

**THIRD AMENDED 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

**THIRD AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS THIRD AMENDMENT to the AGREEMENT for Services of Independent Contractor, referenced as BC 19-029, 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, (Agreement) wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 19-029, on June 19, 2018 for the provision of adult mental health services for a total contract maximum amount not to exceed **\$2,041,075**;

WHEREAS, the County Board of Supervisors authorized a First Amendment to the Agreement on September 18, 2018 to add a new statement of work and to increase the contract by **\$850,446** for the period of July 1, 2018 through June 30, 2019 for the Crisis Counseling Program. At the same time, funding for Polly's House was reduced from \$482,809 to \$392,398 for Fiscal Year (FY) 2018-2019 for a new total contract maximum amount not to exceed **\$2,801,110**; however, due to an oversight, the approved maximum contract amount was overstated in Exhibit B, Section 2 in the First Amended Agreement as \$2,891,521;

WHEREAS, the County Board of Supervisors authorized a Second Amendment to the Agreement on June 4, 2019 to add a new provision, to extend the term of the Agreement to June 30, 2020, and to add \$2,041,075 for FY 2019-2020. Due to an oversight, the approved maximum contract amount stated in Exhibit B, Section 2 in the Second Amended Agreement for FY 18-19 was \$2,891,521, which resulted in an overstated maximum contract amount of \$4,932,596. The maximum contract amount should have stated **\$4,842,185**, inclusive of \$2,801,110 for FY 18-19 and \$2,041,075 for FY 19-20;

WHEREAS, the Second Amended Agreement replaced in total the terms and conditions set forth in the contract approved by the County Board of Supervisors on June 19, 2018 and the First Amendment on September 18, 2018;

WHEREAS, through this Third Amended Agreement, the County and Contractor wish to extend the term of the Agreement to June 30, 2021; to add updated contract language to the Standard Terms and Conditions and Exhibits A-1, A-2, A-4, A-5, A-6, B, B-1, B-2, and E; to reallocate \$5,350 in funds from the Alameda House to the Cottage Grove House and add \$30,000 for FY 19-20 for the board and care of non-Medi-Cal clients at the Cottage Grove House; and to add \$2,071,075 for FY 2020-2021 for a new, total contract maximum amount not to exceed **\$6,943,260**, inclusive of \$2,801,110 for FY 18-19, \$2,071,075 for FY 19-20, and \$2,071,075 for FY 20-21, for the period of July 1, 2018 through June 30, 2021;

WHEREAS, this Third Amended Agreement incorporates the other terms and conditions set forth in the Second Amended Agreement, approved by the County Board of Supervisors on June 4, 2019, except as modified by this Third Amended Agreement;

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

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

4. TERM.

Contractor shall commence performance on **7/1/2018** and end performance upon completion, but no later than **6/30/2021** unless otherwise directed by County or unless earlier terminated.

II. Add Section 39 Uniform Administration Requirements Cost Principles and Audit Requirements for Federal Awards to Standard Terms and Conditions:

39. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Contractor shall comply with the requirements of 45 CFR Part 75 to the extent such requirements are applicable to Contractor and this Agreement, which are hereby incorporated by reference in this Agreement.

III. Delete Subsection 1 of Section 1 (Performance) of Exhibit A-1 (MHS General Provisions) and replace it with the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan (“MHP”) (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Paragraph 19.D of this Exhibit;

IV. Delete Section 16 (Training Requirements) of Exhibit A-1 (MHS General Provisions) and replace it with the following:

16. TRAINING REQUIREMENTS.

A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:

1. HIPAA Privacy and Security;
2. Consumer and Family Culture;
3. Behavioral Wellness Code of Conduct;
4. Cultural Competency;
5. County Management Information System (MIS), including the California Outcomes Measurement System (CalOMS) Treatment, for service staff who enter data into the system; and
6. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.

- B. Training Requirements for Mental Health Staff who provide direct service/document in Clinician's Gateway.

The following trainings must be completed at hire and annually thereafter:

1. Clinician's Gateway;
2. Documentation; and
3. Assessment and Treatment Plan.

V. **Add Subsection R (Client Service Plan) to Section 17 (Additional Program Requirements) of Exhibit A-1 (MHS General Provisions):**

R. Client Service Plan. Contractor shall complete a Client Service Plan and assessment for each client receiving Program services in accordance with the Behavioral Wellness Clinical Documentation Manual <http://countyofsb.org/behavioral-wellness/asset.c/5670>.

VI. **Add Subsection C to Section 5 (Clients) of Exhibit A-2 Statement of Work MHS Intensive Residential Programs:**

C. County to provide MHSA funding for Alameda House and Cottage Grove to provide housing support for unbenefited clients at the rates noted in Exhibit B-1. Unbenefited client admissions must be pre-authorized by Behavioral Wellness.

VII. **Delete Subsection A ii (Collateral), iii (Crisis Intervention) iv. (Plan Development), and v. (Rehabilitation) to Section 3 (Services) of Exhibit A-2 Statement of Work MHS Intensive Residential Programs and replace it with the following:**

- 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 for or on behalf of a client for a condition that requires 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 Title 9 CCR Sections 1840.338 and 1840.348.

- iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client's progress, as defined in Title 9 CCR Section 1810.232.
- v. **Rehabilitation.** A service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

VIII. Delete Subsection i (Assessment) to B (Specialty Outpatient Mental Health Services) of Section 4 (Services Provided by Behavioral Wellness) of Exhibit A-2 Statement of Work MHS (Intensive Residential Programs) and replace it with the following:

- i. **Assessment.** Assessment is designed to evaluate the current status of a client's mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client's clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204;

IX. Delete Subsections A and B of Section 7 (Length of Stay/Service Intensity) of Exhibit A-2 Statement of Work MHS (Intensive Residential Programs) and replace them with the following:

- A. **Length of Stay.** Contractor and County will use its best efforts to ensure that clients referred to the Program have a length of stay no longer than an anticipated stay of six (6) months at Alameda House and Cottage Grove, unless approved in writing by designated County staff.
- B. **Intensity.** For Alameda House, Casa Juana Maria and Cottage Grove, Contractor and County shall review cases no less than every ninety (90) days, to include Client Service Plan (CSP) development, effectiveness of interventions and discharge planning.

X. Delete Subsection C. 2. Admissions Process) of Section 8 (Referrals) of Exhibit A-2 Statement of Work MHS (Intensive Residential Programs) and replace it with the following:

- 2. Respond to referrals within two (2) days from the date of receipt of the referral.

XI. Delete Section 11 (Staffing) and replace it with the following, and add Subsection BB (Alameda House) and Subsection DD (Cottage Grove) to Section 11 (Staffing) of Exhibit A-2 Statement of Work MHS Intensive Residential Programs:

- 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:

FY 20-21

BB. Alameda House - Contractor shall establish and employ a service delivery team for the program, with 6.425 Full Time Equivalent (FTE) as follows:

- i. 0.25 FTE Residential Service Manager, defined in section 11.D;
- ii. 0.50 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. 0.125 FTE Clinician defined in section 11.H;
- vi. 0.05 FTE Operations Coordinator, defined in section 11.G; and
- vii. 0.50 FTE Transportation Coordinator, defined in section 11.G.

FY 20-21

DD. Cottage Grove - Contractor shall establish and employ a service delivery team for the program, with 6.425 Full Time Equivalent (FTE) as follows:

- i. 0.25 FTE Residential Service Manager, defined in section 11.D;
- ii. 0.50 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. 0.50 FTE Transportation Coordinator/Direct Care Worker, defined in section 11.G;
- vi. 0.05 FTE Operations Coordinator, defined in section 11.I; and
- vii. 0.125 FTE Clinician, defined in section 11.H.

XII. Delete Subsection (FY 19-20) of Section 5 (Staffing) of Exhibit A-4 Statement of Work MHS Family Advocate and replace it with the following:

FY 19-20 and FY 20-21

XIII. Add Subsection E of Section 6. (Admission Process) of Exhibit A-5 Statement of Work MHS De La Vina House:

E. Respond to referrals within two (2) days from the date of receipt of the referral.

XIV. Delete Subsection (FY 19-20) of Section 9 (Staffing) of Exhibit A-5 Statement of Work MHS De La Vina House and replace it with the following:

FY 19-20 and FY 20-21

XV. Delete Subsections A ii (Collateral), iii (Crisis Intervention) iv. (Plan Development), and v. (Rehabilitation) to Section 3 (Services) of Exhibit A-6 Statement of Work MHS Adult Housing Supports: Polly’s House and replace them with the following:

- 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 for or on behalf of a client for a condition that requires 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 Title 9 CCR Sections 1840.338 and 1840.348.
- iv. **Plan Development.** Plan development consists of developing client plans, approving client plans, and/or monitoring and recording the client’s progress, as defined in Title 9 CCR Section 1810.232.
- v. **Rehabilitation.** A service activity that includes, but is not limited to, assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, obtaining support resources, and/or obtaining medication education, as defined in Title 9 CCR Section 1810.243.

XVI. Delete Subsection i (Assessment) to A (Specialty Outpatient Mental Health Services) of Section 4 (Services Provided by Behavioral Wellness) of Exhibit A-6 Statement of Work MHS Adult Housing Supports: Polly’s House and replace it with the following:

- i. **Assessment.** Assessment is designed to evaluate the current status of a client’s mental, emotional or behavioral health. Assessment includes, but is not limited to, one or more of the following: mental status determination, analysis of the client’s clinical history, analysis of relevant cultural issues and history, diagnosis, and use of mental health testing procedures, as defined in Title 9 CCR Section 1810.204;

XVII. Delete Subsection A (Polly’s house) of Section 5 (Clients) of Exhibit A-6 Statement of Work MHS Adult Housing Supports: Polly’s House and replace it with the following:

- A. Polly’s House – Contractor shall provide the services described in Section 3 to a caseload of ten (10) clients for FY 219-20 and for eleven (11) clients for FY 20-21 at Polly’s House.

XVIII. Delete Subsection C (Admission Process) of Section 8 (Referrals) of Exhibit A-6 Statement of Work MHS Adult Housing Supports: Polly’s House and replace it with the following:

- ii. Respond to referrals within two (2) days from the date of receipt of the referral.

XIX. Delete Section 11 (Staffing) and replace it with the following, and add Subsection BB (Polly’s House) of Exhibit A-6 Statement of Work MHS Adult Housing Supports: Polly’s House

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:

FY 20-21

BB. Polly’s House - Contractor shall establish and employ a service delivery team for the program, with 8.2 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. 0.50 FTE Clinician, defined in section 11.F; and
- vi. 0.05 FTE Operations Coordinator, defined in section 11.G.

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

I. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount of this Agreement shall not exceed **\$6,943,260** in Mental Health funding, inclusive of \$2,801,110 for FY 2018-2019, \$2,071,075 for FY 2019-2020, and \$2,071,075 for FY 2020-2021, 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.

XXI. Delete Subsections A and B of III. (Operating Budget and Provisional Rate) of Exhibit B (Financial Provisions – MHS) and replace them with the following:

- A. Operating Budget. Prior to the Effective Date of this Agreement, 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 IV (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.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The Provisional Rate for all new contracts will be based on actual cost or the County Maximum Allowable rate. Quarterly, or at any time during the term of this Agreement, Behavioral Wellness Director or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters.

XXII. Delete Subsection A (Accounting for Revenues) of Section IV (Accounting for Revenues) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

- 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. 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. Contributions designated in Exhibit B-1-MHS shall be offset from invoices and the annual cost report, unless otherwise negotiated with the County and approved in writing.

XXIII. Delete Subsections A 2 (Submission of Claims and Invoices for Non-Medi-Cal Services), E (Withholding of Payment for Unsatisfactory Clinical Documentation), H (Overpayments) of Section VI (Billing and Payment Procedures and Limitations) of Exhibit B (Financial Provisions – MHS) and replace them with the following:

- 2. Submission of Claims and Invoices for Non Medi-Cal Services. 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, including the provisional Medi-Cal payment as described in VI.A.1 of this Exhibit B MHS, as appropriate, 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 VI.A.1 (Submission of Claims and Invoices 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.

- E. 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.
- H. 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 days to the County. 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 required timeframe.

XXIV. Delete Subsection D (Audited Financial Reports) of Section VII (Cost Report) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

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

XXV. Delete Subsection A 3 (Pre-audit Cost Report Settlements) of Section VIII (Pre-audit Cost Report Settlements) of Exhibit B (Financial Provisions – MHS) and replace it with the following:

- 3. The County Maximum Allowable rate, unless Director or designee approves in writing in the year end cost settlement, that use of the County Maximum Allowable rate was waived for settlement purposes.

XXVI. Delete Exhibit B-1 – MHS Schedule of Rates and Contract Maximum applicable to FY 19-20 and replace it with the following:

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

CONTRACTOR NAME: Mental Wellness Center **FISCAL YEAR:** 2019-2020

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(4)
Medi-Cal Billable Services			MHS - Rehab (Individual)	Minutes	41	\$3.25
			Crisis Intervention	Minutes	70	\$4.82
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care	N/A	40	Actual Cost
			Other Case Management	N/A	60	Actual Cost

	PROGRAM							TOTAL
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)/Computer Lab	Alameda House	CG House	De La Vina House	Polly's House	
GROSS COST:	\$ 427,087	\$ 64,524	\$ 257,000	\$ 464,557	\$ 462,123	\$ 144,060	\$ 615,487	\$2,434,838
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES	\$ 76,248							\$ 76,248
CONTRIBUTIONS				\$ 68,350	\$ 43,000	\$ 58,938	\$ 117,227	\$ 287,515
OTHER (LIST):								\$ -
TOTAL CONTRACTOR REVENUES	\$ 76,248	\$ -	\$ -	\$ 68,350	\$ 43,000	\$ 58,938	\$ 117,227	\$363,763
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 350,839	\$ 64,524	\$ 257,000	\$ 396,207	\$ 419,123	\$ 85,122	\$ 498,260	\$ 2,071,075

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)								
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC)/Computer Lab	Alameda House	CG House	De La Vina House	Polly's House	TOTAL
MEDI-CAL (3)	\$ 319,263			\$ 202,914	\$ 215,518		\$ 448,434	\$ 1,186,129
NON-MEDI-CAL		\$ 64,524	\$ 257,000	\$ 178,293	\$ 188,605	\$ 85,122		\$ 773,545
SUBSIDY	\$ 31,576						\$ 49,826	\$ 81,402
OTHER(LIST): MHSA funded client flex funding				\$ 15,000	\$ 15,000			\$ 30,000
TOTAL (SOURCES OF FUNDING)	\$ 350,839	\$ 64,524	\$ 257,000	\$ 396,207	\$ 419,123	\$ 85,122	\$ 498,260	\$ 2,071,075

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

- (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) County Maximum Allowable Rate does not apply to FY 19-20

XXVII. Add Exhibit B-1 – MHS Schedule of Rates and Contract Maximum for FY 20-21:

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

CONTRACTOR NAME: Mental Wellness Center **FISCAL YEAR:** 2020-2021

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate(*)
Medi-Cal Billable Services	Outpatient Services	15	MHS - Rehab (Individual)	Minutes	41	\$3.33
			Crisis Intervention	Minutes	70	\$4.95
Non - Medi-Cal Billable Services	Support Services	60	Life Support: Board and Care (Unbenefited clients)	N/A	40	\$35.28 to \$35.94 per day
			Other Case Management	N/A	60	Actual Cost

	PROGRAM							TOTAL
	Casa Juana Maria	Family Advocate	Consumer-Led Program (RLC) / Computer Lab	Alameda House	CG House	De La Vina House	Polly's House	
GROSS COST:	\$ 427,087	\$ 64,524	\$ 257,000	\$ 462,961	\$ 472,369	\$ 144,060	\$ 629,176	\$ 2,457,177
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES	\$ 76,248			\$ 73,000	\$ 47,000	\$ 58,938	\$ 130,916	\$ 386,102
CONTRIBUTIONS								\$ -
OTHER (LIST):								\$ -
TOTAL CONTRACTOR REVENUES	\$ 76,248	\$ -	\$ -	\$ 73,000	\$ 47,000	\$ 58,938	\$ 130,916	\$ 386,102
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 350,839	\$ 64,524	\$ 257,000	\$ 389,961	\$ 425,369	\$ 85,122	\$ 498,260	\$ 2,071,075

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)								
MEDI-CAL (3)	\$ 319,263			\$ 206,229	\$ 225,703		\$ 448,434	\$ 1,199,629
NON-MEDI-CAL		\$ 64,524	\$ 257,000	\$ 168,732	\$ 184,666	\$ 85,122		\$ 760,045
SUBSIDY	\$ 31,576						\$ 49,826	\$ 81,402
OTHER (LIST): MHSACLIENT FLEX FUNDING				\$ 15,000	\$ 15,000			\$ 30,000
TOTAL (SOURCES OF FUNDING)	\$ 350,839	\$ 64,524	\$ 257,000	\$ 389,961	\$ 425,369	\$ 85,122	\$ 498,260	\$ 2,071,075

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

(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, MHS, General Fund, Grants, Other Departmental and SB 163.

*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.

XXVIII. Delete Exhibit B-2 Entity Budget by Program FY 19-20 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: 2019 2020

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	3	4	5	6	7	8	9	10
I. REVENUE SOURCES:			COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)
1		Contributions								
2		Foundations/Trusts								
3		Miscellaneous Revenue								
4		Behavioral Wellness Funding	\$ 2,071,075	\$ 350,839	\$ 396,207	\$ 419,123	\$ 498,260	\$ 85,122	\$ 64,524	\$ 257,000
5		Total Other Revenue	\$ 2,071,075	\$ 350,839	\$ 396,207	\$ 419,123	\$ 498,260	\$ 85,122	\$ 64,524	\$ 257,000
I.B. Client and Third Party Revenues:										
6		4350;4455: Rent / Client Fees	\$ 58,938					\$ 58,938		
7		4350: Board and Care / SSI	\$ 304,825	\$ 76,248	\$ 68,350	\$ 43,000	\$ 117,227	\$ -		
8		Total Client and Third Party Revenues	\$ 363,763	\$ 76,248	\$ 68,350	\$ 43,000	\$ 117,227	\$ 58,938	\$ -	\$ -
9		GROSS PROGRAM REVENUE BUDGET	\$ 2,434,838	\$ 427,087	\$ 464,557	\$ 462,123	\$ 615,487	\$ 144,060	\$ 64,524	\$ 257,000
III. DIRECT COSTS			COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)
III.A. Salaries and Benefits Object Level										
10		6000-6001: Salaries (Complete Staffing Schedule)	\$ 1,222,337	\$ 226,564	\$ 237,658	\$ 237,657	\$ 307,129	\$ 31,772	\$ 44,173	\$ 137,384
11		6128-6129 Benefits (medical, dental, vision & 401k)	\$ 122,234	\$ 22,656	\$ 23,766	\$ 23,766	\$ 30,713	\$ 3,177	\$ 4,417	\$ 13,739
12		Consultant	\$ 4,000							\$ 4,000
13		6123-6125-6127: Payroll Costs (FICA, SUTA & WC, Unemployment Insurance)	\$ 122,233	\$ 22,656	\$ 23,766	\$ 23,766	\$ 30,713	\$ 3,177	\$ 4,417	\$ 13,739
14		Salaries and Benefits Subtotal	\$ 1,470,804	\$ 271,876	\$ 285,190	\$ 285,188	\$ 368,555	\$ 38,126	\$ 53,008	\$ 168,861
III.B Services and Supplies Object Level										
15		6221: Rent / Mortgage	\$ 307,778	\$ 41,436	\$ 42,000	\$ 48,000	\$ 60,000	\$ 57,968	\$ 3,806	\$ 54,568
16		6233:Supplies	\$ 30,811	\$ 7,711	\$ 6,300	\$ 6,300	\$ 6,000	\$ 4,500		
17		6234: Staff Expense / New Hire Testing	\$ 5,330	\$ 630	\$ 1,500	\$ 700	\$ 2,500			
18		6235: Telephone / Communication	\$ 21,438	\$ 4,922	\$ 4,150	\$ 4,500	\$ 4,950	\$ 2,916		
19		6237:Utilities	\$ 25,887	\$ 6,765	\$ 4,100	\$ 2,600	\$ 7,500	\$ 4,922		
20		6239:Repairs & Maintenance	\$ 47,558	\$ 6,390	\$ 14,700	\$ 12,000	\$ 10,000	\$ 4,468		
21		6245:Mileage (reim., fuel, repairs & registration)	\$ 18,808	\$ 2,308	\$ 5,400	\$ 5,100	\$ 6,000			
22		6263: Equipment & Furnishings	\$ 10,456	\$ 1,056	\$ 2,200	\$ 2,200	\$ 2,500	\$ 2,500		
23		6265:Insurance	\$ 21,290	\$ 3,065	\$ 4,700	\$ 4,600	\$ 6,405	\$ 2,520		
24		6267: Licenses	\$ 2,704	\$ 604	\$ 1,400	\$ 700	\$ -			
25		6275:Professional Services	\$ 4,406		\$ 50	\$ 50	\$ -	\$ 4,306		
26		6289: Miscellaneous	\$ 2,939	\$ 532	\$ 500	\$ 407	\$ 1,000	\$ 500		
27		6388: Depreciation	\$ 19,992	\$ 9,996			\$ 9,996			
28		Start Up Fees / Polly's House / Licensing	\$ 25,000				\$ 25,000			
29		Services and Supplies Subtotal	\$ 544,397	\$ 85,415	\$ 87,000	\$ 87,157	\$ 141,851	\$ 84,600	\$ 3,806	\$ 54,568
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)										
30		6231: Food - SSI Funded	\$ 73,073	\$ 14,500	\$ 16,773	\$ 14,500	\$ 24,800	\$ 2,500		
31		MHSA Client Housing Support- Bad Debt	\$ 30,000		\$ 15,000	\$ 15,000				
32		SUBTOTAL DIRECT COSTS	\$ 2,118,275	\$ 371,791	\$ 403,963	\$ 401,845	\$ 535,206	\$ 125,227	\$ 56,814	\$ 223,429
IV. INDIRECT COSTS										
33		6999: Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 316,562	\$ 55,296	\$ 60,594	\$ 60,277	\$ 80,281	\$ 18,833	\$ 7,710	\$ 33,571
34		GROSS DIRECT AND INDIRECT COSTS	\$ 2,434,838	\$ 427,087	\$ 464,557	\$ 462,122	\$ 615,487	\$ 144,060	\$ 64,524	\$ 257,000

6230-6255-6261-6271-6273-6291: Miscellaneous - Advertising (open positions), social/recreation, dues & subscriptions, postage, printing, property taxes

XXIX. Add Exhibit B-2 Entity Budget by Program FY 20-21:

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

AGENCY NAME: Mental Wellness Center

COUNTY FISCAL YEAR: 2020-2021

Gray Shaded cells contain formulas, do not overwrite

LINE #	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	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)
1		Contributions	\$ -							
2		Foundations/Trusts	\$ -							
3		Miscellaneous Revenue	\$ -							
4		Behavioral Wellness Funding	\$ 2,071,075	\$ 350,839	\$ 389,961	\$ 425,369	\$ 498,260	\$ 85,122	\$ 64,524	\$ 257,000
5		Total Other Revenue	\$ 2,071,075	\$ 350,839	\$ 389,961	\$ 425,369	\$ 498,260	\$ 85,122	\$ 64,524	\$ 257,000
I.B Client and Third Party Revenues:										
7		4350;4455: Rent / Client Fees	\$ 58,938					\$ 58,938		
8		4350: Board and Care / SSI	\$ 327,164	\$ 76,248	\$ 73,000	\$ 47,000	\$ 130,916			
9		Total Client and Third Party Revenues	\$ 386,102	\$ 76,248	\$ 73,000	\$ 47,000	\$ 130,916	\$ 58,938	\$ -	\$ -
10		GROSS PROGRAM REVENUE BUDGET	\$ 2,457,177	\$ 427,087	\$ 462,961	\$ 472,369	\$ 629,176	\$ 144,060	\$ 64,524	\$ 257,000
III. DIRECT COSTS			COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Casa Juana Maria	Alameda House	CG House	Polly's House	DLV	Family Advocate	Santa Barbara Consumer Led Program (Recovery Learning Center)
III.A. Salaries and Benefits Object Level										
13		6000-6001: Salaries (Complete Staffing Schedule)	\$ 1,260,836	\$ 226,564	\$ 243,204	\$ 243,204	\$ 331,136	\$ 31,772	\$ 44,172	\$ 140,784
14		6128-6129 Benefits (Medical, Dental, Vision & 401k)	\$ 117,765	\$ 22,656	\$ 24,320	\$ 24,321	\$ 24,835	\$ 3,177	\$ 4,417	\$ 14,039
15		Consultant	\$ -							
16		6123-6125-6127: Payroll Costs (FICA, SUTA & WC)	\$ 117,764	\$ 22,656	\$ 24,320	\$ 24,321	\$ 24,835	\$ 3,177	\$ 4,417	\$ 14,039
17		Salaries and Benefits Subtotal	\$ 1,496,365	\$ 271,876	\$ 291,844	\$ 291,845	\$ 380,806	\$ 38,126	\$ 53,006	\$ 168,861
III.B Services and Supplies Object Level										
19		6221: Rent / Mortgage	\$ 304,986	\$ 41,436	\$ 43,260	\$ 49,440	\$ 54,508	\$ 57,968	\$ 3,806	\$ 54,568
20		6233: Supplies	\$ 28,945	\$ 7,711	\$ 3,277	\$ 3,336	\$ 10,321	\$ 4,300		
21		6234: Staff Expense / New Hire Testing	\$ 8,230	\$ 630	\$ 1,500	\$ 1,500	\$ 4,600			
22		6235: Telephone / Communication	\$ 17,332	\$ 4,922	\$ 3,956	\$ 4,154	\$ 1,384	\$ 2,916		
23		6237:Utilities	\$ 45,397	\$ 6,765	\$ 5,089	\$ 3,621	\$ 25,000	\$ 4,922		
24		6239: Repairs & Maintenance	\$ 55,654	\$ 6,390	\$ 13,595	\$ 11,201	\$ 20,000	\$ 4,468		
25		6245: Mileage (reim., fuel, repairs & registration)	\$ 15,808	\$ 2,308	\$ 6,350	\$ 6,150	\$ 1,000			
26		6263: Equipment & Furnishings	\$ 11,056	\$ 1,056	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500		
27		6265: Insurance	\$ 24,794	\$ 3,065	\$ 6,404	\$ 6,405	\$ 6,400	\$ 2,520		
28		6267:Licenses	\$ 2,012	\$ 604	\$ 604	\$ 604	\$ -	\$ 200		
29		6275:Professional Services	\$ 4,306				\$ -	\$ 4,306		
30		6289: Miscellaneous	\$ 3,032	\$ 532	\$ 500	\$ 500	\$ 1,000	\$ 500		
31		6388: Depreciation	\$ 24,166	\$ 9,996			\$ 14,170			
32		Services and Supplies Subtotal	\$ 545,718	\$ 85,415	\$ 87,035	\$ 89,411	\$ 140,883	\$ 84,600	\$ 3,806	\$ 54,568
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)										
34		Food - SSI Funded	\$ 70,800	\$ 14,500	\$ 14,500	\$ 14,500	\$ 24,800	\$ 2,500		
35		MHSA Client Housing Support- Bad Debt	\$ 30,000		\$ 15,000	\$ 15,000				
36		SUBTOTAL DIRECT COSTS	\$ 2,142,883	\$ 371,791	\$ 408,379	\$ 410,756	\$ 546,489	\$ 125,227	\$ 56,812	\$ 223,429
IV. INDIRECT COSTS										
38		6999: Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 314,294	\$ 55,296	\$ 54,582	\$ 61,613	\$ 82,687	\$ 18,833	\$ 7,712	\$ 33,571
39		GROSS DIRECT AND INDIRECT COSTS	\$ 2,457,177	\$ 427,087	\$ 462,961	\$ 472,369	\$ 629,176	\$ 144,060	\$ 64,524	\$ 257,000

6230-6255-6261-6271-6273-6291: Miscellaneous - Advertising (open positions), social/recreation, dues & subscriptions, postage, printing, property taxes

XXX. Add FY 20-21 Exhibit E – Mental Health Program Goal, Outcomes and Measures*:

Program Evaluation					
Program Goals	Outcomes	Mental Health Association in Santa Barbara County (all outcomes are in %)			
		Casa Juana Maria	Alameda House	Cottage Grove	Polly's 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
	B. Psychiatric Inpatient Admissions	≤5	≤5	≤5	≤5
	C. Physical Health Hospitalizations	≤10	≤10	≤10	≤10
	D. Physical Health Emergency Care	≤10	≤10	≤10	≤10
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
	B. Engaged in Purposeful Activity	≥40	≥40	≥40	≥40
	C. Of those who discharged (#dc = denominator): % who transitioned to a higher level of care	≤15	≤15	≤15	≤15
	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
	E. Incidents requiring a higher level of supervision	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

* Amendments to this Exhibit E may be made by written agreement by the parties and do not require a formal amendment to the Agreement.

Partners in Hope – Santa Barbara			
		RLC	Family Advocate
3. 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
	B. Client visits	7,200	1000 5 per family/support network
	C. Outreach Events	24 (2/mo)	N/A
	D. # Outreach Event Attendees	1200	N/A
	E. Support Group Meetings	24 (2/mo)	N/A
4. Increase participant access to technology and training.	F. # Computer Classes	40 (10/quarter)	N/A
	G. # Client visits to computer lab	200	N/A
5. Support family members throughout the County.	H. Outings, Educational Events with Clients	12 (1/mo)	N/A
	I. Trainings about consumer and family member issues	N/A	24 (2/mo)
	J. Unique clients provided services in Spanish	N/A	25
	K. Linked to additional services	40 10% of clients served	20 10% of families served

XXXI. All other terms shall remain in full force and effect.

SIGNATURE PAGE

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 Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
GREGG HART, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk
Date: _____

CONTRACTOR:

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

By: _____
Authorized Representative
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management