



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

January 11, 2022

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

BEHAVIORAL WELLNESS DEPARTMENT

File Reference No. 22-00030

RE: Consider recommendations regarding a First Amendment to the Council on Alcoholism and Drug Abuse (CADA) Organized Delivery System and Mental Health Services (MHS) Act, Fiscal Years (FYs) 2021-2024, as follows:

a) Approve and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with CADA (BC 21-013), a California nonprofit (a local vendor), to update Alcohol and Drug Program (ADP) services to add facility names for Outpatient Services and Intensive Outpatient Services, add language for 3.5 Level Residential Treatment, terminate Friday Night Live and Club Live program services for subsequent years, add a Federal Award Identification Table required for Substance Abuse Prevention and Treatment programs, and decrease the total maximum contract amount by \$220,000.00 in ADP funding for FYs 2022-2024, for a total Maximum Contract Amount not to exceed \$6,690,866.00, inclusive of \$6,363,920.00 ADP funding with \$2,194,640.00 for FY 21-22, \$2,084,640.00 for FY 22-23, and \$2,084,640.00 for FY 2023-2024, with a total MHS funding amount of \$326,946.00 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) Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement per Section 26 of the Agreement; authorize additional services per Exhibit A-7 of the Agreement; amend program staffing requirements per Exhibit A-7 of the Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Agreement; approve that use of the County Maximum Allowable rate was waived for settlement purposes in the year-end cost settlement per Exhibit B MHS of the Agreement; and amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

c) 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 is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

January 11, 2022

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

- a) Approved and authorized; Chair to execute;
- b) Delegated; and
- c) 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: January 11, 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 ds
AN
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
SUBJECT: Behavioral Wellness – Council on Alcoholism and Drug Abuse Organized Delivery System and Mental Health Services Act FY 21-24 First Amendment

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- A. Approve and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with **Council on Alcoholism and Drug Abuse** (BC 21-013) (CADA), a California nonprofit (a local vendor), to update Alcohol and Drug Program services to add facility names for Outpatient Services and Intensive Outpatient Services, add language for 3.5 Level Residential Treatment, terminate Friday Night Live and Club Live program services for subsequent years, add a Federal Award Identification Table required for Substance Abuse Prevention and Treatment programs, and decrease the total maximum contract amount by **\$220,000** in ADP funding for FY 22-24, 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;
- B. Delegate to the Director of the Department of Behavioral Wellness or designee the authority to make immaterial changes to the Agreement per Section 26 of the Agreement; authorize additional services per Exhibit A-7 of the Agreement; amend program staffing requirements per Exhibit A-7 of the Agreement; reallocate funds between funding sources per Exhibits B ADP and MHS of the Agreement; adjust the provisional rate per Exhibits B ADP and MHS of the Agreement; approve that use of the County Maximum Allowable rate was waived for settlement purposes in the year-

end cost settlement per Exhibit B MHS of the Agreement; and amend the program goals, outcomes, and measures per Exhibits E ADP and MHS of the Agreement, all without altering the Maximum Contract Amount and without requiring formal amendment of the Agreement, subject to the Board's ability to rescind this delegated authority at any time; and

- C. 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 is therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA Guidelines.

Summary Text: The above-referenced contract is on the agenda to request the Board of Supervisors (Board) approve and authorize the Chair to execute the First Amendment to the Agreement for Services of Independent Contractor with CADA, which was approved by the Board in June 2021, to decrease the total maximum contract amount by \$220,000, to update ADP services that include adding facility names for Outpatient Services and Intensive Outpatient Services, add language for 3.5 Level Residential Treatment, terminate Friday Night Live and Club Live program services for subsequent years, and add 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 for the period of July 1, 2021 through June 30, 2024, subject to annual appropriation of budgeted funds. Approval of the recommended actions will allow the Department of Behavioral Wellness (BWell) to provide necessary and enhanced ADP Residential Treatment services, terminate the operation of the Friday Night Live and Club Live by CADA in order to revert the program back to BWell for administration of the program, and comply with State and Federal requirements.

Background: 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. 18-95148, approved by the Board in October 2018. On June 15, 2021, the Board of Supervisors entered into an agreement with CADA for the provision of ADP Substance Use Disorder Drug Medi-Cal Organized System of Care services under the DHCS DMC-ODS pilot program and the provision of Mental Health Services.

This First Amendment is to update the Exhibit A-2 ADP Statement of Work Outpatient Services (OS) and Intensive Outpatient Services (IOS) to add facility names for clarification and to add 3.5 Level Residential Treatment services to Exhibit A-4 ADP Residential Treatment Services to increase access to care once CADA has been certified by the State to begin services. CADA is currently going through the state certification process to provide 3.5 Level services. Approval is anticipated to occur in early 2022.

BWell is also adding language to Exhibit A-5 ADP Friday Night Live (FNL) and Club Live to terminate the prevention program as of June 30, 2022. ADP has decided to return the administration of this program to BWell due to ADP having received additional prevention grant funds to administer alcohol and drug prevention programs in the local schools. This action will provide a more streamlined and comprehensive delivery system of prevention services to the school districts.

Due to these changes, BWell is also updating the Exhibit B Financial Provisions ADP, the Exhibit B-1 Schedule of Rates, and Contract Maximum to decrease ADP funds by \$220,000 and add the 3.5 level of service. In addition, BWell is adding an Attachment A - Federal Award Identification Table for compliance with State and Federal requirements for Substance Abuse Prevention and Treatment.

Performance Outcomes:

During the 1st quarter of FY 2021-22 CADA achieved the following:

1. Youth Outpatient Treatment Programs (Level 1.0): It served 61 youth with 26 discharges. Out of the number served, 100% initiated treatment; no one immediately dropped out of treatment; 94% engaged in treatment; 80% were retained in treatment; and 37% successfully completed treatment.
2. Adult Outpatient Treatment Programs (Level 1.0): It served 58 clients with 26 discharges; 100% initiated treatment; no one immediately dropped out of treatment; 97% engaged in treatment; 65% were retained in treatment; and 35% successfully completed treatment.
3. Adult Outpatient Treatment Programs (Level 2.1): There were no clients in this level of care for Q1 of this current FY.
4. Residential Treatment (Level 3.1): It served 25 clients with 20 discharges; 100% of clients initiated treatment; 4% immediately dropped out of treatment; 96% engaged in treatment; 65% were free of primary drug use at time of discharge; and 55% transferred to treatment or a lower level of care within 14 days.
5. Residential Treatment (Withdrawal Management Level 3.2): It served 10 clients with 8 discharges; no one immediately dropped out of treatment; 75% successfully completed treatment; 60% were free of primary drug use at time of discharge; 50% transferred to treatment or a lower level of care within 14 days; no one was re-admitted within 14 days; and 88% were not re-admitted within 30 days.
6. Perinatal: It served 16 clients with 5 discharges; 40% were abstinent at discharge with drug-free births; and 20% successfully completed treatment.
7. Medication Assisted Treatment (MAT): Treatment consisted of suboxone (6 clients); no one received Vivitrol; and "other" MAT (5 clients).
8. START Program: It served 7 clients with no discharges. There were no new out-of-primary home placements; 100% of clients were enrolled in school, training programs, or volunteering; there were no hospital or jail days; 100% had stable/permanent housing; and there were no discharges to a higher *or* lower level of care.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>CADA FY 21-22 Cost:</u>	<u>CADA FY 22-23 Cost:</u>	<u>CADA FY 23-24 Cost:</u>
General Fund			
State	\$ 1,151,811	\$ 1,096,811	\$ 1,096,811
Federal	\$ 1,151,811	\$ 1,096,811	\$ 1,096,811
Fees			
Other:			
Total	\$ 2,303,622	\$ 2,193,622	\$ 2,193,622
Grand Total			\$ 6,690,866

Narrative: The above-referenced contract is funded by State and Federal funds. The funding sources are included in the FY 21-22 Adopted Budget. For FY 22-23 and FY 23-24, the budget is contingent on Board approval.

Page 4 of 4

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.

Special Instructions:

Please email one (1) complete executed First Amendment and one (1) minute order to dmorales@co.santa-barbara.ca.us and bwellcontractsstaff@co.santa-barbara.ca.us.

Attachments:

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

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

Authored by:

D. Morales

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

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #21013** (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara** (County or Department) 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 21013, on June 15, 2021 for the provision of alcohol and drug services and mental health services for the period July 1, 2021 to June 30, 2024 for a total Maximum Contract Amount not to exceed **\$6,910,866**;

WHEREAS, this First Amended Agreement: updates 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 to add Alcohol and Drug Program 3.5 Level Residential Treatment Services, Exhibit A-5 Friday Night Live and Club Live to add a termination date of June 30, 2022; Exhibit B – ADP Financial Provisions and Exhibit B-1 Schedule of Rates and Contract Maximum: ADP to decrease ADP funds by \$220,000 for FY 22-24; and, adds 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 otherwise incorporates the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors on June 15, 2021, except as modified by this First Amended Agreement.

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

- I. Delete Section 1 Program Summary of Exhibit A-2 Statement of Work: ADP Outpatient Services (OS) and Intensive Outpatient Services (IOS), and replace it with the following:**

**EXHIBIT A-2
STATEMENT OF WORK: ADP
OUTPATIENT SERVICES (OS) AND INTENSIVE OUTPATIENT SERVICES (IOS)**

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.
2. Daniel Bryant Youth and Family Treatment Center - 526 East Chapel St., Santa Maria, California.
3. Project Recovery - 133 E. Haley St., Santa Barbara, California.

II. Delete Section 1 Program Summary of Exhibit A-4 Statement of Work: ADP Residential Treatment Services, and replace it with the following:

**EXHIBIT A-4
STATEMENT OF WORK: ADP
RESIDENTIAL TREATMENT SERVICES**

1. PROGRAM SUMMARY.

The Contractor shall provide residential alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist adult (age 18 and older) clients with substance use disorder diagnoses to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling and drug testing. The Program shall be licensed by the Department of Health Care Services (DHCS) for residential treatment and be Drug Medi-Cal (DMC)-certified to provide Residential Treatment Services for 12 adults with an ASAM designation of Level 3.1, Withdrawal Management 3.2, and Level 3.5 when certification from the State has been verified and approved by the County. The Program will be located at:

- A. Project Recovery Residential Detox Program - 1020 Placido Ave., Santa Barbara, California – **Non-perinatal adults**

III. Delete Subsection C through K of Section 3 Services of Exhibit A-4 Statement of Work: ADP Residential Treatment Services, and replace it with the following:

C. Residential Treatment Services, ASAM Level 3.5.

Clinically Managed High-Intensity Residential Services that are designed to serve individuals whose addiction is currently so out of control that they need a 24-hour supportive treatment environment to initiate or continue a recovery process that has failed to progress. Their multidimensional needs are of such severity that they cannot be treated in less intensive levels of care. Clients within this level of care can require up to 15–25 hours of treatment services per week.

D. Requirements Applicable to All Residential Services (ASAM Level 3.1 and ASAM Level 3.5).

1. **Minimum Requirements.** Residential services must include a minimum of fourteen (14) hours of treatment services per week; services may include group, individual counseling sessions, and family counseling. Contractor shall ensure that lengths of stay do not exceed 90 days with the average length of stay being 45 days. Residential services shall focus on interpersonal and independent living skills and access to community support systems. Contractor shall work with clients collaboratively to define barriers, set priorities, establish individualized goals,

create treatment plans and solve problems. Services shall be provided daily on the premises as scheduled.

2. **Residential Services.** Residential Services may include:

- i. **Intake and Assessment:** The process of determining that a client meets the Medical Necessity criteria and admitting the client into a SUD treatment program. Intake must include: completion of all intake paperwork; evaluation or analysis of substance use disorders; diagnosis of substance use disorders; and assessment of treatment needs to provide medically necessary services. Intake may also include a physical examination and laboratory testing necessary for SUD and treatment planning.
- ii. **Group Counseling:** Group counseling services means face-to-face contacts with one or more therapists or counselors who treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.
- iii. **Individual Counseling:** Contacts between a client and a LPHA or counselor which will focus on psychosocial issues related to substance use and goals outlined in the client's individualized treatment plan. Contacts with a client shall be in compliance with all relevant county, state, and federal requirements that are now in force or that may hereafter be in force including, but not limited to, DHCS Behavioral Health Information Notice No: 20-009.
- iv. **Patient Education:** Provide research-based education on addiction, treatment, recovery, and associated health risks.
- v. **Family Therapy or Family Counseling/Education:** Includes a beneficiary's family members and loved ones in the treatment process, and education about factors that are important to the beneficiary's recovery as well as their own recovery can be conveyed. Family therapy may only be provided by an LPHA while Family Counseling / Education may be provided by an AOD Counselor.
- vi. **Safeguarding Medications:** Facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.
- vii. **Collateral Services:** Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. "Significant persons" are individuals that have a personal, not official or professional, relationship with the client.
- viii. **Crisis Intervention Services:** Contact between a therapist or counselor and a client in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis Intervention Services shall be limited to the stabilization of the client's emergency situation.
- ix. **Treatment Planning:** The Contractor shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan will be completed upon intake and then updated every subsequent 90 days unless there is a change in treatment modality or

significant event that would then require a new treatment plan. The treatment plan will be consistent with the qualifying diagnosis and will be signed by the client and the Medical Director or LPHA.

- x. **Transportation Services:** Provision of or arrangement for transportation to and from medically necessary treatment.
- xi. **Discharge Services:** The process to prepare the client for referral into another level of care, post-treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

E. Case Management Services.

Case Management Services are medically necessary services provided by a LPHA or registered/certified AOD counselor to assist clients in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These services focus on coordination of SUD care, integration around primary care (especially for clients with a chronic SUD), and interaction with the criminal justice system, if needed. All Case Management services should be provided in the context of an individualized client treatment plan that includes specific Case Management goals and identifies Case Management services. Contractor shall provide Case Management to clients who meet medical necessity as outlined in the *Department Policy 7.008 Drug Medi-Cal Organized Delivery System (DMC-ODS) Case Management*. Case Management may include:

1. **Transition to A Higher or Lower Level of SUD Care.** Transfers to the next service provider will be completed through “warm hand-offs”.
2. **Communication, Coordination, Referral and Related Activities.** These activities help link the client with medical, social, or educational providers, or other programs and services that are capable of providing needed services to address identified needs and achieve goals specified in the client treatment plan.
3. **Monitoring Service Delivery to Ensure Client Access to Service and the Service Delivery System.** Monitoring and associated follow-up activities are necessary to adequately address the client’s needs, and may be done with the client, family members, service providers, or other entities or individuals and may be conducted as frequently as necessary.
4. **Monitoring the Client’s Progress.** This includes making any necessary modifications to the client’s treatment plan and updating service arrangements with providers. Monitoring does not include evaluation or “check-ins” with a client when all client treatment plan goals have been met.
5. **Patient Advocacy, Linkages to Physical and Mental Health Care, Transportation and Retention in Primary Care Services.** All services, including transportation for the purposes of continuous engagement, support and linkage to treatment services, must link back to the stated goals and interventions in the client’s treatment plan.

F. Recovery Services.

Recovery Services are medically necessary services to assist clients in the recovery and wellness process following a completed course of treatment. Recovery Services are designed to emphasize the client’s central role in managing their health, promote the

use of effective self-management support strategies, and provide internal and community resources to support ongoing self-management. All Recovery Services should be provided in the context of an individualized client treatment plan that includes specific goals and identifies Substance Use Disorder Assistance services including peer-to-peer services and relapse prevention as needed. Contractor shall provide Recovery Services to clients who have completed their course of treatment and meet medical necessity as outlined in the *Department Policy #7.010 Drug Medi-Cal Organized Delivery System (DMC-ODS) Recovery Services*. Recovery Services may include:

1. **Outpatient Counseling Services in the Form of Individual or Group Counseling.** Outpatient counseling services are intended to stabilize the client and then reassess if the client needs further care.
 2. **Recovery Monitoring.** Recovery monitoring includes recovery coaching and monitoring via telephone, telehealth, and the internet.
 3. **Substance Use Disorder Assistance.** This includes peer-to-peer services and relapse prevention provided by SUD Peer Support Staff. The amount, duration, and scope of peer-to-peer services must be specified in the client's treatment plan. Services must be provided by qualified peer support staff who assists clients with recovery from their SUDs in accordance with the Peer Support Training Plan.
 4. **Support for Education and Job Skills.** This includes linkages to life skills, employment services, job training, and education services.
 5. **Family Support.** This includes linkages to childcare, parent education, child development support service, and family/marriage education.
 6. **Support Groups.** This includes linkages to self-help and faith-based support groups.
 7. **Ancillary Services.** This includes linkages to housing assistance, transportation, case management, and individual services coordination.
- G. Drug Testing.** Contractor shall provide random drug testing at laboratories in accordance with Clinical Laboratory Improvement Amendments of 1988 (CLIA) and Section 353 of the Public Health Act (42 U.S.C. § 263(a) et seq.) as indicated for clients enrolled in Residential Treatment services.
- H. For Clients Needing Medication Assisted Treatment (MAT).**
1. **Contractor Will Accept Clients On Medication Assisted Treatment.** Contractor shall not deny services to any client who meets medical necessity and who is authorized for Residential Treatment Services while also receiving Medication Assisted Treatment.
 2. **Assessments.** Contractor will assess all clients for opioid use disorders and alcohol use disorders that may benefit from Medication Assisted Treatment and these clients will be referred to a psychiatrist/physician (MD), physician's assistant (PA) or nurse practitioner (NP) for further evaluation. Clients deemed eligible and willing to participate in MAT will be linked with an Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) or considered for MAT treatment within a contracted SUD provider.

3. **Coordination of Care.** Contractor will pursue coordination of care for clients on Medication Assisted Treatment to the extent allowed by the Welfare and Institutions Code (WIC), the Health Insurance Portability and Accountability Act (HIPAA), and the Code of Federal Regulations (C.F.R.) Title 42, Part 2 by making reasonable efforts to obtain client releases of information (ROI) for any health care or health service providers also serving the client.

I. Physician Consultation.

Contractor may bill and be reimbursed for their Medical Director and/or licensed physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists for complex cases to address medication selection, dosing, side effect management, adherence, drug-to-drug interactions or level of care considerations.

J. Incidental Medical Services.

Contractor may provide Incidental Medical Services (IMS) in compliance with DHCS licensing requirements for IMS. IMS are services provided at a licensed residential facility by a health care practitioner that address medical issues associated with either detoxification or the provision of alcoholism or drug abuse recovery or treatment services to assist in the enhancement of treatment services. IMS does not include the provision of general primary medical care and can only be done pursuant to IMS licensing approval.

K. Transitions to Other Levels of Care (LOC).

Contractor shall ensure all clients are reassessed using the ASAM LOC Screening, at a minimum of every 30 days, unless medical necessity warrants more frequent reassessments, to ensure clients are receiving treatment in the appropriate LOC. Contractor shall ensure that clients length of stay not exceed 90 days. Contractor shall ensure that clients are transitioned to the appropriate LOC prior to expiration of Residential Services authorization or no later than 10 business days from the time of the assessment/reassessment or screening, with no interruption in treatment services.

L. Additional Contractor-Specific Services. Contractor shall provide the additional services indicated below:

1. Contractor shall provide SUD peer support staff in all treatment levels of care. SUD peer support staff must complete required training and receive county designation as peer support staff according to the DHCS-approved County SUD Peer Support Training Plan. Peer support staff shall obtain and implement a basic set of competencies in order to support client recovery and provide peer support services as outlined in the *Department Peer Support Training Plan and Policy #7.010 Drug Medi-Cal Organized Deliver System (DMC-ODS) Recovery Services*.
2. Contractor shall provide transitional Residence Recovery services on a short term basis (no more than 30 days), with prior ADP staff approval, only to clients enrolled in the Recovery Residences program prior to February 1, 2019, who do not meet medical necessity.

IV. Delete Subsection A of Section 4 Clients of Exhibit A-4 Statement of Work: ADP Residential Treatment Services, and replace it with the following:

A. Contractor shall provide services as described in Section 3 (Services) Residential Treatment Services ASAM Level 3.1, 3.5 or Withdrawal Management Services ASAM Level 3.2, to adult and adolescent clients referred by sources described in Section 5 (Referrals), up to the funding levels projected in Exhibit B-1 ADP for this Program.

V. Add Subsection A to Section 1 Program Summary of Exhibit A-5 Statement of Work: ADP Friday Night Live and Club Live:

**EXHIBIT A-5
STATEMENT OF WORK: ADP
FRIDAY NIGHT LIVE AND CLUB LIVE**

A. The Friday Night Live and Club Live Program will commence July 1, 2021, and end June 30, 2022.

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

**EXHIBIT B
FINANCIAL PROVISIONS - ADP**

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$6,690,866 inclusive of \$6,363,920 of Alcohol and Drug Program funding with \$2,194,640 for FY 21-22, \$2,084,640 for FY 22-23, and \$2,084,640 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.

THIS SECTION LEFT BLANK INTENTIONALLY

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: 2021-24		
Drug Medi-Cal/Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	Projected Units of Service**	Projected Number of Clients**	
								Adults	Adolescents
Drug Medi-Cal Billable Services	Outpatient	15	ODS Outpatient Treatment	15 Minute Unit	91	91	23,100	434	
		15	ODS Case Management	15 Minute Unit	93	93	6,765	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	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 - Acamprostate	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	Primary Prevention	N/A	Information Dissemination	Hours	N/A	12	Actual Cost	
			N/A	Alternatives	Hours	N/A	14	Actual Cost	
			N/A	Community-Based Process	Hours	N/A	16	Actual Cost	
			N/A	Environmental	Hours	N/A	17	Actual Cost	
Residential		N/A	Residential Treatment Services, Room & Board Only	Bed Day	N/A	58	Actual Cost*		

	PROGRAM							TOTAL
	Project Recovery	Project Recovery - Perinatal	Daniel Bryant Youth & Family Treatment Center	CADA Santa Maria	ODS Non-NTP Medically Assisted Treatment (MAT)	Residential Treatment	SAPT & Friday Night Live / Club Live	
	FY21-24							FY21-22 Only
GROSS COST:	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 51,103	\$ 728,851	\$ 140,340	\$ 3,599,888
LESS REVENUES COLLECTED BY CONTRACTOR:								
PATIENT FEES	\$ 38,675		\$ 200					\$ 49,254
CONTRIBUTIONS	\$ 120,328		\$ 94,583	\$ 202,670		\$ 10,379	\$ 30,340	\$ 447,922
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	\$ 24,378		\$ 61,379	\$ 55,774				\$ 141,531
TOTAL CONTRACTOR REVENUES	\$ 369,751	\$ 3,500	\$ 580,962	\$ 406,844	\$ -	\$ 14,851	\$ 30,340	\$ 1,405,248
MAXIMUM (NET) CONTRACT AMOUNT PAYABLE:	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 51,103	\$ 714,000	\$ 110,000	\$ 2,194,640

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**								
Drug Medi-Cal	\$ 584,306	\$ 66,444	\$ 477,410	\$ 125,400	\$ 51,103	\$ 498,918		\$ 1,803,581
Reassignment/SAPT - Discretionary	\$ 30,753					\$ 210,082		\$ 240,835
Reassignment/SAPT - Perinatal		\$ 3,497						\$ 3,497
Reassignment/SAPT - Adolescent Treatment			\$ 25,127	\$ 6,600				\$ 31,727
Reassignment/SAPT - Primary Prevention							\$ 110,000	\$ 110,000
CalWORKS ³						\$ 5,000		\$ 5,000
Other County Funds								\$ -
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUND)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 51,103	\$ 714,000	\$ 110,000	\$ 2,194,640
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUND)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 51,103	\$ 714,000	\$ -	\$ 2,084,640
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUND)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 51,103	\$ 714,000	\$ -	\$ 2,084,640
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 1,845,177	\$ 209,823	\$ 1,607,611	\$ 396,000	\$ 153,309	\$ 2,142,000	\$ 110,000	\$ 6,363,920

CONTRACTOR SIGNATURE:	<i>Scott Whiteley</i>	DocuSigned by:	
FISCAL SERVICES SIGNATURE:		<i>Melissa Manzo</i>	

***Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness - FY21-24. All 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.
 *Rate schedule specific to FY 21-22 only. Rates for subsequent years will be based on the State approved schedule.
¹Cost of Naltrexone tablets and Acamprostate dose is bundled in the rate for ODS Non-NTP Medically Assisted Treatment (MAT).
²Rates based on approved costs.
³CalWorks Rate based on approved costs.
⁴Funding for Residential 3.5 Treatment at Project Recovery is conditional upon DMC certification.

VIII. Add Attachment A, Federal Award Identification Table:

ATTACHMENT A
FEDERAL AWARD IDENTIFICATION TABLE

FFY21 Federal Award Identification Table		
1	Subrecipient Name	Council on Alcoholism and Drug Abuse
2	Subrecipient Unique Entity Number (DUNS Number)	80788585
3	Federal Award ID	1B08TI083437-01
4	FAIN	B08TI083437
5	Federal Award Date	2/1/2021
6	Subaward Period of Performance - Start Date and End Date	07/01/2021-06/30/2022
7	Subaward Budget Period - Start Date and End Date	07/01/2021-06/30/2022
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$110,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$110,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$110,000.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	10% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 18-95274-A01 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

IX. All other terms shall remain in full force and effect.

SIGNATURE PAGE

First 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 Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: 
JOAN HARTMAN, CHAIR
BOARD OF SUPERVISORS
Date: 1-11-22

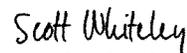
ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk
Date: 1-11-22

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By: 
Authorized Representative
Name: scott whiteley
Title: Executive Director
Date: 12/21/2021

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:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: 
Risk Manager