
- Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community;

Performance measures for the housing programs are:

- Reduce incarceration/juvenile hall to 5% or lower;
- Reduce client psychiatric inpatient admissions to 5% or lower;
- Reduce physical health hospitalizations to 10% or lower;
- Reduce physical health emergency care to 10% or lower;
- Clients with stable/permanent housing will be at 95% or higher;
- Clients engaged in purposeful activities will be 40% or higher;
- Clients discharged to a higher level of care will be at 15% or lower; and
- Clients discharged to a lower level of care will be at 85% or higher.

Performance goals for the Recovery Learning Center/Family Advocate and Peer Tech Suite are as follows:

- Create peer-run supports and services that build bridges to local communities and engage natural community supports;
- Increase participant access to technology and training; and
- Support family members throughout the County.

Performance measures for the Recovery Learning Center/Family Advocate and Peer Tech Suite are:

- Provide services to at least 400 unduplicated clients (for the Family Advocate, this is 200);
- Provide at least 7,200 client visits (for the Family Advocate, this is 1000);
- Provide 24 (2/month) outreach events (RLC only);
- Attendees to outreach events will be at least 1,200 (RLC only);
- Provide 24 (2/month) support group meetings (RLC only);
- Provide 40 (10/quarter) computer classes (RLC/Peer Tech Suite only);
- Have at least 200 client visits to the computer lab (RLC/Peer Tech Suite only);
- Provide 12 (1/month) outings or educational events with clients (RLC only);
- Provide 24 (2/month) trainings about consumer and family member issues (Family Advocate only);

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- Serve 25 unique client service in Spanish (Family Advocate only); and
- Link 40 (10% of clients served) to additional services (for the Family Advocate, this is 20 (10% of families served).

Contract Renewals and Performance Outcomes:

During FY 2021-22:

- **Casa Juana Maria** met 4 of their 6 goals (not including two discharge goals). They served 6 clients with no discharges. All 6 clients had stable/permanent housing. There were no inpatient hospitalizations, ER visits or jail days; 13% were hospitalized for physical healthcare with a goal of 10% or less and 21% were engaged in a purposeful activity with a goal of 40% or more.
- Alameda House met 5 of their 8 goals. They served an average of 5 clients per quarter with 2 discharges; 9% were admitted to acute psychiatric inpatient care with a goal of 5% or less; 4% received emergency care for physical health with a goal of 10% or less; no clients were hospitalized for physical health; 4% were incarcerated with a goal of 5% or less; 92% had stable/permanent housing with a goal of 95% or more; no clients were engaged in a purposeful activity with a goal of 40% or more; both discharges were same level of care.
- **Cottage Grove House** met 2 of their 8 goals. They served an average of 5 clients per quarter with 5 total discharges; 12% were admitted to acute psychiatric inpatient care with a goal of 5% or less; 7% received emergency care for physical health with a goal of 10% or less; 4% were hospitalized for physical health with a goal of 10% or less; 9% were incarcerated with a goal of 5% or less; 85% had stable/permanent housing with a goal of 95% or more; no clients were engaged in a purposeful activity with a goal of 40% or more; 2 of the discharges were discharged to a higher level of care (40%) with a goal of 15% or less; no one was discharged to a lower level of care.
- **Polly's House** met 5 of their 8 goals. They served an average of 11 clients per quarter with one total discharge; 2% were admitted to acute psychiatric inpatient care with a goal of 5% or less; 17% received emergency care for physical health with a goal of 10% or less; 2% were hospitalized for physical health with a goal of 10% or less; there were no incarcerations; 98% had stable/permanent housing with a goal of 95% or more; 3% were engaged in a purposeful activity with a goal of 40% or more; the one discharge was discharged to same level of care (not higher nor lower).
- **De La Vina House** met 4 of their 6 goals (not including two discharge goals). They served 5 clients with no discharges. There were no inpatient hospitalizations and no jail days; there were no ER visits for physical healthcare; 75% had stable/permanent housing with a goal of 95% or more; 30% were engaged in a purposeful activity with a goal of 40% or more.
- **Recovery Learning Center (RLC)**: They served an average of 81 clients per quarter and had a total of 9,900 client visits. They held 20 support groups, 80 support group meetings; 3 classes; 3 outings/educational events; served 320 unserved/underserved clients; and referred 129 clients to additional services.
- **RLC Family Advocate**: They served an average of 106 clients per quarter. There were 11 client visits; 51 support groups; 362 support group meetings; 13 educational events; 16 clients received services in Spanish; served 388 unserved/underserved clients; and referred 268 clients to additional services.

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Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding</u> Sources	<u>FY</u>	21-22 Cost	<u>FY</u>	22-23 Cost	<u>FY</u>	23-24 Cost	 Overall FY 1-24 Cost
General Fund							
State	\$	1,251,849.00	\$	1,570,402.00	\$	1,570,402.00	
Federal	\$	599,815.00	\$	782,534.00	\$	782,534.00	
Fees							
County:	\$	301,088.00	\$	289,094.00	\$	289,094.00	
Total:	\$	2,152,751.00	\$	2,642,030.00	\$	2,642,030.00	\$ 7,436,811.00

Narrative: The above-referenced contract is funded by State, Federal and County funds. The funding sources were included in the FY 21-22 and FY 22-23 Adopted Budgets.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to County.

Special Instructions:

Please email one (1) Minute Order and one (1) complete executed agreement to Bethany Le at <u>bethle@sbcbwell.org</u> and to the BWell Contracts Division at <u>bwellcontractsstaff@sbcbwell.org</u>.

Attachments:

Attachment A: Mental Wellness Center FY 21-24 First Amendment Attachment B: Mental Wellness Center FY 21-24 Board Contract

Authored by:

B. Le

Board Contract: 21-033

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Between

COUNTY OF SANTA BARBARA DEPARTMENT OF BEHAVIORAL WELLNESS AND

MENTAL HEALTH ASSOCIATION IN SANTA BARBARA COUNTY (DBA MENTAL WELLNESS CENTER)

FOR

MENTAL HEALTH SERVICES

FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as BC 21-033, by and between the County of Santa Barbara (County), a political subdivision of the state of California, and Mental Health Association in Santa Barbara County (DBA Mental Wellness Center) (Contractor), a California nonprofit, wherein Contractor agrees to provide, and County agrees to accept, the services specified herein (Agreement).

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

WHEREAS, on June 22, 2021, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 21-033, for the provision of adult mental health services for a total contract maximum amount not to exceed **\$6,471,853**, inclusive of \$2,152,751 for FY 21-22, \$2,143,475 for FY 22-23, and \$2,175,627 for FY 23-24, for the period of July 1, 2021 through June 30, 2024, subject to annual budget appropriations; and

WHEREAS, through this First Amended Agreement, the County and Contractor wish to modify the staffing requirements for the Intensive Residential Programs and Polly's House to increase the full time equivalent (FTE) allocations for the Residential Administrator and Transportation Coordinator positions; update Exhibits B-1 and B-2 for FYs 22-23 and 23-24; and add \$964,958 to the contract for a new total contract maximum amount not to exceed \$7,436,811, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$2,642,030 for FY 23-24, for the period of July 1, 2021 through June 30, 2024.

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

I. Delete <u>Section 11 (Staffing) of Exhibit A-2 (Statement of Work: MHS – Intensive</u> <u>Residential Programs)</u> and replace it with the following:

- 11. **STAFFING.** For all programs, Contractor shall abide by CCLD staffing requirements for coverage 24-hours a day, seven (7) days a week with on-call staff as necessary for emergency situations. Contractor shall adhere to the Program staffing requirements outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. Contractor shall employ staff in the positions listed following, at the approximate Full Time Equivalent (FTE) levels indicated for each program:
 - A. Alameda House Contractor shall establish and employ a service delivery team for the program, with 6.82 Full Time Equivalent (FTE) as follows:
 - i. 0.25 FTE Residential Service Manager, defined in section 11.D
 - ii. 1.0 FTE Residential Administrator, defined in section 11.E
 - iii. 3.75 FTE Direct Care Workers, defined in section 11.F
 - iv. 1.25 FTE Consumer Family Peer Direct Care Workers, defined in section 11.F

MWC FY 21-24 BC AM1

- v. 0.50 FTE Transportation Coordinator, defined in section 11.G
- vi. 0.05 FTE Operations Coordinator, defined in section 11.H
- vii. 0.02 FTE Clinician defined in section 11.I
- B. Casa Juana Maria Contractor shall establish and employ a service delivery team for the program, with 6.57 Full Time Equivalent (FTE) as follows:
 - i. 0.25 FTE Residential Service Manager, defined in section 11.D
 - ii. 1.0 FTE Residential Administrator, defined in section 11.E
 - iii. 3.75 FTE Direct Care Workers, defined in section 11.F
 - iv. 1.25 FTE Consumer Family Peer Direct Care Workers, defined in section 11.F.
 - v. 0.25 FTE Transportation Coordinator, defined in section 11.G
 - vi. 0.05 Operations Coordinator, defined in section 11.H
 - vii. 0.02 Clinician, defined in section 11.I
- C. CG House Contractor shall establish and employ a service delivery team for the program, with 6.82 Full Time Equivalent (FTE) as follows:
 - i. 0.25 FTE Residential Service Manager, defined in section 11.D
 - ii. 1.0 FTE Residential Administrator, defined in section 11.E
 - iii. 3.75 Direct Care Workers, defined in section 11.F
 - iv. 1.25 FTE Consumer Family Peer Direct Care Workers, defined in section 11.F.
 - v. 0.5 FTE Transportation Coordinator/Direct Care Worker, defined in section 11.G.
 - vi. 0.05 FTE Operations Coordinator, defined in section 11.H
 - vii. 0.02 FTE Clinician, defined in section 11.I.
- D. Residential Service Manager: This position shall act as the Program Supervisor and shall be a licensed/waivered/registered MHRS. The Residential Service Manager shall have a Master's degree in a related field and at least two years of direct experience working with adults with serious mental illness, including at least two years of residential and program management and/or supervisory experience in a mental health setting. In addition, the Residential Service Manager shall perform the following duties:
 - i. Provide overall Program Supervision;
 - ii. Develop and maintain facility standards of care congruent with the population seeking placement;
 - iii. Coordinate admissions with administrator and Clinician including supervising assessments, care plans and move-ins; and
 - iv. Oversee client admission interviews.
- E. Residential Administrator is the Adult Residential Facility (ARF) CCLD Administrator of the Program. The Residential Administrator shall have an ARF certification and at least two years of direct experience working with adults with

serious mental illness. The Residential Administrator shall perform the following duties:

- i. Coordinate and develop facility policies and procedures of care congruent with the population seeking placement with the Residential Service Manager;
- ii. Maintain the facility in compliance with all CCLD, local, state and federal requirements; and
- iii. Maintain sound practices and procedures for individual client care and individualized plans for clients.
- F. Direct Care Workers and Consumer Family Peer Direct Care Workers (including Direct Care with CCLD Administrator certification). Direct Care workers shall be at minimum Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure 4.015. Direct Care workers shall perform the following duties:
 - i. Assist with activities of daily living, including passing out medication as assigned and following facility protocol, licensing regulation and guidelines for both client and employee safety;
 - ii. Follow safety guidelines in the facility, including universal precautions when providing care to clients; and
 - iii. Follow the individual service plan and individual program plan for each client.
 - iv. Those assigned as Consumer Family Peers should be individuals with lived experience or family/care givers of those with lived experience. Programming should include peer groups and activities that embody recovery, resilience, and wellness principles.
- G. Transportation Coordinator shall perform the following duties:
 - i. Provide transportation to clients as delegated by Residential Service Manager
 - ii. Follow safety guidelines in the facility;
 - iii. Follow the individual service plan and individual plan for each client; and
 - iv. Function as a team member, assisting coworkers as the need arises.
- H. Operations Coordinator: Meets criteria for Mental Health Rehabilitation Specialist (MHRS) and provides oversight and guidance to the teams on fulfilling all job duties and required programmatic requirements.
- I. Clinician: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC) or Clinical Psychologist licensed by state of California, current and in good standing. Minimum of three years working with mentally ill/substance abuse population.

II. Delete Section 11 (Staffing) of Exhibit A-6 (Statement of Work: MHS – Adult Housing Supports: Polly's House) and replace it with the following:

11. **STAFFING.** For all programs, Contractor shall abide by CCLD staffing requirements for coverage 24-hours per day, seven days per week with on-call staff as necessary for emergency situations. Contractor shall adhere to the Program staffing requirements

outlined below, unless otherwise approved by Behavioral Wellness in writing. Amendments to these requirements do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. Contractor shall employ staff in the positions listed following, at the approximate Full Time Equivalent (FTE) levels indicated for each program:

- A. **Polly's House -** Contractor shall establish and employ a service delivery team for the program, with 7.97 Full Time Equivalent (FTE) as follows:
 - i. 0.25 FTE Residential Service Manager, defined in section 11.B
 - ii. 1.0 FTE Residential Administrator, defined in section 11.C
 - iii. 5.0 FTE Direct Care Workers, defined in section 11.D
 - iv. 1.40 FTE Consumer Family Peer Direct Care Workers, defined in section 11.D
 - v. 0.02 FTE Clinician, defined in section 11.E
 - vi. 0.05 FTE Operations Coordinator, defined in section 11.F
 - vii. 0.25 FTE Transportation Coordinator, defined in section 11.G.
- B. Residential Service Manager: This position shall act as the Program Supervisor and shall be a licensed/waivered/registered MHRS. The Program Supervisor shall have a Master's degree in a related field and at least two years of direct experience working with adults with serious mental illness, including at least two years of residential and program management and/or supervisory experience in a mental health setting. In addition, the Program Supervisor shall perform the following duties:
 - i. Provide overall Program Supervision;
 - ii. Develop and maintain facility standards of care congruent with the population seeking placement;
 - iii. Coordinate admissions with administrator and Clinician including supervising assessments, care plans and move-ins; and
 - iv. Oversee client admission interviews.
- C. Residential Administrator is the Adult Residential Facility (ARF)CCLD Administrator of the Program. The Residential Administrator shall have an ARF certification and at least two years of direct experience working with adults with serious mental illness. The Residential Administrator shall perform the following duties:
 - i. Coordinate and develop facility policies and procedures of care congruent with the population seeking placement with the Residential Service Manager;
 - ii. Maintain the facility in compliance with all CCLD, local, state and federal requirements; and
 - iii. Maintain sound practices and procedures for individual client care and individualized plans for clients.
- D. Direct Care Workers and Consumer Family Peer Direct Care Workers (including Direct Care with CCLD Administrator certification): Direct Care workers shall be

at minimum Mental Health Workers, as defined in the Behavioral Wellness Credentialing Policy and Procedure 4.015.

Direct Care workers shall perform the following duties:

- i. Assist with activities of daily living, including passing out medication as assigned and following facility protocol, licensing regulation and guidelines for both client and employee safety;
- ii. Coordinate peer activities that include groups, trainings, and networking for the residents and staff;
- iii. Follow safety guidelines in the facility, including universal precautions when providing care to clients; and
- iv. Follow the individual service plan and individual program plan for each client.
- v. Those assigned as Consumer Family Peers should be individuals with lived experience or family/care givers of those with lived experience. Programming should include peer groups and activities that embody recovery, resilience, and wellness principles.
- E. Clinician: Meets criteria as a Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC) or Clinical Psychologist licensed by state of California, current and in good standing. Minimum of three years working with mentally ill/substance abuse population. The Clinician shall perform mental health services, as defined in section 3.
- F. Operations Coordinator: Meets criteria for Mental Health Rehabilitation Specialist (MHRS). The operations coordinator shall provide oversight and guidance to the teams on fulfilling all job duties and required regulatory and programmatic requirements.
- G. Transportation Coordinator shall perform the following duties:
 - i. Provide transportation to clients as delegated by Residential Service Manager
 - ii. Follow safety guidelines in the facility;
 - iii. Follow the individual service plan and individual plan for each client; and
 - iv. Function as a team member, assisting coworkers as the need arises.

III. Delete Section II (Maximum Contract Amount) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$2,642,030 for FY 23-24 for a total contract amount not to exceed \$7,436,811 and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1—MHS and subject to the provisions in Section I (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.

IV. Delete <u>Exhibit B-1 – MHS: Schedule of Rates and Contract Maximum</u> applicable to FY 22-23 and replace it with the following:

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

CO	NTRACTOR NAME:	Mental Wellne	ss Center			FISCAL YEAR:	2022-2023
	Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
	Medi-Cal Billable Services	Outpatient Services	15	(Individual) Crisis Intervention	Minutes Minutes	41 70	\$3.47 \$5.17
	Non -	Support	60	Life Support: Board and Care	N∕A	40	Actual Cost
	Medi-Cal Billable Services	Services	00	Other Case Management	NA	60	Actual Cost

						PRC	GR/	MS								
			F	Recovery	ſ				[
			L	earning												
				Center,									İ			
				Family	Pee	ar Technology	A	ameda			D	e La Vina				
	Casa J	luana Maria	A	dvocate		Suite		louse	C	G House		House	Pol	ly's House		TOTAL
GROSS COST:	\$	582,721	\$	362,275	\$	18,083	\$	624,319	\$	634,195	\$	148,316	\$	759,447		\$3,129,356
LESS REVENUES COLLECTED BY CONTRACTOR:																
PATIENT FEES															\$	-
CONTRIBUTIONS	\$	88,632					\$	88,632	\$	88,632	\$	58,938	\$	162,492	\$	487,326
OTHER (LIST):															\$	-
TOTAL CONTRACTOR REVENUES	\$	88,632			\$	-	\$	88,632	\$	88,632	\$	58,938	\$	162,492		\$487,326
MAXIMUM ANNUAL CONTRACT AMOUNT PAY	\$	494,089	\$	362,275	\$	18,083	\$	535,687	\$	545,563	\$	89,378	\$	596,955	\$	2,642,030
CONTRACT AMOUNT (2)																
MEDICAL (2)		449 621					*	206 270	٠	201 010			*	527.260	*	1 565 069

MAXIMUM 22-23 CONTRACT AMOUNT PAYABL	\$ 494,089	\$ 3	362,275	\$ 18,083	\$ 535,687	\$ 545,563	\$ 89,378	\$ 596,955	\$ 2,642,030
OTHER(LIST); MHSA funded client (lex funding (5)					\$ 15,000	\$ 15,000			\$ 30,000
SUBSIDY	\$ 44,468							\$ 59,695	\$ 104,163
NON-MEDI-CAL		\$	362,275	\$ 18,083	\$ 234,309	\$ 238,753	\$ 89,378		\$ 942,799
MEDI-CAL (3)	\$ 449,621				\$ 286,378	\$ 291,810		\$ 537,260	\$ 1,565,068

CONTRACTOR SIGNATURE:

-Docussioned by: Annmaric Cameron

FISCAL SERVICES SIGNATURE:

-4118C41D52E741F --DocuSkined by: Christie Boyer --SED40A50C0AD498

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

(4) Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

(5) The contract provides for flexible funds to cover client board and care costs for indigent clients. Contractor shall confirm client indigent status with County prior to placement in an indigent bed for costs to be reimbursable. Director or designee has the right to reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources, subject to the contract maximum, should board and care costs exceed the amount estimated in the Exhibit B-1.

V. Delete Exhibit B-1 – MHS: Schedule of Rates and Contract Maximum applicable to FY 23-24 and replace it with the following:

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

CONTRACTOR NAME:	Mental Wellne	ss Center			FISCAL YEAR:	/0/.3-/0/4
Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
Medi-Cal Billable Services	Outpatient Services	15	(Individual) Crisis Intervention	Minutes Minutes	41 70	\$3.54 \$5.27
Non -	Support	CD	Life Support: Board and Care		40	Actual Cost
Medi-Cal Billable Services	Services	60	Other Case Management	N/A	60	Actual Cost

					PRO	GR	AMS								
			L	ecovery earning Center,											
				Family	Peer Technology		Nameda			D	e La Vina				
	Casa Ji	uana Maria	A	dvocate	Suite		House	c	GHouse		House	Poi	ly's House		TOTAL
GROSS COST:	\$	582,721	\$	362,275	\$ 18,083	\$	624,319	\$	634,195	\$	148,316	\$	759,447		\$3,129,356
LESS REVENUES COLLECTED BY CONTRACTOR:															
PATIENT FEES														\$	-
CONTRIBUTIONS	\$	88,632				\$	88,632	\$	88,632	\$	58,938	\$	162,492	\$	487,326
OTHER (LIST):														\$	-
TOTAL CONTRACTOR REVENUES	\$	88,632			\$ -	\$	88,632	\$	88,632	\$	58,938	\$	162,492		\$487,326
MAXIMUM ANNUAL CONTRACT AMOUNT P	\$	494,089	\$	362,275	\$ 18,083	\$	535,687	\$	545,563	\$	89,378	\$	596,955	\$	2,642,030
SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)															
MEDI-CAL (3)	\$	449,621				\$	286,378	\$	291,810			\$	537,260	\$	1,565,068
NON-MEDI-CAL			\$	362,275	\$ 18,083	\$	234,309	\$	238,753	\$	89,378			\$	942,799
SUBSIDY	\$	44,468										\$	59,696	\$	104,164
OTHER(LIST): MHSA funded client flex funding (5)						\$	15,000	\$	15,000					\$	30,000
MAXIMUM 23-24 CONTRACT AMOUNT PAY	\$	494,089		362 275	18 083		535,687	\$	545,563	\$	89,378	\$	596 955	•	2,642,030

CONTRACTOR SIGNATURE:	Animarie Cameron
CONTRACTOR SIGNATORE.	4119C4:052E74:F
FISCAL SERVICES SIGNATURE:	Christie Boyer

Christie Boyer

(1) Additional services may be provided if authorized by Director or designee in writing.

(2) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

(3) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

(4) Director or designee may increase or remove the CMA based on operating needs. Modifications to the CMA do not alter the Maximum Contract Amount and do not require an amendment to the contract.

(5) The contract provides for flexible funds to cover client board and care costs for indigent clients. Contractor shall confirm client indigent status with County prior to placement in an indigent bed for costs to be reimbursable. Director or designee has the right to reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources, subject to the contract maximum, should board and care costs exceed the amount estimated in the Exhibit B-1.

VI. Delete <u>Exhibit B-2 – Entity Budget by Program</u> applicable to FY 22-23 and replace it with the following:

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

AGENCY NAME: Mental Wellness Center

COUNTY FISCAL YEAR: 2022 2023

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THE #	COLUMN #	1	2	3	4	5	6	7	8	9
	I. REVENUE	SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Recovery Learning Center, Family Advocate	Peer Technology Suite
1	Behaviora	I Wellness Funding	\$ 2,642,030	\$494,089	\$535,687	\$545,563	\$596,955	\$ 89,378	\$362,275	\$ 18,083
2	Total Othe	er Revenue	\$ 2,642.030	\$494,089	\$535,687	\$545,563	\$596,955	\$ 89,378	\$362,275	\$ 18,083
3	II. Client a	ind Third Party Revenues:								
4	4350;4455	5: Rent / Client Fees	\$ 58,938					\$ 58,938		
5	4350: Boa	ard and Care / SSI	\$ 428,388	\$ 88,632	\$ 88,632	\$ 88,632	\$162,492	5-		
6	Total Clier	nt and Third Party Revenues	\$ 487,326	\$ 88,632	\$ 88.632	\$ 88,632	\$162,492	\$ 58,938	\$.	s -
7	GROSS F	PROGRAM REVENUE BUDGET	\$ 3,129,356	\$582,721	\$624,319	\$634,195	\$759,447	\$148,316	\$362,275	\$ 18,083

8	III. DIRECT COSTS	V	COUNTY HAVIORAL VELLNESS ROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Recovery Learning Center, Family Advocate	Peer Technology Suite
9	III.A. Salaries and Benefits Object Level									
10	6000-5001: Salaries (Complete Staffing Schedule)	S	1,720,908	\$347,844	\$359,804	\$359,804	\$414,820	\$ 35,948	\$187,139	\$ 15,549
11	6128-6129 Benefits (Medical, Dental, Vision & 401k)	S	132,822	\$ 26,088	\$ 26,985	\$ 26,985	\$ 31.112	\$ 3,177	\$ 17,208	\$ 1,267
12	6123-6125-6127: Payroll Costs (FICA, SUTA & WC)	5	132,822	\$ 26,088	\$ 26,985	\$ 26,985	\$ 31,112	\$ 3,177	\$ 17,208	\$ 1,267
13	Salaries and Benefits Subtotal	S	1,986,552	\$400,020	\$413,774	\$413,774	\$477,044	\$ 42,302	\$221,555	\$ 18,083
14	III.B Services and Supplies Object Level	Τ				*****				
15	6221: Rent / Mortgage	S	319,626	\$ 42,058	\$ 43,909	\$ 51,000	\$ 64,571	\$ 58,838	\$ 59,250	
16	6233: Supplies	S	40,147	\$ 7.827	\$ 6,280	\$ 6,675	\$ 15,000	\$ 4.365		
17	6234: Staff Expense / New Hire Testing	5	7,322	\$ 1,719	\$ 1,717	\$ 1,717	\$ 2,169			
18	6235: Telephone / Communication	5	31,537	\$ 5,621	\$ 6,303	\$ 7,384	\$ 9,269	\$ 2,960		
19	6237:Utilities	S	48,188	\$ 8,977	\$ 5,165	\$ 3,675	\$ 25,375	\$ 4,996		
20	6239: Repairs & Maintenance	\$	69,759	\$ 9,344	\$ 13,799	\$ 17,147	\$ 24,934	\$ 4,535		
21	6245: Mileage (reim., fuel, repairs & registration)	S	16,045	\$ 2,343	\$ 6,445	\$ 6.242	\$ 1,015			
22	6263: Equipment & Furnishings	S	22,474	\$ 4,822	\$ 6,288	\$ 6,288	\$ 2,538	\$ 2,538		
23	6265: Insurance	\$	25,530	\$ 5,218	\$ 5,218	\$ 5,218	\$ 7,318	\$ 2,558		
24	6267:Licenses	S	2,803	\$ 613	\$ 613	\$ 613	\$ 761	\$ 203		
25	6275:Professional Svcs/Client Support Counselors	\$	38,951				ş -	\$ 2,815	\$ 36,136	
26	6289: Miscellaneous	\$	3,079	\$ 540	\$ 508	\$ 508	\$ 1,015	\$ 508		
27	6388: Depreciation	S							****	
28	Services and Supplies Subtotal	\$	625,461	\$ 89,082	\$ 96,245	\$106,467	\$153,965	\$ 84,316	\$ 95,386	
29	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)									
30	Food - SSI Funded	S	83,631	\$ 17,612	\$ 17,867	\$ 16,233	\$ 29,381	\$ 2,538		
31	MHSA Client Housing Support- Bad Debt	\$	30,000		\$ 15,000	\$ 15,000				
32	SUBTOTAL DIRECT COSTS	S	2,725,644	\$506,714	\$542,886	\$551,474	\$660,390	\$129,156	\$316,941	\$ 18,083
33	IV. INDIRECT COSTS									
34	6999: Administrative Indirect Costs (Reimbursement limited to 15%)	\$	403,712	\$ 76,007	\$ 81,433	\$ 82,721	\$ 99,057	\$ 19,160	\$ 45,334	
35	GROSS DIRECT AND INDIRECT COSTS	\$	3,129,356	\$582,721	\$624,319	\$634,195	\$759,447	\$148,316	\$362,275	\$ 18,083

VIII. Delete <u>Exhibit B-2 – Entity Budget by Program</u> applicable to FY 23-24 and replace it with the following:

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

AC	GENCY N	IAME:	Mental Wellnes	s Center							
<u>_C(</u>	DUNTY F	ISCAL YEAR:	2023 2024	-							
Gr	ay Shade	ed cells contain	formulas, do not	t overwrite							
REMI	COLUMN #		1	2	3	4	5	6	7	8	9
	I. REVEN	IUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Recovery Learning Center, Family Advocate	Peer Technology Suite
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2	Total Oth	er Revenue		\$ 2,642,030	\$494,089	\$535,687	\$545,563	\$596.955	\$ 89,378	\$362,275	\$ 18,083
3	II. Client	and Third Party Re	wenues:								
4	4350;445	5: Rent / Client Fee	es	\$ 58,938					\$ 58,938		
5	4350: Boa	ard and Care / SSI		\$ 428,388	\$ 88,632	\$ 88,632	\$ 88,632	\$162,492	ş -		
6	Total Clie	nt and Third Party	Revenues	\$ 487,326	\$ 88,632	\$ 88,632	\$ 88,632	\$162,492	\$ 58,938	ş -	ş .
7	GROSS F	PROGRAM REVEN	NUE BUDGET	\$ 3,129,356	\$582,721	\$624,319	\$634,195	\$759,447	\$148,316	\$362,275	\$ 18,083

8	III. DIRECT COSTS	BEH Wi PR	OUNTY IAVIORAL ELLNESS OGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Recovery Learning Center, Family Advocate	Peer Technology Suite
9	III.A. Salaries and Benefits Object Level									
10	6000-6001: Salaries (Complete Staffing Schedule)	\$	1,720,908	\$347,844	\$359,804	\$359,804	\$414,820	\$ 35,948	\$187,139	\$ 15,549
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19	6237:Utilities	\$	48,188	\$ 8,977	\$ 5,165	\$ 3,675	\$ 25,375	\$ 4,996		
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24	6267:Licenses	\$	2,803	\$ 613	\$ 613	\$ 613	\$ 761	\$ 203		
25	6275:Professional Svcs/Client Support Counselors	Ş	38,951				s -	\$ 2,815	\$ 36,136	
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28	Services and Supplies Subtotal	\$	625,461	\$ 89,082	\$ 96,245	\$106,467	\$153,965	\$ 84,316	\$ 95,386	
29	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)									
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33	IV. INDIRECT COSTS									
34	6999: Administrative Indirect Costs (Reimbursement limited to 15%)	5	403,712	\$ 76,007	\$ 81,433	\$ 82,721	\$ 99.057	\$ 19,160	\$ 45,334	s -
35	GROSS DIRECT AND INDIRECT COSTS	\$	3,129,356	\$582,721	\$624,319	\$634,195	\$759,447	\$148,316	\$362,275	\$ 18,083

- IX. Effectiveness. The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, 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.
- X. Execution of Counterparts. This First Amended Agreement 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

First Amendment to the Agreement for Services of Independent Contractor between the County of Santa Barbara and Mental Health Association in Santa Barbara County dba Mental Wellness Center.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:

AN HARTMANN. CHAIR BOARD OF SUPERVISORS

10-4-22

Date:

ATTEST:

MONA MIYASATO COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

Deputy Clerk 10-4-22 Date:

CONTRACTOR:

MENTAL HEALTH ASSOCIATION IN SANTA BARBARA COUNTY DBA MENTAL WELLNESS CENTER

By:	Docusigned by: Annmanic Cameroin 4119C41052E741F	
Name:	Authorized Representative Annmarie Cameron	
Title:	CEO	
Date:	9/20/2022	-

APPROVED AS TO FORM:

RACHEL VAN MULLEM COUNTY COUNSEL

By:

Bo Ba Deputy County Counsel

RECOMMENDED FOR APPROVAL:

-DocuSigned by:

ANTONETTE NAVARRO, LMFT DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS

By:

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA AUDITOR-CONTROLLER

By: Robert Guis Description Description

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM RISK MANAGER

By:

	DocuSigned by:	
	Gry Millig	m
7-		
	Kisk Manag	ger

MWC FY 21-24 BC AM1

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