



**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:** June 18, 2024  
**Placement:** Administrative  
**Estimated Time:** N/A  
**Continued Item:** No  
**If Yes, date from:**  
**Vote Required:** Majority

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**TO:** Board of Supervisors  
**FROM:** Department Antonette Navarro, LMFT, Director  
Behavioral Wellness, (805) 681-5220  
Contact Info: Jamie Huthsing, LMFT, Interim Assistant Director of Compliance  
and Quality Care Management, (805) 681-5220  
**SUBJECT:** California Department of Health Care Services First Amendment to the FY 22–  
27 County Mental Health Plan Agreement (No. 22-20133 A01)

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**County Counsel Concurrence**

As to form: Yes

Other Concurrence: Risk Concurrence

As to form: Yes

**Auditor-Controller Concurrence**

As to form: Yes

**Recommended Actions:**

- a) Approve, ratify, and authorize the Director of the Department of Behavioral Wellness or designee to execute a First Amendment to the County Mental Health Plan (MHP) Agreement (No. 22-20133 A01), as well as the associated certifications, with the **California Department of Health Care Services (DHCS)** to revise the contract terms and conditions in compliance with State and federal requirements, for the continued provision of specialty mental health services by County to eligible Medi-Cal members/beneficiaries with no change to the \$0 contract amount and the contract term of July 1, 2022, through June 30, 2027; and
- b) Determine that the above action is a government funding mechanism or other government fiscal activity that does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment and is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

**Summary Text:**

The Department of Behavioral Wellness (BWell) is requesting approval by the Board of Supervisors of the recommended action authorizing the Director of BWell or her designee to sign the First Amendment to the County Mental Health Plan (MHP) Agreement No. 22-20133 A01 with the California Department of Health Care Services (DHCS). BWell serves as the County’s Mental Health Plan (MHP), providing

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medically necessary specialty mental health services to residents who are Medi-Cal beneficiaries. DHCS issues MHP contracts to each county in order to participate in the Medi-Cal program to receive Federal Financial Participation (FFP) to offset the costs of delivering mandated specialty mental health care services.

On August 3, 2022, DHCS provided a new retroactive MHP Agreement No. 22-20133 with a start date of July 1, 2022 through June 30, 2027. On September 20, 2022, the Board of Supervisors authorized the BWell Director to sign the MHP agreement as required by DHCS and the federal Centers for Medicare and Medicaid Services (CMS). The purpose of the first amendment is to revise the County MHP Agreement Exhibits A (scope of work), B (budget and payment provisions), and E (additional provisions). The amendment makes no changes to the contract term of July 1, 2022, to June 30, 2027, or the \$0 contract amount.

**Background:**

On September 20, 2022, the County renewed the MHP Agreement, No 22-20133 with DHCS in accordance with the Welfare and Institutions (W & I) Code § 14680 through §14727. W & I Code § 14712 directs DHCS to implement and administer Managed Mental Health Care for Medi-Cal-eligible residents of this state through contracts with mental health plans. DHCS issues MHP contracts to each county for the provision of Medi-Cal specialty mental health services. Per the current MHP Agreement with the County of Santa Barbara, for the period of July 1, 2022, through June 30, 2027, the County of Santa Barbara agrees to operate the MHP for Santa Barbara County and will receive Federal Financial Participation (FFP) to offset the costs of delivering mandated specialty mental health care services. Santa Barbara County is required to provide or arrange for specialty mental health services to all eligible Medi-Cal members of Santa Barbara County.

The County MHP Agreement specifies the terms and conditions under which counties provide medically necessary specialty mental health services to Medi-Cal beneficiaries through county-operated and contracted programs (Covered Services). Covered Services include inpatient psychiatric hospital services, therapeutic behavioral services, day treatment/day rehabilitation, and an array of outpatient services such as crisis intervention, therapy, rehabilitation services, and case management. The contract also specifies requirements of the Medi-Cal program pertaining to quality care management and standards regarding electronic exchange of protected health information.

The proposed first Amendment, edits the following sections:

Exhibit A – Scope of Work – Changing the term “beneficiaries” to “members” throughout the document in all Attachments.

Exhibit A – Attachment 1 - Organization and Administration - Changing the term “beneficiaries” to “members”.

Exhibit A – Attachment 2 - Scope of Services – Adding Community-Based Mobile Crisis Intervention Services (BHIN 23-025); Adding to day treatment and rehabilitation services, assessment, treatment planning, therapy, and psychosocial rehabilitation available through telehealth or telephone; Removing specific services of Therapeutic milieu, Process Groups, Skill Building Groups, Adjunctive therapies, Psychotherapy, Mental Health Crisis Protocol, and Detailed Weekly Schedules.

Exhibit A – Attachment 3 - Financial Requirements – Adding reference to DHCS Payment for Indian Health Care Providers (IHCP) (BHIN 22-020 and any other subsequent notices), Instructions

for IHCP to submit claims with claiming requirements and codes; Adjusting description of Prohibited Payments; Eliminating Cost Reporting.

Exhibit A – Attachment 4 - Management Information Systems – Adding Interoperability Rule Patient Access Application Programming Interface in compliance with BHIN 22-068 and outlining requirements to ensure accessibility and public-facing digital endpoint on Contractor’s website; and adding 274 provider Network Data Reporting requirements.

Exhibit A – Attachment 5 - Quality Improvement System - As in Scope of Work, “Members replaces “Beneficiaries.”

Exhibit A – Attachment 6 - Utilization Management Program System - As in Scope of Work, “Members replaces “Beneficiaries.”

Exhibit A – Attachment 7 - Access and Availability of Services - Updates Out-of-Network definition and makes available telehealth or transportation to ensure services rendered by out-of-network providers are approved and comply with access standards; Redefines Foster Children Placed Out-of-County requirements and accessibility; Adds American Indian/Alaskan Native provision for services whether or not the IHCP has current contract with county.

Exhibit A – Attachment 8 - Provider Network - Adds definitions for Timely Access to care and without waitlists consideration; defining timeliness for appointments for urgent care and nonurgent appointments; corrective action requirement if network provider fails to comply.

Exhibit A – Attachment 9 - Documentation Requirements – Updates guidance to BHIN 23-068.

Exhibit A – Attachment 10 - Coordination and Continuity of Care - As in Scope of Work, “Members replaces “Beneficiaries.” Exhibit A – Attachment 11 - Information Requirements – Adds language and format requirements for nondiscrimination, language assistance, and information access for Individuals with Limited English Proficiency and/or Disability; Adds Nondiscrimination Notice; Adds Language Assistance Taglines; Adds Effective Communication with Individuals with Disabilities; Removes prior written materials instructions, nondiscrimination notices and taglines; Adds requirement to maintain publicly accessible standards-based Provider Directory including names of groups, hours and days when services location open.

Exhibit A – Attachment 12 - Member Problem Resolution – Adds requirement that contractor must continue to provide disputed services to members while appeal and hearing are pending with specific conditions and further instructions how to address disputes and members liability; adds Grievance in accordance with BHIN 22-036.

Exhibit A – Attachment 13 - Program Integrity – Adds option for Periodic Audits, including frequency and compliance requirements.

Exhibit A – Attachment 14 - Reporting Requirements - As in Scope of Work, “Members replaces “Beneficiaries.”

Exhibit A – Attachment 15 - Peer Support Services - As in Scope of Work, “Members replaces “Beneficiaries.”

Exhibit B - Budget Details and Payment Provision - Edits requirements for Medical Assistance Payment Provisions and Welfare & Institution Code section 14184.403; changes audit offset of overpayment and delegated authority to sign for and report to Mental Health Director; Edits Payment Claim Adjudication Process.

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Exhibit E – Additional Provisions – Adds Provisions of State and Federal law governing this contract.

Exhibit E – Attachment 1- Definitions - adds definitions about American Indian/Alaska Native, assessment, member, Indian Health Service facilities, peer support specialist, psychosocial rehabilitation, referral and linkages, significant change, therapy treatment planning, tribal 638 providers, urban Indian organizations.

Exhibit E – Attachment 2 - Service Definitions – Updates Service Definitions in all areas of care and removes some previously used terms.

Approval of the recommended action will allow for the continued provision of medically necessary specialty mental health services to Medi-Cal members/beneficiaries of Santa Barbara County.

**Fiscal and Facilities Impacts:**

Budgeted: Yes

**Fiscal Analysis:**

Narrative: Although the County MHP Agreement is a zero-dollar contract, the associated revenues from acting as a County MHP are budgeted, and DHCS will process and pay claims pursuant to the agreement.

**Key Contract Risks:**

As with any contract funded by State and federal sources, there is a risk of future audit disallowances and repayments. BWell includes language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County; however, approximately 70% of annual Federal Financial Participation (FFP) is generated by services at county clinics, and 30% from contracted service providers.

**Special Instructions:**

Please email one (1) copy of the Minute Order to M. Simon-Gersuk at [msimongersuk@sbcbswell.org](mailto:msimongersuk@sbcbswell.org) and one (1) copy to the BWell Contracts Division at [bwelcontractsstaff@sbcbswell.org](mailto:bwelcontractsstaff@sbcbswell.org).

**Attachments:**

Attachment A: DHCS FY 22-27 County MHP Agreement # 22-20133 A01 First Amendment STD 213A and Continuation Page, Exhibit A, B, and E, and CCC

Attachment B: DHCS FY 22-27 County MHP Agreement # 22-20133 executed

**Authored by:**

M. Simon-Gersuk