



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 4, 2021

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

BEHAVIORAL WELLNESS

File Reference No. 21-00370

RE: Consider recommendations regarding a First Amendment to the Psynergy Programs, Inc. and Sylmar Health Rehabilitation Center, Inc. Institution for Mental Disease Agreements Fiscal Year (FY) 2020-2023, as follows: (4/5 Vote Required)

- a) Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor (BC 20-032) with Psynergy Programs, Inc., a California corporation (not a local vendor), an Institution for Mental Disease, to increase the FY 2020-2021 contract amount by \$450,000.00 for additional client placements for FY 2020-2021 for a new total Maximum Contract Amount not to exceed \$3,750,000.00, inclusive of \$1,750,000.00 for FY 2020-2021; \$1,000,000.00 for FY 2021-2022; and \$1,000,000.00 for FY 2022-2023, for the period of July 1, 2020 through June 30, 2023;
- b) Approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor (BC 20-140) with Sylmar Health and Rehabilitation Center, Inc., a California corporation (not a local vendor), an Institution for Mental Disease, to increase the FY 2020-2021 contract amount by \$200,000.00 for additional client placements for FY 2020-2021 for a new total Maximum Contract Amount not to exceed \$1,850,000.00, inclusive of \$850,000.00 for FY 2020-2021; \$500,000.00 for FY 2021-2022; and \$500,000.00 for FY 2022-2023, for the period of July 1, 2020 through June 30, 2023;
- c) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to adjust the provisional rate with discretion per Exhibit B of the Agreement with Psynergy Programs, Inc. without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time;
- d) Approve a Budget Revision Request No. 0007449 for FY 2020-2021, increasing appropriations of \$200,000.00 in Behavioral Wellness Mental Health Fund for Services and Supplies funded by an unanticipated increase in Realignment revenue from the State; and
- e) Determine that the above actions are 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.



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

- a) and b) Approved and authorized; Chair to execute;
- c) Delegated; and
- d) and e) Approved.

The motion carried by the following vote:

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

**FIRST AMENDED AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS Amendment to the AGREEMENT for Services of Independent Contractor, referenced as BC 20-032, (hereafter First Amended Agreement) is made by and between the County of Santa Barbara (County) and **Psynergy Programs Inc.** (Contractor), a California corporation, wherein Contractor agrees to provide and County agrees to accept the services specified herein.

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

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC 20-032, on June 16, 2020 for the provision of mental health services and residential treatment services for a total Maximum Contract Amount not to exceed \$3,300,000, inclusive of \$1,300,000 for FY 20-21; \$1,000,000 for FY 21-22; and \$1,000,000 for FY 22-23, for the period of July 1, 2020 through June 30, 2023;

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

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

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

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$3,750,000, inclusive of \$1,750,000 for FY 20-21; \$1,000,000 for FY 21-22; and \$1,000,000 for FY 22-23, during the term of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

II. Delete Section III (Provisional Rates) of Exhibit B (Financial Provisions: MHS) and replace with the following:

III. PROVISIONAL RATES.

- A. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. For recurring contracts, the Provisional Rate shall be established by using the historical data from prior fiscal periods. The County Maximum Allowable rate will be the Provisional Rate for all new contracts. Quarterly, or at any time during the term of this Agreement, the Director of the Department of Behavioral Wellness or designee shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues and the volume of services provided in prior quarters. Adjustment of the Provisional Rate does not alter the Maximum Contract Amount and does not require an amendment to this Agreement.
- B. Per Client Daily Rate. In addition to provisional reimbursement for specialty mental health services, County agrees to reimburse Contractor at a daily rate during the term of this Agreement, as specified in Exhibit B-1, for non-Medi-Cal services. "Per Client Daily Rate" means a maximum daily rate paid for non-Medi-Cal services for a client for the day of admission and each day that services are provided excluding the day of discharge.

Contractor shall be reimbursed for a day of service, at the Per Client Daily Rate, when the client occupies a bed at 12:00 midnight provided that more than 24 hours has elapsed between admission and discharge. In addition, a Patch day of service may also be reimbursed by County if the client is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge from Contractor's facility, as approved by County.

- C. Board and Care. Board and Care shall be paid from clients' SSI or SSI/SSA benefits. If the client has not yet received SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or do not reflect standard residential care rates, County will provide payment to cover the delinquent and /or amount owed. The clients' SSI or SSI/SSA monthly residential board and care rate is currently \$1,079.37 per month for a client who receives one check and \$1,099.37 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California), which adjustments shall be effective without the need for any amendment to the Agreement.

IV. Delete Exhibit B-1 MHS (Schedule of Rates and Contract Maximum) FY 20-23 and replace with the following:

EXHIBIT B-1
SCHEDULE OF RATES AND CONTRACT MAXIMUM: MHS
(Applicable to program described in Exhibit A-2)

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

CONTRACTOR NAME: Psynergy Programs, Inc. FISCAL YEAR: 2020-2021 2021-2022 2022-2023

Contracted Services	Service Type	Mode	Service Description	Unit of Service	Service Function Code	Rates 20-21	Rates 21-22	Rates 22-23			
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.20	\$2.20	\$2.20			
			Collateral	Minutes	10	\$2.85	\$2.85	\$2.85			
			(1) MHS - Assessment	Minutes	30	\$2.85	\$2.85	\$2.85			
			MHS - Plan Development	Minutes	31	\$2.85	\$2.85	\$2.85			
			(1) MHS - Therapy (Family, Individual, Group)	Minutes	40	\$2.85	\$2.85	\$2.85			
			MHS - Rehab (Family, Individual, Group)	Minutes	41, 51	\$2.85	\$2.85	\$2.85			
			Medication Support and Training	Minutes	60, 61, 62	\$5.25	\$5.25	\$5.25			
			Crisis Intervention	Minutes	70	\$4.23	\$4.23	\$4.23			
			Non - Medi-Cal Billable Services			Licensed Facilities* - Level II clients w/benefits	Bed Day	65	\$115.00	\$115.00	\$115.00
						Licensed Facilities* - Level I clients w/benefits	Bed Day	65	\$137.65	\$137.65	\$137.65
Licensed Facilities* - Level I clients w/o benefits	Bed Day	65				\$177.81	\$177.81	\$177.81			
Licensed Facilities* - Level II clients w/o benefits	Bed Day	65				\$155.16	\$155.16	\$155.16			
RCFE Patch rate-clients w/benefits	Bed Day	65				\$200.00	\$200.00	\$200.00			
RCFE Patch rate-clients w/o benefits	Bed Day	65				\$240.16	\$240.16	\$240.16			
Unlicensed Facilities** - clients w/benefits	Bed Day	65				\$40.00	\$40.00	\$40.00			
Unlicensed Facilities** - clients w/o benefits	Bed Day	65				\$71.00	\$71.00	\$71.00			
Enhanced Support and Supervision ***	Per Hour (15 min increments)	n/a				\$40.00	\$40.00	\$40.00			
Transportation	Per Hour (15 min increments = \$7.50 per mile)	n/a				\$50.00	\$50.00	\$50.00			

*Licensed facilities include Nueva Vista, Cielo Vista, Nueva Vista Sacramento, Vista de Robles and other Adult Residential Facilities opened by Contractor during the term of this agreement.
 **Unlicensed facilities include Tres Vista Supported Accommodations and Independent Living
 ***Enhanced Support and Supervision and Client transportation require prior County QCM Authorization

	PROGRAM				TOTAL
	20-21 Psynergy programs	21-22 Psynergy programs	22-23 Psynergy programs		
GROSS COST:	\$ 1,750,000	\$ 1,000,000	\$ 1,000,000		\$3,750,000
LESS REVENUES COLLECTED BY CONTRACTOR:					
PATIENT FEES					\$ -
CONTRIBUTIONS					\$ -
OTHER (LIST):					\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$0
MAXIMUM CONTRACT AMOUNT PAYABLE FY 20-21:	\$ 1,750,000	\$ -	\$ -	\$ -	\$ 1,750,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 21-22:	\$ -	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000
MAXIMUM CONTRACT AMOUNT PAYABLE FY 22-23:	\$ -	\$ -	\$ 1,000,000	\$ -	\$ 1,000,000

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)					
MEDICAL (3)	\$ 787,500	\$ 450,000	\$ 450,000		\$ 1,687,500
NON-MEDICAL	\$ 875,000	\$ 500,000	\$ 500,000		\$ 1,875,000
SUBSIDY	\$ 87,500	\$ 50,000	\$ 50,000		\$ 187,500
OTHER (LIST):					\$ -
TOTAL (SOURCES OF FUNDING)	\$ 1,750,000	\$ 1,000,000	\$ 1,000,000	\$ -	\$ 3,750,000

- (1) MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waived Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waived Mental Health clinician.
- (2) The Director may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (3) MHSA funding may be offset by additional Medi-Cal funding.
- (4) In special situations, the daily rate may be adjusted by the Director and/or his designee to accommodate clients with acute needs, additional monitoring, board and care funding requirements, or medical complexity. Rate changes must be pre-authorized by Behavioral Wellness.

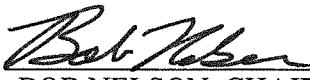
V. All other terms shall remain in full force and effect.

SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA:

By: 
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: 5/4/2021

ATTEST:

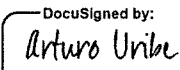
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk

Date: 5-4-21

CONTRACTOR:

PSYNERGY PROGRAMS, INC.

By: 
Authorized Representative

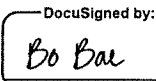
Name: Arturo Uribe

Title: President

Date: 4/19/2021

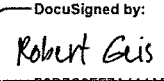
APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: 
Deputy County Counsel

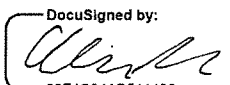
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

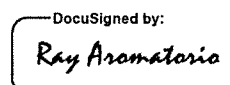
RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: 
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager

III. Delete Exhibit B-1 MHS (Schedule of Rates and Contract Maximum) FY 20-23 and replace with the following:

EXHIBIT B-1

**SCHEDULE OF RATES AND CONTRACT MAXIMUM: MHS
(Applicable to program described in Exhibit A-2)**

CONTRACTOR NAME: Sylmar Health and Rehabilitation Center **FISCAL YEAR:** 2020-21, 2021-22, 2022-23

Facility	Program	Maximum Daily Rate*
Sylmar	Basic IMD/STP	\$184.28
	Augmented/ Dual-Diagnosis	\$26.84
	Subacute	\$86.40
	One on One (1:1) Monitoring	\$360.00
	Bed Hold	(\$8.35)
Maximum Contract Amount FY 20-21		\$850,000
Maximum Contract Amount FY 21-22		\$500,000
Maximum Contract Amount FY 22-23		\$500,000
Total Contract Maximum for July 1, 2020 to June 30, 2023		\$1,850,000

*Or as otherwise published by the State Department of Healthcare Services. Upon notification of updated rates from DHCS, Contractor shall notify County of the new rates and its intent to adopt the new rates.

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

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