



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: August 16, 2022
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) Behavioral Wellness, (805) 681-5220
Contact Info: John Doyel, MA, LAADC, Division Chief, Alcohol and Drug
Programs, Department of Behavioral Wellness, (805) 681-5220
SUBJECT: Behavioral Wellness – Second Amendment to the Council on Alcoholism and Drug Abuse Drug Medi-Cal Organized Delivery System and Mental Health Services Act Agreement for Fiscal Year (FY) 2021-2024 and the First Amendment to the Driving Under the Influence & Penal Code 1000 Drug Diversion Revenue Agreement for FY 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, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with **Council on Alcoholism and Drug Abuse (CADA)** (BC 21-013), a California nonprofit (a local vendor), to update language for compliance with county, state, and federal requirements; add an additional Medi-Cal-certified facility to provide Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Services and Intensive Outpatient Services; and add **\$1,165,046** in Alcohol and Drug Program (ADP) funding for total Maximum Agreement Amount not to exceed **\$7,855,912**, consisting of \$7,528,966 in ADP funding with \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and \$326,946 in Mental Health Services (MHS) funding with \$108,982 per fiscal year, for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds (Attachment A);
- B. Approve, ratify, and authorize the Chair to execute a First Amendment to the Driving Under the Influence (DUI) and Penal Code 1000 Drug Diversion (PC 1000) Revenue Agreement with Independent Contractor, **Council on Alcoholism and Drug Abuse (CADA)**, a California nonprofit (a local vendor), to update language for compliance with county, state, and federal

requirements and update DUI program rates, effective July 1, 2022, as approved by the Department of Health Care Services (DHCS), with a projected revenue of \$9,000 per year for the period of July 1, 2020 through June 30, 2023 (Attachment B);

- C. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Services Agreement (BC 21-013) per Section 26 of the Services Agreement; authorize additional services per Exhibit A-7 of the Services Agreement; amend program staffing requirements per Exhibit A-7 of the Services Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Services Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Services Agreement; approve use of the County Maximum Allowable rate be waived for settlement purposes in the year-end cost settlement per Exhibit B MHS of the Services Agreement; and amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Services Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Services Agreement, subject to the Board's ability to rescind this delegated authority at any time;
- D. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board's ability to rescind this delegated authority at any time; and
- E. Determine that the above recommended 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 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 contracts are on the agenda to request the Board of Supervisors (Board) to approve and authorize the Chair to execute the Second Amendment to the Services Agreement (BC 21-013) with CADA to update language for compliance with county, state, and federal requirements; add an additional Medi-Cal certified facility to provide DMC-ODS Outpatient Services and Intensive Outpatient Services ; and add \$1,165,046 in ADP funds for total Maximum Agreement Amount not to exceed \$7,855,912, consisting of \$7,528,966 in ADP funding with \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and \$326,946 in MHS funding with \$108,982 per fiscal year, for the period of July 1, 2021 through June 30, 2024. Also, the Department of Behavioral Wellness (BWell) requests the Board to approve and authorize the Chair to execute a First Amendment to the DUI/PC1000 Revenue Agreement with CADA to update language for compliance with county, state, and federal requirements and update DUI program rates, effective July 1, 2022, as approved by DHCS, with a projected revenue of \$9,000 per year for the period of July 1, 2020 through June 30, 2023.

In addition, BWell is requesting delegation to the Director of BeWell or designee of the authority to make immaterial changes to the Services Agreement per Section 26 of the Services Agreement; authorize additional services per Exhibit A-7 of the Services Agreement; amend program staffing requirements per Exhibit A-7 of the Services Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Services Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Services Agreement; approve use of the County Maximum Allowable rate be waived for settlement purposes in the year-end cost settlement per Exhibit B MHS of the Services Agreement; amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Services Agreement, all without altering the Maximum Contract Amount and without requiring a formal amendment to the

Services Agreement, subject to the Board's ability to rescind this delegated authority at any time. Finally, BeWell seeks delegated authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board's ability to rescind this delegated authority at any time.

Background:

BC 21-013 Services Agreement:

BWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, in part, through contracted providers, including Community-Based Organizations (CBOs) under the DHCS DMC-ODS Intergovernmental Agreement No. 21-10034, approved by the Board in October 2021. On June 15, 2021, the Board approved an agreement with CADA for the provision of substance use disorder services under the DHCS DMC-ODS and Mental Health Services Act.

CADA has recently certified its site in Lompoc to provide Outpatient Services and Intensive Outpatient Services. Among other things, this Second Amendment will update Exhibit A-2 ADP Statement of Work to add this location and expand access to services for adults with substance abuse disorders. This Second Amendment to the Services Agreement will provide additional capacity to the ADP DMC-ODS system of care.

DUI Programs:

Under Vehicle Code section 23103.5 subdivision (e) or (f), the court shall order defendants on probation for a conviction of driving under the influence to enroll in an alcohol and drug education program (DUI programs), licensed under Health & Safety Code section 11836. DUI programs serve to assist any California resident in restoring the resident's driving privileges following a conviction for driving under the influence. Clients required to enroll and complete a state-licensed DUI program are referred by the courts. DUI programs offered vary in level and are commensurate to the level of offense. Behavioral Wellness certifies DUI program providers and receives revenue for DUI program administration as the lead agency.

Behavioral Wellness' administrative role for DUI programs include:

- Review of any new application for licensure;
- Provision of liaison activities with the courts, County Probation Department, and DUI programs; and
- Development and monitoring to ensure that DUI program implementation is in compliance with regulations.

Behavioral Wellness receives a fee of \$30 per client enrolled in a DUI program. The annual anticipated revenue from the CADA DUI program is estimated to be \$6,000. The rate increase is due to DHCS increasing its overall fee to DUI providers. The 18-month DUI program rate to clients will increase by \$7. However, this rate increase will not result in an increase in revenue to the County. The rate increase to clients will offset the DHCS rate increase to DUI service providers. DHCS approved CADA's request for the rate increase on June 29, 2022, and the rate increase will be effective on July 1, 2022. This First Amendment to the Revenue Agreement will allow an increase to the fee per client enrolled in the program.

Performance Outcomes:

During the first three quarters of FY 2021-2022, CADA achieved the following:

1. Daniel Bryant Santa Barbara Youth Outpatient Treatment Program (Level 1.0): They served an average of 23 clients per quarter with an average of 7 discharges per quarter; 98% initiated treatment; 7% immediately dropped out of treatment; 88% were engaged in treatment; 75% were retained in treatment; and 50% successfully completed treatment.
2. Daniel Bryant–Santa Maria Youth Outpatient Treatment Program (Level 1.0): They served an average of 42 clients per quarter with an average of 18 discharges per quarter; 99% initiated treatment; 2% immediately dropped out of treatment; 91% were engaged in treatment; 66% were retained in treatment; and 43% successfully completed treatment.
3. Project Recovery–Santa Barbara–Adult Outpatient Treatment Program (Level 1.0): They served an average of 56 clients per quarter with an average of 25 discharges per quarter; 100% initiated treatment; 1% immediately dropped out of treatment; 96% engaged in treatment; 61% were retained in treatment; and 45% successfully completed treatment.
4. Project Recovery–Santa Barbara–Adult Outpatient Treatment Program (Level 2.1): There were no clients in Q1, 2 in Q2, and 8 in Q3 with 1 discharge in Q2 and 5 in Q3; 100% initiated treatment; no one dropped out of treatment; 100% were engaged in treatment; no clients were retained in treatment; and 2 successfully completed treatment.
5. Santa Barbara Adult Residential Treatment (Level 3.1): They served an average of 26 clients per quarter with an average of 19 discharges per quarter; 100% initiated treatment; 3% immediately dropped out of treatment; 99% were engaged in treatment; 59% were free of primary drug use at time of discharge; and 56% were transferred to treatment at a lower level of care within 14 days.
6. Santa Barbara Adult Residential Treatment–Withdrawal Management (Formerly Detoxification) (Level 3.2): They served an average of 10 clients per quarter with an average of 10 discharges per quarter; 10% immediately dropped out of treatment; 77% successfully completed treatment; 77% were free of primary drug use at time of discharge; 60% transferred to treatment at a lower level of care within 14 days; 100% were not re-admitted within 14 days; and 97% were not re-admitted within 30 days.
7. Santa Barbara Adult Residential Treatment (Level 3.5): This is a new program and the results given are for Q3 alone. They served two clients with one discharge; both initiated treatment; no one immediately dropped out of treatment; both clients engaged in treatment; the client who discharged was abstinent of primary drug use at time of discharge; and one client was transferred to treatment at a lower level of care within 14 days.
8. Perinatal: They reported 16 clients in Q1 with no clients reported in Q2 and Q3. They discharged 5 clients in Q1. No births or drug-free births were reported. One client was reported as successfully completing treatment.
9. Medication Assisted Treatment (MAT): Suboxone treatment was reported for 17 clients; Vivitrol for 0 clients; and “other MAT” for 13 clients.

10. **START Program:** They served an average of 10 clients per quarter with just one discharge for the three quarters reported on. There were no new, out-of-primary home placements; 100% were employed, enrolled in school or training, or volunteering; there were no incarcerations/juvenile hall or psychiatric inpatient admissions; 100% had stable/permanent housing; no one was discharged to a higher level of care; and one client was transferred to a lower level of care. They reported a positive change in one Child and Adolescent Needs and Strengths (CANS) Domain, and they completed 100% of Pediatric Symptom Checklist PSC's.
11. **Friday Night Live:** They reported one school-based chapter in North County with 24 unique members. In Q2, they had two adult advisors attend the Advisor Training and one in Q3. They held two school-based prevention campaigns, both in English and in North County. They reported three prevention projects: a Social Norms Campaign with a focus on preventing underage alcohol use; a Social Norms Campaign with a focus on preventing cannabis use; and a Red Ribbon Week Campaign with a prevention focus on Opioid-prescription drugs. They collected 170 Media Recall and Recognition Surveys during Q3. There were 11 meetings reported for Q1 and 4 unique members in the Youth Leadership Council Meetings. There were 6 members in Q2 and 7 members in Q3, but no meetings were reported for either Q2 or Q3.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	CADA BC 21-013 FY 21-22 Cost:	CADA FY 22-23 Cost:	CADA FY 23-24 Cost:
General Fund			
State	\$ 1,151,811	\$ 1,388,073	\$ 1,388,073
Federal	\$ 1,151,811	\$ 1,388,073	\$ 1,388,073
Fees			
Other:			
Total	\$ 2,303,622	\$ 2,776,145	\$ 2,776,145
Grand Total			\$ 7,855,912

<u>Funding Sources</u>	<u>Current FY 20-21 Revenue (Projected):</u>	<u>Current FY 21-22 Revenue (Projected):</u>	<u>Current FY 22-23 Revenue (Projected):</u>
General Fund			
State			
Federal			
Fees PC 1000	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Fees DUI	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Total	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00

Narrative: The above-referenced Services Agreement (BC 21-013) is funded by State and Federal funds. The funding sources are included in the FY 22-23 Adopted Budget. Funding for FY 23-24 is contingent upon Board approval. For the Revenue Agreement, the anticipated revenue has been included in the FY 22-23 Adopted Budget. Based on prior year revenue for the programs, BWell projects approximately \$6,000 per year from the DUI program provider, while the combined annual revenue from the PC 1000 programs is projected to be approximately \$3,000. Because the fees payable to Behavioral Wellness depend on the number of clients required to enroll in the PC 1000 and DUI programs, the actual revenue could be higher or lower than anticipated in any given year.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

With the Revenue Agreement, there is a risk that a provider may have fewer clients than anticipated, resulting in lower fees payable to Behavioral Wellness.

Special Instructions:

Please email one (1) complete, executed Second Amended Services Agreement and one (1) complete, executed First Amended Revenue Agreement and one (1) minute order to dmorales@sbcbswell.org and the BWell Contracts Team at bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: CADA FY 21-24 BC 21-013 AM2

Attachment B: CADA FY 20-23 DUI/PC1000 AM1

Attachment C: CADA FY 21-24 BC 21-013 AM1

Attachment D: CADA FY 21-24 BC 21-013

Attachment E: CADA FY 20-23 DUI/PC 1000

Authored by:

D. Morales