



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: December 8, 2020
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Alice Gleghorn, PhD, Director
Director(s) Behavioral Wellness, (805) 681-5220
Contact Info: Pam Fisher, PsyD, Deputy Director of Clinical Operations
Behavioral Wellness, (805) 681-5220
SUBJECT: Behavioral Wellness – First Amended Agreement PathPoint, FY 19-22

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve, ratify, and authorize the Chair to execute a **First Amendment** to the Agreement for Services of Independent Contractor with **PathPoint** (a local vendor) (**BC 19-251**) to update mental health language to the Agreement, Exhibit A-1 General Provisions, Exhibit A-2 Residential Support Services, Exhibit A-3 Supportive Community Services South (Paths to Recovery), and Exhibit A-4 Adult Housing Support; as well as update the Exhibit B Financial Provisions, the Exhibit B-1 Schedule of Rates and Contract Maximum, with no change to the overall contract amount of **\$7,153,716**, inclusive of \$2,384,572 per fiscal year for FYs 19-22;
- B. Delegate to the Director of the Department of Behavioral Wellness or her designee the authority to: amend the program goals, outcomes, and measures in Exhibit E of the Agreement; reallocate funds between funding sources during the term of the Agreement and in the year-end cost settlement at the Director's or designee's discretion without altering the Maximum Contract Amount; make immaterial changes to the Agreement; amend program staffing requirements for Exhibits A-2 Residential Support Services, A-3 Supportive Community Services South (Paths to Recovery), and A-4 Adult Housing Support of the Agreement; and modify and/or waive the CMA rate for Fiscal Years 2020-2021 and 2021-2022 at the Director's or designee's discretion without altering the Maximum Contract Amount; and all without requiring a formal amendment to the Agreement, subject to the Board of Supervisor's ability to rescind this delegated authority at any time; and

- C. 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.

Summary Text: The item is on the agenda to request an amendment to the PathPoint agreement to update Mental Health contract language for compliance with changes to State and Federal regulations and accordingly to changes to the BWell policies and procedures. Also, we are updating Exhibit B Financial Provisions for FY 19-20 and accordingly changing Exhibit B-1 Schedule of Rates and Contract Maximum. These updates will not change the Maximum Contract Amount of \$7,153,716 inclusive of \$2,384,572 per fiscal year for FYs 19-22.

In addition, we are also requesting that the Board delegate to the Director of the Department of Behavioral Wellness or her designee the authority to amend the program goals, outcomes, and measures in Exhibit E of the Agreement; reallocate funds between funding sources during the term of the Agreement and in the year-end cost settlement at the Director's or designee's discretion without altering the Maximum Contract Amount, make immaterial changes to the agreement; amend the staffing requirements of a particular program; and modify and/or waive the CMA rate for Fiscal Years 2020-2021 and 2021-2022; and all without requiring a formal amendment to the Agreement, subject to the Board of Supervisor's ability to rescind this delegated authority at any time.

Approval of these changes will allow BWell to adapt to the changing needs of clients, respond to the current national health pandemic, and comply with state and federal requirements.

Background:

Under FY 19-22 Board Contract (BC 19-251), approved by the Board June 2019, PathPoint provides mental health case management services through their Residential Support Services to residents of the El Carrillo, Artisan Court, and Bradley Studios apartments, located in Santa Barbara. In addition, Supportive Community Services provides treatment, rehabilitative services, and supportive services to clients with serious mental illness. It helps individuals obtain and keep community housing in independent living arrangements, along with the operation of two intensive residential programs at Mountain House and Phoenix House.

Every three years the Department of Health Care Services (DHCS) enters into an agreement with Behavioral Wellness (BWell) for the provision of specialty mental health services to residents who are Medi-Cal beneficiaries. BWell provides a continuum of mental health services to Santa Barbara County residents, in part through contracted providers, including Community-Based Organizations (CBOs). Periodically, there are changes made to state and federal program requirements and BWell policies and procedures. To comply with the Department of Health Care Service's state and federal requirements and regulation changes, BWell must amend and update the contract language for those mental health providers as well.

This First Amendment to PathPoint's Agreement updates language for compliance with state and federal regulations, and updates language for Exhibit A-1 MHS General Provisions, Exhibit A-2 Residential Support Services, Exhibit A-3 Supportive Community Services South (Paths to Recovery), and Exhibit A-4 Adult Housing Support. In addition, the pandemic affected the MHS service delivery level of community-based organizations for FY 19-20. We are requesting removal of the CMA rate, which would allow FSA to recover the lower amount of their actual costs or their published charges for FY 19-20, in accordance with the federal financial participation (FFP) process that was approved by the Board in June 2020.

The effects to the County would be minimal, as any County matching funds to the federal programs are already accounted for in the adopted budget and the changes to MHS programs do not change the overall amount of the contract maximum. We are updating the Exhibit B Financial Provisions, the Exhibit B-1 Schedule of Rates and Contract Maximum, with no changes to the overall contract amount. In addition, to provide BWell with the ability to adapt to the changing needs of client services, delegate to the Director of the Department of Behavioral Wellness or her designee the authority to: amend the program goals, outcomes, and measures in Exhibit E of the Agreement; reallocate funds between funding sources during the term of the Agreement and in the year-end cost settlement at the Director's or designee's discretion without altering the Maximum Contract Amount; make immaterial changes to the Agreement; amend program staffing requirements for Exhibits A-2 Residential Support Services, A-3 Supportive Community Services South (Paths to Recovery), and A-4 Adult Housing Support of the Agreement; and modify and/or waive the CMA rate for Fiscal Years 2020-2021 and 2021-2022 at the Director's or designee's discretion without altering the Maximum Contract Amount; and all without requiring a formal amendment to the Agreement, subject to the Board of Supervisor's ability to rescind this delegated authority at any time.

Performance Measure:

The program goals are:

1. Reduce mental health and substance abuse symptoms in order to reduce utilization of involuntary care and emergency rooms for mental health and physical health problems;
2. Assist clients in their mental health recovery process and with development of the skills necessary to lead independent, healthy, and productive lives within the community.

The performance measures are:

1. Reduce psychiatric inpatient admissions to 5% or lower;
2. Reduce physical health emergency care to 10% or lower;
3. Reduce physical health hospitalizations to 10% or lower (5% for SCS or PTR);
4. Reduce incarcerations to 5% or lower;
5. Clients with stable/permanent housing will be at 95% or higher (90% for SCS or PTR);
6. Clients engaged in purposeful activities will be 40% or higher;
7. Clients discharged to a lower level of care will be at 85% or higher;
8. Clients discharged to a higher level of care will be at 15% or lower; and
9. In CSS or PTR, the percentage of clients showing improvement on the MORS will be at 20% or higher.

Contract Renewals and Performance Outcomes:

During the FY 19-20, PathPoint focused on transitioning clients who are ready for a lower level of care. This focus, as well as increased communication between the other programs (Calle Real Clinic, ACT, Crisis Teams, etc.), led to the improved ability to accept referrals into their program. This shift has also led to the staff working more closely with clients on opportunities to graduate down to a lower level of care.

1. Phoenix House: They served a total of 18 unique clients. Inpatient admissions were just slightly high during both Q1 & Q2 (7%) with a goal of 5% or less. Emergency care for physical health was slightly high during Q2 & Q3 (15% and 16%, respectively). There was only one client engaged in

a purposeful activity out of 12 during Q2, but this was an anomaly. During the next two quarters, this statistic rose to seven out of 12 and seven out of 13, respectively. There were no incarcerations for the entire year. There were six clients discharged throughout the year, with half moved to a lower level of care, and half to a higher level of care. Some clients were able to successfully maintain employment. Others were able to work on obtaining their GEDs. Eventually, Phoenix House had to suspend all community volunteer outings and took the opportunity to encourage and educate clients on COVID-19, including ways to stay healthy and abide by stay-at-home orders.

2. Mountain House: They served a total of 19 unique clients. They had some psychiatric admissions (one during each of Q’s 1-3). There were no hospitalizations during Q4. Emergency care was high during Q2 at 21%, which led to an increase in communication between PathPoint and county case managers in order to provide clients with the support/linkage needed. Emergency care incidents later dropped to zero during the next two quarters. There were no incarcerations the entire year. There was a drop in the number of residents engaged in a purposeful activity, but this would be expected due to the pandemic. Hospitalizations for physical health rose during Q3.
3. Supportive Community Services: They served a total of 132 unique clients. Psychiatric hospitalizations rose slightly during Q3 and Q4. Emergency care for physical health rose during Q3, as did hospitalizations for physical health (9% with a goal of 5% or less). Again, the number of clients engaged in purposeful activities was low all year (35% compared to a goal of 40%), with the biggest dip in Q3 and Q4 (27% and 25%, respectively).
4. Residential Supportive Services: They served a total of 48 unique clients. Again, ER visits for physical health were high all year (with the exception of Q3, which seems unusual given the other data available). Hospitalizations for physical health were the highest (13%) during Q4. There were no incarcerations the entire year. There were eight clients who were consistently engaged in a purposeful activity all year round. There were four clients discharged to a lower level of care.

Fiscal and Facilities Impacts:

Budgeted: There are no budget impacts. The adopted FY 19-20 and 20-21 budget is based on maximum contract amounts, and the changes do not alter existing contract maximum amounts.

Fiscal Analysis:

Funding Sources	Cost FY 19-20:	Cost FY 20-21	Cost FY 21-22
General Fund			
State	\$ 1,192,286	\$ 1,192,286	\$ 1,192,286
Federal	\$ 1,192,286	\$ 1,192,286	\$ 1,192,286
Fees			
Other:			
Total	\$ 2,384,572	\$ 2,384,572	\$ 2,384,572
Total FY 18-21			\$ 7,153,716

Narrative: There is no change to the contract maximum amount.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. BWell contracts include language that requires the contractor to repay any amounts disallowed in audit findings, minimizing financial risks to the County. The amendment does not change the contract maximum amounts.

Special Instructions:

Please email one (1) complete executed contract and one (1) minute order to Denise Morales: dmorales@co.santa-barbara.ca.us and to bwellcontractsstaff@co.santa-barbara.ca.us.

Attachments:

Attachment A: PathPoint FY 19-22 BC 19-251 AM1

Attachment B: PathPoint FY 19-22 BC 19-251

Authored by:

D. Morales