



Antonette Navarro, LMFT  
Director

May 22, 2025

**Notice of Intent to Partially  
Terminate Agreement**

Victoria Rightmire  
Executive Director  
Council on Alcoholism and Drug Abuse (CADA)  
PO Box 28  
Santa Barbara, CA 93102

**Via:** Facsimile: (805)993-4099  
Email: [vrightmire@cada.org](mailto:vrightmire@cada.org)

**Re: Notice of Intent to Terminate Carpinteria Support, Treatment, Advocacy, and Referral Team (START) Services, Effective June 21, 2025**

Agreement for Services of Independent Contractor with Council on Alcoholism and Drug Abuse (CADA) for Fiscal Years 2023-2027, Board Contract No. 23-091

Dear Victoria Rightmire

In accordance with Section 19 Termination of the Agreement for Services of Independent Contractor with Council on Alcoholism and Drug Abuse (CADA) (herein known as "Contractor"), the County of Santa Barbara Department of Behavioral Wellness is issuing this Notice of Intent to (Partially) Terminate Agreement to terminate for convenience the Mental Health Services (MHS) Carpinteria Support, Treatment, Advocacy and Referral Team (START) Program of Agreement for FY 2023-27, Board Contract No. 23-091, and all related terms as more fully described below. The partial termination is in response to CADA's request to terminate the Program Services from the Agreement as a result of an absence of members and staff available since Quarter 1 of FY 2023-24. Family Service Agency (FSA) will continue to provide these services to Carpinteria schools as part of their already established School-Based Mental Health Program services under the FY 2023-27 Agreement (BC No. 23-125).

As directed by the County by receipt of this Notice of Intent to Partially Terminate, CONTRACTOR shall have a 30-day period to wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and minimizing negative effects on County from such winding down and cessation of services.

Contingent upon approval by the Santa Barbara County Board of Supervisors, the partial termination will be effective **June 21, 2025**. Behavioral Wellness will seek Board approval to partially terminate and amend the Agreement on June 3, 2025.

The following Agreement terms are subject to this notice:

- Exhibit A-6 Mental Health Service (MHS) Carpinteria Support, Treatment, Advocacy and Referral Team (START) Program;
- Exhibit B Financial Provisions – ADP;
- Exhibit B Financial Provisions MHS; and
- Exhibit B-1 MHS Schedule of Rates and Contract Maximum

All other terms of the Agreement shall remain in full force and effect.

Pursuant to Section 19.A.1 (For Convenience), CADA must cease services under the Mental Health Services (MHS) Carpinteria Support, Treatment, Advocacy, and Referral Team (START) Program as follows and as may be directed in subsequent oral or written communications:

- **Data.** Deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents, or papers as may have been accumulated or produced by CADA in performing the Agreement, whether completed or in process, and including, but not limited to, signature pads. (Section 19.C [Upon Termination].) Please return these items as soon as possible but no later than August 3, 2025.
- **Audit.** 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.
- **Discharge.** Enter services directly into the SmartCare Electronic Health Record for claims provided through June 3, 2025 and must submit all services to SmartCare- the County EHR within seventy-two (72) hours of service delivery. Therefore, CADA must discharge all active members from its current facility/programs in SmartCare, effective the last day of service, and must follow the Discharge Policy days from Behavioral Wellness policies and procedures located at <https://www.countyofsb.org/904/Policies-Procedures> related to change in member status.
- **Financial.** Provide County with an accurate and complete report with a statement of expenses and revenue following the end of contract and submit all claims in SmartCare based on the timeframes prescribed in the Behavioral Wellness Clinical Documentation Manual. (Exhibit B Financial Provisions.) County shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payment, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to County such financial information as in the judgment of county is necessary to determine the reasonable value of the services rendered by Contractor.
- **Confidentiality.** Upon termination of this Agreement, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the Integrated Intergovernmental Agreement to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This subsection shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor. (Exhibit A-1, 8. Confidentiality, E.)

If any required Electronic Health Records (EHR) or Management Information System (MIS) data, invoice, or report(s) is not submitted by CADA 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 ADP Financial Provisions, Section VIII.C [Withholding of Payment for Non-Cost of Service Data and Other Information].)

Behavioral Wellness appreciates your prompt attention to this matter. Please contact Antonette Navarro, Director, at (805) 681-5220 or [anavarro@sbcbswell.org](mailto:anavarro@sbcbswell.org) with questions regarding this communication and Sara Hernandez, Contract Analyst, at (805) 453-5510 or [sahernandez@sbcbswell.org](mailto:sahernandez@sbcbswell.org) with questions regarding the partial termination of the Agreement.

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

Sincerely,

Antonette Navarro, LMFT  
Director of the Department of Behavioral Wellness

DocuSigned by:

CC: *Antonette "Toni" Navarro*

Katie Cohen, Psy.D., Deputy Director of Clinical Services

Christie Boyer, BWell Associate Director of Finance

Chris Ribeiro, BWell Chief Financial Officer

Marilyn Simon-Gersuk, BWell Contracts Manager

Dipak Neupane, Chief Operations Officer

Enclosure: Agreement for Services of Independent Contractor FY 2023–27, Board Contract No. 23-091