



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: November 7, 2023
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: Melissa Wilkins, MPH, CADC-II, CCPS
Division Chief of Alcohol and Drug Programs, (805) 681-5220
SUBJECT: Council on Alcoholism and Drug Abuse (CADA) FY 23-26 First Amendment to the Revenue Agreement for Driving Under the Influence Program Administrative Services

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 multiyear Driving Under the Influence (DUI) program Revenue Agreement with **Council on Alcoholism and Drug Abuse (CADA)**, a California nonprofit (a local vendor), to update the DUI program rates, effective August 25, 2023, as approved by the California Department of Health Care Services (DHCS), with no change to the projected revenue amount of **\$18,000**, inclusive of **\$6,000** per fiscal year, for the period of July 1, 2023, through June 30, 2026; and
- b) Determine that the above action is a government funding mechanism or other government fiscal activity, which does not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment, and is 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 item is on the agenda to request Board of Supervisors approval for the Chair to execute a first amendment to the multiyear revenue agreement with the Council on Alcoholism and Drug Abuse (CADA), to update the participant program rates for the DUI program with no change to the projected revenue amount of \$18,000, inclusive of \$6,000 per fiscal year, for the period of July 1, 2023, through June 30, 2026. The Department of Behavioral Wellness (BWell) Alcohol and Drug Program is the administrative agency for the Department of Health Care Services (DHCS) Drug Diversion Programs, which includes Driving Under the Influence (DUI) and Penal Code 1000 in Santa Barbara County. The participant program rates are set by DHCS and not by BWell or the contractor. Approval of the above contract will allow for the continued provision of these mandated program services by the Courts while providing revenue for the Department.

Background:

BWell provides state-authorized DUI program services in Santa Barbara County through local community-based organizations. CADA operates a DUI program and provides these services concurrently with two other DUI service providers.

BWell is responsible for certifying the programs, reviewing any new applications for licensure, providing liaison activities with the courts, county probation department, and DUI programs, and developing and ensuring the implementation of the programs in compliance with regulations.

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 Chapter 9 (commencing with Section 11836) of Part 2 of Division 10.5 of the Health & Safety Code. 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. Programs offered vary in level and are commensurate to the level of offense. BWell certifies the DUI program provider and receives revenue for DUI Program administration as the lead agency. BWell receives a fee of \$30 per client enrolled in the DUI program. The annual anticipated revenue from the CADA DUI program is estimated at \$6,000.

On June 6, 2023, the County Board of Supervisors authorized the County to enter into a Revenue Agreement with CADA for BWell to provide DUI program administrative services for the period of July 1, 2023, through June 30, 2026. This First Amendment updates the DUI Program rates, effective August 25, 2023. Amended rates are included as Exhibit B-1 to the attached agreement. BWell provides administrative oversight of the program and receives a projected revenue of \$18,000, inclusive of \$6,000 per fiscal year, for the period of July 1, 2023, through June 30, 2026.

Performance Measures & Outcomes:

BWell provides administrative monitoring of CADA's DUI program every 6 months in compliance with state regulations. CADA has demonstrated success in fulfilling the programs' intent to provide alcohol and drug education and counseling programs to persons following a conviction for driving under the influence, in accordance with Health and Safety Code Division 10.5, Part 2, Chapter 9, and Title 9, California Code Division 4, Chapter 3 requirements. For FY 22-23, CADA provided a total revenue of \$4,020 to BWell, in accordance and compliance with the state regulations.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>FY 23-24 Revenue (Projected):</u>	<u>FY 24-25 Revenue (Projected):</u>	<u>FY 25-26 Revenue (Projected):</u>	<u>Total FY 23-26 Revenue (Projected)</u>
General Fund				
State				
Federal				
Fees DUI	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	
Total	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 18,000.00

Narrative: No funds are expended by BWell as part of this agreement. The anticipated revenue has been included in the FY 23-24 adopted budget and will be included in subsequent year requested budgets, subject to Board approval. The fees payable to BWell depend on the number of clients required to enroll in the DUI programs. Therefore, the actual revenue could be higher or lower than anticipated in any given year.

Key Contract Risks:

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

Special Instructions:

Please email one (1) complete, executed Agreement and one (1) minute order to mazavala@sbcbswell.org and the BWell Contracts Team at bwelcontractsstaff@sbcbswell.org.

Attachments:

- Attachment A: CADA FY 23-26 DUI Revenue Agreement First Amendment
- Attachment B: CADA FY 23-26 DUI Revenue Agreement Executed

Authored by:

M. Zavala