

Attachment B

Second Amendment to Mental Wellness Center FY 21-24 Agreement



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 OF SUPERVISORS
AGENDA LETTER**

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Behavioral Wellness
Department No.: 043
For Agenda Of: October 3, 2023
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Antonette Navarro, LMFT, Director
Director(s) Department of Behavioral Wellness (805) 681-5220
Contact Info: Chris Ribeiro, Chief Financial Officer
Department of Behavioral Wellness (805) 681-5220

DS
AN

SUBJECT: Mental Health Association in Santa Barbara County, Inc. dba Mental Wellness Center FY 21–24 Second Amendment and Community Action Commission of Santa Barbara County dba CommUnify FY 22–25 First Amendment to the Services Agreements for Mental Health Services

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- 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 in Mental Health Services funding to FY 23-24 for a new total contract maximum amount not to exceed **\$8,267,006**, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$3,472,225 for FY 23-24, for the period of July 1, 2021 through June 30, 2024 (Attachment A);
 - 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 California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform changes to the Agreement, 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 (Attachment B); 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.

Summary Text:

This item is on the agenda to request Board of Supervisors approval of contract amendments with two mental health providers: Mental Wellness Center and CommUnify. These include the Second Amendment to the Agreement with Mental Wellness Center (BC 21-033) to update the service descriptions for intensive residential programs, rename the Recovery Learning Center to Wellness Center, add a new program Statement of Work for Peer and Parent Partners in Wellness effective July 1, 2023, implement California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform changes through the implementation of new financial provisions effective July 1, 2023, and add \$830,195 to the contract for a new total contract maximum amount not to exceed **\$8,267,006**, for the period of July 1, 2021 through June 30, 2024; and the First Amendment to the Agreement with CommUnify (BC 22-014) to update staffing requirements, implement California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform changes to the Agreement through the implementation of new financial provisions effective July 1, 2023, 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.

Background:

Santa Barbara County Department of Behavioral Wellness (BWell) provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, in part, through contracted providers including Community-Based Organizations.

- **Mental Health Association in Santa Barbara County, Inc. dba Mental Wellness Center (MWC)** provides residential and community mental health services to adults in the Santa Barbara

area. MWC provides intensive adult residential services through Casa Juana Maria, Cottage Grove House, Alameda House, and Polly's House. The De La Vina House provides permanent housing and single room occupancy for clients. MWC also operates the Santa Barbara Recovery Learning Center (RLC), which offers the Consumer-Led Program, a program that provides peer support, self-help, and connections to community resources, including health and wellness activities as well as a computer lab for clients to have access to computers and learn related skills. The Family Advocate offers services to families of clients with serious and persistent mental illnesses through education, support, and linkage to resources. A new program to be added through this Second Amendment, Peer and Parent Partners in Wellness, is a Mental Health Services Act Prevention and Early Intervention program which will encourage mental health and wellness by working to reduce negative outcomes that result from untreated mental illness. The program will employ a trained, diverse team of peers, family advocates, and clinical staff to engage and support the mental health needs of referred families, providing education and connection to natural supports and mental health resources in the community.

- **Community Action Commission of Santa Barbara County dba CommUnify** provides mental health services to Medi-Cal eligible children with Serious Emotional Disorders at three regional children's clinics countywide, as well as specialty mental health services for children up to age five through the Head Start programs located in Lompoc, Santa Maria, and Santa Barbara. CommUnify's rehabilitation specialists provide flexible, intensive, and individualized behavioral interventions designed to assist youth with developing interpersonal and social skills, managing negative behaviors, and succeeding in their home, school, and community.

CalAIM Payment Reform

California Advancing and Innovating Medi-Cal (CalAIM) is a multi-year California Department of Health Care Services (DHCS) initiative to improve the quality of life and health outcomes of our population by implementing broad delivery system, program, and payment reform across the Medi-Cal program. The behavioral health components of CalAIM are designed to support whole-person, integrated care; move the administration of Medi-Cal behavioral health to a more consistent and seamless system by reducing complexity and increasing flexibility; and improve quality outcomes, reduce health disparities, and drive delivery system transformation and innovation through improvements to behavioral health policies and the launch of behavioral health payment reform. The majority of these policy changes launched in 2022, but implementation will continue through 2027.

Through realignment efforts in 1991 and 2011, funding for the majority of the non-federal share of costs associated with the Specialty Mental Health Services and Substance Use Disorder services became the responsibility of the counties. Currently, counties are reimbursed for these programs via Medicaid Certified Public Expenditure (CPE) methodologies. Under the CPE structure, reimbursements to counties are limited to costs incurred by the counties and are subject to a lengthy and labor-intensive cost reconciliation process. The CalAIM Behavioral Health Payment Reform initiative seeks to move counties away from cost-based reimbursement to enable value-based reimbursement structures that reward better care and quality of life for Medi-Cal beneficiaries. Payment reform will transition counties from cost-based reimbursement funded via CPEs to fee-for-service reimbursement funded via Intergovernmental Transfers, eliminating the need for reconciliation to actual costs.

CalAIM Payment Reform has resulted in significant changes to the standard contract templates and the entire payment and reimbursement structure for Medi-Cal providers. Due to the establishment of a new rate structure by DHCS, Medi-Cal providers have renegotiated their rates as they transition to a Fee-for-

Service based payment, resulting in a higher maximum contract amount. The additional funding is intended to cover increased operating costs, client flexible support funds to support clients in reaching their treatment goals, and an incentive payment to implement quality assurance and utilization review activities that will enhance operational efficiencies and compliance under CalAIM.

BWell requests to amend the Agreements for Services of Independent Contractor with Mental Wellness Center and CommUnify to implement CalAIM Behavioral Health Payment Reform changes through the implementation of new financial provisions effective July 1, 2023. Approval of the recommended actions will allow the County to maintain compliance with DHCS requirements and implement the new payment methods necessary for partnership with providers.

Performance Measure:

Each Agreement contains performance measures to monitor implementation and improve staff proficiency.

Performance Outcomes:

Mental Wellness Center:

During the first three quarters of FY 2022-23, they achieved the following:

1. Casa Juana Maria: They served an average of 6 clients and discharged an average of 0.3 clients per quarter. They met 3 of their 8 goals; 6% of clients hospitalized for physical health with a goal of 10% or less; no clients incarcerated with a goal of 5% or less; and 100% of clients with stable housing with a goal of 95% or more. Of the 5 goals they did not meet; 11% of clients were admitted to acute psychiatric inpatient care with a goal of 5% or less; 11% of clients received emergency care for physical health with a goal of 10% or less; 33% of clients were engaged in purposeful activity with a goal of 40% or more; 0 clients (0%) were discharged to a lower level of care with a goal of 85% or more, and the one client who was discharged was discharged to a higher level of care (100%) with a goal of 15% or less.
2. Alameda House: They served an average of 5.3 clients per quarter and had no discharges. They met 4 of their 8 goals; 8% of clients received emergency room care with a goal of 10% or less; 8% of clients were hospitalized with a goal of 10% or less; no clients were incarcerated with a goal of 5% or less; 100% of clients had stable housing with a goal of 95% or more. Of the 2 goals they did not meet; 8% of clients were admitted for inpatient psychiatric care with a goal of 5% or less, and 33% of clients were engaged in purposeful activity with a goal of 40% or more. Two goals were N/A because they had no discharges.
3. CG House: They served an average of 5.3 clients per quarter and had no discharges. They met 4 of their 8 goals; no clients received emergency room care with a goal of 10% or less; no clients were hospitalized with a goal of 10% or less; no clients were incarcerated with a goal of 5% or less; no clients received inpatient psychiatric care with a goal of 5% or less. Of the 2 goals they did not meet; 92% of clients had stable housing with a goal of 95% or more and 6% of clients were engaged in purposeful activity with a goal of 40% or more. Two goals were N/A because they had no discharges.
4. Polly's House: They served an average of 10.3 clients and discharged an average of 0.3 clients per quarter. They met 4 of their 8 goals; 3% of clients received emergency room care with a goal of 10% or less; 3% of clients were hospitalized for physical health with a goal of 10% or less; no clients were incarcerated with a goal of 5% or less and 100% of clients had stable housing with a goal of 95% or more. Of the 4 goals they did not meet; 32% of clients were engaged in purposeful activity with a goal of 40% or more; 7% of clients were admitted to psychiatric inpatient care with

a goal of 5% or less; 0 clients were discharged to a lower level of care and the one client who was discharged was discharged to a higher level of care which resulted in 100% and they have a goal of 15% or less.

5. DLV House: They served an average of 5 clients per quarter and had no discharges. They met 5 of their 8 goals; no clients received emergency room care with a goal of 10% or less; no clients were hospitalized for physical health with a goal of 10% or less; no clients were incarcerated with a goal of 5% or less; 100% of clients had stable housing with a goal of 95% or more; and no clients were admitted to psychiatric inpatient care with a goal of 5% or less. Of the 1 goal they did not meet, 27% of clients were engaged in purposeful activities with a goal of 40% or more. Two goals were N/A because they had no discharges.
6. Recovery Learning Center: They served an average of 108 clients per quarter. They had a total of 4,254 client visits; 20 support groups; 215 support group meetings; 17 classes; 4 outings and educational events; 371 clients who were unserved or underserved and 264 clients referred to additional services.
7. Family Advocate: They served an average of 155 clients per quarter. They had a total of 1,275 client visits; 26 support groups; 204 support group meetings; 31 educational events; 312 clients who were unserved or underserved; 22 clients receiving services in Spanish and 233 clients referred to additional services.

CommUnify:

During the first three quarters of FY 2022-23, they achieved the following:

1. Head Start: They served an average of 65.3 clients per quarter and discharged an average of 65.3 clients per quarter. They met all 5 of their goals; 100% of clients had stable housing with goal of 95% or more; 100% of clients were engaged in purposeful activity with the goal of 95% or more; 0% of clients were discharged to higher level of care with the goal of 15% or less; 100% of clients were discharged to lower levels of care with the goal of 85% or more; 0% of clients with new out-of-primary home placements with the goal of 5% or less.
2. New Heights Transitional Age Youth (TAY) Full Service Partnership (FSP) Santa Barbara: They served an average of 26.7 clients per quarter and discharged an average of 12.7 clients per quarter. They met 4 of their 7 goals; 0% of clients were incarcerated with the goal of 5% or less; 11% of clients were discharged to a higher level of care with a goal of 15% or less; 89% of clients discharged to lower levels of care with the goal of 85% or more; and 1% of clients with new Out Of Primary Home Placements with the goal of 5% or less. Of the 3 goals they did not meet; 8% of clients were admitted to inpatient care with a goal of 5% or less; 91% of clients had stable housing with a goal of 95% or more; 74% of clients were engaged in purposeful activity with a goal of 95% or more.
3. New Heights TAY FSP Santa Maria: They served an average of 20.3 clients per quarter and discharged an average of 8.3 clients per quarter. They met 6 of their 7 goals; 2% of clients were incarcerated with the goal of 5% or less; 5% of clients were admitted to inpatient care with the goal of 5% or less; 96% of clients had stable housing with the goal of 95% or more; 0% of clients were discharged to higher level of care with the goal of 15% or less; 100% of clients were discharged to lower levels of care with the goal of 85% or more; 0% of clients with new out-of-primary home placements with a goal of 55% or lower. Of the 1 goal they did not meet; 88% of clients were engaged in purposeful activity with the goal of 95% or more.

4. New Heights TAY FSP Lompoc: They served an average of 27.7 clients per quarter and discharged an average of 2.7 clients per quarter. They met 3 of their 7 goals; 0% of clients were incarcerated with the goal of 5% or less; 0% of clients were admitted to inpatient care with the goal of 55% or less; 0% of clients with new out-of-primary home placements with the goal of 55% or less. Of the 4 goals they did not meet: 85% of clients had stable housing with the goal of 95% or more; 48% of clients were engaged in purposeful activity with the goal of 95% or more; 17% of clients were discharged to a higher level of care with the goal of 15% or less; 83% of clients were discharged to a lower level of care with the goal of 85% or more.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

Mental Wellness Center:

<u>Funding Sources</u>	<u>FY 21-22 Cost</u>	<u>FY 22-23 Cost</u>	<u>FY 23-24 Cost</u>	<u>Total Cost FY 21-24</u>
General Fund				
State	\$ 1,251,848.00	\$ 1,570,402.00	\$ 1,291,970.00	\$ 4,114,220.00
Federal	\$ 599,815.00	\$ 782,534.00		\$ 1,382,349.00
County	\$ 301,088.00	\$ 289,094.00		\$ 590,182.00
Other: Medi-Cal Patient Revenue			\$ 2,180,255.00	\$ 2,180,255.00
Total:	\$ 2,152,751.00	\$ 2,642,030.00	\$ 3,472,225.00	\$ 8,267,006.00

CommUnify:

<u>Funding Sources</u>	<u>Cost FY 22-23:</u>	<u>Cost FY 23-24:</u>	<u>Cost FY 24-25:</u>	<u>Total Cost FY 22-25</u>
General Fund				
State	\$ 630,611.00	\$ 194,533.00	\$ 194,533.00	\$ 1,019,677.00
Federal	\$ 547,934.00			\$ 547,934.00
Fees				\$ -
Other: Medi-Cal Patient Revenue		\$ 1,325,550.00	\$ 1,325,550.00	\$ 2,651,100.00
Total	\$ 1,178,545.00	\$ 1,520,083.00	\$ 1,520,083.00	\$ 4,218,711.00

Narrative: The above-referenced Agreements are funded by a combination of State and federal funds. With the transition to CalAIM Payment Reform, the contract will be funded with Medi-Cal Patient Revenue which primarily consists of federal funds. The amount of federal funds varies depending on the client's Medi-Cal aid code, with youth services receiving a higher share of federal funding. The funding sources were included in the FY 23-24 Adopted Budget. Funding for future fiscal years is contingent on Board approval.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to County.

Page 7 of 7

Special Instructions:

Please email one (1) Minute Order and one (1) of each complete executed Amendment to Bethany Le at bethle@sbcbswell.org, Marlene Zavala at mazavala@sbcbswell.org, and the BWell Contracts Division at bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: Mental Wellness Center FY 21-24 Second Amendment

Attachment B: CommUnify FY 22-25 First Amendment

Attachment C: Mental Wellness Center FY 21-24 First Amendment Executed

Attachment D: Mental Wellness Center FY 21-24 BC Executed (BC 21-033)

Attachment E: CommUnify FY 22-25 BC Executed (BC 22-014)

Authored by:

B. Le

M. Zavala

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

Between

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

MENTAL HEALTH ASSOCIATION IN
SANTA BARBARA COUNTY
(DBA MENTAL WELLNESS CENTER)

FOR

MENTAL HEALTH SERVICES

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

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, referenced as BC 21-033, by and between the County of Santa Barbara (County), a political subdivision of the state of California, and **Mental Health Association in Santa Barbara County (DBA Mental Wellness Center)** (Contractor), a California nonprofit, wherein Contractor agrees to provide, and County agrees to accept, the services specified herein (Second Amended Agreement).

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

WHEREAS, on June 22, 2021, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 21-033, for the provision of adult mental health services for a total contract maximum amount not to exceed **\$6,471,853**, inclusive of \$2,152,751 for FY 21-22, \$2,143,475 for FY 22-23, and \$2,175,627 for FY 23-24, for the period of July 1, 2021 through June 30, 2024, subject to annual budget appropriations (Agreement);

WHEREAS, on October 4, 2022, the County Board of Supervisors approved the First Amendment to the Agreement, to modify the staffing requirements for the Intensive Residential Programs and Polly's House to increase the full time equivalent (FTE) allocations for the Residential Administrator and Transportation Coordinator positions; update Exhibits B-1 and B-2 for FYs 22-23 and 23-24; and add \$964,958 to the contract for a new total contract maximum amount not to exceed **\$7,436,811**, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$2,642,030 for FY 23-24, for the period of July 1, 2021 through June 30, 2024 (First Amended Agreement); and

WHEREAS, through this Second Amended Agreement, the County and Contractor wish to update the service descriptions for intensive residential programs (Exhibits A-2 and A-6), rename the Recovery Learning Center to Wellness Center, add a new program Statement of Work for Peer and Parent Partners in Wellness, implement California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform changes to the Agreement through the addition of a new Exhibit B-MHS (Financial Provisions) for FY 23-24, new Exhibit B-1-MHS (Schedule of Rates and Contract Maximum) for FY 23-24, and new Exhibit B-2 (Entity Budget by Program) for FY 23-24, and add \$830,195 in Mental Health Services funding to FY 23-24 for a new total contract maximum amount not to exceed **\$8,267,006**, inclusive of \$2,152,751 for FY 21-22, \$2,642,030 for FY 22-23, and \$3,472,225 for FY 23-24, for the period of July 1, 2021 through June 30, 2024.

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

I. Add subsection A.vi Adult Residential Treatment Services to Section 3 (Services) of Exhibit A-2 Statement of Work: MHS – Intensive Residential Programs as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT A-7

STATEMENT OF WORK: MHS

Peer and Parent Partners in Wellness

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

changes to the service location(s) do not require a formal amendment to this Agreement and shall not alter the Maximum Contract Amount.

A. 617 Garden St., Santa Barbara, CA 93101.

2. PROGRAM GOALS. Contractor shall:

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

3. SERVICES. Contractor shall provide the following services:

A. Engagement.

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

B. Education.

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

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

C. Long Term Goal Setting.

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

4. OPERATIONS.

- A. **Service Intensity.** The Program shall serve twelve (12) families per year and three (3) families per quarter.
- B. **Location.** The region served will be South Santa Barbara County.

5. CLIENTS/PROGRAM CAPACITY.

- A. The Program shall serve families with adults living with a serious and persistent mental illness.
- B. The priority demographic of the identified consumers is 18-30 years of age, residing in the caregiver's home, and exhibiting signs of resistance to treatment or anosognosia.

6. REFERRALS.

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

7. DOCUMENTATION REQUIREMENTS.

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

8. STAFFING REQUIREMENTS. Contractor shall adhere to the Program staffing

requirements outlined below. Changes to these requirements do not require a formal amendment to this Agreement but shall be agreed to in writing by the Director of the Department of Behavioral Wellness or designee and shall not alter the Maximum Contract Amount.

A. The Program shall be staffed as follows:

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

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

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

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

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

9. PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.

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

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

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

(Applicable to programs described in Exhibit A2-A6)

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

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

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

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

i. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$8,267,006** in Mental Health funding, inclusive of \$2,152,751 for FY 21-22 and \$2,642,030 for FY 22-23, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

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

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

(Applicable to programs described in Exhibits A2-A7)

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

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

earlier terminated.

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

I. PAYMENT FOR SERVICES.

A. Performance of Services.

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

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

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

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

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

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

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

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

F. Funding Sources. The Behavioral Wellness Director or designee may reallocate between funding sources with discretion, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.

G. Beneficiary Liability for Payment.

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$8,267,006** in Mental Health funding, inclusive of \$3,472,225 for FY 23-24, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

III. OPERATING BUDGET AND FEE FOR SERVICE RATES

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

amount specified in the Exhibit B-1 MHS.

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

IV. CLIENT FLEXIBLE SUPPORT FUNDS.

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

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

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

1. QA deliverables include:

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

2. UM deliverables include:

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

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

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

VI. ACCOUNTING FOR REVENUES.

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

VII. REALLOCATION OF PROGRAM FUNDING.

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

VIII. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS.

A. Submission of Claims and Invoices.

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

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

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

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

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

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

- B. Monthly Financial Statements. For Non-Medi-Cal programs and costs, within 15 calendar days of the end of the month in which services are delivered, Contractor shall submit monthly financial statements reflecting the previous month's and cumulative year to date direct and indirect costs and other applicable revenues for Contractor's programs described in the Exhibit A(s).
- C. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice, financial statement or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by

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

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

E. Claims Submission Restrictions.

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

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

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

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

IX. REPORTS.

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

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

X. AUDITS AND AUDIT APPEALS.

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

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

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

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

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

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

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

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

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

CONTRACTOR SIGNATURE: *Annemarie Cameron*
 FISCAL SERVICES SIGNATURE: *Christie Boyer*

- (1) Adult Residential Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rate as noted for Medi-Cal clients.
- (2) Board and care allocation is intended to cover the costs of two indigent clients at the SSI rate which is currently \$1,324 per month. Rate may be adjusted in January 2024 to match State/Federal schedules. Contractor shall confirm client indigent status with County prior to placement in an indigent bed for costs to be reimbursable. Director or designee has the right to reallocate flexible funds between adult residential facilities and/or reallocate additional funds from other funding sources, subject to the contract maximum, should board and care costs exceed the amount estimated in the Exhibit B-1.
- (3) Quality assurance incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B of the agreement for required deliverables.
- (4) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (5) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.
- (6) Contractor may charge County at the adult residential fee-for-service rate for any bed holds requested for clients that are hospitalized. Bed holds for more than three days require pre-authorization from QCM.

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

AGENCY NAME: Mental Wellness Center

COUNTY FISCAL YEAR: 2023 2024

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

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

EXHIBIT E

PROGRAM GOALS, OUTCOMES, AND MEASURES

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

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

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

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


THIS SECTION LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Mental Health Association in Santa Barbara County dba Mental Wellness Center.**

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

COUNTY OF SANTA BARBARA:

By: 
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Date: 10-3-23

ATTEST:

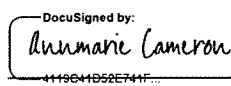
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 10-3-23

CONTRACTOR:

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

By: 
Authorized Representative


Name: Anmarie Cameron

Title: CEO

Date: 9/19/2023

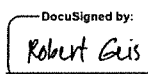
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

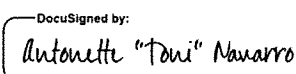
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy


RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager

**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 - I/HS	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-MEDICAL	\$ 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: Patricia Kullau DocuSigned by: 1C2F650CDE4E4BF

FISCAL SERVICES SIGNATURE: Christie Boyer DocuSigned by: 1D049A8BC0A05D108

- (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: Community

**FISCAL 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							
Funding Sources (3)	PROGRAM(S)						Total
	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:

DocuSigned by:
Patricia Kellan
ECC2FB8DCE4E4DF

FISCAL SERVICES SIGNATURE:

DocuSigned by:
Christie Boyer
2E2D1A8DCCAD108

- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service 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.


THIS SECTION LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS

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**.

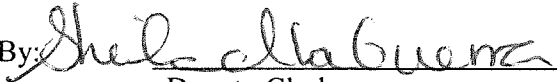
IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS
Date: 10-3-23

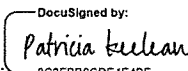
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 10-3-23

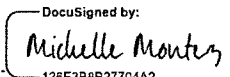
CONTRACTOR:

COMMUNITY ACTION COMMISSION OF SANTA BARBARA COUNTY DBA COMMUNIFY

By: 
Authorized Representative
Name: Patricia Keelean
Title: CEO
Date: 9/19/2023

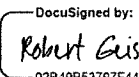
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

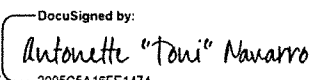
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: 
Risk Manager