

ATTACHMENT A

Merakey DMC-ODS FY 21-24 Board Contract First Amendment

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

BETWEEN

COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND

MERAKEY ALLOS

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 #21-022, (hereafter First Amendment to the Agreement) is made by and between the County of Santa Barbara (County or Department) and **Merakey Allos** (Contractor) for the continued provision of 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 retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, on June 22, 2021, the County of Santa Barbara Board of Supervisors (Board) authorized the County to enter into an Agreement for Services of Independent Contractor, referred to as BC #21-022, for the provision of adult mental health services for a total maximum contract amount not to exceed \$5,706,000, inclusive of \$1,902,000 per fiscal year, for the period of July 1, 2021, through June 30, 2024, (Agreement); and

WHEREAS, on April 16, 2024, the Department of Behavioral Wellness (Behavioral Wellness) issued a Notice of Intent to Terminate Agreement BC # 21-022 and any amendments thereto (Termination Notice) for convenience with a termination effective date of May 16, 2024, subject to Board-approval; and

WHEREAS, termination of the Agreement and any amendments thereto is necessary because of Contractor's staffing-related challenges including the recent loss of key clinical staff; and

WHEREAS, the Termination Notice provided that Behavioral Wellness would seek to increase the original Agreement amount by \$30,700 to cover Merakey's operating costs including those required to ensure the orderly transition of clients to a new service provider and eliminate the interruption of services to clients; and

WHEREAS, the County and Contractor wish to execute a First Amendment to the Agreement to increase the FY 23-24 amount by \$30,700 for a new total contract maximum amount not to exceed **\$5,736,700**, inclusive of \$1,902,000 for FY 21-22, \$1,902,000 for FY 22-23, and \$1,932,700 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. 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 **\$5,736,700**, inclusive of \$1,902,000 for FY 21-22, \$1,902,000 for FY 22-23, and \$1,932,700 for FY 23-24, in Mental Health funding and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MHS and shall be subject to the provisions in Section I (Payment for Services) of this Exhibit B MHS. 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 Exhibit B-1 – MHS (Schedule of Rates and Contract Maximum FY 2021-2024)
and replace with the following:**

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SEE EXHIBIT B-1s ON THE FOLLOWING PAGES

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

CONTRACTOR NAME:

Merakey Allos

**FISCAL 2021-2022;
YEAR: 2022-2023**

Contracted Services(1)	Service Type	Mode	Service Description	Unit of Service	Service Function Code	FY 21-22 County Maximum Allowable Rate (4)	FY 22-23 County Maximum Allowable Rate (4)
Medi-Cal Billable Services	Outpatient Services	15	Targeted Case Management	Minutes	01	\$2.64	\$2.69
			Collateral	Minutes	10	\$3.41	\$3.47
			*MHS- Assessment	Minutes	30	\$3.41	\$3.47
			MHS - Plan Development	Minutes	31	\$3.41	\$3.47
			*MHS- Therapy (Family, Individual)	Minutes	11, 40	\$3.41	\$3.47
			MHS - Rehab (Individual, Group)	Minutes	41, 51	\$3.41	\$3.47
			Medication Support and Training	Minutes	61, 62	\$6.29	\$6.42
			Crisis Intervention	Minutes	70	\$5.06	\$5.17
Non - Medi-Cal Billable Services	Support Services	60	Client Housing Support	N/A	70	Actual Cost	Actual Cost
			Client Flexible Support	N/A	72	Actual Cost	Actual Cost
			Other Non Medi-Cal Client	N/A	78	Actual Cost	Actual Cost

	PROGRAM						
	Lompoc ACT						TOTAL
GROSS COST:	\$ 1,902,000						\$0
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES							\$ -
CONTRIBUTIONS							\$ -
Other (LIST): Sales							\$ -
OTHER (LIST): Foundations and Trusts							\$ -
TOTAL CONTRACTOR REVENUES	\$ -						\$0
MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE:	\$ 1,902,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2)							
MEDI-CAL (3)	\$ 1,711,800						\$ 1,711,800
NON-MEDI-CAL							\$ -
SUBSIDY	\$ 190,200						\$ 190,200
OTHER (LIST):							\$ -
MAXIMUM 21-22 CONTRACT AMOUNT PAYABLE:	\$ 1,902,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,902,000
MAXIMUM 22-23 CONTRACT AMOUNT PAYABLE:	\$ 1,902,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,902,000
TOTAL CONTRACT AMOUNT PAYABLE 21-23:	\$ 3,804,000						\$ 3,804,000

CONTRACTOR SIGNATURE:

DocuSigned by:
Tinnesia Snyder
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I by:

Christie Boyer

FISCAL SERVICES SIGNATURE:

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- (1) Additional services may be provided if authorized by Director or designee in writing.
 - (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 increase or remove 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.

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

CONTRACTOR NAME:

Merakey Allos

FISCAL YEAR:

**July 1, 2023-
June 30, 2024**

Contracted Service	Service Type	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	\$ 1,739,430
		\$ 1,739,430

Contracted Service	Service Type	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	\$ 193,270
		\$ 193,270

\$1,932,700

Contract Maximum by Program & Estimated Funding Sources			Total
Funding Sources (2)	PROGRAM(S)		
		Lompoc ACT	
MEDI-CAL (3)	\$ 1,739,430		\$ 1,739,430
SUBSIDY	\$ 193,270		\$ 193,270
TOTAL CONTRACT PAYABLE FY 23-24	1,932,700	\$ -	\$ 1,932,700

CONTRACTOR SIGNATURE:

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Tinnesia Snyder
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FISCAL SERVICES SIGNATURE:

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

(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. 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 Funds and SB 163.

(4) A Contract Termination Effective Date of May 16, 2024 was approved by the Board of Supervisors on May 7, 2024.

III. Delete Exhibit B-2 (Entity Budget by Program FY 2021-2024) and replace with the following:

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SEE EXHIBIT B-2s ON THE FOLLOWING PAGES

AGENCY NAME: MERAKEY ALLOS
 COUNTY FISCAL YEAR: 2021-2023

	COLUMN #	1	2	3
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Lompoc ACT
1	Contributions		\$ -	\$ -
2	Foundations/Trusts		\$ -	\$ -
3	Miscellaneous Revenue		\$ -	\$ -
4	Behavioral Wellness Funding		\$ 1,902,000	\$ 1,902,000
5	Other Government Funding		\$ -	\$ -
6	Total Other Revenue		\$ 1,902,000	\$ 1,902,000
	I.B Client and Third Party Revenues:			
7	Client Fees		\$ -	\$ -
8	SSI		\$ -	\$ -
9	Other (specify)		\$ -	\$ -
10	Total Client and Third Party Revenues (Sum of lines 19		\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ 1,902,000	\$ 1,902,000
	III. DIRECT COSTS		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Lompoc ACT
	III.A. Salaries and Benefits Object Level			
12	Salaries (Complete Staffing Schedule)		\$ 1,059,180	\$ 1,059,180
13	Payroll Taxes		\$ 81,027	\$ 81,027
14	Employee Benefits		\$ 249,513	\$ 249,513
15	Salaries and Benefits Subtotal		\$ 1,389,720	\$ 1,389,720
	III.B Services and Supplies Object Level			
16	Staff Development		\$ 39,655	\$ 39,655
17	Purchased Personnel - Audit Fees		\$ 1,020	\$ 1,020
18	Purchased Personnel - Direct Charged QCO		\$ 14,395	\$ 14,395
19	Purchased Provider - Translator Services		\$ 3,200	\$ 3,200
20	Occupancy		\$ 115,250	\$ 115,250
21	Equipment		\$ 5,640	\$ 5,640
22	PC Leases		\$ 4,920	\$ 4,920
23	Communications		\$ 17,160	\$ 17,160
24	Supplies		\$ 5,200	\$ 5,200
25	Staff Travel		\$ 28,830	\$ 28,830
26	Liability Insurance		\$ 28,425	\$ 28,425
27	Recruiting/Advertising		\$ 500	\$ 500
28	Services and Supplies Subtotal		\$ 264,195	\$ 264,195
	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)			
29			\$ -	\$ -
30	SUBTOTAL DIRECT COSTS		\$ 1,653,915	\$ 1,653,915
	IV. INDIRECT COSTS			
31	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 248,085	\$ 248,085
32	GROSS DIRECT AND INDIRECT COSTS		\$ 1,902,000	\$ 1,902,000

AGENCY NAME:		<u>MERAKEY ALLOS</u>		
COUNTY FISCAL YEAR:		July 1, 2023- June 30, 2024		
	COLUMN #	1	2	3
	I. REVENUE SOURCES:		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Lompoc ACT
1	Contributions		\$ -	\$ -
2	Foundations/Trusts		\$ -	\$ -
3	Miscellaneous Revenue		\$ -	\$ -
4	Behavioral Wellness Funding		\$ 1,932,700	\$ 1,932,700
5	Other Government Funding		\$ -	\$ -
6	Total Other Revenue		\$ 1,932,700	\$ 1,932,700
	I.B Client and Third Party Revenues:			
7	Client Fees		\$ -	\$ -
8	SSI		\$ -	\$ -
9	Other (specify)		\$ -	\$ -
10	Total Client and Third Party Revenues (Sum of lines		\$ -	\$ -
11	GROSS PROGRAM REVENUE BUDGET		\$ 1,932,700	\$ 1,932,700
	III. DIRECT COSTS		COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Lompoc ACT
	III.A. Salaries and Benefits Object Level			
12	Salaries (Complete Staffing Schedule)		\$ 652,679	\$ 652,679
13	Payroll Taxes		\$ 52,063	\$ 52,063
14	Employee Benefits		\$ 98,318	\$ 98,318
15	Salaries and Benefits Subtotal		\$ 803,060	\$ 803,060
	III.B Services and Supplies Object Level			
16	Other Personnel Expenses		\$ 8,336	\$ 8,336
17	Professional Services		\$ 92,234	\$ 92,234
18	Purchased Provider - Translator Services		\$ -	\$ -
19	RN/Psychiatrist/LVN/Licensed Therapist		\$ 619,928	\$ 619,928
20	Occupancy		\$ 77,634	\$ 77,634
21	Asset leases, purchases, and maintenance		\$ 14,650	\$ 14,650
22	Technologies svs agreement		\$ 5,038	\$ 5,038
23	Telecommunications		\$ 12,920	\$ 12,920
24	Supplies		\$ 7,659	\$ 7,659
25	Travel and Transportation		\$ 26,178	\$ 26,178
26	Insurance		\$ 32,132	\$ 32,132
27	Miscellaneous		\$ 2,641	\$ 2,641
28	Services and Supplies Subtotal		\$ 899,350	\$ 899,350
	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)			
29			\$ -	\$ -
30	SUBTOTAL DIRECT COSTS		\$ 1,702,410	\$ 1,702,410
	IV. INDIRECT COSTS			
31	Administrative Indirect Costs (Reimbursement limited		\$ 230,290	\$ 230,290
32	GROSS DIRECT AND INDIRECT COSTS		\$ 1,932,700	\$ 1,932,700

- IV. Effectiveness.** The terms and provisions set forth in this First Amendment to the 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 this First Amendment to the 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.
- V. Execution of Counterparts.** This First Amendment to the Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Merakey Allos**

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

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Merakey Allos

DocuSigned by:
Tinnesia Snyder
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By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:
Bo Bae
CAFC05445C0F408...

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

DocuSigned by:
Betsy Schaffer
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By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

DocuSigned by:
Toni Navarro
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By: _____
Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

DocuSigned by:
Greg Milligan
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By: _____
Risk Manager