

**SECOND 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

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

THIS SECOND 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 (Second Amended 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 (Agreement);

WHEREAS, on October 4, 2022, the County Board of Supervisors approved the First Amendment to the Agreement, 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 (First Amended Agreement); and

WHEREAS, through this Second Amended Agreement, the County and Contractor wish to update the service descriptions for intensive residential programs (Exhibits A-2 and A-6), rename the Recovery Learning Center to Wellness Center, add a new program Statement of Work for Peer and Parent Partners in Wellness, implement California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform changes to the Agreement through the addition of a new Exhibit B-MHS (Financial Provisions) for FY 23-24, new Exhibit B-1-MHS (Schedule of Rates and Contract Maximum) for FY 23-24, and new Exhibit B-2 (Entity Budget by Program) for FY 23-24, and add \$830,195 in Mental Health Services funding to FY 23-24 for a new total contract maximum amount not to exceed **\$8,267,006**, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$3,472,225 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. Add subsection A.vi Adult Residential Treatment Services to Section 3 (Services) of Exhibit A-2 Statement of Work: MHS – Intensive Residential Programs as follows:

vi. Adult Residential Treatment Services. Adult Residential Treatment Services are rehabilitative services provided in a non-institutional residential setting for

beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program.

- a. Adult Residential Treatment Services include a range of activities and services that support beneficiaries in their effort to restore, maintain and apply interpersonal and independent living skills and access community support systems. The services are available 24 hours a day, seven days a week. Service activities may include, but are not limited to, Rehabilitation and Collateral. Adult Residential Treatment Services are provided in Social Rehabilitation Facilities licensed under the provisions of CCR, Title 22, and certified under the provisions of CCR Title 9.

II. Delete and replace the heading and Section 1 (Program Summary) of Exhibit A-3 Statement of Work: MHS Recovery Learning Center and Family Advocate as follows:

**EXHIBIT A-3
STATEMENT OF WORK: MHS
WELLNESS CENTER AND FAMILY ADVOCATE**

1. **PROGRAM SUMMARY.** The Santa Barbara Wellness Center and Family Advocate (hereafter “the Program”) provides a combination of wellness and recovery-oriented services to persons with severe mental illness (SMI) (hereafter “clients”) and outreach, linkage to care and recovery-oriented activities to their families (collectively referred to hereafter as “Participants”).

The Program is located at 617 Garden Street, Santa Barbara, California. The Program shall provide services designed and led by clients and shall be responsible for developing and supporting the following:

- A. Peer-led wellness and recovery-oriented groups and trainings, as well as one-to-one peer support;
- B. Assistance to persons with mental illness to develop social relationships and activities in the community;
- C. Connections among individuals living with mental illness;
- D. Peer support competencies and leadership skills for those clients interested in achieving these goals;
- E. Family support and empowerment activities, such as family support groups; and
- F. Resource information for community members, clients, and families of individuals with mental illness, to increase understanding of mental illness and bolster the community’s ability to support persons with mental illness.

III. Delete subsection A of Section 3 (Services) of Exhibit A-6 Statement of Work: MHS – Adult Housing Supports: Polly’s House and replace with the following:

A. Contractor shall provide the following mental health services, as needed and indicated on the Client Service Plan (see Section 9 Documentation Requirements), to Program clients:

i. **Case Management.** Case Management means services that assist a client to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The services activities may include but are not limited to communication, coordination and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress, placement services, and plan development. (CCR, Title 9, Section 1810.249).

ii. **Collateral.** Collateral services are delivered to a client's significant support person(s) for the purpose of meeting the mental health needs of the client in terms of achieving the goals of the client's Client Service Plan (client plan), as defined in Title 9 CCR Section 1810.206. A significant support person is a person who has or could have a significant role in the successful outcome of treatment, including but not limited to parents of a client, legal guardians or representatives of a client, a person living in the same household as the client, the client's spouse, and the relatives of the client, as defined in Title 9 CCR Section 1810.246.1.

Collateral services may include, but are not limited to, consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the client, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s) in achieving the goals of the client plan. The client need not be present for this service activity. Consultation with other service providers is not considered a collateral service.

iii. **Crisis Intervention.** Crisis intervention is a service lasting less than 24 hours, to or on behalf of a client for a condition that requires a more timely response than a regularly scheduled visit, as defined in Title 9 CCR Section 1810.209. Service activities include, but are not limited to: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site and staffing requirements as defined in Sections 1840.338 and 1840.348 (CCR). Contractor shall be available 24 hours per day, 7 days per week to provide crisis intervention services.

a. When clients have an emergent need while at the Program, Contractor shall work to manage the client's needs to prevent crisis. If crisis assistance is needed, Contractor will work directly with Behavioral Wellness crisis service teams and/or mental health clinic staff to engage in a supported response to the client's needs.

b. Contractor shall ensure availability of telephone and face-to-face contact with clients 24 hours per day, seven days per week to respond to requests by Behavioral Wellness in the event that specialized knowledge from the Program is required. Response to Behavioral Wellness may be by both telephone and in person. If a physical response is required, staff shall arrive no later than 30 minutes from the time of the call.

- iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring the client’s progress, as defined in Title 9 CCR Section 1810.232.
- v. **Rehabilitation.** Rehabilitation is defined as a service activity that includes but is not limited to, assistance in improving, maintaining or restoring a client’s or a group of clients’ functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, support resources, and/or medication education (excludes services provided under Medication Support, as defined in Title 9 CCR Section 1810.225), as defined in Title 9 CCR Section 1810.243.
- vi. **Adult Residential Treatment Services.** Adult Residential Treatment Services are rehabilitative services provided in a non-institutional residential setting for beneficiaries who would be at risk of hospitalization or other institutional placement if they were not in a residential treatment program.
 - a. Adult Residential Treatment Services include a range of activities and services that support beneficiaries in their effort to restore, maintain and apply interpersonal and independent living skills and access community support systems. The services are available 24 hours a day, seven days a week. Service activities may include, but are not limited to, Rehabilitation and Collateral. Adult Residential Treatment Services are provided in Social Rehabilitation Facilities licensed under the provisions of CCR, Title 22, and certified under the provisions of CCR Title 9.

IV. Add Exhibit A-7 Statement of Work: MHS – Peer and Parent Partners in Wellness as follows:

EXHIBIT A-7

STATEMENT OF WORK: MHS

Peer and Parent Partners in Wellness

1. **PROGRAM SUMMARY.** This program will be a Mental Health Services Act (MHSA) funded program in the Prevention and Early Intervention (Prevention) category and will be considered a prevention program. The purpose of this program is to encourage mental health and wellness by working to reduce negative outcomes that result from untreated mental illness. Mental Wellness Center (“MWC” or “Contractor”) shall provide the Peer and Parent Partners in Wellness program (hereafter “the Program”) which employs a trained, diverse team of peers, family advocates, and clinical staff (“the Team”) who will work in the home or in the field at the Mental Wellness Center to engage and support the mental health needs of referred families. The Team will establish individual relationships with both the caregiving family members and the identified consumers with the goal of providing education, support, and connection to natural supports and mental health resources in the community. The Program is not intended to be used as a crisis intervention team or long-term case management team. 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. 617 Garden St., Santa Barbara, CA 93101.

2 PROGRAM GOALS. Contractor shall:

- A. Provide education, support, and connection to natural supports and mental health resources to adults with a serious and persistent mental illness and their families;
- B. Work with caregivers and consumers that need engagement, education, and support, moving the whole family towards a community of recovery and support;
- C. Move consumers towards independent living; and
- D. Connect consumers to the ongoing resources of Mental Wellness Center, National Alliance on Mental Illness (NAMI), and other community resources.

3 SERVICES. Contractor shall provide the following services:

A. Engagement.

- 1. Establish connections to supportive Team, offering a listening and unbiased stance on supporting the needs of the whole family. The Program will serve twelve (12) families per year and three (3) families per quarter. Contractor will engage with each family a minimum of twelve (12) times per quarter, for a total of thirty-six (36) times per quarter. Contractor will engage with two or three visits per week in the beginning of engagement. After six to nine months, when families are connected to other resources and services begin to be less necessary, engagements will become less frequent, and new families may be referred and engaged.
- 2. Engage in social-emotional-holistic prevention activities to build trusting connections to both the caregivers and the client (e.g., walks, cup of coffee/tea, art and wellness activities). Contractor will offer at least twelve (12) prevention activities per quarter.
- 3. Accompany peers and parents to wellness activities and support groups offered by MWC and/or NAMI. Contractor will accompany peers and parents to at least twelve (12) wellness activities/support groups per quarter.

B. Education.

- 1. Increase family understanding of mental illness including signs, symptoms, and basic strategies for self-care.
- 2. Offer more specific information and educational materials about effective treatment options and the process of accessing treatment, including Wellness Recovery Action Plan (WRAP) planning, when appropriate.
- 3. Provide educational materials about common objections/barriers to treatment and understanding anosognosia and stigma. Contractor will disperse at least six (6) mental health educational materials to families and consumers per quarter.
- 4. Assist with access and linkages to community services such as MWC and NAMI educational groups and activities that build deeper understanding of recovery.
- 5. Contractor will offer at least eight (8) mental health educational trainings to families per quarter. Trainings will cover information about mental illness and

specific diagnoses and the treatments available; how to access resources for persons with mental illness; how to access other resources for financial and emotional support for those living with someone with mental illness; and trainings on self-care and wellness such as walking, mediation, nutrition, and emotional regulation. The objective of these trainings is to increase the family's understanding of mental illness, including signs and symptoms, and increase their knowledge of community supports and basic strategies for self-care.

C. Long Term Goal Setting.

1. After the Engagement and Education phases of the program, the Team will address the individual needs of family members for topics that may include secondary strains on employment, financial stress, reduced quality of life, fatigue, anticipatory grief and depression experienced by the caregivers, and work on providing a warm handoff to long-term resources and long-term goal setting for consumers and families.
2. After the Engagement and Education phases of the program, the Team will address person-centered planning with the identified peer and barriers to independence and treatment.
3. When appropriate, Program staff will offer Wellness Recovery Action Plan (WRAP) planning (workshop) to consumers. This is a peer-led training that can aid in consumers' recovery, and will be available to consumers if they wish to engage in WRAP planning.

4. OPERATIONS.

A. **Service Intensity.** The Program shall serve twelve (12) families per year and three (3) families per quarter.

B. **Location.** The region served will be South Santa Barbara County.

5. CLIENTS/PROGRAM CAPACITY.

A. The Program shall serve families with adults living with a serious and persistent mental illness.

B. The priority demographic of the identified consumers is 18-30 years of age, residing in the caregiver's home, and exhibiting signs of resistance to treatment or anosognosia.

6. REFERRALS.

A. Referrals may come from the Family Advocates, Mental Wellness Center, or NAMI. Program staff will determine eligibility on a case-by-case basis.

7. DOCUMENTATION REQUIREMENTS.

A. Contractors receiving MHSA PEI funding shall track and report to County individual-level data by demographic category in accordance with the MHSA PEI Regulations, currently available at https://mhsoac.ca.gov/wp-content/uploads/PEI-Regulations_As_Of_July-2018.pdf. The specific data reporting requirements are outlined in Exhibit E (Program Goals, Outcomes, and Measures).

8. STAFFING REQUIREMENTS. 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. The Program shall be staffed as follows:

- i. 2.0 Full Time Equivalent (FTE) Trained Recovery Specialist Peer Partners (2.0 FTE Spanish/English bilingual preferred).
- ii. 1.25 FTE Trained Family Advocate Parent Partners (1.0 FTE Spanish/English bilingual preferred).
- iii. 0.75 FTE Trained Family Advocate Parent Partners (already funded in the Recovery Learning Center).
- iv. 1.0 FTE Spanish/English Bilingual Clinician preferred.
- v. 0.25 Program Supervisor.
- vi. Additional Contractor staff will be incorporated to work in collaboration with this Team including RLC Peers, Social Work and MFT Interns, and NAMI volunteers.

B. Program staff shall be licensed mental health professionals or waived/registered professionals, as defined in Title 9 CCR Sections 1810.223 and 1810.254, respectively; graduate student interns/trainees or interns/trainees; Mental Health Rehabilitation Specialists (MHRS), Qualified Mental Health Workers (QMHW), or Mental Health Workers (MHW); or Certified Peer Support Specialists as specified below.

1. Licensed mental health professional under Title 9 CCR Section 1810.223 include:
 - i. Licensed physicians;
 - ii. Licensed psychologists;
 - iii. Licensed clinical social workers;
 - iv. Licensed marriage and family therapists;
 - v. Licensed psychiatric technicians;
 - vi. Registered Nurses; and
 - vii. Licensed Vocational Nurses.
2. Waivered/Registered Professional under 9 CCR Section 1810.254 means an individual who:
 - i. Has a waiver of psychologist licensure issued by DHCS; or
 - ii. Has registered with the corresponding state licensing authority for psychologists, marriage and family therapists, or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist, or clinical social worker licensure.
3. Graduate Student Interns/Trainees and Interns/Trainees. Contractor may utilize interns or trainees as staff to provide services but only as is consistent with any and all applicable laws, regulations, and policies, as may be amended, and under

direct supervision as specified in *Behavioral Wellness Policy and Procedure #8.400, Clinical Supervision of Pre-Licensed Providers*.

4. Mental Health Rehabilitation Specialist (MHRS) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
5. Qualified Mental Health Worker (QMHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
6. Mental Health Worker (MHW) is defined in *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Re-Credentialing*, as may be amended.
7. Certified Peer Support Specialist is defined in Senate Bill (SB) No. 803 Peer Support Specialist Certification Act of 2020, as may be amended.

9. PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.

- A. Contractor will provide services to at least twelve (12) families per year and three (3) families per quarter. Services shall be to family members and individuals with serious and persistent mental illness.
- B. Contractor will engage with families a minimum of twelve (12) times per quarter.
- C. Contractor will offer at least twelve (12) prevention activities per quarter.
- D. Contractor will accompany peers and parents to wellness activities and support groups offered by MWC and/or NAMI at least twelve (12) times per quarter.
- E. Contractor will offer at least eight (8) mental health educational trainings to families per quarter. The objective of these trainings is to increase the family's understanding of mental illness including signs, symptoms, and basic strategies for self-care.
- F. Contractor will disperse at least six (6) mental health educational materials to families and consumers per quarter.
- G. Contractor will offer peer-led Wellness and Recovery Action Plan trainings to consumers on a case-by-case basis.
- H. Contractor will report all individual referrals to Behavioral Healthcare providers, the Mental Wellness Center and local National Alliance for Mental Illness (NAMI) educational groups and activities, and other community Based Organizations quarterly.

- V. Delete and replace the heading of Exhibit B Financial Provisions – MHS with the following:

EXHIBIT B – FY 21-23
FINANCIAL PROVISIONS- MHS
Effective July 1, 2021 – June 30, 2023

(Applicable to programs described in Exhibit A2-A6)

(With attached Exhibit B-1 MHS, Schedule of Rates and Contract Maximum)

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit B – FY 21-23 Financial Provisions – MHS on July 1, 2021, and end performance upon completion, but no later than June 30, 2023, unless otherwise directed by County or unless earlier terminated.

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

- VI. Delete Section II (Maximum Contract Amount) of Exhibit B-MHS, Financial Provisions for FY 21-23 and replace it with the following:

i. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$8,267,006** in Mental Health funding, inclusive of \$2,152,751 for FY 21-22 and \$2,642,030 for FY 22-23, 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.

- VII. Add a new Exhibit B-MHS, Financial Provisions for FY 23-24 as follows:

EXHIBIT B – FY 23-24
FINANCIAL PROVISIONS- MHS
Effective July 1, 2023 – June 30, 2024

(Applicable to programs described in Exhibits A2-A7)

With attached *Exhibit B-1* MHS (Schedule of Rates and Contract Maximum), *Exhibit B-2* (Entity Budget by Program) and *Exhibit B-3* (Entity Rates and Codes by Service Type).

Notwithstanding any other provision of this Agreement, Contractor shall commence performance under this Exhibit B – FY 23-24 Financial Provisions – MHS on July 1, 2023, and end performance upon completion, but no later than June 30, 2024, unless otherwise directed by County or unless

earlier terminated.

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§ 14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES.

A. Performance of Services.

1. Medi-Cal Programs. For Medi-Cal specialty mental health programs, the County reimburses all eligible providers on a fee-for-service basis pursuant to a fee schedule. Eligible providers claim reimbursement for services using appropriate Current Procedural Terminology (CPT®) or Healthcare Common Procedure Coding System (HCPCS) codes. Exhibit B-3 MHS contains a rate for each Eligible Practitioner or Service Type and the relevant CPT®/HCPCS code.

2. Non-Medi-Cal Programs. For Non-Medi-Cal programs and costs, Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for deliverables as established in the Exhibit B(s) based on satisfactory performance of the services described in Exhibit A(s).

B. Medi-Cal Billable Services. The services provided by Contractor as described in Exhibit A(s) that are covered by the Medi-Cal program will be paid based on the satisfactory performance of services and the fee schedule(s) as incorporated in Exhibit B-1 MHS of this Agreement.

C. Non-Medi-Cal Billable Services. County recognizes that some of the services provided by Contractor's Program(s), described in the Exhibit A(s), may not be reimbursable by Medi-Cal or may be delivered to ineligible clients. Such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.F (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount.

Specialty mental health services delivered to Non-Medi-Cal clients will be reimbursed at the same fee-for-service rates in the Exhibit B-3 MHS as for Medi-Cal clients, subject to the maximum amount specified in the Exhibit B-1 MHS. Due to the timing of claiming, payment for Non-Medi-Cal client services will not occur until fiscal year end after all claims have been submitted to DHCS and the ineligible claims are identifiable.

When the entire program is not billable to Medi-Cal (i.e. Non-Medi-Cal Program), reimbursement will be on cost reimbursement basis subject to other limitations as established in Exhibit A(s) and B(s).

D. Bed Holds. County agrees to reimburse Contractor at the adult residential fee-for-service Medi-Cal rates for any bed holds requested for clients that are hospitalized or awaiting a requested admission. Contractor shall complete a bed hold form and obtain written authorization from the designated County representative. Bed holds for more than three (3) days require pre-authorization from QCM. Funding for bed holds is limited to the 5% Non-Medi-Cal service allocation in the Exhibit B-1 MHS.

E. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. For Contractor Programs that are funded with Federal funds other than fee-for-service Medi-Cal, expenses shall comply with the requirements established in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and all other applicable regulations. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.

F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, 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 this Agreement.

G. Beneficiary Liability for Payment.

1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)
2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.106(c).)

H. DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractors in the performance of this Agreement per the terms of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$8,267,006** in Mental Health funding, inclusive of \$3,472,225 for FY 23-24, 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.

III. OPERATING BUDGET AND FEE FOR SERVICE RATES

A. Fee-For-Service Rates. For Medi-Cal services, County agrees to reimburse Contractor at a Negotiated Fee-For-Service rate (the “Negotiated Fee”) during the term of this Agreement as specified in the Exhibit B-3 MHS. Specialty mental health services provided to Non-Medi-Cal clients will be paid at the same rates, subject to the maximum

amount specified in the Exhibit B-1 MHS.

- B. Operating Budget.** For Non Medi-Cal Programs, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs of net of revenues as described in this Exhibit B-MHS, Section VI (Accounting for Revenues). The approved Operating Budget shall be attached to this Agreement as Exhibit B-2. County may disallow any expenses in excess of the adopted operating budget. Contractor shall request, in advance, approval from County for any budgetary changes. Indirect costs are limited to 15% of direct costs for each program and must be allocated in accordance with a cost allocation plan that adheres with OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

IV. CLIENT FLEXIBLE SUPPORT FUNDS.

For Medi-Cal FSP programs, Contractor will receive a funding allocation to provide clients with flexible support for costs including but not limited to housing, items necessary for daily living, and therapeutical support. Contractor shall abide by requirements in the Behavioral Wellness Policy and Procedure for client flexible support costs. Documentation must be kept on file to support costs and financial statements should be submitted monthly in accordance with Exhibit B MHS, Section VIII.B below.

V. QUALITY ASSURANCE (QA) / UTILIZATION MANAGEMENT (UM) INCENTIVE PAYMENT.

- A.** For Medi-Cal programs, County will provide Contractor with an incentive payment at fiscal year-end should the following deliverables be achieved. The incentive payment will be equal to 4% of total approved Medi-Cal claims (2% Quality Assurance and 2% Utilization Management) and will be payable upon proof of completion of deliverables and conclusion of regular Medi-Cal claiming for the fiscal period. The incentive payment will not be applied to unclaimed and/or denied services. Documentation must be maintained to substantiate completion of the deliverables.

1. QA deliverables include:

- i. Contractor shall hire or designate existing staff to implement quality assurance type activities. The designated QA staff member shall be communicated to the County.
- ii. Contractor shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 30 calendar days following the end of the month being reported.
- iii. Contractor QA staff shall attend bi-monthly County Quality Improvement Committee (QIC) meetings. Attendance to be monitored via sign-in sheets.

2. UM deliverables include:

- i. Contractor shall hire or utilize existing staff to implement utilization management type activities. The designated UM staff member shall be communicated to the County.
- ii. Contractor shall implement procedures to monitor bed occupancy including the submission of monthly reports on bed vacancies and reasons for

vacancies. Reports should detail the dates of client discharges and notifications provided to the County. Reports will be due within thirty (30) calendar days following the end of the reporting month.

3. The Behavioral Wellness Director or designee may reallocate between the contract allocations on the Exhibit B-1 MHS at his/her discretion to increase or decrease the incentive payment. Reallocation of the contract allocations does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

VI. ACCOUNTING FOR REVENUES.

- A. Accounting for Revenues.** Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP), (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. For Non-Medi-Cal programs, grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.
- B. Internal Procedures.** Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

VII. REALLOCATION OF PROGRAM FUNDING.

Funding is limited by program to the amount specified in Exhibit B-1-MHS. Contractor cannot move funding between programs without explicit approval by Behavioral Wellness Director or designee. Contractor shall make written application to Behavioral Wellness Director or designee, in advance and no later than April 1 of each Fiscal Year, to reallocate funds as outlined in Exhibit B-1-MHS between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Behavioral Wellness Director's or designee decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor. The Behavioral Wellness Director or designee also reserves the right to reallocate between programs in the year end settlement and will notify Contractor of any reallocation during the settlement process.

VIII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

1. **Submission of Claims for Medi-Cal Services.** Services are to be entered into SmartCare based on timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. Late service data and claims may only be submitted in

accordance with State and federal regulations. Behavioral Wellness shall provide to Contractor a report that: i) summarizes the Medi-Cal services approved to be claimed for the month, multiplied by the negotiated fee in effect at the time of service, ii) states the amount owed by County, and iii) includes the Agreement number.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted to the County and submitted by the County to the State on behalf of Contractor.

If any services in the monthly Medi-Cal claim for the Contractor are denied by DHCS then these will be deducted from the subsequent monthly claim at the same value for which they were originally claimed.

2. Submission of Claims for Non Medi-Cal Programs. Contractor shall submit a written invoice within 15 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues, ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Invoices shall be delivered to the designated representative or address described in Section VIII.A.1 (Submission of Claims for Medi-Cal Services) of this Exhibit B MHS. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts.
3. The Program Contract Maximums specified in Exhibit B-1-MHS and this Exhibit B MHS are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

The Behavioral Wellness Director or designee shall review the monthly claim(s) and invoices to confirm accuracy of the data submitted. County shall make payment for approved Medi-Cal claims within thirty (30) calendar days of the generation of said claim(s) by County subject to the contractual limitations set forth in this Agreement and all exhibits hereto. Non-Medi-Cal programs will be paid within 30 days of the receipt of a complete invoice and all requested supporting documentation.

B. Monthly Financial Statements. For Non-Medi-Cal programs and costs, within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s).

C. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by

Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.

D. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State and County written standards. County may also deny payment for services that are provided without a current client service plan when applicable authorities require a plan to be in place.

E. Claims Submission Restrictions.

1. **12-Month Billing Limit.** Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

2. **No Payment for Services Provided Following Expiration/ Termination of Agreement.** Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

F. Claims Certification and Program Integrity. Contractor shall certify that all services entered by Contractor into County's EHR for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.

G. Overpayments. If the Contractor discovers an overpayment, Contractor must notify the County in writing of the reason for the overpayment. Any overpayments of contractual amounts must be returned via direct payment within 30 calendar days to the County after the date on which the overpayment was identified. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within the required timeframe.

IX. REPORTS.

A. Audited Financial Reports. Contractor is required to obtain an annual financial statement audit and submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

B. Single Audit Report. If Contractor is required to perform a single audit and/or program specific audit, per the requirements of OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

X. AUDITS AND AUDIT APPEALS.

A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and Federal law including but not limited to WIC Section 14170 et seq., authorized

representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.

- B. Settlement.** Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due.** County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal.** Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

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


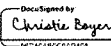
CONTRACTOR NAME: Mental Wellness Center FISCAL YEAR: 2023-2024

| Contracted Service | Service Type | Reimbursement Method | Practitioner Type | Daily Rate | Bed Days | Medi-Cal Contract Allocation |
|----------------------------|------------------|----------------------|-------------------|------------|--------------|------------------------------|
| Medi-Cal Billable Services | 24-Hour Services | Fee-For-Service | Adult Residential | \$245 | 8,899 | \$ 2,180,255 |
| | | | | | 8,899 | \$ 2,180,255 |

| Contracted Service | Service Type | Program(s) | Reimbursement Method | Non-Medi-Cal Contract Allocation |
|-----------------------------------|--|---------------------------------------|----------------------|----------------------------------|
| Non-Medi-Cal Billable Services | Non-Medi-Cal Adult Residential Services (1) | Adult Residential Programs at 5% | Fee-For-Service | \$ 109,013 |
| | Board and Care - Indigent Clients (2) | Alameda House and Cottage Grove House | SSI Rate | \$ 50,000 |
| | Quality Assurance & Utilization Management (3) | Adult Residential Programs at 4% | Incentive | \$ 87,210 |
| | Peer Support Services | Santa Barbara Wellness Center | Cost Reimbursement | \$ 388,632 |
| | | Peer Technology Suite | Cost Reimbursement | \$ 18,083 |
| | Housing Oversight & Linkage | De La Vina House | Cost Reimbursement | \$ 89,378 |
| Prevention (Outreach and Support) | Peer & Parent Partners in Wellness | Cost Reimbursement | \$ 549,654 | |
| | | | | \$ 1,291,970 |

Total Contract Maximum **\$ 3,472,225**

| Contract Maximum by Program & Estimated Funding Sources | | | | | | | | | |
|---|----------------------------|-------------------|---------------------|-------------------|-----------------------|-----------------------|-------------------------------|------------------------------------|---------------------|
| Funding Sources (4) | PROGRAMS | | | | | | | | Total |
| | Adult Residential Programs | | | | Non-Medi-Cal Programs | | | | |
| | Casa Juana Maria | Alameda House | Cottage Grove House | Polly's House | De La Vina House | Peer Technology Suite | Santa Barbara Wellness Center | Peer & Parent Partners in Wellness | |
| Medi-Cal Fee-for-Service (5) | \$ 469,420 | \$ 469,420 | \$ 464,275 | \$ 777,140 | \$ - | \$ - | \$ - | \$ - | \$ 2,180,255 |
| MHSA Non-Medi-Cal Services | \$ - | \$ - | \$ - | \$ 38,857 | \$ - | \$ - | \$ - | \$ - | \$ 38,857 |
| MHSA Non-Medi-Cal Program | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 18,083 | \$ 388,632 | \$ 549,654 | \$ 956,369 |
| MHSA Board and Care | \$ - | \$ 25,000 | \$ 25,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 50,000 |
| MHSA QA / UM Incentive | \$ - | \$ - | \$ - | \$ 31,086 | \$ - | \$ - | \$ - | \$ - | \$ 31,086 |
| Realignment QA / UM Incentive | \$ 18,777 | \$ 18,777 | \$ 18,571 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 56,125 |
| Realignment Non-Medi-Cal Services | \$ 23,471 | \$ 23,471 | \$ 23,214 | \$ - | \$ 89,378 | \$ - | \$ - | \$ - | \$ 159,534 |
| TOTAL CONTRACT PAYABLE: | \$ 511,668 | \$ 536,668 | \$ 531,060 | \$ 847,083 | \$ 89,378 | \$ 18,083 | \$ 388,632 | \$ 549,654 | \$ 3,472,225 |

CONTRACTOR SIGNATURE: 
 FISCAL SERVICES SIGNATURE: 

- (1) Adult Residential Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rate as noted for Medi-Cal clients.
- (2) Board and care allocation is intended to cover the costs of two indigent clients at the SSI rate which is currently \$1,324 per month. Rate may be adjusted in January 2024 to match State/Federal schedules. 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.
- (3) Quality assurance 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 of the agreement for required deliverables.
- (4) 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.
- (5) 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.
- (6) Contractor may charge County at the adult residential fee-for-service rate for any bed holds requested for clients that are hospitalized. Bed holds for more than three days require pre-authorization from QCM.

IX. Delete Exhibit B-2 – Entity Budget by Program applicable to FY 23-24 and replace it with the following:

AGENCY NAME: Mental Wellness Center

COUNTY FISCAL YEAR: 2023 2024

| LINE # | COLUMN # | 1 | 2 | 3 | 4 | 5 | 6 |
|--------|----------|--|--|------------------|-------------------------------|-----------------------|------------------------------------|
| | | I. REVENUE SOURCES: | COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS | De La Vina House | Santa Barbara Wellness Center | Peer Technology Suite | Peer & Parent Partners in Wellness |
| 1 | | Behavioral Wellness Funding | \$ 1,045,747 | \$ 89,378 | \$ 388,632 | \$ 18,083 | \$ 549,654 |
| 2 | | Total Other Revenue | \$ 1,045,747 | \$ 89,378 | \$ 388,632 | \$ 18,083 | \$ 549,654 |
| 3 | | II. Client and Third Party Revenues: | | | | | |
| 4 | | 4350;4455: Rent / Client Fees | \$ 58,938 | \$ 58,938 | | | |
| 5 | | 4350: Board and Care / SSI | \$ - | \$ - | | | |
| 6 | | Total Client and Third Party Revenues | \$ 58,938 | \$ 58,938 | \$ - | \$ - | \$ - |
| 7 | | GROSS PROGRAM REVENUE BUDGET | \$ 1,104,685 | \$ 148,316 | \$ 388,632 | \$ 18,083 | \$ 549,654 |
| 8 | | III. DIRECT COSTS | COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS | De La Vina House | Santa Barbara Wellness Center | Peer Technology Suite | Peer & Parent Partners in Wellness |
| 9 | | III.A. Salaries and Benefits Object Level | | | | | |
| 10 | | 6000-6001: Salaries (Complete Staffing Schedule) | \$ 569,936 | \$ 35,948 | \$ 205,139 | \$ 15,549 | \$ 313,300 |
| 11 | | 6128-6129 Benefits (Medical, Dental, Vision & 401k) | \$ 54,482 | \$ 3,177 | \$ 18,708 | \$ 1,267 | \$ 31,330 |
| 12 | | 6123-6125-6127: Payroll Costs (FICA, SUTA & WC) | \$ 54,482 | \$ 3,177 | \$ 18,708 | \$ 1,267 | \$ 31,330 |
| 13 | | Salaries and Benefits Subtotal | \$ 678,900 | \$ 42,302 | \$ 242,555 | \$ 18,083 | \$ 375,960 |
| 14 | | III.B Services and Supplies Object Level | 0 | | | | |
| 15 | | 6221: Rent / Mortgage | \$ 154,088 | \$ 58,838 | \$ 59,250 | | \$ 36,000 |
| 16 | | 6233: Supplies | \$ 9,365 | \$ 4,365 | | | \$ 5,000 |
| 17 | | 6234: Staff Expense / New Hire Testing | \$ - | | | | |
| 18 | | 6235: Telephone / Communication | \$ 2,960 | \$ 2,960 | | | |
| 19 | | 6237:Utilities | \$ 4,996 | \$ 4,996 | | | |
| 20 | | 6239: Repairs & Maintenance | \$ 4,535 | \$ 4,535 | | | |
| 21 | | 6245: Mileage (reim., fuel, repairs & registration) | \$ 5,000 | | | | \$ 5,000 |
| 22 | | 6263: Equipment & Furnishings | \$ 12,538 | \$ 2,538 | | | \$ 10,000 |
| 23 | | 6265: Insurance | \$ 2,558 | \$ 2,558 | | | |
| 24 | | 6267:Licenses | \$ 203 | \$ 203 | | | |
| 25 | | 6275:Professional Svcs/Client Support Counselors | \$ 74,951 | \$ 2,815 | \$ 36,136 | | \$ 36,000 |
| 26 | | 6289: Miscellaneous | \$ 508 | \$ 508 | | | |
| 27 | | 6285:Training | \$ 10,000 | | | | \$ 10,000 |
| 28 | | Services and Supplies Subtotal | \$ 281,702 | \$ 84,316 | \$ 95,386 | | \$ 102,000 |
| 29 | | III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable) | | | | | |
| 30 | | Food - SSI Funded | \$ 2,538 | \$ 2,538 | | | |
| 31 | | MHSA Client Housing Support- Bad Debt | \$ - | | | | |
| 32 | | SUBTOTAL DIRECT COSTS | \$ 963,140 | \$ 129,156 | \$ 337,941 | \$ 18,083 | \$ 477,960 |
| 33 | | IV. INDIRECT COSTS | | | | | |
| 34 | | 6999: Administrative Indirect Costs (Reimbursement limited to 15%) | \$ 141,545 | \$ 19,160 | \$ 50,691 | \$ - | \$ 71,694 |
| 35 | | GROSS DIRECT AND INDIRECT COSTS | \$ 1,104,685 | \$ 148,316 | \$ 388,632 | \$ 18,083 | \$ 549,654 |

X. Delete Exhibit E – Program Goals, Outcomes, and Measures in its entirety and replace with the following:

EXHIBIT E
PROGRAM GOALS, OUTCOMES, AND MEASURES

| Program Evaluation | | | | |
|---|--|-----------------------------|---|--------------------|
| Program Goals | Outcomes | Measures (%) | | |
| | | RLC | Family Advocate | Peer Tech Suite |
| 1. Create peer-run supports and services that build bridges to local communities and engage natural community supports. | A. # Unduplicated clients | 400 | 200 50% of all client families/support network | N/A |
| | B. Client visits | 7,200 | 1000 5 per family/support network | N/A |
| | C. Outreach Events | 24 (2/mo) | N/A | N/A |
| | D. # Outreach Event Attendees | 1200 | N/A | N/A |
| | E. Support Group Meetings | 24 (2/mo) | N/A | N/A |
| 2. Increase participant access to technology and training. | F. # Computer Classes | 40 (10/quarter) | N/A | 40 (10/quarter) |
| | G. # Client visits to computer lab | 200 | N/A | 200 |
| | H. # attendees of tech suite groups | N/A | N/A | 160 (40/quarter) |
| | I. # digital literacy education and support services events hosted | N/A | N/A | 48 (1/week) |
| 3. Support family members throughout the County. | J. Outings, Educational Events with Clients | 12 (1/mo) | N/A | N/A |
| | K. Trainings about consumer and family member issues | N/A | 24 (2/mo) | N/A |
| | L. Unique clients provided services in Spanish | N/A | 25 | N/A |
| | M. Linked to additional services | 40 10% of clients served | 20 10% of families served | N/A |

| Mental Wellness Center | | | | | | |
|---|---|--------------------------------|---------------|---------------|---------------|------------------|
| Program Goals | Outcomes | Measures (%) | | | | |
| | | Intensive Residential Programs | | | | Housing |
| | | Casa Juana Maria | Alameda House | Cottage Grove | Polly's House | De La Vina House |
| 1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems. | A. Incarcerations / Juvenile Hall | ≤5 | ≤5 | ≤5 | ≤5 | N/A |
| | B. Psychiatric Inpatient Admissions | ≤5 | ≤5 | ≤5 | ≤5 | N/A |
| | C. Physical Health Hospitalizations | ≤10 | ≤10 | ≤10 | ≤10 | N/A |
| | D. Physical Health Emergency Care | ≤10 | ≤10 | ≤10 | ≤10 | N/A |
| 2. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community. | A. Stable/Permanent Housing | ≥95 | ≥95 | ≥95 | ≥95 | N/A |
| | B. Engaged in Purposeful Activity | ≥40 | ≥40 | ≥40 | ≥40 | N/A |
| | C. Of those who discharged (#dc = denominator): % who transitioned to a higher level of care | ≤15 | ≤15 | ≤15 | ≤15 | N/A |
| | D. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met) | ≥85 | ≥85 | ≥85 | ≥85 | N/A |
| | E. Incidents requiring a higher level of supervision | N/A | N/A | N/A | N/A | N/A |
| | F. Percent of clients who "showed improvement" on the Milestones of Recovery (MORS) | N/A | N/A | N/A | N/A | N/A |
| 3. Provide Housing Support Services to assist clients with maintaining stable housing. | A. % clients discharged by program against client choice (attach any information about evictions/terminations) | ≤5 | ≤5 | ≤5 | ≤5 | ≤5 |
| | B. % clients with property management issues (law enforcement involvement, property incidents; attach any information about issues) | ≤5 | ≤5 | ≤5 | ≤5 | ≤5 |
| 4. Provide Case Management Services to assist clients with engagement in self-sufficiency and treatment services. | A. % clients who are currently linked to physical health care services | ≥95 | ≥95 | ≥95 | ≥95 | N/A |
| | B. % clients who are currently linked to mental health or substance use services | ≥95 | ≥95 | ≥95 | ≥95 | N/A |
| | C. % clients who are currently linked to benefits | ≥95 | ≥95 | ≥95 | ≥95 | N/A |
| | D. % clients with weekly rehab services focused on housing retention and basic living skills (attach group schedule and attendance) | ≥95 | ≥95 | ≥95 | ≥95 | N/A |
| | E. % clients with weekly service coordination with clinical team | ≥95 | ≥95 | ≥95 | ≥95 | N/A |

| Program Evaluation | | |
|---|--|---|
| Program Goals | Outcomes | Peer and Parent Partners in Wellness |
| | | PEI: PREVENTION |
| 1. Educate unserved communities about mental health conditions specific to that community and in the appropriate language, as applicable | A. Number of community presentations/trainings (hosted) | 8/quarter |
| | B. Number of Educational and Informational Publications disseminated in English and the appropriate language | 6/quarter |
| | C. Unique # Clients/Families Served (Eng/Span, by Youth, TAY, Adult) | 3/quarter |
| 2. Serve as liaison to settings where mental health services are not traditionally located | A. Accompany to community events (health fairs, other outreach activities) | 12/quarter |
| | B. Number of trainings with consumers | Yes (# WRAP trainings as applicable) |
| 3. Empower individuals, family members, and community members to develop coping strategies and community supports to limit the stress of living with a person with a serious mental illness | A. Number of workshops / prevention activities | 12/quarter |
| 4. Prevent the onset of serious mental illness and/or provide early intervention services for individuals who may experience an emerging mental health condition | A. Number of engagements/ support groups | 36/quarter |
| 5. Reduce disparities in availability of mental health support for unserved/underserved communities | A. Number of unserved/underserved linked or referred to MH/other services | Yes |
| | B. % Referred that engaged in services | Yes |

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

Second 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 Second Amendment to the Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By:



DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date:

10-3-23

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:



Deputy Clerk

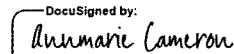
Date:

10-3-23

CONTRACTOR:

**MENTAL HEALTH ASSOCIATION IN
SANTA BARBARA COUNTY DBA MENTAL
WELLNESS CENTER**

By:

DocuSigned by:


Authorized Representative

Name:

Anmarie Cameron

Title:

CEO

Date:

9/19/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:

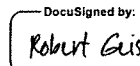
DocuSigned by:


Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:

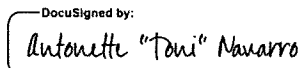
DocuSigned by:


Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:

DocuSigned by:


Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

DocuSigned by:


Risk Manager