



February 14, 2022

**Notice of Intent to Terminate
Agreement**

Sally Cook
Director
Hope Refuge, Inc.
P.O. Box 80325
Goleta, California 93118

Via: Facsimile: (805) 837-0080
Email: sallycook@hoperefuge.org

Re: Termination of Agreement, Effective March 15, 2022 - Agreement for Services of Independent Contractor for Fiscal Year 2021-2022 (Board Contract No. 20-012)

Dear Ms. Sally Cook:

In accordance with Section 19 (Termination) of the Agreement, the County of Santa Barbara Department of Behavioral Wellness is issuing this Notice of Intent to Terminate Agreement, to terminate for convenience the Agreement for Services of Independent Contractor FY 2021–2022, Board Contract No. 20-012. The termination is in response to your October 5, 2021 request to terminate the Agreement as a result of Hope Refuge, Inc. selling assets necessary for the delivery of Specialty Mental Health Services.

Contingent upon approval by the Santa Barbara County Board of Supervisors, the termination will be effective on March 15, 2022. Behavioral Wellness will seek Board approval to terminate the Agreement on March, 1, 2022.

Pursuant to Section 19.A.1 (For Convenience), please wind down and cease services under the Agreement as follows and as may be further directed by Behavioral Wellness in subsequent oral or written communications:

1. Deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents, or papers that may have been accumulated or produced by Hope Refuge, Inc. in performing the Agreement, whether completed or in process, including, but not limited to, signature pads. (Section 19.C [Upon Termination].) Please return these items as soon as possible but no later than April 15, 2022.
2. Preserve and make available records relating to the work terminated for the 10-year period as determined by Section 14.C (Records, Audit, Review) of the Agreement.

4. Enter services directly into the MHS Electronic Health Record for claims provided through April 15, 2022. Submit all services to the County Management Information System (MIS) Unit within seventy-two (72) hours of service delivery. Therefore, Hope Refuge, Inc. must discharge all active MHS clients from its current facility/programs in MHS Electronic Health Record, effective the last day of service, and must complete a Discharge Assessment in the County MIS system for each client within thirty (30) days from discharge. (Section 19.A.1 [For Convenience].)
5. Provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue following the end of FY 2021–2022. (Exhibit B Financial Provisions MHS, Section VII [Cost Report].)

If any required data, invoice, or report(s) is not submitted by Hope Refuge, Inc. to County within the time limits described in the Agreement, or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of the Agreement, then payment will be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by the Director of the Department of Behavioral Wellness or designee. (Exhibit B Financial Provisions MHS, Section VI.D [Withholding of Payment for Non-Submission of Service Data and Other Information].)

Behavioral Wellness appreciates your prompt attention to this matter. Do not hesitate to contact John Winckler, Division Chief of Clinical Operations, at (805) 708-8336 or jwinckler@sbcbswell.org with questions regarding this communication and Denise Morales, Contract Analyst, at (805) 681-5168 or dmorales@sbcbswell.org with questions regarding the termination of the Agreement.

Behavioral Wellness is grateful for your collaboration and commitment to providing services to the residents of Santa Barbara County

Sincerely,

Antonette Navarro, LMFT
Director, Department of Behavioral Wellness

CC:
Christie Boyer
Tammy Casiano
Jamie Husting
Melanie Johnson
Amy Krueger
John Winckler

Enclosure:
Agreement for Services of Independent Contractor FY 2021–2022, Board Contract No. 20-012