

**Attachment C –
Community Action
Commission of Santa
Barbara County dba
CommUnify FY 2022-25 BC
22-014 Amendment 1**



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

October 3, 2023

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

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00943

RE: Consider recommendations regarding Mental Health Association in Santa Barbara County, Inc. dba Mental Wellness Center Fiscal Years (FYs) 2021-2024 Second Amendment and Community Action Commission of Santa Barbara County dba CommUnify FYs 2022-2025 First Amendment to the Services Agreements for Mental Health Services, as follows:

- a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with Mental Health Association in Santa Barbara County, Inc. dba Mental Wellness Center, (BC 21-033), 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, and add \$830,195.00 in Mental Health Services funding to FY 2023-2024 for a new total contract maximum amount not to exceed \$8,267,006.00, inclusive of \$2,152,751.00 for FY 2021-2022, \$2,642,030.00 for FY 2022-2023, and \$3,472,225.00 for FY 2023-2024, for the period of July 1, 2021 through June 30, 2024:
- i) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the Agreement for convenience per Section 20 of the Agreement; make immaterial changes to the Agreement per Section 26 of the Agreement; modify Program staffing requirements per Exhibits A-2 and A-7 of the Agreement; reallocate funds between funding sources with discretion per Exhibit B of the Agreement; reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources per Exhibit B-1 of the Agreement; adjust the provisional rate with discretion per Exhibit B of the Agreement; authorize additional services with discretion per Exhibit B-1 of the Agreement; increase or remove the County Maximum Allowable Rate with discretion per Exhibit B-1 of the Agreement; and amend the program goals, outcomes, and measures per Exhibit E of the Agreement, all without altering the Maximum Contract Amount and without requiring the Board's approval of an amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time;
- b) Approve, ratify, and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with Community Action Commission of Santa Barbara County dba CommUnify, (BC 22-014), to update staffing requirements, implement CalAIM Behavioral Health Payment Reform changes to the Agreement, and add \$683,076.00 in Mental



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

October 3, 2023

Health Services Funding for FY 2023-2024 and FY 2024-2025 for a new total contract maximum amount not to exceed \$4,218,711.00, inclusive of \$1,178,545.00 for FY 2022-2023, \$1,520,083.00 for FY 2023-2024, and \$1,520,083.00 for FY 2024-2025, for the period of July 1, 2022, through June 30, 2025; and

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

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

- a) i) Approved, ratified and authorized; Chair to execute;**
- b) Approved, ratified and authorized; Chair to execute; and**
- c) Approved.**

The motion carried by the following vote:

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

Board Contract: 22-014

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

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

COMMUNITY ACTION COMMISSION OF SANTA
BARBARA COUNTY DBA COMMUNIFY

FOR

MENTAL HEALTH SERVICES

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as BC 22-014, by and between the County of Santa Barbara (County), a political subdivision of the state of California, and **Community Action Commission of Santa Barbara County (DBA CommUnify)** (Contractor), a California nonprofit corporation, wherein Contractor agrees to provide, and County agrees to accept, the services specified herein (First 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 May 24, 2022, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 22-014, for the provision of children and youth mental health services for a total contract maximum amount not to exceed **\$3,535,635**, inclusive of \$1,178,545 annually, for the period of July 1, 2022 through June 30, 2025, subject to annual budget appropriations (Agreement);

WHEREAS, through this First Amended Agreement, the County and Contractor wish to update staffing requirements, 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 23-25, new Exhibit B-1-MHS (Schedule of Rates and Contract Maximum) for FY 23-25, a new Exhibit B-2 (Entity Budget by Program) for FY 23-25, Exhibit B-3 (Entity Rates and Codes by Service Type) for FY 23-25, and add \$683,076 in Mental Health Services Funding for FY 23-24 and FY 24-25, for a new total contract maximum amount not to exceed **\$4,218,711**, inclusive of \$1,178,545 for FY 22-23, \$1,520,083 for FY 23-24, and \$1,520,083 for FY 24-25, for the period of July 1, 2022 through June 30, 2025.

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

I. Delete Section 9.D. Interns/Trainees of Exhibit A-2 Statement of Work – MHS Head Start and replace with the following:

9. 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*.

II. Delete Section 10.D. Interns/Trainees of Exhibit A-3 Statement of Work – MHS New Heights Full Service Partnership and replace with the following:

9. 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*.

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

**EXHIBIT B – FY 22-23
FINANCIAL PROVISIONS- MHS
Effective July 1, 2022 – June 30, 2023**

(Applicable to programs described in Exhibits A2-A3)

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 22-23 Financial Provisions – MHS on July 1, 2022, 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.

IV. Delete section II. Maximum Contract Amount of Exhibit B FY 22-23 Financial Provisions MHS and replace with the following:

II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount of this Agreement shall not exceed \$4,218,711, inclusive of \$1,178,545 for FY 22-23, \$1,520,083 for FY 23-24, and \$1,520,083 for FY 24-25, 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.

V. Add a new Exhibit B-MHS, Financial Provisions for FY 23-25 as follows:

**EXHIBIT B – FY 23-25
FINANCIAL PROVISIONS- MHS
Effective July 1, 2023 – June 30, 2025**

(Applicable to programs described in Exhibits A2-A3)

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 23-25 Financial Provisions – MHS on July 1, 2023, and end performance upon completion, but no later than June 30, 2025, 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.E (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 a cost reimbursement basis subject to other limitations as established in Exhibit A(s) and B(s).

- D. 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.
- E. 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.
- F. 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).)

G. 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 **\$4,218,711**, inclusive of \$1,178,545 for FY 22-23, \$1,520,083 for FY 23-24, and \$1,520,083 for FY 24-25, 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. 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 productivity including the submission of monthly reports on productivity for each direct service staff member (direct billed hours to total paid hours). Total paid hours is equal to 2,080 per full-time equivalent (FTE) position and should be adjusted for part-time employment. Reports will be due within 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's 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.

VI. Delete Exhibit B-1 – MHS: Schedule of Rates and Contract Maximum and replace it with the following:

EXHIBIT B-1- MHS FY 22-23
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A-2 & A-3)

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

CONTRACTOR NAME: Community Action Commission **FISCAL YEAR:** 2022-2023

Contracted Services (1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	FY22-23 County Maximum Allowable Rate(4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.69
			Intensive Care Coordination	Minutes	07	\$2.69
			Collateral	Minutes	10	\$3.47
			*MHS- Assessment	Minutes	30	\$3.47
			*MHS - Plan Development	Minutes	31	\$3.47
			*MHS- Therapy (Family, Individual, Group)	Minutes	11, 40, 50	\$3.47
			MHS - Rehab (Family, Individual, Group)	Minutes	12, 41, 51	\$3.47
			MHS - IHS	Minutes	57	\$3.47
Non - Medi-Cal Billable Services	Support Services	60	Crisis Intervention	Minutes	70	\$5.17
			Client Flexible Support	N/A	72	Actual Cost

	PROGRAM					TOTAL
	New Heights TAY	Head Start (Family Wellness)				
GROSS COST:	\$ 700,000	\$ 593,907				\$1,293,907
LESS REVENUES COLLECTED BY CONTRACTOR:						
PATIENT FEES						\$ -
CONTRIBUTIONS						\$ -
OTHER (LIST): Other Government		\$ 115,362				\$ 115,362
TOTAL CONTRACTOR REVENUES	\$ -	\$ 115,362				\$ 115,362
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 700,000	\$ 478,545				\$ 1,178,545

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)						
MEDI-CAL (3)	\$ 641,250	\$ 454,618				\$ 1,095,868
NON-MEDI-CAL	\$ 25,000					\$ 25,000
SUBSIDY	\$ 33,750	\$ 23,927				\$ 57,677
OTHER (LIST):						\$ -
TOTAL CONTRACT AMOUNT PAYABLE FY 22-23:	\$ 700,000	\$ 478,545				\$ 1,178,545

CONTRACTOR SIGNATURE:

DocuSigned by:

Patricia Sullivan
 8C2F650CDE4E8F

FISCAL SERVICES SIGNATURE:

DocuSigned by:

Christie Boyer
 95D43A8C0A02D108

(1) Additional services may be provided if authorized by the Director of the Department of Behavioral Wellness or designee in writing. The authorization of additional services does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

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

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

(4) Director or designee may remove or increase 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.

* 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.

VII. Add a new Exhibit B-1 – MHS: Schedule of Rates and Contract Maximum as follows:

EXHIBIT B-1- MHS FY 23-25
SCHEDULE OF RATES AND CONTRACT MAXIMUM
 (Applicable to programs described in Exhibit A-2 & A-3)

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

CONTRACTOR NAME: CommunityFISCAL 2023-2024;
YEAR: 2024-2025

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$314.27	0	\$0
			LPHA / Assoc. LPHA	3.00	\$214.05	1,671	\$357,670
			Certified Peer Recovery Specialist	0.00	\$169.88	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	10.00	\$173.80	5,569	\$967,880
				13.00		7,240	\$1,325,550

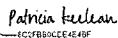
Contracted Service	Service Type	Program(s)	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	All Programs at 2%	Fee-For-Service	\$26,511
	Quality Assurance & Utilization Management (3)	All Programs at 4% (2% QA; 2% UM)	Incentive	\$53,022
	Client Flexible Support	New Heights TAY	Cost Reimbursement	\$115,000
				\$194,533

Total Contract Maximum **\$1,520,083**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Headstart	New Heights TAY					
Medi-Cal Patient Revenue (4)	\$ 538,236	\$ 787,314					\$ 1,325,550
Realignment QA / UM Incentive	\$ 21,529	\$ -					\$ 21,529
Realignment Non-Medi-Cal Services	\$ 10,765	\$ -					\$ 10,765
MHSA Client Flexible Support	\$ -	\$ 115,000					\$ 115,000
MHSA QA / UM Incentive	\$ -	\$ 31,493					\$ 31,493
MHSA Non-Medi-Cal Services	\$ -	\$ 15,746					\$ 15,746
TOTAL CONTRACT PAYABLE PER FY:	\$ 570,530	\$ 949,553	\$ -	\$ -	\$ -	\$ -	\$ 1,520,083
TOTAL CONTRACT PAYABLE FY 23-25:	\$ 1,141,060	\$ 1,899,106	\$ -	\$ -	\$ -	\$ -	\$ 3,040,166

CONTRACTOR SIGNATURE:

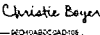
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(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Services rates as noted for Medi-Cal clients.

(2) Quality Assurance and Utilization Management 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, Section V of the agreement for required deliverables.

(3) 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.

(4) 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.

VIII. Delete Exhibit B-2 – Entity Budget by Program and replace it with the following:

EXHIBIT B-2 FY 22-23
ENTITY BUDGET BY PROGRAM

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

Community Action Commission of Santa Barbara(DBA
CommUnify)

AGENCY NAME:

COUNTY FISCAL YEAR: 2022-2023 Only

LINE #	COLUMN #	1	2	3	4
		I. REVENUE SOURCES:	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	New Heights TAY	Head Start (Family Wellness)
1		Contributions	\$ -		
2		Foundations/Trusts	\$ -		
3		Miscellaneous Revenue	\$ -		
4		Behavioral Wellness Funding	\$ 1,178,545	\$ 700,000	\$ 478,545
5		Other Government Funding	\$ 141,185		\$ 141,185
6		Total Other Revenue	\$ 1,319,730	\$ 700,000	\$ 619,730
		II. Client and Third Party Revenues:			
7		Client Fees	-		
8		SSI	-		
9		Total Client and Third Party Revenues	\$ -	\$ -	\$ -
10		GROSS PROGRAM REVENUE BUDGET	\$ 1,319,730	\$ 700,000	\$ 619,730
		III. DIRECT COSTS	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	New Heights TAY	Head Start (Family Wellness)
		III.A. Salaries and Benefits Object Level			
11		Salaries (Complete Staffing Schedule)	\$ 739,032	\$ 349,429	\$ 389,603
12		Employee Benefits	\$ 115,880	\$ 54,790	\$ 61,090
13		Payroll Taxes	\$ 120,610	\$ 57,027	\$ 63,583
14		Salaries and Benefits Subtotal	\$ 975,522	\$ 461,246	\$ 514,276
		III.B Services and Supplies Object Level			
15		Travel & Vehicle Gas (53000, 54500)	\$ 40,215	\$ 25,000	\$ 15,215
16		Space Rental & Utilities (53500)	\$ 23,600	\$ 12,500	\$ 11,100
17		Equipment Rental (54000)	\$ 2,500	\$ 1,250	\$ 1,250
18		Equip. Repairs & Maint. (54100 & 54200)	\$ 500	\$ 250	\$ 250
19		Office Supplies (56000)	\$ 2,750	\$ 1,500	\$ 1,250
20		Program Supplies (56100)	\$ 8,637	\$ 5,987	\$ 2,650
21		Communications (57000)	\$ 5,618	\$ 2,750	\$ 2,868
22		Liability Insurance (57400)	\$ 3,000	\$ 1,500	\$ 1,500
23		Postage (57700)	\$ 500	\$ 250	\$ 250
24		Printing (58000)	\$ 400	\$ 200	\$ 200
25		Recruitment (58200)	\$ 2,750	\$ 1,500	\$ 1,250
26		Consultants-Contractual interim Clinician	\$ 95,250	\$ 90,000	\$ 5,250
27		Training	\$ 8,200	\$ 4,200	\$ 4,000
28		Background Checks (58310)	\$ 2,050	\$ 1,500	\$ 550
29		Services and Supplies Subtotal	\$ 195,970	\$ 148,387	\$ 47,583
		III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	\$ 25,000	\$ 25,000	\$ -
30		Client Flexible Expenses	\$ 20,000	\$ 20,000	
31		Client Recreation (with TAY Peers)	\$ 5,000	\$ 5,000	
32		SUBTOTAL DIRECT COSTS	\$ 1,196,492	\$ 634,633	\$ 561,859
		IV. INDIRECT COSTS			
33		Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 123,239	\$ 65,367	\$ 57,871
34		GROSS DIRECT AND INDIRECT COSTS	\$ 1,319,731	\$ 700,000	\$ 619,730

IX. Add a new Exhibit B-3 – Entity Rates and Codes by Service Type as follows:

EXHIBIT B-3 MHS – FY 23-25
ENTITY RATES AND CODES BY SERVICE TYPE
Effective July 1, 2023 – June 30, 2025

Behavioral Health Provider Fees

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate	Psychologist/ Pre-licensed Psychologist	LPHA & LCSW	MHRS & Other Designated	Peer Recovery Specialist
90785	Interactive Complexity	Supplemental Service Codes	Occurrence	\$8.00	\$8.00	\$8.00	\$8.00
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment Codes	15	\$78.57	\$53.51		
90832	Psychotherapy, 30 Minutes with Patient	Therapy Codes	27	\$141.42	\$96.32		
90834	Psychotherapy, 45 Minutes with Patient	Therapy Codes	45	\$235.71	\$160.53		
90837	Psychotherapy, 60 Minutes with Patient	Therapy Codes	60	\$314.27	\$214.05		
90839	Psychotherapy for Crisis, First 30-74 Minutes 84	Crisis Intervention Codes	52	\$272.37	\$185.51		
90840	Psychotherapy for Crisis, Each Additional 30 Minutes	Crisis Intervention Codes	30	\$157.14	\$107.02		
90845	Psychoanalysis, 15 Minutes	Therapy Codes	15	\$78.57	\$53.51		
90847	Family Psychotherapy [Conjoint Psychotherapy] (with Patient Present), 50 Minutes	Therapy Codes	50	\$261.89	\$178.37		
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Therapy Codes	15	\$78.57	\$53.51		
90853	Group Psychotherapy (Other Than of a Multiple-Family Group), 15 Minutes	Therapy Codes	15	\$78.57	\$53.51		
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment Codes	15	\$78.57	\$53.51		
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Service Codes	15	\$78.57	\$53.51		
96105	Assessment of Aphasia, per Hour	Assessment Codes	60	\$314.27			
96110	Developmental Screening, 15 Minutes	Assessment Codes	15	\$78.57	\$53.51		
96112	Developmental Testing, First Hour	Assessment Codes	60	\$314.27			
96113	Developmental Testing, Each Additional 30 Minutes	Assessment Codes	30	\$157.14			
96116	Neurobehavioral Status Exam, First Hour	Assessment Codes	60	\$314.27	\$214.05		
96121	Neurobehavioral Status Exam, Each Additional Hour	Assessment Codes	60	\$314.27	\$214.05		
96125	Standardized Cognitive Performance Testing, per Hour	Assessment Codes	60	\$314.27			
96127	Brief Emotional/Behavioral Assessment, 15 Minutes	Assessment Codes	15	\$78.57	\$53.51		
96130	Psychological Testing Evaluation, First Hour	Assessment Codes	60	\$314.27			
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	\$314.27			
96132	Neuropsychological Testing Evaluation, First Hour	Assessment Codes	60	\$314.27			
96133	Neuropsychological Testing Evaluation, Each Additional Hour	Assessment Codes	60	\$314.27			
96136	Psychological or Neuropsychological Test Administration, First 30 Minutes	Assessment Codes	30	\$157.14			
96137	Psychological or Neuropsychological Test Administration, Each Additional 30 Minutes	Assessment Codes	30	\$157.14			
96146	Psychological or Neuropsychological Test Administration, 15 Minutes	Assessment Codes	15	\$78.57			
96161	Caregiver Assessment Administration of Care-Giver Focused Risk Assessment, 15 Minutes	Supplemental Service Codes	15	\$78.57	\$53.51		
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment Codes	8	\$41.90	\$28.54		
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment Codes	16	\$83.81	\$57.08		
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment Codes	26	\$136.19	\$92.75		
99366	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician, Face-to-face with Patient and/or Family, 30 Minutes or More	Plan Development Codes	60	\$314.27	\$214.05		
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician, Patient and/or Family Not Present, 30 Minutes or More	Plan Development Codes	60	\$314.27	\$214.05		
99484	Care Management Services for Behavioral Health Conditions, Directed by Physician, At Least 20 Minutes	Plan Development Codes	60	\$314.27	\$214.05		
H0025	Behavioral health prevention education service (delivery of services with target population to affect knowledge, attitude and/or behavior)	Peer Support Services Codes	15				\$42.47
H0031	Mental Health Assessment by Non-Physician, 15 Minutes	Assessment Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
H0032	Mental Health Service Plan Developed by Non-Physician, 15 Minutes	Plan Development Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Support Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
H0038	Self-help/peer services per 15 minutes	Peer Support Services Codes	15				\$42.47
H2000	Comprehensive Multidisciplinary Evaluation, 15 Minutes	Assessment Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
H2011	Crisis Intervention Service, per 15 Minutes	Crisis Intervention Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
H2017	Psychosocial Rehabilitation, per 15 Minutes	Rehabilitation Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
H2019	Therapeutic Behavioral Services, per 15 Minutes	Therapeutic Behavioral Services	15	\$78.57	\$53.51	\$43.45	\$42.47
H2021	Community-Based Wrap-Around Services, per 15 Minutes 129	Rehabilitation Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Service Codes	15	\$78.57	\$53.51	\$43.45	\$42.47
T1017	Targeted Case Management, Each 15 Minutes	Referral Codes	15	\$78.57	\$53.51	\$43.45	\$42.47

Provider type	Tax1	Tax2	Tax3	Tax4	Tax5	Tax6	Tax7	Tax8	Tax9
Psychologist/ Pre-licensed Psychologist	102L	103G	103T						
LPHA	1012	101Y	102X	103K	106H	1714	222Q	225C	2256
LCSW	106E	1041							
Peer Recovery Specialist	175T								
Mental Health Rehab Specialist	146D	146L	146M	146N	171M	174H	1837		
	2217	224Y	224Z	2254	2258	225A	2260	2263	
	246V	246Z	2470	274K	374T	376K	3902	4053	
Other Qualified Providers - Other Designated MH staff that bill medical	171R	172V	3726	373H	374U	376J			

- X. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amended Agreement, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties.
- XI. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County dba CommUnify**.

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

COUNTY OF SANTA BARBARA:

By: _____

DAS Williams
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: _____

10-3-23

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Shelley Guzman
Deputy Clerk

Date: _____

10-3-23

CONTRACTOR:

COMMUNITY ACTION COMMISSION OF
SANTA BARBARA COUNTY DBA
COMMUNIFY

By: _____

DocuSigned by:
Patricia Keelean
8C2FBB0CDE4E4BF...
Authorized Representative

Name: _____

Patricia Keelean

Title: _____

CEO

Date: _____

9/19/2023

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____

DocuSigned by:
Michelle Monter
126E3B8B27704A2...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By: _____

DocuSigned by:
Robert Guis
02B49B53797F440...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____

DocuSigned by:
Antonette "Toni" Navarro
2095C5A16FE1474...
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____

DocuSigned by:
Greg Milligan
05F555F00269466...
Risk Manager