



BOARD OF SUPERVISORS **Agenda Number:**
AGENDA LETTER

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

Department Name: County Executive
Office and
Behavioral Wellness
Department No.: 012 & 043
For Agenda Of: January 25, 2022
Placement: Administrative
Estimated Time:
Continued Item: No
If Yes, date from:
Vote Required: 4/5

TO: Board of Supervisors
FROM: Department Mona Miyasato, County Executive Officer
Director(s) Antonette Navarro, LMFT, Director, Department of Behavioral
 Wellness (805) 681-5220
Contact Info: Chris Ribeiro, Chief Financial Officer, Department of Behavioral
 Wellness (805) 681-5220
SUBJECT: **Behavioral Wellness – First Amendment to the Coronavirus Emergency
Supplemental Funding Program Grant Agreement (No. 122-20), Fiscal Year
2020–2023**

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 County Executive Officer, or designee, to execute on behalf of the County the First Amendment to the **Coronavirus Emergency Supplemental Funding (CESF) Program Grant Agreement (No. 122-20)** with the Board of State and Community Corrections (BSCC) for a one-time, no-cost extension of the Grant Agreement for an additional year with no change to the grant award of \$571,122.87 for the period of March 31, 2021, through January 31, 2023 (Attachment A);
- B. Direct the Director of the Department of Behavioral Wellness to return to the Board if subsequent amendments to the CESF Grant Agreement are required;
- C. Delegate authority to the Director of the Department of Behavioral Wellness, or designee, to act on behalf of the County in the implementation of the CESF Program, subject to the Board's ability to modify or rescind this delegated authority at any time;

- D. Approve a Budget Revision Request (BRR #0008014) for FY 21-22 to increase appropriations of \$380,748 in the Behavioral Wellness Mental Health Services Fund for Salaries and Employee Benefits (\$100,645) and Services and Supplies (\$280,103), funded by unanticipated, unspent FY 20-21 revenue from the CESF grant award (Attachment B); and
- E. Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which 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:

The above-referenced First Amended CESF Grant Agreement is on the agenda to request the Board's approval for the County Executive Officer, or designee, to execute on behalf of the County a one-time, no-cost extension of the Grant Agreement for an additional year with no change to the grant award of \$571,122.87 for the period of March 31, 2021 through January 31, 2023. It is also on the agenda to request approval of the Budget Revision Request (BRR #0008014) to increase appropriations of \$380,748 in the Behavioral Wellness Mental Health Services Fund for Salaries and Employee Benefits (\$100,645) and Services and Supplies (\$280,103) funded by unanticipated unspent revenue from FY 20-21 of the California Board of State and Community Corrections through the Coronavirus Emergency Supplemental Funding (CESF) Program.

Background:

The Board approved the BSCC CESF Program Grant Agreement (No. 122-20) on April 20, 2021. The grant funding term was March 31, 2021 to January 31, 2022. Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the COVID-19 pandemic with a focus on meeting CESF re-entry needs. Counties must distribute at least 20% of the CESF funds to nongovernmental, community-based organizations providing services within the County and affected by the pandemic.

BWell contracted with Good Samaritan to implement the CESF Program and ensure that individuals who are eligible for Behavioral Wellness services are expeditiously connected with behavioral and housing services upon release from incarceration. BWell designed the Santa Barbara County Community Re-Entry Support Team (CREST) project to meet the unique needs of individuals involved in the justice system and support existing, effective diversion activities while decreasing the risk of COVID-19 exposure for clients, healthcare and justice system providers, and the community.

BSCC has opted to provide a 12-month, one-time, no-cost extension for the CESF grant award due to unanticipated challenges that arose as a result of the pandemic. In addition, the amendment updates the reporting requirements by replacing the prior schedule with an extended timeline and amends the Budget details and Payment provision. There is no change to the contract amount, and all other terms and conditions remain the same. To fulfill grant award Program requirements, BWell will return to the Board for approval of an amendment to the Good Samaritan Agreement to extend the agreement for continued CESF services.

Performance Measure: Grant award recipients are required to submit progress reports to the BSCC. Progress reports are a critical element in BSCC's monitoring and oversight process. Goals for the program are:

1. Provide Navigation services for soon-to-be-released inmates to connect them with Behavioral Wellness, Probation, Public defender, housing, and other community services.
2. Provide inmates with Discharge Planning to identify resources they may need prior to being released.

3. Transport clients from jail to the appropriate designated service sites, including Behavioral Wellness treatment facilities, Probation, Public defender, housing resources, and/or other services as needed.

Performance Outcomes:

To date, CESF-funded services have been provided for individuals within the County Jail in Santa Barbara. Eligible clients are connected with BWell mental health, substance use, and housing resources and are provided with safe transportation to attend BWell appointments and other meetings necessary to secure services and remain in compliance with the justice diversion program. The delay in opening the County Jail in Santa Maria has allowed BWell and Good Samaritan, our program partner, to assess program activities and make necessary adjustments, allowing us to be well-positioned to provide services in Santa Maria.

Fiscal and Facilities Impacts:

Budgeted: Budget Revision #0008014 is requested for approval to establish FY 21-22 funding. Although the Grant Agreement extends to FY 22-23, BWell intends to use the remaining funds in FY 21-22. However, BWell will return to the Board if unspent funds remain at the end of FY 21-22 to obtain Board approval to carry the funds forward into FY 22-23, or BWell will add the funds to the FY 22-23 proposed budget, which is contingent on Board approval.

Fiscal Analysis:

Funding Sources	FY 20-21 Cost:	FY 21-22 Cost:	FY 22-23 Cost:
General Fund			
State			
Federal			
Fees			
Other: CESF Grant	\$ 190,374.83	\$ 380,748.00	\$ -
Total	\$ 190,374.83	\$ 380,748.00	\$ -
Grand Total			\$ 571,122.83

Narrative: This Board letter seeks authorization for the County Executive Officer to sign the First Amended CESF Grant Agreement with no change to the contract amount of \$571,122.873for the period of 3/31/2021 through 1/31/2023. Existing BWell staff have been assigned to this grant, and CREDO47 buildings will continue to be used, resulting in no fiscal and facilities impacts.

Staffing Impacts:

1. Health Care Coordinator: 1.0 FTE - \$129,649.56
2. Sheriff Deputy overtime: 736 hours at \$100/hour - \$73,600.00
3. Program Manager: 0.05 FTE - \$7,969.03

Key Contract Risks:

The CESF Grant Agreement includes a budget contingency clause that absolves BSCC from liability to pay funds or other consideration under the Grant Agreement if funds are not budgeted for the program, in which case the County may cease providing services under the Grant Agreement, and the Grant Agreement shall no longer be in full force and effect. Payment provisions state that any unspent funds remaining at the end of the agreement term must be returned to the BSCC within 30 days of the end of the Grant Agreement. The Grant Agreement imposes procedural and reporting requirements implemented by BWell that could be subject to audit by the State in the future. The Grant Agreement imposes indemnity obligations to the State as well.

Special Instructions:

Please return one (1) Minute Order to Denise Morales at dmorales@sbcbswell.org and to bwellcontractsstaff@co.santa-barbara.ca.us.

Attachments:

Attachment A: BSCC FY 20-23 CESF Grant Agreement (No. 122-20 AM1)

Attachment B: Budget Revision Request #0008014

Attachment C: BSCC FY 20-22 CESF Grant Agreement (No. 122-20)

Authored by:

D. Morales