



LINDA M. PENNER
Chair

KATHLEEN T. HOWARD
Executive Director

STATE OF CALIFORNIA

BOARD OF STATE AND COMMUNITY CORRECTIONS

2590 VENTURE OAKS WAY, SUITE 200 ♦ SACRAMENTO CA 95833 ♦ 916.445.5073 ♦ BSCC.CA.GOV



GAVIN NEWSOM
Governor

January 26, 2022

Mona Miyasato, County Executive Officer
County of Santa Barbara
105 E Anapamu
Santa Barbara, CA 93101

RE: Grant Program: 2020 Coronavirus Emergency Supplemental Funding (CESF)
Extended Contract Term: March 31, 2021 – January 31, 2023
Grant Agreement: BSCC 122-20 A1

Dear Mona Miyasato,

Your copy of the fully-executed Amendment 1 to the Grant Agreement BSCC 122-20 for funds awarded under the 2020 Coronavirus Emergency Supplemental Funding (CESF) grant program is enclosed. Keep this document in your official project file.

This amendment:

- This amendment includes a 12-month one time no cost extension. The new end date is January 31, 2023.
- Exhibit A: Scope of Work, Item 5. Reporting Requirements is amended by replacing the prior schedule with the attached Exhibit A; Scope of Work, Item 5. Reporting Requirements.
- Exhibit B: Budget Detail and Payment Provisions is amended by replacing the prior Exhibit B, Item 1. Statement of Expenditures and Payments with the attached Exhibit B, Item 1. Statement of Expenditures and Payments.

All other terms and conditions of your grant remain the same. Please continue to administer your project in accordance with the terms and conditions outlined in your Grant Agreement.

For additional guidelines for the administration of your grant refer to the most current version of the BSCC Grant Administration Guide located under Quick Links on the Corrections Planning and Programs page at: http://bscc.ca.gov/s_correctionsplanningandprograms.php.

If you have technical questions or require assistance, you may contact John Prince, Field Representative, at (916) 445-2014 or John.Prince@bscc.ca.gov. The BSCC looks forward to a continued partnership to ensure the successful completion of your project.

Sincerely,

Allison Ganter
Deputy Director

Enclosure

cc (letter only): Pam Fisher, Interim Director, Behavioral Wellness
Chris Ribeiro, Chief Financial Officer



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

January 25, 2022

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

COUNTY EXECUTIVE OFFICE, BEHAVIORAL WELLNESS
DEPARTMENT

File Reference No. 22-00070

RE:

Consider recommendations regarding a First Amendment to the Coronavirus Emergency Supplemental Funding (CESF) Program Grant Agreement (No. 122-20), Fiscal Years (FYs) 2020-2023, as follows: (4/5 Vote Required)

- a) Approve and authorize the County Executive Officer, or designee, to execute on behalf of the County, the First Amendment to the 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;
- 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 Budget Revision Request No. 0008014 for FY 2021-2022 to increase appropriations of \$380,748.00 in the Behavioral Wellness Mental Health Services Fund for Salaries and Employee Benefits (\$100,645.00) and Services and Supplies (\$280,103.00), funded by unanticipated, unspent FY 2020-2021 revenue from the CESF grant award; 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.



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

January 25, 2022

A motion was made by Supervisor Nelson, seconded by Supervisor Williams, that this matter be acted on as follows:

- a) Approved and authorized;
- b) Directed;
- c) Delegated; and
- d) and e) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino



**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: 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

DocuSigned by:

41846F50775B460

DS

AN

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:

<u>Funding Sources</u>	<u>FY 20-21 Cost:</u>	<u>FY 21-22 Cost:</u>	<u>FY 22-23 Cost:</u>
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 \$571,122.873 for 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

STANDARD AGREEMENT

STD 213A (Rev. 07/2019)

AGREEMENT NUMBER

AMENDMENT NUMBER

Purchase Authority Number

BSCC 122-20**1** CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**1. This Agreement is entered into between the Contracting Agency and the Contractor named below:**

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

COUNTY OF SANTA BARBARA**2. The term of this Agreement is:**

START DATE

MARCH 31, 2021

THROUGH END DATE

JANUARY 31, 2023**3. The maximum amount of this Agreement after this Amendment is:****\$571,122.87****4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:**

WHEREAS, the parties desire to amend the Agreement as set forth herein.

This amendment includes a 12-month one time no cost extension. The new end date is January 31, 2023.

Exhibit A: Scope of Work, Item 5. Reporting Requirements is amended by replacing the prior schedule with the attached Exhibit A; Scope of Work, Item 5. Reporting Requirements.

Exhibit B: Budget Detail and Payment Provisions is amended by replacing the prior Exhibit B, Item 1. Statement of Expenditures and Payments with the attached Exhibit B, Item 1. Statement of Expenditures and Payments.

All other terms and conditions shall remain the same.

*IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF SANTA BARBARA

CONTRACTOR BUSINESS ADDRESS

105 E ANAPAMU

CITY

SANTA BARBARA

STATE

CA

ZIP

93101

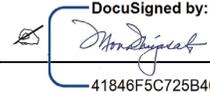
PRINTED NAME OF PERSON SIGNING

MONA MIYASATO

TITLE

COUNTY EXECUTIVE OFFICER

CONTRACTOR AUTHORIZED SIGNATURE



41846F5C725B460...

DATE SIGNED

1/26/2022 | 10:43 AM PST

CONTRACTING AGENCY

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS

2590 Venture Oaks Way, Ste 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

ALLISON GANTER

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

EXHIBIT A: SCOPE OF WORK**5. REPORTING REQUIREMENTS**

Grantees are required to submit semi-annual and quarterly progress reports as described below:

- A. Grantee will submit semi-annual progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Semi-Annual Progress Report Periods

1. March 31, 2021 to June 30, 2021
2. July 1, 2021 to December 31, 2021
3. January 1, 2022 to June 30, 2022
4. July 1, 2022 to December 31, 2022
5. January 1, 2023 to January 31, 2023

Due no later than:

- July 15, 2021
January 15, 2022
July 15, 2022
January 15, 2023
February 15, 2023

EXHIBIT B: BUDGET AND PAYMENT PROVISIONS**1. STATEMENTS OF EXPENDITURES AND PAYMENT**

- A. The Grantee shall be paid in one lump sum by submitting an invoice (Form 201) to the BSCC. Any interest earned on the account must be reported to the BSCC and may only be used for allowable expenses during the grant period. Grantee shall only use grant funds for allowable costs (see Exhibit B, "Project Costs") and shall provide statements of expenditures and supporting documentation to the BSCC upon request and on a quarterly basis as set forth in the schedule below.

Quarterly Invoicing Periods:

1. March 31, 2021 to June 30, 2021
2. July 1, 2021 to September 30, 2021
3. October 1, 2021 to December 31, 2021
4. January 1, 2022 to March 31, 2022
5. April 1, 2022 to June 30, 2022
6. July 1, 2022 to September 30, 2022
7. October 1, 2022 to December 31, 2022
8. January 1, 2023 to January 31, 2023

Due no later than:

- August 15, 2021
November 15, 2021
February 15, 2022
May 15, 2022
August 15, 2022
November 15, 2022
February 15, 2023
March 15, 2023

- B. All grant project expenditures must be incurred by the end of the grant project cycle, January 31, 2023, and included on the final statement of expenditures due March 15, 2023. Project costs incurred after January 31, 2023 will not be reimbursed/eligible for contribution.
- C. A statement of expenditures is due to the BSCC even if grant funds are not expended during the reporting period. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.
- D. 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.