



**AMENDMENT NO. 2  
TO  
CONTRACT NO. MA-042-20011339**

**FOR  
PROVISION OF  
MENTAL HEALTH PEER SUPPORT AND  
WELLNESS CENTER SERVICES-WEST**

This Amendment (“Amendment No. 2”) to Contract No. MA-042-20011339 for Mental Health Peer Support and Wellness Center Services-West is made and entered into on April 26, 2022 (“Effective Date”) between Orange County Association for Mental Health DBA Mental Health Association of Orange County (“Contractor”), with a place of business at 1971 East 4th Street, Suite 130A, Santa Ana, CA 92705 and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

**RECITALS**

**WHEREAS**, the Parties executed Contract No. MA-042-20011339 for Mental Health Peer Support and Wellness Center-West Services, effective July 1, 2020 through June 30, 2023 Year, in an amount not to exceed \$ 3,063,639 (“Contract”); and

**WHEREAS**, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to Contract for Covid-19 related needs for the term of July 1, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and

**WHEREAS**, the Parties now desire to enter into this Amendment No. 2 to increase the Period Two Maximum Obligation and the Period Three Maximum Obligation for Mental Health Peer Support and Wellness Center-West Services by a total of \$259,813 from \$3,063,639 to a new cumulative total contract amount of \$3,323,452; and

**NOW THEREFORE**, Contractor and County, in consideration of the above recitals, and in consideration of the mutual covenants, benefits and promises contained herein, agree to amend the Contract as follows:

**1. Referenced Contract Provisions, Line 8-12 is deleted in its entirety and replaced with the following:**

“Maximum Obligation:

Period One Amount Not to Exceed:	\$ 1,021,213
Period Two Amount Not to Exceed:	\$ 1,058,329

Period Three Amount Not to Exceed: \$ 1,243,910  
TOTAL AMOUNT NOT TO EXCEED: \$ 3,323,452”

**2. Exhibit A, Subparagraph II.A Budget is deleted in its entirety and replaced with the following:**

“A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit A to the Contract and the following budget, which are set forth for informational purposes only and may be adjusted by mutual agreement, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

	PERIOD ONE	PERIOD TWO	PERIOD THREE	TOTAL
<b>ADMINISTRATIVE COST</b>				
Indirect Costs	\$ 129,000	\$ 131,833	\$ 146,000	\$ 406,000
<b>PROGRAM COST</b>				
Salaries	\$ 528,719	\$ 540,884	\$ 601,708	\$1,671,311
Benefits	105,744	108,177	120,342	334,263
Services and Supplies	257,750	260,768	275,860	794,378
Subcontractor	\$	\$ 16,667	\$ 100,000	\$ 116,667
<b>SUBTOTALPROGRAM COST</b>	<b>\$ 892,213</b>	<b>\$ 926,496</b>	<b>\$1,097,910</b>	<b>\$2,916,619</b>
<b>TOTAL GROSS COST</b>	<b>\$1,021,213</b>	<b>\$1,058,329</b>	<b>\$1,243,910</b>	<b>\$3,323,452</b>
<b>REVENUE</b>				
MHSA	\$1,021,213	\$1,058,329	\$1,243,910	\$3,323,452
<b>TOTAL REVENUE</b>	<b>\$1,021,213</b>	<b>\$1,058,329</b>	<b>\$1,243,910</b>	<b>\$3,323,452</b>
<b>TOTAL MAXIMUM OBLIGATION”</b>	<b>\$1,021,213</b>	<b>\$1,058,329</b>	<b>\$1,243,910</b>	<b>\$3,323,452</b>

**3. Exhibit A, Subparagraph V. Services is deleted in its entirety and replaced with the following:**

“A. FACILITY – CONTRACTOR shall maintain one (1) facility for the provision of services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

11277 Garden Grove Boulevard  
Garden Grove, California 92843

1. The facility shall include space to support the services identified within the Contract.

2. The facility shall be open until at least 5:00 p.m. Monday through Saturday; provided, however, CONTRACTOR shall modify these hours of operation to include regularly scheduled evening hours in order to meet member needs.

3. CONTRACTOR shall maintain the ability to provide both in-person as well as virtual groups and activities to members, to offer alternatives to members who may not be able to attend the program in-person, but still be able to take advantage of the services offered. As environmental conditions change due to the COVID-19 pandemic, CONTRACTOR staff shall have the ability to work remotely for periods of time and continue to provide services as necessary.

B. PERSONS TO BE SERVED – The target groups for the Peer Support and Wellness Center (Wellness Center) consist of adults residing in COUNTY, eighteen (18) years of age or older, who have been diagnosed with a serious mental illness and who may have a co-occurring disorder. The target population should be actively managing their recovery and independently engaged in mental health treatment in the community. The Wellness Center's services are designed to contribute to an individual's continued personal growth and help a person gain the skills necessary to sustain independent community living. The Wellness Center program shall have the ability to host a minimum of seventy-five (75) members each day of operation.

C. SERVICES TO BE PROVIDED

1. CONTRACTOR shall provide a Wellness Center program that is culturally and linguistically appropriate while focusing on personalized socialization, relationship building, assistance maintaining benefits, setting employment goals, and providing educational opportunities. The Wellness Center shall be grounded in a recovery model that will enable services to be provided to a diverse member base.

2. Wellness Center services shall be member-driven and embedded within an array of services to include: individualized wellness recovery action plans, peer supports, social outings, and recreational activities. The Wellness Center shall be based upon a non-reliance on professionals and peer-to-peer support in a non-judgmental environment. A wide variety of weekend, evening, and holiday social activities shall be provided for members to increase

socialization and encourage integration into the community. In addition, the Wellness Center shall make effort to engage in collaborative activities with the other Wellness Centers. The ultimate goal of the Wellness Center program is to reduce reliance on the mental health system and to increase self-reliance by building a healthy network of support, which may involve the members family, friends, and significant others.

3. Wellness Center members shall be offered a broad range of personalized social development services that are culturally relevant and tie into the recovery model.

4. The philosophy of the Wellness Center shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same language and have the same cultural background of the members that are to be served. This inclusion of COUNTY's multiple cultures will assist in maximizing access to services offered at the Wellness Center. ADMINISTRATOR will provide education and training to staff addressing cultural and linguistic needs.

5. MEMBER ADVISORY BOARD - The Wellness Center shall have a Member Advisory Board (MAB) comprised of and driven by active members, who shall be accessible to, and serve as role models to all Center members, and provide recommendations for Center activities and ongoing program development, develop subcommittees to assist with various projects, and to ensure adherence to the Wellness Center's rules of conduct and social agreements. In support of the MAB, CONTRACTOR shall:

a. Solicit membership to the MAB whenever a vacancy is created through attrition of term limits or other vacancies, and create a pool of members as back-ups that can step into a MAB role in the event an active MAB member cannot continue to fulfill their duties;

b. Provide support and direction to the MAB to assist with maintaining structure, roles, responsibilities and rules of order, and to ensure adherence to the MAB by-laws, including periodic review and modification to those by-laws as required;

c. Collect membership survey data in order to assess achievement of performance outcomes, in collaboration with the MAB, and utilize the data to further develop Wellness Center service delivery;

d. Review MAB and member suggestions and recommendations on a daily basis. Responses to member suggestions and recommendations shall be posted weekly.

e. Develop and publish a weekly/monthly calendar of Wellness Center groups, classes, and activities. Member recommendations and suggestions shall be considered when

developing the calendar, as well as to determine content of material to be included in the Wellness Center groups, classes, and activities, including the Wellness Center website;

f. Maintain Wellness Center standards and guidelines for members including, but not limited to:

- 1) Membership criteria;
- 2) Social Agreements;
- 3) Exited members; and
- 4) Equipment/resource utilization polices.

6. CONTRACTOR shall review and monitor procedures for, and train all staff in crisis intervention and de-escalation approaches and techniques, as required.

7. CONTRACTOR shall develop WRAP plans for all consumer staff members and members of the Wellness Center. In addition to WRAP plans, both organizational and community resources shall be made available to staff that support them in their personal recovery as well as their professional growth.

8. CONTRACTOR shall, at a minimum, provide the following service components in the Wellness Center program, as identified below:

a. Wellness/Advocacy/Recovery: The Wellness Center shall be primarily focused on member wellness and advocacy. This may include classes on life skills, money management, member empowerment and WRAP. WRAP is a structured system to help members monitor uncomfortable and distressing symptoms and to reduce those symptoms by using planned responses. CONTRACTOR shall develop a WRAP plan for all new members, and shall strive to develop WRAP plans for all existing members to assist them in developing wellness tools. All WRAP groups shall be facilitated by peer members who have been trained in WRAP fundamentals.

b. Recreation Activities: In addition to any planned outside recreation activities, the Wellness Center shall also utilize an indoor recreation area. This multifaceted space will serve various purposes as a classroom, arts center, a social room, and a performing arts stage. A range of social, recreational, athletic and spiritual activities shall be offered on and off site to increase opportunities for community integration.

c. Community Integration: CONTRACTOR shall schedule off-site activities each month, with the frequency of such activities being driven by members and the Member Advisory Board. These activities shall assist members with developing skills that strengthen their confidence to engage in their own activities outside of the Center.

d. Garden: The Wellness Center shall maintain an outdoor garden, either on-site or at a local community nursery. The garden shall be used to provide benefits for members on

multiple levels, and shall offer members an opportunity for therapeutic recreation, learning job skills, team building exercises, and practicing responsibility. As a secondary benefit to having a garden, the harvest of fruits and vegetables may be used for cooking, nutrition, and healthy living classes offered by the program.

e. Health & Wellness (Meditation/Relaxation): Member activities shall be developed that support health and well-being. Exercise, nutrition, healthy living, and smoking cessation classes, as well as spiritual resources shall be offered, and a room shall be dedicated specifically for meditation, relaxation, and quiet introspection.

f. Resource Center: The Wellness Center shall include a Resource Center that will offer literature, computer access, videos, tapes and other educational materials to members. Members may choose to check out specific material or use them in the Resource Center. In addition, job postings and other materials related to employment and education shall also be made available in this room.

g. Vocational/Job Training: Offer training for employment readiness (resume writing, interviewing, basic job skills), assistance in finding jobs for members with the intent of developing self-esteem and independence around securing and maintaining a job. Wellness Center staff shall assist in finding volunteer and paid positions for members, and support members who are working to facilitate success. Job-specific orientation shall be provided to all volunteers prior to their participation in volunteering activities or events.

9. MULTI-CULTURAL TRACK – CONTRACTOR shall offer all of the same groups, classes, and activities to members from the Vietnamese community who prefer to receive services in their own language.

10. CONTRACTOR shall establish a written smoking policy, which shall be reviewed and approved by ADMINISTRATOR that specifies designated areas as the only areas where smoking is permitted. Members shall be encouraged to participate in smoking cessation classes offered by the program.

11. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents.

12. CONTRACTOR shall collaborate with community support groups to include hosting groups of interest to members such as AA and NA. These self-help groups will meet in order to provide members with an avenue for full recovery. The Wellness Center may offer ongoing 12-step groups geared towards members maintaining their sobriety and living a

healthy life.

13. CONTRACTOR shall possess the ability to provide or arrange for transportation of members to planned community activities or events, and maintain the ability to provide or arrange transportation for members for emergency services. Members shall be encouraged to utilize public transportation, carpools, or their own means of transportation whenever possible.

14. COLLABORATION AND COMMUNITY PARTNERSHIPS

a. CONTRACTOR shall collaborate with other Orange County Wellness Centers in developing standardized protocols, guidelines, and policies including, but not limited to:

- 1) Membership criteria;
- 2) Member Advisory Board roles and responsibilities;
- 3) Social Agreements; and
- 4) Exited members.

b. CONTRACTOR shall collaborate with other Orange County Wellness Centers in developing combined events and activities that maximize participation from members in all regions of the County.

c. CONTRACTOR shall develop ongoing relationships with community partners to expand resources and services available to members.

15. CONTRACTOR shall attend:

a. Meetings requested by County staff to address any aspect of Wellness Center services.

b. Monthly management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to, compliance with policies and procedures, statistics, performance outcomes, and program services. The frequency of management meetings may be adjusted by ADMINISTRATOR as necessary.

c. Staff training for individuals by COUNTY representatives. Such training shall be conducted by CONTRACTOR and/or COUNTY staff.

16. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct research activity on COUNTY members without obtaining prior written authorization from ADMINISTRATOR.

17. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources, with respect to any person who has been referred to CONTRACTOR by COUNTY under the terms of this Contract. Further, CONTRACTOR agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious belief.

D. PERFORMANCE OUTCOMES - CONTRACTOR shall, during the term of the

Contract, be required to establish and achieve Performance Outcome Objectives, and track and report Performance Outcome Objective statistics in monthly programmatic reports, as identified below. Performance Outcomes may be adjusted by mutual agreement and in writing, should environmental conditions related to the COVID-19 pandemic impact overall member attendance and participation in program activities.

a. Achieve monthly participation by seventy-five (75) or more unduplicated active members in community integration activities which may include, but are not limited to: social outings, recreational activities, and educational activities outside of the Wellness Center.

b. Achieve monthly participation by thirty percent (30%) of unduplicated active members in two (2) or more groups or activities offered either at the Center or in the community.

c. Achieve annual member employment, in paid employment positions, for a minimum of forty (40) unduplicated members as a result of skills learned in employability classes provided by the program, as well as from participation in an annual Job Fair sponsored by the program.

d. Achieve a monthly minimum of seventy-five (75) unduplicated members volunteering in the program or in the community in a variety of settings.

e. Achieve annual enrollment of a minimum of fifty (50) unduplicated members in education classes offered at local community colleges, the Education Center at Tustin Campus, on-line courses, or other educational settings as a result of educational training groups/classes provided by the program.

f. Achieve annual participation by a minimum of one hundred seventy-five(175) unduplicated members in facilitating all or portions of community meetings.

g. Achieve annual participation by a minimum of four hundred (400) unduplicated members in co-facilitating groups, classes or activities offered by the program.

h. CONTRACTOR shall, at a minimum, analyze Performance Outcome data on a quarterly basis from the start date of this Contract, to determine the effectiveness of services offered by the program, and make programming recommendations or modifications, as required, that ensure the services provided are meeting the needs of members, and also to ensure that Performance Outcomes are achieved. CONTRACTOR shall provide a report of the results of this analysis to ADMINISTRATOR on a quarterly basis, and shall also provide a final year-end analysis report that summarizes the overall status and achievement of Performance Outcomes established for this program.

i. Develop, in conjunction with County, additional ongoing performance measures/outcomes or program's target goals.



E. MEMBER DEMOGRAPHICS AND STATISTICS

1. CONTRACTOR shall track and monitor the number of members enrolled for participation at the Wellness Center.

2. CONTRACTOR shall track the number of groups provided per week and how many members attend each group. These numbers shall be reported monthly.

3. CONTRACTOR shall track the total number of activities provided on and off site for the month as well as number of members who attended. These numbers shall be reported monthly.

4. CONTRACTOR shall track members' satisfaction and /or desire for improvement in living arrangements, education, and employment/work experience by using a quality of life scale in these areas at enrollment and every six months thereafter.

5. CONTRACTOR, in partnership with ADMINISTRATOR, will develop ongoing demographics and statistics.

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Contract.”

**4. Exhibit A, Subparagraph IV. Staffing is deleted in its entirety and replaced with the following:**

“ A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Contract. One (1) FTE shall be equal to an average of forty (40) hours work per week.

	FTE
Regional Clinical Supervisor	0.50
Program Director	1.00
Assistant Program Director	1.00
Administrative Assistant	1.00
Data Analyst	1.00
Employment/Volunteer Specialist	1.00
Education Specialist	0.50
Peer Mentor Team Lead	1.00
Peer Mentor II	3.00
Peer Mentor I	<u>3.20</u>
<b>TOTAL FTE</b>	<b>13.20</b>

B. Wellness Center Program Staff shall be persons with lived experience with behavioral health issues.

C. Program Director roles and responsibilities shall include, but not be limited to:

1. Development of group topics and planned activities in conjunction with Member Advisory Board and member input;

2. Maintain ongoing communication with members on needs and desired activities in order to support and promote their continued recovery and assimilation into the larger mainstream community;

3. Research, evaluate, and implement the most current best practices as they relate to this level of recovery and independence, including continued progress towards achieving positive outcomes;

4. Focus on outcomes and developing systems to measure recovery as a process (short term goals) and as an outcome (long term goal);

5. Submittal of monthly demographics and performance outcome data to ADMINISTRATOR with verification that outcome data is correct;

6. Development of all P&Ps regarding the program; At a minimum, P&P's shall be reviewed annually and revised as needed.

7. Fiscal and programmatic management of the Wellness Center's operating budget;

8. Development and coordination of in-service training of staff, both initially and ongoing, on topics related to recovery-based services. A training schedule with topics and target dates for the applicable year shall be provided to ADMINISTRATOR during the first month (July) of each fiscal year of the contract term; and

9. Maintain ongoing communication with ADMINISTRATOR in regards to program operations and issues.

D. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member and place it in their personnel files.

E. CONTRACTOR shall ensure that all staff complete COUNTY's Annual Compliance Training.

F. COUNTY shall provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

G. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff

should be retained. Any staff vacancies occurring at a time when bilingual and bicultural composition of the program staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-bilingual and bicultural staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in advance and in writing, by ADMINISTRATOR.

H. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

I. CONTRACTOR shall recruit, hire, train and maintain staff who are individuals in recovery, or have lived experience with behavioral health issues. Documentation may include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices and identification of measures taken to enhance accessibility for potential staff in these categories.

J. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

K. CONTRACTOR shall maintain personnel files for each staff member, including the management and other administrative positions, which shall include, but not be limited to, an application for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

L. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies that occur during the term of the Contract.

M. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Staffing Paragraph of this Exhibit A to the Contract.”

This Amendment No. 2 modifies the Contract, only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 2, and the Contract , the terms and conditions of this Amendment No. 2 prevail. In all other respects, the terms and conditions of the Contract, not specifically changed by this Amendment No. 2 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2. If the company is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: Orange County Association for Mental Health DBA Mental Health Association of Orange County**

Jeffrey A. Thrash \_\_\_\_\_

CEO \_\_\_\_\_

Print Name

Title

DocuSigned by:

3/22/2022

*Jeff Thrash* \_\_\_\_\_

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Date

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Print Name

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Title

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Signature

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Date

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**County of Orange**, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Cynthia Aguirre \_\_\_\_\_

Deputy Purchasing Agent \_\_\_\_\_

Print Name

Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM**

Office of the County Counsel  
Orange County, California

Massoud Shamel \_\_\_\_\_

Deputy County Counsel \_\_\_\_\_

Print Name

Title

DocuSigned by:

3/22/2022

*Massoud Shamel* \_\_\_\_\_

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Date