

Board Contract: _____

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

BETWEEN

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS**

AND

**COUNCIL ON ALCOHOL AND
DRUG ABUSE (CADA)**

**FOR
ALCOHOL AND DRUG PROGRAM
AND
MENTAL HEALTH SERVICES**

SECOND AMENDMENT TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC No. 23-091**, is made by and between the **County of Santa Barbara** (County) and **Council on Alcohol and Drug Abuse (CADA)** (Contractor) for the continued provision of services specified herein (hereafter, Second Amended Agreement).

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

WHEREAS, County and Contractor (collectively, the parties) entered into an Agreement for Services of Independent Contractor, **BC No. 23-091**, (Agreement), for the provision of certain mental health and substance use prevention services, for a maximum contract amount not to exceed **\$15,102,450**, inclusive of \$14,332,850 in Alcohol and Drug Program (ADP) funding (\$3,606,650 for FY 23-24 and \$3,575,400 per fiscal year for FY 24-27) and \$769,600 in Mental Health funding (\$192,400 per fiscal year), for the period of July 1, 2023, through June 30, 2027;

WHEREAS, in June 2024 the parties subsequently entered into a First Amendment to the Agreement to update the contract consistent with State requirements by adding contingency payment and contingency cost settlement provisions and by incorporating changes for Medicare practitioner billing and State rate changes with no change to the maximum contract amount and with no change to the contract term (First Amended Agreement); and

WHEREAS, the parties wish to make certain changes to the Agreement through this Second Amendment to update certain standard terms in compliance with state and federal requirements and program budget requirements including and federal award identification information; to terminate the Mental Health Services (MHS) Carpinteria Support, Treatment, Advocacy and Referral Team (START) Program (Exhibit A-6), ending June 21, 2025; to replace Schedule of Codes (Exhibit B-3-ADP); and to increase the total maximum contract amount by \$216,300, for a revised total maximum contract amount of **\$15,318,750**, inclusive of \$15,126,350 in ADP funding (\$3,606,650 for FY 2023-2024 and \$3,839,900 per fiscal year for FY 2024-2027) and \$192,400 in Mental Health funding (\$192,400 for FY 2023-2024 and \$0 for FY 2024-2025), with no change to contract term of July 1, 2023, through June 30, 2027.

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

I. Delete Section 8, Debarment and Suspension, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

8. DEBARMENT AND SUSPENSION.

- A.** Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B.** This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, in addition to the remedies available to the California Department of

Health Care Services and County, the federal government may pursue available remedies including, but not limited to, suspension and/or debarment.

- C. This Agreement is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 376. As such Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- D. Contractor must comply with 2 C.F.R. part 180, as supplemented by 2 C.F.R. part 376, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. Contractor shall also comply with the debarment and suspension provision set forth in EXHIBIT A-1-MHS General Provisions: ADP to this Agreement and EXHIBIT A-5 General Provisions: MHS

II. Delete Section 10, Conflict of Interest, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing. Contractor acknowledges and agrees to comply with state laws on conflict of interest in the performance of this Agreement including, but not limited to, the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.), Public Contract Code Section 10365.5, and Government Code Section 1090.

III. Delete Section 28, Compliance with Law, of the Standard Terms and Conditions of the Agreement, and replace it 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; policies; procedures; directives; guidance; bulletins; information notices; and letters including, but not limited to, those issued by the California Department of Health Care Services (DHCS) 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, policy, procedure, directive, guidance, bulletin, information notice, and/or letter shall be conclusive of that fact as between Contractor and County.

- IV. Delete Section 36, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of the Standard Terms and Conditions of the Agreement, and replace with the following:

36. UNIFORM ADMINISTRATIVE REQUIREMENTS, COSTS PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Contractor shall comply with the requirements of 2 C.F.R. Parts 200 and 300 and 45 C.F.R. part 75, which are incorporated herein by reference.

- V. Delete Section 37, Mandatory Disclosure, Subsection A, Prohibited Affiliations, Subsection 2; Section B, Written Disclosures, Subsection 5, Crimes, i, Violations of Criminal Law; and Section C, Lobbying, Paragraph 1, of the Standard Terms and Conditions of the Agreement, and replace it with the following:

37. MANDATORY DISCLOSURES.

A. Prohibited Affiliations

2. Contractor shall not have prohibited type of relationship by employing or contracting with providers or other individuals and entities from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

B. Written Disclosures.

5. Crimes.

- i. **Violations of Criminal Law.** Contractor must promptly disclose whenever, in connection with this Agreement (including any activities or subcontracts thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. §§ 3729–3733). The disclosure must be made in writing to County, Health and Human Services Office of Inspector General, and DHCS. Contractor is also required to report matters related to County, State, or Federal agency's integrity and performance in accordance with Appendix XII of 2 C.F.R. Part 200. Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. section 200.339 Remedies for noncompliance. (See also 2 C.F.R. Part 180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

- C. **Lobbying.** Contractor shall complete a Certification Regarding Lobbying and set forth in EXHIBIT D, Attachment 1, and, if applicable, a Lobbying Restrictions and Disclosure Certification as set forth in EXHIBIT D, Attachment 2, attached hereto and incorporated herein by reference.

- VI. Delete Section 38, Procurement of Recovered Materials, of the Standard Terms of Conditions of the Agreement, and replace it with the following:

38. PROCUREMENT OF RECOVERED MATERIALS.

- A.** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. section 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- B.** Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

VII. Delete Section 39, Domestic Preferences for Procurements, Section A of the Standard Terms and Conditions of the Agreement, and replace it with the following:

39. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A.** Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

VIII. Delete Section 40, Clean Air Act and Federal Water Pollution Control Act of the Standard Terms and Conditions of the Agreement, and replace it with the following:

40. CLEAN AIR ACT.

- A.** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. section 7401 et seq.
- B.** Contractor agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the County, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C.** Contractor agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with Federal assistance.

IX. Delete Section 41, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment of the Standard Terms and Conditions of the Agreement and replace it with the following:

41. FEDERAL WATER POLLUTION CONTROL ACT.

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- B. Contractor agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the County, Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. Contractor agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part with Federal assistance.

X. Add Section 42, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment of the Standard Terms and Conditions of the Agreement as follows:

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

- A. Contractor is prohibited from obligating or expending loan or grant funds to:
 - a. Procure or obtain covered telecommunications equipment or services;
 - b. Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - c. Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- B. As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:
 - 1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - 2. 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);
 - 3. Telecommunications or video surveillance services provided by such entities or using such equipment; or
 - 4. 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.
- C. For the purposes of this section, “covered telecommunications equipment or services” also includes systems that use covered telecommunications equipment or services as a

substantial or essential component of any system, or as critical technology as part of any system.

- D. 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.
- E. Contractor certifies that it will comply with the prohibition on covered telecommunications equipment and services in this section. Contractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting grant funding and those provided upon submitting payment requests and financial reports.
- F. See [Public Law 115-232](#), section 889 for additional information and 2 C.F.R. section 200.471.

- XI. Delete the title of Exhibit A-6, Statement of Work: MHS Carpinteria START, and replace it with the following:**

**EXHIBIT A-6
STATEMENT OF WORK: MHS
CARPINTERIA START
July 1, 2023-June 21, 2025**

- XII. Delete Exhibit A-6 - Statement of Work: MHS Carpinteria START, Section 3, Services, Paragraph 1, and replace it with the following:**

- 3. SERVICES.** Contractor shall provide the following services to students enrolled at all schools within the Carpinteria Unified School District (CUSD) from July 1, 2023 through June 21, 2025.

- XIII. Delete Exhibit B, Financial Provisions – ADP, Section II, Maximum Contract Amount, and replace it with the following:**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$15,318,750**, inclusive of **\$15,126,350** in Alcohol and Drug Program funding to consist of \$3,606,650 annually for FY 23-24 and \$3,839,900 annually for FY 24-27, and inclusive of **\$192,400** in Mental Health Services funding for FY 23-24, 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.

XIV. Delete Exhibit B, Financial Provisions - MHS, Section II, Maximum Contract Amount, and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$15,318,750**, inclusive of **\$15,126,350** in Alcohol and Drug Program funding to consist of \$3,606,650 annually for FY 23-24 and \$3,839,900 annually for FY 24-27, and inclusive of **\$192,400** in Mental Health Services funding for FY 23-24, of County, State, and/or Federal funds as shown in Exhibit B-1-MHS. 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.

THIS SECTION INTENTIONALLY LEFT BLANK


XV. 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**

(Applicable to programs described in Exhibit A2-A4)

EXHIBIT B-1 ADP DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM							
CONTRACTOR NAME:		Council on Alcoholism and Drug Abuse (CADA)				FISCAL YEAR: 23-24	
Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	\$246.00	2,081	\$512,000
			RESIDENTIAL 3.2	Bed Day	\$246.00	153	\$37,700
			RESIDENTIAL 3.3	Bed Day	\$246.00	0	\$0
			RESIDENTIAL 3.5	Bed Day	\$246.00	558	\$137,300
			RESIDENTIAL 3.7	Bed Day	\$724.00	0	\$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$386.80	0	\$0
			LPHA / Assoc. LPHA	2.16	\$263.44	1,797	\$473,500
			Certified Peer Recovery Specialist	0.00	\$209.08	0	\$0
			Alcohol and Drug Counselor	11.37	\$219.53	9,457	\$2,076,200
				13.53		14,046	\$3,236,700
Contracted Service	Service Type	Reimbursement Method		Rate (if applicable)	Non-Medi-Cal Contract Allocation		
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (1)	Fee-For-Service		n/a	\$64,700		
	Quality Management (2)	Incentive		n/a	\$64,700		
	Utilization Management (2)	Incentive		n/a	\$64,700		
	Board and Care (5)	Negotiated Rate & Contingent Cost Reimbursement		\$50.00 Per Day	\$139,600		
	CalWORKs	Negotiated Rate		\$50.00 Per Day	\$5,000		
	Contingency Management	Cost Reimbursement		n/a	\$31,250		
						\$369,950	
Total Contract Maximum Per Fiscal Year							
\$3,606,650							
Contract Maximum by Program & Estimated Funding Sources							
Funding Sources (3)	PROGRAM(S)						Total
	Outpatient Treatment Programs	Residential Treatment Programs	Contingency Management Startup (FY23-24 Only)				
Medi-Cal Patient Revenue (4)	\$ 2,549,700	\$ 687,000					\$ 3,236,700
Realignment/SAPT - Non-Medi-Cal Services (1)	\$ 51,000	\$ 13,700					\$ 64,700
Realignment Quality Assurance Incentive (2)	\$ 51,000	\$ 13,700					\$ 64,700
Realignment Utilization Review Incentive (2)	\$ 51,000	\$ 13,700					\$ 64,700
Realignment/SAPT - Board and Care (5)		\$ 139,600					\$ 139,600
SAPT - Non-Medi-Cal Services (5)							\$ -
CalWORKS		\$ 5,000					\$ 5,000
Other State Funds			\$ 31,250				\$ 31,250
Other County Funds							\$ -
TOTAL CONTRACT PAYABLE FY 23-24:	\$ 2,702,700	\$ 853,700	\$ 31,250	\$ -	\$ -	\$ -	\$ 3,606,650
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div> CONTRACTOR SIGNATURE: FISCAL SERVICES SIGNATURE: </div> <div> <div style="border-bottom: 1px solid black; width: 150px; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; width: 150px; margin-bottom: 5px;"></div> <div style="font-size: small;"> 96D40AB0C0AD408... </div> </div> </div>							
<div style="font-size: x-small;"> (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients. (2) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section XX of the agreement for required deliverables. (3) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract. (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds. (5) Provider is paid monthly at a provisional rate. Service type is subject to cost settlement. If costs are higher than the provisional rate, then reimbursement is subject to availability of SARB funds </div>							

EXHIBIT B-1 – ADP SCHEDULE OF RATES AND CONTRACT MAXIMUM (Continued)

EXHIBIT B-1 ADP DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM							
CONTRACTOR NAME:		Council on Alcoholism and Drug Abuse (CADA)				FISCAL YEAR: 24-27	
Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target	Medi-Cal Contract Allocation
Medi-Cal Billable Services	24-Hour Services	Residential	RESIDENTIAL 3.1	Bed Day	\$246.00	2,081	\$512,000
			RESIDENTIAL 3.2	Bed Day	\$246.00	153	\$37,700
			RESIDENTIAL 3.3	Bed Day	\$246.00	0	\$0
			RESIDENTIAL 3.5	Bed Day	\$246.00	558	\$137,300
			RESIDENTIAL 3.7	Bed Day	\$724.00	0	\$0
	Outpatient Services Fee-For-Service	Behavioral Health Provider	Physician	0.23	\$833.90	187	\$156,200
			Psychologist/ Pre-licensed Psychologist	0.23	\$419.21	187	\$78,500
			LPHA / Assoc. LPHA	3.15	\$271.28	2,621	\$711,000
			Certified Peer Recovery Specialist	0.00	\$214.32	0	\$0
			Alcohol and Drug Counselor	9.90	\$225.02	8,237	\$1,853,500
				13.50		14,024	\$3,486,200
Contracted Service	Service Type	Reimbursement Method		Rate (If applicable)	Non-Medi-Cal Contract Allocation		
Non-Medi-Cal Billable Services	Non-Medi-Cal Services (1)	Fee-For-Service		n/a	\$69,700		
	Quality Management (2)	Incentive		n/a	\$69,700		
	Utilization Management (2)	Incentive		n/a	\$69,700		
	Board and Care (5)	Negotiated Rate & Contingent Cost Reimbursement		\$50.00 Per Day	\$139,600		
	CalWORKs	Negotiated Rate		\$50.00 Per Day	\$5,000		
					\$353,700		
Total Contract Maximum Per Fiscal Year						\$3,839,900	
Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	Outpatient Treatment Programs	Residential Treatment Programs	PROGRAM(S)				
Medi-Cal Patient Revenue (4)	\$ 2,799,200	\$ 687,000					\$ 3,486,200
Realignment/SAPT - Non-Medi-Cal Services (1)	\$ 56,000	\$ 13,700					\$ 69,700
Realignment Quality Assurance Incentive (2)	\$ 56,000	\$ 13,700					\$ 69,700
Realignment Utilization Review Incentive (2)	\$ 56,000	\$ 13,700					\$ 69,700
Realignment/SAPT - Board and Care (5)		\$ 139,600					\$ 139,600
SAPT - Non-Medi-Cal Services (5)							\$ -
CalWORKs		\$ 5,000					\$ 5,000
Other State Funds							\$ -
Other County Funds							\$ -
TOTAL CONTRACT PAYABLE FY 24-25:	\$ 2,967,200	\$ 872,700	\$ -	\$ -	\$ -	\$ -	\$ 3,839,900
TOTAL CONTRACT PAYABLE FY 25-26:	\$ 2,967,200	\$ 872,700	\$ -	\$ -	\$ -	\$ -	\$ 3,839,900
TOTAL CONTRACT PAYABLE FY 26-27:	\$ 2,967,200	\$ 872,700	\$ -	\$ -	\$ -	\$ -	\$ 3,839,900
TOTAL CONTRACT PAYABLE:	\$ 8,904,600	\$ 2,618,100	\$ -	\$ -	\$ -	\$ -	\$ 11,519,700
<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div> <p>CONTRACTOR SIGNATURE: _____</p> <p>FISCAL SERVICES SIGNATURE: _____</p> </div> <div style="text-align: center;"> <p>DocuSigned by:  2F5E4AFD546476 96D40AB0C0AD408...</p> </div> </div>							
<p>(1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.</p> <p>(2) Quality & Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section XX of the agreement for required deliverables.</p> <p>(3) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.</p> <p>(4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, General Fund, Grants, Other Departmental Funds.</p> <p>(5) Provider is paid monthly at a provisional rate. Service type is subject to cost settlement. If costs are higher than the provisional rate, then reimbursement is subject to availability of SABG funds</p>							

XVI. Delete Exhibit B-1- MHS: Schedule of Rates and Contract Maximum, and replace it with the following:

EXHIBIT B-1-MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to program described in Exhibit A-6)

EXHIBIT B-1 MH
DEPARTMENT OF BEHAVIORAL WELLNESS
SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Council of Alcoholism and Drug Abuse (CADA)

FISCAL YEAR: 2023-2024

Contracted Service	Service Type	Provider Group	Practitioner Type	Full Time Equivalent Staffing	Hourly Rate (Avg. Direct Bill rate)	Medi-Cal Target Hours	Medi-Cal Contract Allocation
Medi-Cal Billable Services	Outpatient Services Fee-For-Service	Behavioral Health Provider	Psychologist/ Pre-licensed Psychologist	0.00	\$386.80	0	\$0
			LPHA / Assoc. LPHA	2.00	\$263.44	689	\$181,510
			Certified Peer Recovery Specialist	0.00	\$209.08	0	\$0
			Rehabilitation Specialists & Other Qualified Providers	0.00	\$198.63	0	\$0
				2.00		689	\$181,510

Contracted Service	Service Type	Reimbursement Method	Non-Medi-Cal Contract Allocation
Non-Medi-Cal Billable Services	Outpatient Non-Medi-Cal Services (1)	Fee-For-Service	\$3,630
	Quality Assurance & Utilization Management (2)	Incentive	\$7,260
			\$10,890

Total Contract Maximum **\$192,400**

Contract Maximum by Program & Estimated Funding Sources							Total
Funding Sources (3)	PROGRAM(S)						
	Carpinteria Start						
Medi-Cal Patient Revenue (4)	\$ 181,510						\$ 181,510
Realignment Non-Medi-Cal Services	\$ -						\$ -
Realignment QA / UM Incentive	\$ -						\$ -
MHSA QA / UM Incentive	\$ 7,260						\$ 7,260
MHSA Non-Medi-Cal Services	\$ 3,630						\$ 3,630
MHSA Non-Medi-Cal Program	\$ -						\$ -
TOTAL CONTRACT PAYABLE:	\$ 192,400	DocuSigned by:					\$ 192,400

CONTRACTOR SIGNATURE:

FISCAL SERVICES SIGNATURE:

DocuSigned by: *Victoria Rightmire*
Christie Boyer
99D40AB0C0AD408...

- (1) Outpatient Non-Medi-Cal service allocation is intended to cover services provided to Non-Medi-Cal client services at the same Fee-For-Service rates as noted for Medi-Cal clients.
- (2) Quality Assurance and Utilization Management incentive payment requires the implementation of specific deliverables. If deliverables are not met then contractor is not eligible for incentive payment. Refer to Exhibit B, Section V of the agreement for required deliverables.
- (3) The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.
- (4) Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental Funds and SB 163.

XVII. Delete Exhibit B-3 – ADP: Schedule of Codes, and replace it with the following:

EXHIBIT B-3 ADP SCHEDULE OF CODES			
EXHIBIT B-3 ADP DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF CODES Outpatient Non-Medical Direct Services			
Provider type		Taxonomy Codes	
Psychologist/ Pre-licensed Psychologist		102L, 103G, 103T	
LPHA		1012, 101Y, 102X, 103K, 106H, 1714, 222Q, 225C,	
LCSW		106E, 1041	
Peer Recovery Specialist		175T	
Other Qualified Providers (including Alcohol and Drug Counselor)		101YA, 146D, 146L, 146M, 146N, 171M, 374K, 2258, 2260, 4053, 171R, 172V, 3726, 373H, 374U, 376J	

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment	15
96130	Psychological Testing Evaluation, First Hour	Assessment	60
96131	Psychological Testing Evaluation, Each Additional Hour	Assessment	60
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment	26
G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23
G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60
G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10
H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15
H0049	Alcohol and/or drug screening	Assessment	15
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15
90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15
96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non- Physician. Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60
H1000	Prenatal Care, at risk assessment.	Care Coordination	15
T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15
99496	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.	Discharge Services	15
T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15
90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	Family Therapy	38
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	Family Therapy	38
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Family Therapy	15
H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15
H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15
H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15
T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15
H0025	Behavioral Health Prevention Education service, delivery of service with target population to affect knowledge, attitude, and/or behavior.	Peer Support Service	15
H0038	Self-help/peer services, per 15 minutes	Peer Support Service	15
H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15
H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60

EXHIBIT B-3 ADP
SCHEDULE OF CODES (Continued)

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
H0007	Alcohol and/or drug services; crisis intervention (outpatient),	SUD Crisis Intervention	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15
96170	Health behavior intervention, family (without the patient present), face-to-face. 16-30 minutes	Supplemental Services	30
96171	Health behavior intervention, family (without the patient present), face-to-face. Each additional 15 minutes.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (Use this code to submit claims for Patient Education Services).	Treatment Planning	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15
H2027	Psychoeducational Service, per 15 minutes	Treatment Planning	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MHP/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

EXHIBIT B-3 ADP SCHEDULE OF CODES (Continued)

EXHIBIT B-3 ADP DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF CODES Outpatient Medical Prescriber Services			
Provider type		Taxonomy Codes	
Physician (including Psychiatrist)		202C, 202D, 202K, 204C, 204D, 204E, 204F, 204R, 207K, 207L, 207N, 207P, 207Q, 207R, 207S, 207T, 207U, 207V, 207W, 207X, 207Y, 207Z, 2080, 2081, 2082, 2083, 2084, 2085, 208C, 208D, 208G, 208M, 208U,	
Nurse Practitioner		363L	
Physician's Assistant		363A	

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
90791	Psychiatric Diagnostic Evaluation, 15 Minutes	Assessment	15
90792	Psychiatric Diagnostic Evaluation with Medical Services, 15 Minutes	Assessment	15
90865	Nacrosynthesis for Psychiatric Diagnostic and Therapeutic Purposes, 15 Minutes	Assessment	15
90885	Psychiatric Evaluation of Hospital Records, Other Psychiatric Reports, Psychometric and/or Projective Tests, and Other Accumulated Data for Medical Diagnostic Purposes, 15 Minutes	Assessment	15
98966	Telephone Assessment and Management Service, 5-10 Minutes	Assessment	8
98967	Telephone Assessment and Management Service, 11-20 Minutes	Assessment	16
98968	Telephone Assessment and Management Service, 21-30 Minutes	Assessment	26
99202	Office or Other Outpatient Visit of New Patient, 15-29 Minutes	Assessment	22
99203	Office or Other Outpatient Visit of a New patient, 30- 44 Minutes	Assessment	37
99204	Office or Other Outpatient Visit of a New Patient, 45- 59 Minutes	Assessment	52
99205	Office or Other Outpatient Visit of a New Patient, 60- 74 Minutes	Assessment	67
99212	Office or Other Outpatient Visit of an Established Patient, 10-19 Minutes	Assessment	15
99213	Office or Other Outpatient Visit of an Established Patient, 20-29 Minutes	Assessment	25
99214	Office or Other Outpatient Visit of an Established Patient, 30-39 Minutes	Assessment	35
99215	Office or Other Outpatient Visit of an Established Patient, 40-54 Minutes	Assessment	47
99441	Telephone Evaluation and Management Service, 5-10 Minutes	Assessment	8
99442	Telephone Evaluation and Management Service, 11-20 Minutes	Assessment	16
99443	Telephone Evaluation and Management Service, 21-30 Minutes	Assessment	26
G0396	Alcohol and/or substance (other than tobacco) abuse structured assessment. 15-30 Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	23
G0397	Alcohol and/or substance (other than tobacco) abuse structured assessment. 30+ Minutes. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	60
G2011	Alcohol and/or substance (other than tobacco) abuse structured assessment 5 -14 Min. (Note: Use codes G2011, G0396, and G0397 to determine the ASAM Criteria).	Assessment	10
H0001	Alcohol and/or drug assessment. (Note: Use this code for screening to determine the appropriate delivery system for beneficiaries seeking services)	Assessment	15
H0003	Alcohol and/or drug screening. Laboratory analysis	Assessment	15
H0048	Alcohol and/or other drug testing. (Note: Use this code to submit claims for point of care tests)	Assessment	15
H0049	Alcohol and/or drug screening	Assessment	15
90882	Environmental intervention for medical management purposes on a psychiatric patient's behalf with agencies, employers, or institutions.	Care Coordination	15
90889	Preparation of report of patient's psychiatric status, history, treatment, or progress (other than for legal or consultative purpose) for other individuals, agencies, or insurance carries.	Care Coordination	15
96160	Administration of patient-focused health risk assessment instrument.	Care Coordination	15
99367	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Physician, Patient and/or Family not Present. 30 Minutes or More	Care Coordination	60
99368	Medical Team Conference with Interdisciplinary Team of Health Care Professionals, Participation by Non-Physician, Patient and/or Family Not Present. 30 Minutes or More	Care Coordination	60
99451	Inter-Professional Telephone/Internet/ Electronic Health Record Assessment Provided by a Consultative Physician, 5-15 Minutes	Care Coordination	17
H1000	Prenatal Care, at risk assessment.	Care Coordination	15

**EXHIBIT B-3 ADP
SCHEDULE OF CODES (Continued)**

Code	Code Description	Code Type	Time Associated with Code (Mins) for Purposes of Rate
90785	Interactive Complexity	Supplemental Services	Occurrence
T1017	Targeted Case Management, Each 15 Minutes	Care Coordination	15
99495	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 14 calendar days.	Discharge Services	15
99496	Transitional Care Management Services: Communication (direct contact, telephone, electronic) within 7 calendar days.	Discharge Services	15
T1007	Alcohol and/or substance abuse services, treatment plan development and/or modification.	Discharge Services	15
90846	Family Psychotherapy (Without the Patient Present), 26-50 minutes	Family Therapy	38
90847	Family Psychotherapy (Conjoint psychotherapy with Patient Present), 26-50 minutes	Family Therapy	38
90849	Multiple-Family Group Psychotherapy, 15 Minutes	Family Therapy	15
H0005	Alcohol and/or drug services; group counseling by a clinician, 15 minutes.	Group Counseling	15
99408	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SB) services. 15-30 minutes.	Individual Counseling	23
99409	Alcohol and/or substance (other than tobacco) abuse structural screening (e.g., AUDIT, DAST), and brief intervention (SB) services. Greater than 30 minutes.	Individual Counseling	60
H0004	Behavioral health counseling and therapy, 15 minutes.	Individual Counseling	15
H0050	Alcohol and/or Drug Services, brief intervention, 15 minutes (Code must be used to submit claims for Contingency Management Services)	Individual Counseling	15
T1006	Alcohol and/or substance abuse services, family/couple counseling	Individual Counseling	15
G2212	Prolonged Office or Other Outpatient Evaluation and Management Service(s) beyond the Maximum Time; Each Additional 15 Minutes	Medication Services	15
H0033	Oral Medication Administration, Direct Observation, 15 Minutes	Medication Services	15
H0034	Medication Training and Support, per 15 Minutes	Medication Services	15
H0008	Alcohol and/or drug services: (hospital inpatient) Subacute detoxification	Recovery Services	15
H0009	Alcohol and/or drug services: (hospital inpatient) Acute detoxification	Recovery Services	15
H2015	Comprehensive community support services, per 15 minutes	Recovery Services	15
H2017	Psychosocial Rehabilitation, per 15 Minutes	Recovery Services	15
H2035	Alcohol and/or other drug treatment program, Per Hour Except with modifiers 59, XE, XP, or XU. Modifiers have to be on the target or excluded service.	Recovery Services	60
H0007	Alcohol and/or drug services; crisis intervention (outpatient),	SUD Crisis Intervention	15
90887	Interpretation or Explanation of Results of Psychiatric or Other Medical Procedures to Family or Other Responsible Persons, 15 Minutes	Supplemental Services	15
96170	Health behavior intervention, family (patient not present), face-to-face. 16-30 Min.	Supplemental Services	30
96171	Health behavior intervention, family (patient not present), face-to-face. Each add'l. 15 Min.	Supplemental Services	15
T1013	Sign Language or Oral Interpretive Services, 15 Minutes	Supplemental Services	15
H2014	Skills training and development, per 15 minutes. (Patient Education Services).	Treatment Planning	15
H2021	Community-Based Wrap-Around Services, per 15 Minutes	Treatment Planning	15
H2027	Psychoeducational Service, per 15 minutes	Treatment Planning	15

(1) The State Department of Health Care Services (DHCS) routinely updates CPT and HCPC codes. Refer to the DHCS County Claims Customer Services Library 'Specialty Mental Health Services Table' online at <https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx> for a complete list of codes and associated billing requirements.

XVIII. 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 and First Amended Agreement, except as expressly modified and superseded by this Second Amended Agreement, 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.

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

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

COUNTY OF SANTA BARBARA:

By:


LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Date:

6-3-25

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By:


Deputy Clerk

Date:

6-3-25

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By:

DocuSigned by:

2F5E4AFFD940476...
Authorized Representative

Name:

victoria rightmire

Title:

Executive Director


Date:

5/22/2025

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL


By:

Signed by:

40A252DEFFD9466...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFER, CPA
AUDITOR-CONTROLLER

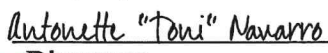
By:

DocuSigned by:

6BAAEA15901943F...
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By:

DocuSigned by:

Director

APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By:

Signed by:

Risk Manager