



**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: June 25, 2024
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: ^{DS} Majority

TO: Board of Supervisors

FROM: Department Antonette Navarro, LMFT, Director
Department of Behavioral Wellness, (805) 681-5220
Contact Info: Katie Cohen, Psy.D, Division Chief of Clinical Operations
Natalia Rossi, JD, MHSA Manager
Department of Behavioral Wellness, 805-681-5220

SUBJECT: **Transitions-Mental Health Association (TMHA) Second Amendment to the FY 21-24 Services Agreement and FY 24-26 Renewal Services Agreement for Mental Health and Other Supportive Services**

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk

As to form: Yes

Recommended Actions:

- a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with **Transitions-Mental Health Association** (not a local vendor) (BC No. 21-078) to add contingency payment and cost settlement provisions and incorporate changes for Medicare practitioner billing and California Department of Health Care Services rate changes with no change to the maximum contract amount of \$6,480,135 (inclusive of \$1,763,100 for FY 21-22, \$1,989,075 for FY 22-23, and \$2,727,960 for FY 23-24) for the period of July 1, 2021 through June 30, 2024;
 - i) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to incorporate new codes and make fee-for-service rate changes or updates, reimburse on a cost reimbursement basis for Medi-Cal fee-for-service programs, and activate the contingency payment provisions per Exhibit B of the FY 21–24 Agreement, all without altering the maximum contract amount and without requiring the Board’s approval of an amendment of the FY 21–24 Agreement, subject to the Board’s ability to rescind this delegated authority at any time;
- b) Approve and authorize the Chair to execute an Agreement for Services of Independent Contractor with **Transitions-Mental Health Association** (not a local vendor) for the provision of mental health and other supportive services to adults and Transition Age Youth for a maximum contract

amount not to exceed **\$5,429,170**, inclusive of \$2,714,585 for FY 24-25 and \$2,714,585 for FY 25-26, for the period of July 1, 2024, through June 30, 2026;

- i) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to suspend, delay, or interrupt the services under the FY 24–26 Agreement for convenience per Section 20 of the FY 24–26 Agreement; make immaterial changes to the FY 24–26 Agreement per Section 26; change staffing requirements per Exhibit A-2; reallocate funds between funding sources, and incorporate new codes and make fee-for-service rate changes or updates and to reimburse on a cost reimbursement basis for Medi-Cal fee-for-service programs, reallocate between contract allocations for the incentive payment, and activate the Contingency Invoicing Plan per Exhibit B; amend the program goals, outcomes, and measures per Exhibit E, all without altering the maximum contract amount and without requiring the Board’s approval of an amendment of the Agreement, subject to the Board’s ability to rescind this delegated authority at any time; and
- c) Determine that the above actions are government fiscal activities or funding mechanisms that 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:

This item is on the agenda to approve the Second Amendment to the fiscal year (FY) 21-24 Services Agreement with Transitions-Mental Health Association (TMHA) (BC No. 21-078) to add contingency payment and contingency cost settlement provisions and to incorporate changes for Medicare practitioner billing and State rate changes, with no change to the maximum contract amount; and to approve of a renewal Services Agreement with TMHA to provide mental health and other supportive services, for a total Maximum Contract Amount not to exceed **\$5,429,170** for the period of July 1, 2024, through June 30, 2026.

Background:

The Behavioral Wellness Department (BWell) provides specialty mental health services to Medi-Cal beneficiaries and other individuals to the extent resources allow, in part, through contracted services. TMHA delivers an array of specialty mental health services to adults and Transition Age Youth with serious mental illness or serious emotional disturbance in the Lompoc and Santa Maria areas.

The proposed Second Amendment to the FY 21-24 Services Agreement with TMHA adds contingency payment and contingency cost settlement provisions and incorporates changes for Medicare practitioner billing and State rates, with no change to the maximum contract amount. During this fiscal year, BWell implemented a new electronic health record system, SmartCare, that community based organizations (CBOs) are required to use for submitting claims for payment. The claiming functionality of the new SmartCare application was delayed by approximately 10 months resulting in limited to no data on the amount of services approved by Medi-Cal during this time period. CBOs rely on this data, in part, to track and adjust service delivery to ensure that their costs are being covered. BWell also relies on this data to monitor whether provider rates are sufficient to cover the anticipated cost of service. BWell has determined that there is a need to amend the contract to give the option for reimbursement based on cost or the fee-for-service schedule. This is in consideration of the extenuating claiming issues and to ensure that local CBOs are compensated for services performed. The amendments also update the agreement to include Medicare changes and provide BWell with the ability to update contractor rates when new codes or rates are added by the State.

The FY proposed 24-26 Agreement with TMHA provides for the delivery of the following programs:

Wellness Centers and Family Advocate

TMHA will provide Santa Maria Wellness Center and Helping Hands of Lompoc Wellness Center (Wellness Centers) and Family Advocate services, providing a combination of wellness and recovery-oriented services to persons with severe mental illness (hereafter “clients”) and outreach, linkage to care, and recovery-oriented activities to their families (collectively referred to hereafter as “participants”). The Wellness Centers are peer-run programs to provide peer services to consumers and family members to build bridges to local communities, engage natural community supports, and provide peer representation at the bi-monthly Consumer Family Member Action Team. The consumer and family action team is a bimonthly meeting with BWell staff, consumers, family members and community-based organizations with a focus on consumers' role in program planning and their role in providing Behavioral Health services. The Wellness Centers will offer a variety of peer support services including support groups, job clubs, support in developing coping skills, vocational support, and support in building a social network.

North Community Full Service Partnership (FSP)

The FSP Program is an evidence-based psychiatric treatment, rehabilitation and support service for clients with serious mental illness who demonstrate the need for the most intensive level of nonresidential community service. The Program is designed for adults, youth, and their families whose symptoms of mental illness cause, or create high risk for, the most substantial levels of disability and functional impairment. This program is a Level 1 FSP, with a 12:1 case ratio for staff. A Level 1 FSP is an FSP with a 12:1 staff-to-client ratio, as opposed to a Level 2 FSP, which has a 10:1 staff-to-client ratio. The Program will be headquartered in Santa Maria.

Vocational Rehabilitation

T-MHA will provide services that assist Behavioral Wellness Mental Health Co-op clients with ongoing skill development, supportive services that address the special needs of individuals while employed, and specialized case management linkage services, which are required during and after periods of employment. The goal of the program is to assist clients in becoming work-ready and developing skills necessary to sustain employment.

Lived Experience Advocacy Development (LEAD)

TMHA will continue providing prevention services through the LEAD project, an outreach and education program for behavioral health stigma and discrimination reduction, funded by Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) funds. LEAD provides a combination of evidence-based trainings and community presentations that are delivered primarily by people with lived mental health experience (hereafter "the Program"). These trainings and presentations will deliver mental health education and information targeted to reduce mental health stigma and discrimination.

The Program will provide Community Gatekeepers (as defined in the agreement) with the mental health knowledge and training necessary to identify people with mental health and substance use challenges, respond in a supportive manner, and refer them to local resources. TMHA will utilize two of TMHA’s existing programs: LEAD, and the Wellness Centers, as well as TMHA’s long-standing relationships with community agencies and organizations as a springboard to launch the Program. The Program will serve the cities of Santa Maria, Lompoc, Guadalupe, and Santa Ynez.

Growing Grounds

Growing Grounds, funded by MHSA PEI funding, provides vocational training support, horticultural therapy, and direct work experience in a farm business setting for adult clients (over the age of 18) of BWell and other CBOs at the Growing Grounds facility in Santa Maria. The goal for all participants is to develop the skills necessary to enter the workforce and participate fully in the community while also preventing a mental health relapse. The Program helps clients build protective factors, including vocational training, with the overall goal of having work participation be a pillar of a client's recovery process.

Performance Measure:

Performance measures for each program are described in the Exhibit Es (Program Goals, Outcomes, and Measures) to the FY 21-24 Agreement that is being amended and the FY 24-26 renewal Agreement.

Contract Renewals and Performance Outcomes:

This data is for the first three quarters of FY 23-24 unless otherwise noted.

- **North Community Full Service Partnership**
They served an average of 76 clients and discharged an average of 3 clients per quarter. They've met 6 of their 8 goals so far; 1% of clients were admitted to inpatient care with a goal of 5% or less; 4% of clients received care in the Emergency room with a goal of 10% or less; 2% of clients were hospitalized with a goal of 5% or less; 1% of clients were incarcerated with a goal of 5% or less; 95% of clients had stable housing with a goal of 90% or more; 25% of clients were engaged in purposeful activity with a goal of 15% or more. Of the goals they did not meet; 25% of clients were discharged to a lower level of care with a goal of 85% or more and 25% of clients were discharged to a higher level of care with a goal of 15% or less.
- **Wellness Center Santa Maria**
They are on track to meet all of their goals. The program had 2551 client visits with a goal of 4500; 6 outreach events with a goal of 6; 795 participants in the outreach events with a goal of 200; 95 support group meetings with a goal of 12; 42 computer classes with a goal of 40; 288 visits to the computer lab with a goal of 200; 29 outings/educational events with clients with a goal of 12 and 252 linkages to other services with a goal of 25.
- **Wellness Center Lompoc**
They are on track to meet all of their goals. The program had 2069 client visits with a goal of 3600; 8 outreach events with a goal of 6; 247 participants in the outreach events with a goal of 200; 161 support group meetings with a goal of 12; 22 computer classes with a goal of 40; 318 visits to the computer lab with a goal of 200; 58 outings/educational events with clients with a goal of 12 and 102 linkages to other services with a goal of 20.
- **Family Advocate – Santa Maria**
They are on track to meet all of their goals. The program had 118 client visits with a goal of 200; 60 outreach events with a goal of 6; 1527 participants in the outreach events with a goal of 200; 75 support group meetings with a goal of 12; 202 computer classes with a goal of 24; 325 linkages to other services with a goal of 20 and 167 clients provided services in Spanish with a goal of 25.
- **Family Advocate – Lompoc**
They are on track to meet all of their goals. The program had 43 client visits with a goal of 200; 11 outreach events with a goal of 6; 454 participants in the outreach events with a goal of 200; 66 support group meetings with a goal of 12; 92 computer classes with a goal of 24; 115 linkages to other services with a goal of 20 and 69 clients provided services in Spanish with a goal of 25.

- ARPA (American Rescue Plan Act) support for LEAD the Conversation**
 This includes data for the first two quarters of FY 23/24. They served 233 clients with a goal of 200; they increased familiarity of community mental health serves for 32% with a goal of 20%; they increased motivation to engage in community mental health serves by 46% with a goal of 20%; they increased mental health and substance use knowledge, coping skills and resiliency by 35% with a goal of 20%; data showed an increased knowledge of suicide warnings by 8% with a goal of 20%; and they reduced stigma in seeking mental health services by 31% with a goal of 20%; provided 233 people with community mental health and substance use resources with a goal of 200. They've done 9 community presentations with a goal of 12 for the year. They have done 3 Evidence-Based Trainings with a goal of 12 for the year.
- LEAD the Conversation PEI**
 This data is only for Q3 for FY 23/24. The program served 458 clients. They've provided 13 community presentations with a goal of 5 where they distributed education and informational publications. The program attended 9 community outreach events with a goal of 5. The program provided 11 workshops with a goal of 5. 0% of participants provided a pre and post-assessment with a goal of 51%.
- Growing Grounds**
 They have served an average of 34 clients per quarter. 11 individuals have obtained employment. They have disseminated 31 educational and informational publications with a goal of 50. They have had an average of 14 meetings with community leaders per quarter with a goal of 12. The program has offered an average of 14 workshops per quarter with a goal of 12. They have had 102 vocational planning trainings with a goal of 50. No data has been entered for the pre-post job training survey or number of people linked to BWell Mental Health (MH) or Substance Use Disorder (SUD) services goals.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>Total Project Cost</u>
General Fund			
State	\$ 1,408,550	\$ 1,408,550	\$ 2,817,100
Federal			
Fees			
Other: Medi-Cal Patient Revenue	\$ 1,306,035	\$ 1,306,035	\$ 2,612,070
Total	\$ 2,714,585	\$ 2,714,585	\$ 5,429,170

Narrative:

The above-referenced Agreement is funded by a combination of State and federal funds. With the transition to California Advancing and Innovating Medi-Cal (CalAIM) Payment Reform, the ongoing program cost will primarily be funded with fee-for-service Medi-Cal Patient Revenue with Mental Health Services Act (MHSA) funding covering the local match.

The funding sources are included in the FY 24-25 Recommended Budget. Future year funding will be included in the department's requested budgets, subject to Board approval.

Key Contract Risks:

As with any contract funded with State and Federal sources, there is a risk of future audit disallowances and repayments through the State's auditing process. The TMHA contract includes language requiring the contractor to repay any amounts disallowed in audit findings, minimizing financial risks to County.

TMHA FY 21-24 AM2 and FY 24-26 BC BL

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Special Instructions:

Please email one (1) of each complete executed Contracts and one (1) minute order to mejohanson@sbcbswell.org and bwelcontractsstaff@bwellbc.org.

Attachments:

Attachment A: TMHA FY 21-24 (BC No. 21-078) AM2

Attachment B: TMHA FY 21-24 (BC No. 21-078) AM1

Attachment C: TMHA FY 21-24 (BC No. 21-078)

Attachment D: TMHA FY 24-26 BC

Authored by:

M. Johnson