

SECOND AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the second amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-092, by and between the **County of Santa Barbara (COUNTY)** and **Zona Seca, Inc.**, for the continued provision of the services specified herein.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Executive Office with authority from the County Board of Supervisors on September 10, 2004, except as modified by the First Amended Contract and this Second Amended Contract,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COUNTY** and **CONTRACTOR** agree as follows:

- I. **Delete Item 1, Paragraph 1, of Exhibit B, Payment Arrangements, and replace with the following:**

EXHIBIT B PAYMENT ARRANGEMENTS

1. For services to be rendered, **COUNTY** shall pay **CONTRACTOR** a total amount not to exceed **\$200,000** for the period July 1, 2005 through June 30, 2006, less the **COUNTY's** Administrative Support Cost for all Projects listed in Exhibit A.

- III. **Delete Exhibit B-1, Schedule of Services, and replace with the following:**

EXHIBIT B-1 SCHEDULE OF SERVICES

Treatment services, as described in Exhibit A and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (Exhibit A). Treatment services shall be reimbursed according to the California State Medi-Cal Guidelines (Title 22 CCR), or as negotiated with **COUNTY**.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE Drug Medi-Cal (D/MC)	Provider Rate	Billing Rate (Maximum)	County Administrative Cost	Total Estimated Revenue Provisional Amounts	
				7/01/05 to 6/30/06	
D/MC - Outpatient Drug-Free Treatment consisting of individual (Including collateral sessions) and Group Counseling (including family sessions). (In accordance with Title 22)	The D/MC Rate shall follow the published State ADP guidelines, or as negotiated with COUNTY as shown in the Provider Workbook.			\$200,000	
Total Funding in FY 05-06				\$200,000	
<p>The Drug Medi-Cal maximum rate allowable, or the negotiated rate with COUNTY, is based upon CONTRACTOR's program budget, contained in the Provider Workbook, and CONTRACTOR's prior year cost report.</p> <p>The Monthly Reimbursement is based on the number of 50 minute individual and 90 minute group (per person) counseling sessions delivered during the month (or pro-rated as needed). These services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per <u>Exhibit B</u>.</p> <p>A COUNTY Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to CONTRACTOR, per <u>Exhibit B</u>. Based upon the total monthly amount billed to Drug Medi-Cal, COUNTY shall retain 15% for Administrative Support Cost and shall pay CONTRACTOR 85%.</p>					

SIGNATURE PAGE

Second Amended Contract for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and **Zona Seca, Inc.**

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

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR

By: _____

Tax ID No. 95-2655853

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____ Deputy
County Counsel

APPROVED AS TO FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
JAMES L. BRODERICK, Ph.D.
DIRECTOR

By: _____
Director

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM MANAGER

By: _____
Risk Program Manager