

Attachment B:

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY PARTICIPATION AGREEMENT AMENDMENT #1



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

September 12, 2023

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

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 23-00864

RE: Consider recommendations regarding a First Amendment to California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement Fiscal Year (FY) 2022-2024, as follows:

a) Approve and authorize the Chair to execute a First Amendment to CalMHSA BHQIP Participation Agreement No. 1303-BHQIP-2022-SB-A1 to increase the Agreement by \$20,000.00 to procure subject matter expert consultation services for the development, implementation, and continued support of the County's Behavioral Health Plan to meet milestones required to complete the California Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) BHQIP mandated deliverables, for a maximum agreement amount not to exceed \$42,080.00 inclusive of an administrative fee, from the date of execution by the County through June 30, 2024; and

b) 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 organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

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

a) **Approved and authorized; Chair to execute; and**

b) **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: September 12, 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: Jamie Huthsing, Division Chief of Quality Care Management,
Department of Behavioral Wellness, (805) 681-5220

DS
AN

SUBJECT: Behavioral Wellness – First Amendment to California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement Fiscal Year (FY) 2022-2024

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute a **First Amendment to California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement No. 1303-BHQIP-2022-SB-A1** to increase the Agreement by \$20,000 to procure subject matter expert consultation services for the development, implementation, and continued support of the County’s Behavioral Health Plan to meet milestones required to complete the California Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) BHQIP mandated deliverables, for a Maximum Agreement Amount not to exceed **\$42,080** inclusive of an administrative fee, from the date of execution by the County through June 30, 2024 (Attachment A); and
- B. 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 organizational or administrative activities of the government that will not result in direct or indirect physical changes in the environment and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) and (b)(5) of the CEQA Guidelines.

Summary Text:

The above-referenced item is on the agenda to request the Board of Supervisors (Board) to approve and authorize the Director of the Department of Behavioral Wellness (BWell) or designee to execute a First Amendment to California Mental Health Services Authority (CalMHSA) Behavioral Health Quality Improvement Program (BHQIP) Participation Agreement No. 1303-BHQIP-2022-SB-A1 to increase the Agreement by \$20,000. The proposed amendment will allow BWell to procure subject matter expert consultation services for the development, implementation, and continued support of the County's Behavioral Health Plan to meet milestones required to complete the California Department of Health Care Services (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) BHQIP mandated deliverables, for a Maximum Agreement Amount not to exceed \$42,080 from the date of execution by the County through June 30, 2024.

Background:

The California Government Code ("Joint Exercise of Powers Act," Section 6500 et seq.) permits two or more public agencies to jointly exercise powers common to the contracting parties through an agreement. CalMHSA is a Joint Powers Authority formed in 2009 for the purpose of creating a separate public entity to provide administrative and fiscal services in support of its members. CalMHSA assists its members with the operation of various programs to contract and/or negotiate with the State or other providers; and contract and/or negotiate with the State or Federal government for administration of mental health services, programs or activities, including managed mental health care and the delivery of specialty mental health services.

In 2014, the Board approved Behavioral Wellness' membership in CalMHSA. CalMHSA provides fiscal or administrative services to its members such as group purchasing, contract management, research and development, data management, maintenance of a research depository, technical assistance, capacity building, education, and training; and execution of policy requests. CalMHSA also provides its members with the ability to deal jointly with the DHCS, Department of State Hospitals, the Mental Health Services Oversight and Accountability Commission, and the legislature. BWell currently has five agreements with CalMHSA--to deliver services for loan repayment, state hospital beds, Tech Suite, Help@Hand, and payment of Presumptive Transfer, all of which were previously approved by the Board.

On September 13, 2022 the Board approved the CalMHSA BHQIP Participation Agreement for No. 1303-BHQIP-SB for FY 2022-2024. Under CalAIM, BHQIP is an incentive payment program to support Mental Health Plans, Drug Medi-Cal State Plans, and Drug Medi-Cal Organized Delivery Systems, as they prepare for changes in the CalAIM initiative and other approved administration priorities. CalAIM is a DHCS initiative to reform the Medi-Cal program to help address many of the complex challenges facing California's most vulnerable residents. It offers beneficiaries a more equitable, coordinated, person-centered approach to maximize their health.

Under the current BHQIP Participation Agreement, CalMHSA provides BWell with assistance to achieve the Policy Change Milestone to update Utilization Management Protocols by conducting a landscape analysis of documentation audit practices and draft an updated Utilization Management protocol to comply with best practices and updated documentation audit standards. Additionally, it provides services to achieve the Data Exchange Milestone. CalMHSA collects and analyzes Managed Care Plan data to establish a baseline for three performance measures: Follow-up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence, Follow-up After Emergency Department Visit for Mental Illness, and Pharmacotherapy for Opioid Use Disorder.

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Under this amendment, CalMHSA will provide additional subject matter expert services consisting of: fiscal/payment reform, interoperability, data analytics and ad hoc consultation services. BWell will be able to purchase hours up to a maximum predetermined amount of \$20,000, and spend the funds to procure the professional consultation services listed, along with the initial professional services of project management and clinical services, through a flexible spending account. The BWell Director or designee will authorize the allocation of the service and hours through a work order process.

Performance Measure:

CalMHSA facilitates the efficient use of resources for multiple public entities by providing group purchasing power, joint development of requests for proposal and contracts for services, reduced overhead costs through sharing of the expenses of administration and reporting, and shared research and strategies. CalMHSA's administration of this program will result in greater efficiency in the implementation of these mandated services for compliance with state and federal requirements.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>BHQIP Cost FY 22-24</u>
General Fund	
State	\$ 21,040.00
Federal	\$ 21,040.00
Fees	
Other:	
Total	\$ 42,080.00

Narrative: If the County does not use the funds allocated to the Professional Services Flexible Spending Account the funds will be returned to the County less the 15% administrative fee. Funding for this amendment has been included in the FY 2023-2024 Adopted Budget.

Key Contract Risks:

The County may withdraw from the Program upon six months' written notice to CalMHSA.

Special Instructions:

Please return one (1) Minute Order and one (1) complete copy of the above items to Amber Foschaar at cfoschaar@sbcbswell.org and the BWell Contracts Division at bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: CalMHSA FY 22-24 PA No. 1303-BHQIP-2022-SB-A1

Attachment B: CalMHSA FY 22-24 PA No. 1303-BHQIP-2022-SB

Authored by:

A. Foschaar

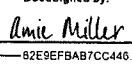
CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Santa Barbara County ("Participant") entered into Participant Agreement No. 1303-BHQIP-2022-SB with California Mental Health Services Authority ("CalMHSA") on September 13, 2022 to participate in the Program identified below.


Name of Program: Behavioral Health Quality Improvement Program (BHQIP)

2. This Participation Agreement Amendment modifies and/or supplements the terms of Exhibit A, Exhibit B, Exhibit C, and Appendix A, to Participation Agreement No. 1303-BHQIP-2022-SB, as well as adds an Appendix B to Participation Agreement No. 1303-BHQIP-2022-SB, as set forth on the following pages.
3. This Participation Agreement Amendment also modifies the total maximum amount payable under Agreement No. 1303-BHQIP-2022-SB to be \$42,080.
4. All other terms of Participation Agreement No. 1303-BHQIP-2022-SB shall remain in full force and effect.
5. This Participation Agreement Amendment shall become effective upon execution by Participant.
6. Authorized Signatures:


California Mental Health Services Authority (CalMHSA)

Signed:  Name (Printed): Dr. Amie Miller, Psy.D., MFT
DocuSigned by: Amie Miller 62E9EFB8B7CC446...
Title: Executive Director Date: 8/10/2023

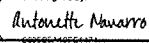
COUNTY OF SANTA BARBARA:

Signed:  Name: Das Williams
Title: Chair, Board of Supervisors Date: 9-12-23

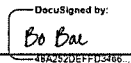
ATTEST:

Signed:  Name: Mona Miyasato
Title: County Executive Officer, Clerk of the Board Date: 9-12-23

RECOMMENDED FOR APPROVAL:

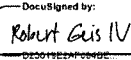
Signed:  Name: Antonette Navarro, LMFT
DocuSigned by: Antonette Navarro
Title: Director, Behavioral Wellness Date: 8/31/2023

APPROVE AS TO FORM: COUNTY COUNSEL:

Signed:  Name: Bo Bae

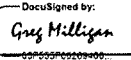
Title: Deputy County Counsel Date: 8/9/2023

APPROVE AS TO ACCOUNTING FORM: AUDITOR-CONTROLLER:

Signed:  Name: Robert Geis IV

Title: Deputy Date: 8/10/2023

APPROVE AS TO INSURANCE FORM: RISK MANAGEMENT:

Signed:  Name: Greg Milligan

Title: Risk Manager Date: 8/9/2023

Revised Exhibit A

This **Revised Exhibit A** hereby supplements Exhibit A to the initial Participation Agreement No. 1303-BHQIP-2022-SB by adding Section IV. Added Services. Sections I through III of Exhibit A to the initial Participation Agreement No. 1303-BHQIP-2022-SB shall remain in full force and effect.

IV. ADDED SERVICES

A. CalMHSA will provide the following **Optional Subject Matter Expert (SME) Services** as defined below:

- **Project Management** -General BHQIP implementation support
- **Clinical Services** -Clinical training and policy changes implementation support
- **Fiscal/Payment Reform**– Individualized and/or Group Participant support around modeling fiscal impact of Payment Reform, contract support, and other fiscal consultation services as requested.
- **Interoperability** - Guidance on data systems management, BHQIP deliverables, and consulting and/or configuring on coordination and integration of systems operations across Participant agencies.
- **Data Analytics** – Not otherwise accounted for in fixed Scopes of Work related to BHQIP Deliverables.
- **Ad Hoc Services** - Other service requested by Participant at an hourly rate of \$200 may be submitted via a Work Order.

PROFESSIONAL SERVICES	HOURLY RATE
Project Management	\$175
Clinical Subject Matter Expert Services	\$200
Fiscal/Payment Reform Subject Matter Expert Services	\$200
Interoperability Subject Matter Expert Services	\$200
Data Analytics Subject Matter Expert Services	\$200
Ad Hoc Services	\$200

B. **Options for the Procurement of Services**

1. **Flexible Spending Account** - Participant may purchase hours **up to** a maximum pre-determined amount, which can be used for any services as identified above. For Participant funding via the initial Participation Agreement, funds will be rolled into a single

flexible spending account. Over the course of the term of the initial Participation Agreement and this Amendment, if changes to services are required or additional funding needed, those changes can be made via a work order by an authorized Participant staff. See Appendix A.

Revised Exhibit B

This **Revised Exhibit B** hereby modifies Section II.B (Responsibilities of Participant) and Section V (Fiscal Provisions) of Exhibit B to the Participation Agreement No. 1303-BHQIP-2022-SB. All other terms of Exhibit B to the initial Participation Agreement No. 1303-BHQIP-2022-SB shall remain in full force and effect.

II. Responsibilities

B. Responsibilities of Participant:

1. **Services Post-Contract Execution (Amendment)** - Submit a Work Order form for any additional professional services required by the Participant if identified post-amendment execution.
2. Provide CalMHSA with a Participant Staff authorized to add services as needed and additional hourly funding amount over the term of the Agreement and this Amendment via a work order. Participant's authorized staff is identified in Appendix B, with the following information:

Name

Title

Phone

Email Address

NOTE: Two people maximum.

3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, and CalMHSA's Joint Powers Agreement Bylaws, and Business Associate Agreement.

V. Fiscal Provisions

1303-BHQIP-2022-SB-A1
Behavioral Health Quality Improvement Program
August 22, 2023

- A. **Initial Program Funding** – Initial payment was issued to CalMHSA in an amount up to \$22,080 as previously specified in Exhibit C, of initial Participation Agreement.
- B. **Additional Funds** – This Amendment shall reflect current funds with CalMHSA and added funding, to be provided by the Participant (County), as specified in Exhibit C.
- C. **Payments** - Payments to CalMHSA shall consist of equal quarterly payments commencing thirty days after the execution of this Amendment.
- D. **Funding** – Funding shall be applied to service hours as defined by the Participant via a fully executed Work Order, see Appendix A; however, it is understood the Participants will assess service needs over the course of time and will have the flexibility to procure additional services and add funding via a work order. These changes can only be made by the authorized staff per Section II. Responsibilities, B. Responsibilities of the Participant, Item 2, of this Amendment. If the Participant does not request an adjustment of hours via the submission of Appendix A, the current hourly designations will remain the same as previously stated in the original agreement or most recent amendment.
- E. **Administrative Fee:** The total flexible service funds, as defined in the Revised Exhibit C, are inclusive of a 15% administrative fee.
- F. **Refunds** - Any **unused** funds from the initial Participation Agreement, will be fully reimbursed based at the end of the project period as defined in Exhibit B of the initial Participation Agreement. For service requests via a work order, refunds will be less the administrative fee, equal to 15%.
- G. **Annual Rate Adjustments** – Cost of Living Adjustments (COLA), for to the rates as defined in Section IV of the Revised Exhibit A (Added Services), and Section III of Exhibit A to the initial Participation Agreement (Program Objective and Overview), shall be made per annum.

HOURLY SERVICES FLEXIBLE SPENDING ACCOUNT	
ADDITIONAL SERVICE COSTS	COSTS
TOTAL CURRENT HOURLY COSTS INCURRED*	0
TOTAL CURRENT HOURLY COSTS REMAINING*	\$0.00
ADDED SERVICES HOURLY COSTS**	\$20,000
NEW TOTAL FOR FLEXIBLE SPENDING ACCOUNT (TOTAL CURRENT HOURLY COSTS REMAINING* + NEW SERVICE HOUR COSTS)	\$20,000

*Inclusive of all current agreement hourly offerings (Project Management and Clinical Hours)

**As defined in Section IV.A. of the Revised Exhibit A.

Revised Appendix A

This Revised Appendix A hereby replaces the prior Appendix A to the initial Participation Agreement No. 1303-BHQIP-2022-SB

TEMPLATE DO NOT FILL OUT

APPENDIX A- REVISED WORK ORDER FORM

Participant (County)		Start Date	End Date
SECTION 1. NEW SERVICE HOURS TO BE UTILIZED			
NEW SERVICES	HOURLY RATE	QUANTITY OF HOURS DESIGNATED	TOTAL COST OF HOURS
Fiscal/Payment Reform	\$200/HR		
Clinical Services	\$200/HR		
Project Management	\$175/HR		
Interoperability	\$200/HR		
Data Analysis	\$200/HR		
Ad Hoc Services	\$200/HR		
TOTAL*			

*Cannot exceed the amount listed in Exhibit C of Agreement #1303-BHQIP-2022-SB

**Per Fiscal Provision, Section C, Counties may choose to adjust their designation of hours via a Work Order Form.

*** TOTAL cost is inclusive of a 15% administrative fee.

Appendix A Authorized Signatory:

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

Appendix A Authorized Signatory (Alternate):

Signed: _____ Name (Printed): _____

Title: _____ Date: _____

APPENDIX B – Authorized Signatories

Please identify the authorized Participant staff with authority to make service hour requests and add funding as need by Participant.

Appendix A Authorized Signatory:

Name: Jamie Huthsing, LMFT

Title: Division Chief of Quality Care Management

Phone: (805) 884-1687

Email Address: jhuthsing@sbcbswell.org

Signature: _____

Date: _____

Appendix A Authorized Signatory (Alternate):

Name: _____

Title: _____

Phone: _____

Email Address: _____

Signature: _____

Date: _____