



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

August 16, 2022

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

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00725

RE: Consider recommendations regarding a Second Amendment to the Council on Alcoholism and Drug Abuse (CADA) Drug Medi-Cal Organized Delivery System and Mental Health Services Act Agreement for Fiscal Years (FYs) 2021-2024 and the First Amendment to the Driving Under the Influence and Penal Code 1000 Drug Diversion Revenue Agreement for FYs 2020-2023, as follows:

a) Approve, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with CADA (BC 21-013), a California nonprofit (a local vendor), to update language for compliance with county, state, and federal requirements; add an additional Medi-Cal-certified facility to provide Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Services and Intensive Outpatient Services; and add \$1,165,046.00 in Alcohol and Drug Program (ADP) funding for total Maximum Agreement Amount not to exceed \$7,855,912.00, consisting of \$7,528,966.00 in ADP funding with \$2,194,640.00 for FY 21-22, \$2,667,163.00 for FY 22-23, and \$2,667,163.00 for FY 23-24, and \$326,946.00 in Mental Health Services (MHS) funding with \$108,982.00 per FY, for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds;

b) Approve, ratify, and authorize the Chair to execute a First Amendment to the Driving Under the Influence (DUI) and Penal Code 1000 Drug Diversion (PC 1000) Revenue Agreement with Independent Contractor, CADA, a California nonprofit (a local vendor), to update language for compliance with county, state, and federal requirements and update DUI program rates, effective July 1, 2022, as approved by the Department of Health Care Services (DHCS), with a projected revenue of \$9,000.00 per year for the period of July 1, 2020 through June 30, 2023;

c) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Services Agreement (BC 21-013) per Section 26 of the Services Agreement; authorize additional services per Exhibit A-7 of the Services Agreement; amend program staffing requirements per Exhibit A-7 of the Services Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Services Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Services Agreement; approve use of the County Maximum Allowable rate be waived for settlement purposes in the year-end cost settlement per Exhibit B MHS of the Services Agreement; and amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Services Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Services



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Agreement, subject to the Board's ability to rescind this delegated authority at any time;

d) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

e) Determine that the above recommended actions are government funding mechanisms or other government fiscal activities, which 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.

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

a) and b) Approved, ratified and authorized; Chair to execute;

c) and d) Delegated; 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: Behavioral Wellness
Department No.: 043
For Agenda Of: August 16, 2022
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: John Doyel, MA, LAADC, Division Chief, Alcohol and Drug Programs, Department of Behavioral Wellness, (805) 681-5220

DS
AN

SUBJECT: Behavioral Wellness – Second Amendment to the Council on Alcoholism and Drug Abuse Drug Medi-Cal Organized Delivery System and Mental Health Services Act Agreement for Fiscal Year (FY) 2021-2024 and the First Amendment to the Driving Under the Influence & Penal Code 1000 Drug Diversion Revenue Agreement for FY 2020-2023

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, ratify, and authorize the Chair to execute a Second Amendment to the Agreement for Services of Independent Contractor with **Council on Alcoholism and Drug Abuse (CADA)** (BC 21-013), a California nonprofit (a local vendor), to update language for compliance with county, state, and federal requirements; add an additional Medi-Cal-certified facility to provide Drug Medi-Cal Organized Delivery System (DMC-ODS) Outpatient Services and Intensive Outpatient Services; and add **\$1,165,046** in Alcohol and Drug Program (ADP) funding for total Maximum Agreement Amount not to exceed **\$7,855,912**, consisting of \$7,528,966 in ADP funding with \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and \$326,946 in Mental Health Services (MHS) funding with \$108,982 per fiscal year, for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds (Attachment A);
- B. Approve, ratify, and authorize the Chair to execute a First Amendment to the Driving Under the Influence (DUI) and Penal Code 1000 Drug Diversion (PC 1000) Revenue Agreement with Independent Contractor, **Council on Alcoholism and Drug Abuse (CADA)**, a California nonprofit (a local vendor), to update language for compliance with county, state, and federal

requirements and update DUI program rates, effective July 1, 2022, as approved by the Department of Health Care Services (DHCS), with a projected revenue of \$9,000 per year for the period of July 1, 2020 through June 30, 2023 (Attachment B);

- C. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Services Agreement (BC 21-013) per Section 26 of the Services Agreement; authorize additional services per Exhibit A-7 of the Services Agreement; amend program staffing requirements per Exhibit A-7 of the Services Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Services Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Services Agreement; approve use of the County Maximum Allowable rate be waived for settlement purposes in the year-end cost settlement per Exhibit B MHS of the Services Agreement; and amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Services Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Services Agreement, subject to the Board's ability to rescind this delegated authority at any time;
- D. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board's ability to rescind this delegated authority at any time; and
- E. Determine that the above recommended actions are government funding mechanisms or other government fiscal activities, which 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:

The above-referenced contracts are on the agenda to request the Board of Supervisors (Board) to approve and authorize the Chair to execute the Second Amendment to the Services Agreement (BC 21-013) with CADA to update language for compliance with county, state, and federal requirements; add an additional Medi-Cal certified facility to provide DMC-ODS Outpatient Services and Intensive Outpatient Services ; and add \$1,165,046 in ADP funds for total Maximum Agreement Amount not to exceed \$7,855,912, consisting of \$7,528,966 in ADP funding with \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and \$326,946 in MHS funding with \$108,982 per fiscal year, for the period of July 1, 2021 through June 30, 2024. Also, the Department of Behavioral Wellness (BWell) requests the Board to approve and authorize the Chair to execute a First Amendment to the DUI/PC1000 Revenue Agreement with CADA to update language for compliance with county, state, and federal requirements and update DUI program rates, effective July 1, 2022, as approved by DHCS, with a projected revenue of \$9,000 per year for the period of July 1, 2020 through June 30, 2023.

In addition, BWell is requesting delegation to the Director of BeWell or designee of the authority to make immaterial changes to the Services Agreement per Section 26 of the Services Agreement; authorize additional services per Exhibit A-7 of the Services Agreement; amend program staffing requirements per Exhibit A-7 of the Services Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Services Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Services Agreement; approve use of the County Maximum Allowable rate be waived for settlement purposes in the year-end cost settlement per Exhibit B MHS of the Services Agreement; amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Services Agreement, all without altering the Maximum Contract Amount and without requiring a formal amendment to the

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Services Agreement, subject to the Board's ability to rescind this delegated authority at any time. Finally, BeWell seeks delegated authority to make immaterial changes to the Revenue Agreement in accordance with Section 25 of the Revenue Agreement without requiring a formal amendment to the Revenue Agreement, subject to the Board's ability to rescind this delegated authority at any time.

Background:

BC 21-013 Services Agreement:

BWell provides a continuum of mental health and substance use disorder services to Santa Barbara County residents, in part, through contracted providers, including Community-Based Organizations (CBOs) under the DHCS DMC-ODS Intergovernmental Agreement No. 21-10034, approved by the Board in October 2021. On June 15, 2021, the Board approved an agreement with CADA for the provision of substance use disorder services under the DHCS DMC-ODS and Mental Health Services Act.

CADA has recently certified its site in Lompoc to provide Outpatient Services and Intensive Outpatient Services. Among other things, this Second Amendment will update Exhibit A-2 ADP Statement of Work to add this location and expand access to services for adults with substance abuse disorders. This Second Amendment to the Services Agreement will provide additional capacity to the ADP DMC-ODS system of care.

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 Health & Safety Code section 11836. 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. DUI programs offered vary in level and are commensurate to the level of offense. Behavioral Wellness certifies DUI program providers and receives revenue for DUI program administration as the lead agency.

Behavioral Wellness' administrative role for DUI programs include:

- Review of any new application for licensure;
- Provision of liaison activities with the courts, County Probation Department, and DUI programs; and
- Development and monitoring to ensure that DUI program implementation is in compliance with regulations.

Behavioral Wellness receives a fee of \$30 per client enrolled in a DUI program. The annual anticipated revenue from the CADA DUI program is estimated to be \$6,000. The rate increase is due to DHCS increasing its overall fee to DUI providers. The 18-month DUI program rate to clients will increase by \$7. However, this rate increase will not result in an increase in revenue to the County. The rate increase to clients will offset the DHCS rate increase to DUI service providers. DHCS approved CADA's request for the rate increase on June 29, 2022, and the rate increase will be effective on July 1, 2022. This First Amendment to the Revenue Agreement will allow an increase to the fee per client enrolled in the program.

Performance Outcomes:

During the first three quarters of FY 2021-2022, CADA achieved the following:

1. Daniel Bryant Santa Barbara Youth Outpatient Treatment Program (Level 1.0): They served an average of 23 clients per quarter with an average of 7 discharges per quarter; 98% initiated treatment; 7% immediately dropped out of treatment; 88% were engaged in treatment; 75% were retained in treatment; and 50% successfully completed treatment.
2. Daniel Bryant–Santa Maria Youth Outpatient Treatment Program (Level 1.0): They served an average of 42 clients per quarter with an average of 18 discharges per quarter; 99% initiated treatment; 2% immediately dropped out of treatment; 91% were engaged in treatment; 66% were retained in treatment; and 43% successfully completed treatment.
3. Project Recovery–Santa Barbara–Adult Outpatient Treatment Program (Level 1.0): They served an average of 56 clients per quarter with an average of 25 discharges per quarter; 100% initiated treatment; 1% immediately dropped out of treatment; 96% engaged in treatment; 61% were retained in treatment; and 45% successfully completed treatment.
4. Project Recovery–Santa Barbara–Adult Outpatient Treatment Program (Level 2.1): There were no clients in Q1, 2 in Q2, and 8 in Q3 with 1 discharge in Q2 and 5 in Q3; 100% initiated treatment; no one dropped out of treatment; 100% were engaged in treatment; no clients were retained in treatment; and 2 successfully completed treatment.
5. Santa Barbara Adult Residential Treatment (Level 3.1): They served an average of 26 clients per quarter with an average of 19 discharges per quarter; 100% initiated treatment; 3% immediately dropped out of treatment; 99% were engaged in treatment; 59% were free of primary drug use at time of discharge; and 56% were transferred to treatment at a lower level of care within 14 days.
6. Santa Barbara Adult Residential Treatment–Withdrawal Management (Formerly Detoxification) (Level 3.2): They served an average of 10 clients per quarter with an average of 10 discharges per quarter; 10% immediately dropped out of treatment; 77% successfully completed treatment; 77% were free of primary drug use at time of discharge; 60% transferred to treatment at a lower level of care within 14 days; 100% were not re-admitted within 14 days; and 97% were not re-admitted within 30 days.
7. Santa Barbara Adult Residential Treatment (Level 3.5): This is a new program and the results given are for Q3 alone. They served two clients with one discharge; both initiated treatment; no one immediately dropped out of treatment; both clients engaged in treatment; the client who discharged was abstinent of primary drug use at time of discharge; and one client was transferred to treatment at a lower level of care within 14 days.
8. Perinatal: They reported 16 clients in Q1 with no clients reported in Q2 and Q3. They discharged 5 clients in Q1. No births or drug-free births were reported. One client was reported as successfully completing treatment.
9. Medication Assisted Treatment (MAT): Suboxone treatment was reported for 17 clients; Vivitrol for 0 clients; and “other MAT” for 13 clients.

10. START Program: They served an average of 10 clients per quarter with just one discharge for the three quarters reported on. There were no new, out-of-primary home placements; 100% were employed, enrolled in school or training, or volunteering; there were no incarcerations/juvenile hall or psychiatric inpatient admissions; 100% had stable/permanent housing; no one was discharged to a higher level of care; and one client was transferred to a lower level of care. They reported a positive change in one Child and Adolescent Needs and Strengths (CANS) Domain, and they completed 100% of Pediatric Symptom Checklist PSC's.
11. Friday Night Live: They reported one school-based chapter in North County with 24 unique members. In Q2, they had two adult advisors attend the Advisor Training and one in Q3. They held two school-based prevention campaigns, both in English and in North County. They reported three prevention projects: a Social Norms Campaign with a focus on preventing underage alcohol use; a Social Norms Campaign with a focus on preventing cannabis use; and a Red Ribbon Week Campaign with a prevention focus on Opioid-prescription drugs. They collected 170 Media Recall and Recognition Surveys during Q3. There were 11 meetings reported for Q1 and 4 unique members in the Youth Leadership Council Meetings. There were 6 members in Q2 and 7 members in Q3, but no meetings were reported for either Q2 or Q3.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	CADA BC 21-013 FY 21-22 Cost:	CADA FY 22-23 Cost:	CADA FY 23-24 Cost:
General Fund			
State	\$ 1,151,811	\$ 1,388,073	\$ 1,388,073
Federal	\$ 1,151,811	\$ 1,388,073	\$ 1,388,073
Fees			
Other:			
Total	\$ 2,303,622	\$ 2,776,145	\$ 2,776,145
Grand Total			\$ 7,855,912

<u>Funding Sources</u>	<u>Current FY 20-21 Revenue (Projected):</u>	<u>Current FY 21-22 Revenue (Projected):</u>	<u>Current FY 22-23 Revenue (Projected):</u>
General Fund			
State			
Federal			
Fees PC 1000	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Fees DUI	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
Total	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00

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Narrative: The above-referenced Services Agreement (BC 21-013) is funded by State and Federal funds. The funding sources are included in the FY 22-23 Adopted Budget. Funding for FY 23-24 is contingent upon Board approval. For the Revenue Agreement, the anticipated revenue has been included in the FY 22-23 Adopted Budget. Based on prior year revenue for the programs, BWell projects approximately \$6,000 per year from the DUI program provider, while the combined annual revenue from the PC 1000 programs is projected to be approximately \$3,000. Because the fees payable to Behavioral Wellness depend on the number of clients required to enroll in the PC 1000 and DUI programs, the actual revenue could be higher or lower than anticipated in any given year.

Key Contract Risks:

As with any contract funded by State and Federal sources, there is a risk of future audit disallowances and repayments. Behavioral Wellness contracts include language requiring contractors to repay any amounts disallowed in audit findings, minimizing financial risks to the County.

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

Special Instructions:

Please email one (1) complete, executed Second Amended Services Agreement and one (1) complete, executed First Amended Revenue Agreement and one (1) minute order to dmorales@sbcbswell.org and the BWell Contracts Team at bwellcontractsstaff@sbcbswell.org.

Attachments:

Attachment A: CADA FY 21-24 BC 21-013 AM2

Attachment B: CADA FY 20-23 DUI/PC1000 AM1

Attachment C: CADA FY 21-24 BC 21-013 AM1

Attachment D: CADA FY 21-24 BC 21-013

Attachment E: CADA FY 20-23 DUI/PC 1000

Authored by:

D. Morales

**SECOND AMENDMENT
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC #21-013**, (hereafter Second Amended Agreement) is made by and between the **County of Santa Barbara** (County) and **Council on Alcoholism and Drug Abuse** (Contractor) for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #21-013, on June 15, 2021 for the provision of substance use disorder services for adolescents, youth, and adults and mental health services for youth, for a total maximum contract amount not to exceed **\$6,910,866**, inclusive of \$6,583,920 in Alcohol and Drug Program (ADP) funding (\$2,197,640 annually) and \$326,946 in Mental Health Services (MHS) funding (\$108,982 annually) for the period of July 1, 2021 through June 30, 2024;

WHEREAS, the County Board of Supervisors authorized the First Amended Agreement on January 11, 2022, which updated language to Exhibit A - Statement of Work for Alcohol and Drug Programs, specifically, Exhibit A-2 Outpatient Services (OS) and Intensive Outpatient Services (IOS), Exhibit A-4 Residential Treatment Services added Alcohol and Drug Program 3.5 Level Residential Treatment Services, Exhibit A-5 Friday Night Live and Club Live added a termination date of June 30, 2022; Exhibit B - ADP Financial Provisions and Exhibit B-1 Schedule of Rates and Contract Maximum: ADP decreased ADP funds by \$220,000 for FY 22-24; and added Attachment A - Federal Award Identification Table required for Substance Abuse Prevention and Treatment programs, for a total Maximum Contract Amount not to exceed \$6,690,866, inclusive of \$6,363,920 ADP funding with \$2,194,640 for FY 21-22; \$2,084,640 for FY 22-23; and \$2,084,640 for FY 23-24, with a total MHS funding amount of \$326,946 with \$108,982 per fiscal year for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds; and

WHEREAS, this Second Amended Agreement updates language for compliance with county, state, and federal requirements, adds an additional Medi-Cal-certified facility to provide Drug Medi-Cal Organized Delivery System Outpatient Services (OS) and Intensive Outpatient Services (IOS), and adds \$1,165,046 in ADP funding for total Maximum Agreement Amount not to exceed \$7,855,912, consisting of \$7,528,966 in ADP funding with \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and \$326,946 in MHS funding with \$108,982 per fiscal year, for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- I. **Delete Section 28 (Compliance with Law) and Section 34 (Compliance with HIPAA) of the Standard Terms and Conditions and replace them with the following:**

28. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances; statutes; regulations; orders including, but not limited to, executive orders, court orders and health officer orders; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) and the California Department of Public Health now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance, statute, regulation, order, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

34. COMPLIANCE WITH PRIVACY LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-6, Section 8 (Confidentiality) and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

II. Add Section 44 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) to the Standard Terms and Conditions as follows:

44. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Contractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

B. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

C. See Public Law 115-232, section 889 for additional information.

D. See also § 200.471.

III. Delete Section 1 (Program Summary) of Exhibit A-2 Outpatient Services (OS) and Intensive Outpatient Services (IOS) and replace it with the following:

1. PROGRAM SUMMARY.

The Contractor shall provide outpatient alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist clients in obtaining and maintaining sobriety. Clients shall include adolescent (age 12-20), Transition Age Youth (TAY) (age 18-24), adult (age 18 and older), and perinatal clients. Treatment services shall include best practice individual and group counseling and drug testing. The Program shall be Drug Medi-Cal (DMC)-certified to provide Outpatient Services (OS) and Intensive Outpatient Services (IOS). The Program will be located at the following sites:

A. OS ASAM Level 1.0 and IOS ASAM Level 2.1 services:

1. Daniel Bryant Youth and Family Treatment Center: 1111 Garden St., Santa Barbara, California (Adolescent and TAY);
2. Daniel Bryant Youth and Family Treatment Center: 526 East Chapel St., Santa Maria, California (Adolescent and TAY);
3. Project Recovery: 133 E. Haley St., Santa Barbara, California (TAY and Adults); and
4. 106 South C Street, Suite A, B, and C, Lompoc, California (Adolescent, TAY and Adults).

IV. Delete Section 1 (Performance) of Exhibit A-6 General Provisions MHS and replace it as follows, and add Subsection I to Section 2 (Staff) of Exhibit A-6 General Provisions MHS as follows:

1. PERFORMANCE.

A. Contractor shall adhere to all applicable county, state, and federal laws, including, but not limited to, the statutes and regulations set forth below and the applicable sections of the State Medicaid plan and waiver in the performance of this Agreement. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for an amendment(s) to this Agreement. Contractor’s performance shall be governed by, and construed in accordance with, the following:

1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan (“MHP”) (Contract Nos. 17-94613 and 17-94613 A01) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 7(B) of Exhibit E A1 of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 19.D (State

Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract Nos. 17-94613 and 17-94613 A01), which is incorporated by this reference;

2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230(c)(2).);
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

2. STAFF.

I. California Department of Public Health, Public Health Officer Order, and Health Care Worker COVID-19 Vaccine Requirement.

1. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
 - a. Vaccination and boosters for its staff; or
 - b. Exemption status and testing results for its staff.
2. This requirement applies to all of Contractor's staff who are defined as "worker" under the State Public Health Officer Order and provide services under this Agreement.
3. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

V. Delete Section II (Maximum Contract Amount) of Exhibit B Financial Provisions – ADP and replace it with the following:

II. MAXIMUM CONTACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$7,855,912**, inclusive of \$7,528,966 in Alcohol and Drug Program funding, consisting of \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and shall consist of county, state, and/or federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

VI. Delete Section II (Maximum Contract Amount) of Exhibit B – MHS Financial Provisions and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$7,855,912**, consisting of **\$326,946** in Mental Health funding, inclusive of \$108,982 for FY 21-22, \$108,982 for FY 22-23, and \$108,982 for FY 23-24, and shall consist of county, state, and/or federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

VII. Delete Exhibit B-1 – ADP Schedule of Rates and Contract Maximum and replace it with the following:

EXHIBIT B-1-ADP SCHEDULE OF RATES AND CONTRACT MAXIMUM

Exhibit B-1
Schedule of Rates and Contract Maximum

CONTRACTOR NAME CADA- Council on Drug and Alcoholism and Drug Abuse

FISCAL YEAR: 22-23

Drug Medi-Cal/Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	Service Function Code	Report Service Code	Projected Units of Service***	Projected Number of Clients**
		15	ODS Case Management	15 Minute Unit	93	93	6,766	78
		15	ODS Physician Consultation	15 Minute Unit	94	94	361	4
		15	ODS Recovery Services	15 Minute Unit	95	95	4,688	54
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	361	4
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	3,135	9
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	1,314	35
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	35

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate			
							Adults	Adolescents		
Drug Medi-Cal Billable Services	Outpatient	15	ODS Group Counseling	15 Minute Unit	91	91	\$70.76	\$179.26		
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$70.76	\$179.26		
		15	ODS Case Management	15 Minute Unit	93	93	\$70.76	\$179.26		
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$148.98	\$148.98		
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$70.76	\$179.26		
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$70.76	\$179.26		
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$70.76	\$179.26		
		15	ODS Recovery Services Monitoring	15 Minute Unit	98	98	\$70.76	\$179.26		
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	\$148.98	\$148.98		
		15	ODS Non-NTP MAT - Buprenorphine-Naloxone Combination Product	Dose	100	100	\$30.81	\$30.81		
		15	ODS Non-NTP MAT - Disulfiram	Dose	101	101	\$10.88	\$10.88		
		15	ODS Non-NTP MAT - Acamprosate	Dose	104	104	\$0.00 ¹	\$0.00 ¹		
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	\$70.76	\$179.26		
			Residential	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109		\$159.64
				5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112		\$159.64
		5	Level 3.5 Residential Treatment - Treatment Only	Bed Day	114	114		\$159.64		

Non - Drug Medi-Cal Billable Services	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate	
							Adults	Adolescents
	Primary Prevention	N/A	Information Dissemination	Hours	N/A	12		Actual Cost
			Alternatives	Hours	N/A	14		Actual Cost
			Community-Based Process	Hours	N/A	16		Actual Cost
			Environmental	Hours	N/A	17		Actual Cost
			Residential	N/A	Residential Treatment Services, Room & Board Only	Bed Day	N/A	58

	PROGRAM										TOTAL
	Project Recovery	Project Recovery- Perinatal	Santa Barbara Daniel Bryant Youth & Family Treatment Center	Santa Maria Daniel Bryant Youth & Family Treatment Center	Project Recovery Residential Treatment	ODS Non-NTP Medically Assisted Treatment (MAT)	Lompoc Adult Treatment	Lompoc Adolescent Treatment	Lompoc Startup Costs (Adolescent & Adults)	SAPT & Friday Night Live / Club Live	
	FY 21-24										
GROSS COST:	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 728,851	\$ 51,103	\$ 391,738	\$ 184,747	\$ 30,152	\$ -	\$ 4,066,165
LESS REVENUES COLLECTED BY CONTRACTOR:											
PATENT FEES	\$ 38,675		\$ 200		\$ 10,379		\$ 15,482	\$ 8,632			\$ 73,368
CONTRIBUTIONS	\$ 120,329		\$ 94,583	\$ 202,670							\$ 417,582
OTHER: GOVERNMENT FUNDING	\$ 178,973	\$ 3,500	\$ 224,800	\$ 148,400	\$ 4,472						\$ 560,145
OTHER: PRIVATE INSURANCE	\$ 6,396										\$ 6,396
OTHER: PROGRAM GRANTS			\$ 200,000								\$ 200,000
OTHER: MENTAL HEALTH SERVICES	\$ 24,376		\$ 61,379	\$ 55,774							\$ 141,531
TOTAL CONTRACTOR REVENUES	\$ 368,751	\$ 3,500	\$ 580,962	\$ 406,844	\$ 14,851	\$ -	\$ 15,482	\$ 8,632	\$ -	\$ -	\$ 1,399,022
MAXIMUM (NET) CONTRACT AMOUNT PAYABLE :	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ -	\$ 2,667,163

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**											
Drug Medi-Cal	\$ 584,306	\$ 66,444	\$ 477,410	\$ 125,400	\$ 498,918	\$ 51,103	\$ 357,443	\$ 167,309			\$ 2,328,333
Realignment/SAPT - Discretionary	\$ 30,753				\$ 210,082		\$ 18,813	\$ 8,806	\$ 30,152		\$ 298,606
Realignment/SAPT - Perinatal		\$ 3,497									\$ 3,497
Realignment/SAPT - Adolescent Treatment			\$ 25,127	\$ 6,600							\$ 31,727
Realignment/SAPT - Primary Prevention											\$ -
CaWORKS ³					\$ 5,000						\$ 5,000
Other County Funds											\$ -
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ -	\$ -	\$ -	\$ 110,000	\$ 2,194,640
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ -	\$ 2,667,163
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ -	\$ 2,667,163
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 1,845,177	\$ 209,823	\$ 1,607,611	\$ 396,000	\$ 2,142,000	\$ 153,309	\$ 752,912	\$ 352,230	\$ 60,304	\$ 110,000	\$ 7,528,968

CONTRACTOR SIGNATURE: Scott Whiteley DocuSigned by: Melissa Manjo

A39778315E2546C... FB27946053EC4CE...

FISCAL SERVICES SIGNATURE: _____

***Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.
 **Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.
¹Rate schedule specific to FY 21-22 only. Rates for subsequent years will be based on the State approved schedule.
²Cost of Naltrexone tablets and Acamprosate dose is bundled in the rate for ODS Non-NTP Medically Assisted Treatment (MAT).
³Rates based on approved costs.
⁴CaWorks Rate based on approved costs.

VIII. Add the following Exhibit B-2 – ADP Schedule of Rates and Contract Maximum:

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM**

Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program

AGENCY NAME: Council on Alcoholism and Drug Abuse
COUNTY FISCAL YEAR(S): FY 22-23

(round amounts to the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	13	14	15
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Project Recovery	Project Recovery - Perinatal	Santa Barbara Daniel Bryant Youth & Family Treatment Center	Santa Maria Daniel Bryant Youth & Family Treatment Center	Project Recovery Residential Treatment	ODS Non-NTP Medically Assisted Treatment (MAT)	Lompoc Adult Treatment	Lompoc Adolescent Treatment	Lompoc Startup Costs (Adolescent & Adult)	DJ- PC1000	Carpinteria Start	
1	Contributions	\$ 1,591,065	\$ 509,230	\$ 120,329		\$ 84,583	\$ 202,670							\$ 64,690	\$ 36,958
2	Foundations/Trusts	\$ 75,600	\$ 10,000			\$ 10,000									
3	Miscellaneous Revenue	\$ 200,000	\$ -												
4	Behavioral Wellness Funding	\$ 3,360,556	\$ 2,776,145	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152			\$ 108,982
5	Other Government Funding	\$ 1,924,481	\$ 570,145	\$ 178,973	\$ 3,500	\$ 224,800	\$ 146,400	\$ 4,472							\$ 10,000
6	Private Insurance	\$ 6,396	\$ 6,396	\$ 6,396											
7	Other Program Grants	\$ 260,000	\$ 200,000			\$ 200,000									
8	Investment Income	\$ 296,682	\$ -												
9	Other (specify)	\$ -	\$ -												
10	Total Other Revenue	\$ 7,714,780	\$ 4,071,916	\$ 920,757	\$ 73,441	\$ 1,021,920	\$ 483,070	\$ 718,472	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ 64,690	\$ 155,940	
II. Client and Third Party Revenues:															
11	Client Fees	\$ 455,109	\$ 305,224	\$ 38,675		\$ 200		\$ 10,379		\$ 15,482	\$ 8,632			\$ 231,856	
12	Mental Health Services	\$ 144,936	\$ 141,531	\$ 24,378		\$ 61,379	\$ 55,774								
13	Rental & Miscellaneous Income	\$ 67,797	\$ -												
14	Total Client and Third Party Revenues	\$ 667,842	\$ 446,755	\$ 63,053	\$ -	\$ 61,578	\$ 55,774	\$ 10,379	\$ -	\$ 15,482	\$ 8,632	\$ -	\$ 231,856	\$ -	
15	GROSS PROGRAM REVENUE BUDGET	\$ 8,382,622	\$ 4,518,671	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 728,851	\$ 51,103	\$ 391,738	\$ 184,747	\$ 30,152	\$ 296,546	\$ 155,940	
III. DIRECT COSTS															
III.A. Salaries and Benefits Object Level															
16	Salaries (Complete Staffing Schedule)	\$ 4,728,532	\$ 2,453,787	\$ 568,422	\$ 44,434	\$ 571,821	\$ 331,650	\$ 382,289	\$ -	\$ 203,060	\$ 94,581	\$ 5,233	\$ 149,234	\$ 103,043	
17	Employee Benefits	\$ 570,128	\$ 423,300	\$ 113,887	\$ 9,300	\$ 83,513	\$ 56,872	\$ 63,291		\$ 41,395	\$ 16,915	\$ 1,067	\$ 23,031	\$ 14,027	
18	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
19	Payroll Taxes	\$ 351,739	\$ 192,830	\$ 45,030	\$ 3,388	\$ 44,809	\$ 26,579	\$ 28,836		\$ 16,245	\$ 7,566	\$ 419	\$ 11,835	\$ 7,923	
20	Salaries and Benefits Subtotal	\$ 5,650,399	\$ 3,069,896	\$ 727,339	\$ 57,123	\$ 700,142	\$ 415,101	\$ 474,416	\$ -	\$ 260,700	\$ 119,063	\$ 6,719	\$ 184,101	\$ 124,993	
III.B Services and Supplies Object Level															
21	Equipment Depreciation and Maintenance	\$ 185,636	\$ 92,253	\$ 19,382	\$ 572	\$ 26,166	\$ 540	\$ 17,007		\$ 10,816	\$ 2,420	\$ 5,000	\$ 7,490	\$ 2,859	
22	Medical, Dental and Laboratory Supplies	\$ -	\$ -												
23	Membership Dues	\$ 9,715	\$ 2,442	\$ 736	\$ 20	\$ 631	\$ 138	\$ 350					\$ 527	\$ 40	
24	Equipment Rental and Lease	\$ -	\$ -												
25	Clothing and Personal Supplies	\$ -	\$ -												
26	Food	\$ 38,914	\$ -					\$ 38,914							
27	Laundry Services and Supplies	\$ -	\$ -												
28	Training	\$ 11,324	\$ 6,364	\$ 226		\$ 1,721	\$ 5,136	\$ 284		\$ 243	\$ 425		\$ 129	\$ 200	
29	Telephone/Communications	\$ 103,325	\$ 63,045	\$ 8,895	\$ 539	\$ 14,173	\$ 10,836	\$ 5,484		\$ 3,821	\$ 3,222	\$ 4,500	\$ 11,475	\$ 100	
30	Depreciation - Structures and Improvements	\$ 187,637	\$ 128,883	\$ 17,565	\$ 549	\$ 70,806	\$ 947	\$ 14,271		\$ 10,261	\$ 5,352		\$ 6,587	\$ 2,745	
31	Insurance	\$ 100,779	\$ 56,561	\$ 12,843	\$ 401	\$ 12,843		\$ 10,435		\$ 8,487	\$ 4,730		\$ 4,816	\$ 2,007	
32	Interest Expense	\$ -	\$ -												
33	Maintenance - Structures, Improvements, and Grounds	\$ 125,142	\$ 99,683	\$ 13,760	\$ 864	\$ 23,531	\$ 14,866	\$ 6,658		\$ 14,750	\$ 8,217	\$ 4,500	\$ 10,468	\$ 70	
34	Office Expense	\$ 51,613	\$ 30,594	\$ 5,125	\$ 307	\$ 3,679	\$ 1,450	\$ 6,094		\$ 3,812	\$ 2,178		\$ 7,780	\$ 170	
35	Publications and Legal Notices	\$ 7,735	\$ 4,920	\$ 335	\$ 21	\$ 960	\$ 47	\$ 624				\$ 1,500	\$ 1,434		
36	Rents & Leases - Land, Structure, and Improvements	\$ 46,007	\$ 39,857				\$ 11,520	\$ 17,640		\$ 6,751	\$ 3,376		\$ 570		
37	Taxes and Licenses	\$ 21,385	\$ 17,572	\$ 1,964	\$ 4	\$ 1,967	\$ 21			\$ 3,798	\$ 3,798		\$ 6,020		
38	Drug Screening and Other Testing	\$ 15,328	\$ 14,074	\$ 2,558	\$ 593	\$ 6,222	\$ 404			\$ 3,484	\$ 813				
39	Utilities	\$ 51,975	\$ 33,415	\$ 5,282	\$ 336	\$ 4,296	\$ 1,649	\$ 9,975		\$ 3,813	\$ 1,389		\$ 6,695		
40	Pharmaceutical	\$ -	\$ -												
41	Professional and Special Services	\$ 301,590	\$ 196,250	\$ 32,457	\$ 1,674	\$ 70,681	\$ 3,723	\$ 20,933	\$ 44,438	\$ 7,916	\$ 2,850		\$ 9,760	\$ 1,817	
42	Transportation	\$ 9,648	\$ 9,648	\$ 4,800	\$ 840			\$ 4,008							
43	Travel	\$ 4,213	\$ 3,433			\$ 661	\$ 507	\$ 104		\$ 1,500	\$ 161	\$ 500			
44	Gas, Oil, & Maintenance - Vehicles	\$ -	\$ -												
45	Rents & Leases - Vehicles	\$ -	\$ -												
46	Fundraising Expense	\$ 284,334	\$ -												
47	Program Supplies	\$ 121,452	\$ 19,678	\$ 2,240	\$ 19	\$ 3,895	\$ 1,676	\$ 4,587		\$ 489	\$ 2,656	\$ 3,500	\$ 14	\$ 600	
48	Services and Supplies Subtotal	\$ 1,638,838	\$ 859,584	\$ 128,148	\$ 6,738	\$ 242,031	\$ 53,459	\$ 159,368	\$ 44,438	\$ 79,941	\$ 41,587	\$ 19,500	\$ 73,785	\$ 10,608	
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)															
49		\$ -	\$ -												
50		\$ -	\$ -												
51	SUBTOTAL DIRECT COSTS	\$ 7,289,237	\$ 3,929,280	\$ 855,487	\$ 63,862	\$ 942,173	\$ 468,560	\$ 633,784	\$ 44,438	\$ 340,641	\$ 180,650	\$ 26,219	\$ 257,866	\$ 135,600	
IV. INDIRECT COSTS															
53	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 1,093,365	\$ 589,391	\$ 128,323	\$ 9,579	\$ 141,326	\$ 70,284	\$ 95,068	\$ 6,665	\$ 51,096	\$ 24,067	\$ 3,933	\$ 38,680	\$ 20,340	
54	GROSS DIRECT AND INDIRECT COSTS	\$ 8,382,622	\$ 4,518,671	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 728,851	\$ 51,103	\$ 391,738	\$ 184,747	\$ 30,152	\$ 296,546	\$ 155,940	

IX. Add the following Exhibit B3 Sliding Fee Scale:

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2022-2023**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	13,590	18,310	23,030	27,750	32,470	37,190	41,910	46,630
10	17,910	22,630	27,350	32,070	36,790	41,510	46,230	50,950
15	22,230	26,950	31,670	36,390	41,110	45,830	50,550	55,270
20	26,550	31,270	35,990	40,710	45,430	50,150	54,870	59,590
25	30,870	35,590	40,310	45,030	49,750	54,470	59,190	63,910
30	35,190	39,910	44,630	49,350	54,070	58,790	63,510	68,230
35	39,510	44,230	48,950	53,670	58,390	63,110	67,830	72,550
40	43,830	48,550	53,270	57,990	62,710	67,430	72,150	76,870
45	48,150	52,870	57,590	62,310	67,030	71,750	76,470	81,190
50	52,470	57,190	61,910	66,630	71,350	76,070	80,790	85,510
55	56,790	61,510	66,230	70,950	75,670	80,390	85,110	89,830
60	61,110	65,830	70,550	75,270	79,990	84,710	89,430	94,150
65	65,430	70,150	74,870	79,590	84,310	89,030	93,750	98,470
70	69,750	74,470	79,190	83,910	88,630	93,350	98,070	102,790
75	74,070	78,790	83,510	88,230	92,950	97,670	102,390	107,110
80	78,390	83,110	87,830	92,550	97,270	101,990	106,710	111,430
85	82,710	87,430	92,150	96,870	101,590	106,310	111,030	115,750
90	87,030	91,750	96,470	101,190	105,910	110,630	115,350	120,070

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,133	1,526	1,919	2,313	2,706	3,099	3,493	3,886
10	1,493	1,886	2,279	2,673	3,066	3,459	3,853	4,246
15	1,853	2,246	2,639	3,033	3,426	3,819	4,213	4,606
20	2,213	2,606	2,999	3,393	3,786	4,179	4,573	4,966
25	2,573	2,966	3,359	3,753	4,146	4,539	4,933	5,326
30	2,933	3,326	3,719	4,113	4,506	4,899	5,293	5,686
35	3,293	3,686	4,079	4,473	4,866	5,259	5,653	6,046
40	3,653	4,046	4,439	4,833	5,226	5,619	6,013	6,406
45	4,013	4,406	4,799	5,193	5,586	5,979	6,373	6,766
50	4,373	4,766	5,159	5,553	5,946	6,339	6,733	7,126
55	4,733	5,126	5,519	5,913	6,306	6,699	7,093	7,486
60	5,093	5,486	5,879	6,273	6,666	7,059	7,453	7,846
65	5,453	5,846	6,239	6,633	7,026	7,419	7,813	8,206
70	5,813	6,206	6,599	6,993	7,386	7,779	8,173	8,566
75	6,173	6,566	6,959	7,353	7,746	8,139	8,533	8,926
80	6,533	6,926	7,319	7,713	8,106	8,499	8,893	9,286
85	6,893	7,286	7,679	8,073	8,466	8,859	9,253	9,646
90	7,253	7,646	8,039	8,433	8,826	9,219	9,613	10,006

*For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

**For families/household with more than 8 persons, add \$4,540 for each additional person.

* For multi-year contracts, annual fee schedule will be provided to contractor as it becomes available.

- X. Effectiveness.** The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amended Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First and Second Amended Agreements, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.
- XI. Execution of Counterparts.** This Second Amended Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

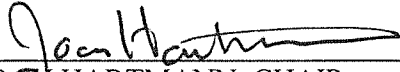
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SIGNATURE PAGE

Second Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Council on Alcoholism and Drug Abuse**.


IN WITNESS WHEREOF, the parties have executed this Second Amended Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS
Date: 8-16-22

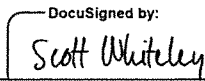
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 8-16-22

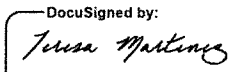
CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By: 
Authorized Representative
Name: Scott whiteley
Title: Executive Director
Date: 8/4/2022

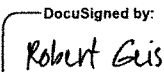
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: 
Deputy County Counsel

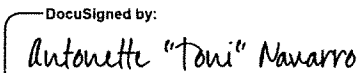
APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: 
Deputy

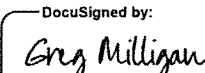
RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: 
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER, DEPARTMENT OF RISK
MANAGEMENT

By: 
Risk Manager