

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

THIS Second Amendment to the AGREEMENT for Services of Independent Contractor, referenced as BC 20-032, (hereafter Second Amended Agreement) is made by and between the County of Santa Barbara (County) and **Psynergy Programs, Inc.** (Contractor), a California corporation, 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 continue 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 an Agreement for Services of Independent Contractor, referred to as BC 20-032, on June 16, 2020, for the provision of mental health services and residential treatment services for a total Maximum Contract Amount not to exceed \$3,300,000, inclusive of \$1,300,000 for FY 20-21; \$1,000,000 for FY 21-22; and \$1,000,000 for FY 22-23, for the period of July 1, 2020 through June 30, 2023;

WHEREAS, the County Board of Supervisors authorized the County to enter into the First Amended Agreement for Services of Independent Contractor, on May 4, 2021 to increase the amount of the Agreement by \$450,000 for FY 20-21 for additional client placements for FY 20-21 for a new total Maximum Contract Amount not to exceed \$3,750,000, inclusive of \$1,750,000 for FY 20-21; \$1,000,000 for FY 21-22; and \$1,000,000 for FY 22-23, for the period of July 1, 2020 to June 30, 2023;

WHEREAS, the County and Contractor wish to enter into this Second Amended Agreement to increase the amount of the Agreement by \$1,350,000 for FY 21-22 and increase by \$1,500,000 for FY 22-23, and update FY 21-22 and FY 22-23 rates, for a new total Maximum Contract Amount not to exceed \$6,600,000, inclusive of \$1,750,000 for FY 20-21; \$2,350,000 for FY 21-22; and \$2,500,000 for FY 22-23, for the period of July 1, 2020 to June 30, 2023; and

WHEREAS, this Second Amended Agreement incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors on June 16, 2020, except as modified by this First Amended Agreement.

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

I. Add a new Subsection B to Section 3, Services, of Exhibit A-2, Statement of Work: MHS Services, as follows:

B. Contractor shall work with client and case manager to determine eligibility for Intensive Support Services (ISS) Program. This may consist of individuals on an eviction notice, a client that has been sent to hospital for unsafe behaviors, continued and constant

elopements, high drug/alcohol relapse, significant medication changes, and other situations that would otherwise lead to higher level of care. ISS Program shall include:

- i. A maximum of up to 10 clients in a separate wing within the licensed Residential Care Facility;
- ii. Separately staffed area with 24/7 onsite support of clinicians and senior residential staff;
- iii. Regular 1:1 walk throughout community with staff;
- iv. Clinically led groups focused on medication management, stabilizing symptoms, and reducing maladaptive behaviors that jeopardize housing;
- v. Increased clinical services including medication management, therapy, and rehabilitation services;
- vi. Small enclosed wing with delayed egress that allows for greater observation of clients and to provide timelier redirection;
- vii. Cigarette management and smoking time observation;
- viii. Independent entrance and exit; and
- ix. Clients will be accompanied by staff when accessing the community.

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$6,600,000, inclusive of \$1,750,000 for FY 20-21; \$2,350,000 for FY 21-22; and \$2,500,000 for FY 22-23, during the term of this Agreement. 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. Delete Exhibit B-1 MHS (Schedule of Rates and Contract Maximum) FY 20-23 and replace with the following:

EXHIBIT B-1

SCHEDULE OF RATES AND CONTRACT MAXIMUM: MHS

(Applicable to program described in Exhibit A-2)

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

CONTRACTOR NAME:

Psynergy Programs, Inc.

FISCAL
YEAR:

2020-2021
2021-2022
2022-2023

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	Rates 20-21	Rates 21-22	Rates 22-23
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.20	\$2.64	\$2.64
			Collateral	Minutes	10	\$2.85	\$2.99	\$2.99
			(1) MHS- Assessment	Minutes	30	\$2.85	\$2.99	\$2.99
			MHS - Plan Development	Minutes	31	\$2.85	\$2.99	\$2.99
			(1) MHS- Therapy (Family, Individual, Group)	Minutes	40	\$2.85	\$2.99	\$2.99
			MHS - Rehab (Family, Individual, Group)	Minutes	41, 51	\$2.85	\$2.99	\$2.99
			Medication Support and Training	Minutes	60, 61, 62	\$5.25	\$5.51	\$5.51
			Crisis Intervention	Minutes	70	\$4.23	\$4.23	\$4.23
Non - Medi-Cal Billable Services			Licensed Facilities* - Level II clients w/ benefits	Bed Day	65	\$115.00	\$121.00	\$121.00
			Licensed Facilities* - Level I clients w/ benefits	Bed Day	65	\$137.65	\$145.00	\$145.00
			Licensed Facilities* - Intensive Support Services clients w/ benefits	Bed Day	65	N/A	\$240.00	\$240.00
			Licensed Facilities* - Level I clients w/o benefits	Bed Day	65	\$177.81	\$183.48	\$184.48
			Licensed Facilities* - Level II clients w/o benefits	Bed Day	65	\$155.16	\$159.48	\$159.48
			Licensed Facilities* - Intensive Support Services clients w/o benefits	Bed Day	65	N/A	\$278.48	\$278.48
			RCFE Patch rate-clients with benefits	Bed Day	65	\$200.00	\$220.00	\$220.00
			RCFE Patch rate-clients w/o benefits	Bed Day	65	\$240.16	\$260.00	\$260.00
			Unlicensed Facilities** - clients w/ benefits	Bed Day	65	\$40.00	\$42.00	\$42.00
			Unlicensed Facilities** - clients w/o benefits	Bed Day	65	\$71.00	\$73.00	\$73.00
			Enhanced Support and Supervision ***	Per Hour (15 min increments)	n/a	\$40.00	\$40.00	\$40.00
			Transportation	Per Hour (15 min increments + IRS rate per mile)	n/a	\$50.00	\$50.00	\$50.00

*Licensed facilities include Nueva Vista, Cielo Vista, Nueva Vista Sacramento, Vista de Robles and other Adult Residential Facilities opened by Contractor during the term of this agreement.

**Unlicensed facilities include Tres Vista Supported Accommodations and Independent Living

***Enhanced Support and Supervision and Client Transportation require prior County QCM Authorization

	PROGRAM				TOTAL
	20-21 Psynergy programs	21-22 Psynergy programs	22-23 Psynergy programs		
GROSS COST:	\$ 1,750,000	\$ 2,350,000	\$ 2,500,000		\$6,600,000
LESS REVENUES COLLECTED BY CONTRACTOR:					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$0
MAXIMUM CONTRACT AMOUNT PAYABLE FY 20-21:	\$ 1,750,000	\$ -	\$ -	\$ -	\$ 1,750,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 21-22:	\$ -	\$ 2,350,000	\$ -	\$ -	\$ 2,350,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 22-23:	\$ -	\$ -	\$ 2,500,000	\$ -	\$ 2,500,000

ESTIMATED SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)					
MEDI-CAL (3)	\$ 787,500	\$ 822,500	\$ 875,000		\$ 2,485,000
NON-MEDI-CAL	\$ 875,000	\$ 1,410,000	\$ 1,500,000		\$ 3,785,000
SUBSIDY	\$ 87,500	\$ 117,500	\$ 125,000		\$ 330,000
OTHER (LIST):					\$ -
TOTAL (SOURCES OF FUNDING)	\$ 1,750,000	\$ 2,350,000	\$ 2,500,000	\$ -	\$ 6,600,000

(1) MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician. Interns/trainees who have graduated and are in the 90-day period prior to obtaining their associate number are eligible to provide assessment and therapy services if a Livescan is provided by the Contractor for the intern/trainee.

(2) The Director 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 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) Non-Medi-Cal funding may be offset by additional Medi-Cal funding.

(4) In special situations, the daily rate may be adjusted by the Director and/or his designee to accommodate clients with acute needs, additional monitoring, board and care funding requirements, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

(5) Rates may be increased by a maximum of 3.5% in Year 3. A higher increase may be considered based on Psynergy's documented operating needs and is subject to approval by Behavioral Wellness.

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

SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Psynergy Programs, Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

PSYNERGY PROGRAMS, INC.

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

PAMELA FISHER, PSY. D., ACTING
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager