

SIXTH AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Sixth Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 05-085**, by and between the **County of Santa Barbara** (County) and **Council on Alcoholism and Drug Abuse** (Contractor), for the continued provision of **NNA Treatment and Prevention Services**.

Whereas, this Sixth Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in September 2004, the First Amendment approved by the County Board of Supervisors in July 2005, the Second Amendment approved by the ADMHS Director in June 2006, the Third Amendment approved by the County Board of Supervisors in June 2006, the Fourth Amendment approved by the County Board of Supervisors in June 2007, and the Fifth Amendment approved by the County Board of Supervisors in July 2008, except as modified by this Sixth 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 Section 5, of the Agreement and replace with the following:

5. **COMPENSATION OF CONTRACTOR.** Contractor shall be paid for performance under this Agreement in accordance with the terms of Exhibit B, attached hereto and incorporated herein by reference. Contractor shall bill County by invoice, which shall include the Contract number assigned by County. Contractor shall direct the invoice to County's "Accounts Payable Department" at the address specified under Section 2 NOTICES, after completing the increments identified in Exhibit B.

II. Delete Section 33 of the Agreement and replace with the following:

33. THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Financial Provisions
 - EXHIBIT B-1 – Schedule of Services
 - EXHIBIT B-2 – Fee Schedule (Sliding Scale)
- C. EXHIBIT C – Standard Indemnification and Insurance Provisions
- D. EXHIBIT BAA – HIPAA Business Associate Agreement
- E. The Provider Workbook is incorporated herein by reference.

III. Delete Section 3, FEES: of Exhibit A, Statement of Work, and replace with the following:

SIXTH AMENDMENT

3. FEES:

Contractor shall assess client fees in accordance with Exhibit B, Section IV.A., Exhibit B-2 (Sliding Scale) and the Provider Workbook.

IV. Delete Section 7, REQUIRED REPORTING FORMS, of Exhibit A, Statement of Work, and replace with REPORTS as follows:

7. REPORTS.

A. Contractor agrees to submit the following by the 10th of the month following the date of service:

1. Monthly Treatment Services Report (including Perinatal Services) on forms supplied by County.
2. California Outcome Measurement System (CalOMS) electronic data, for each client in treatment; and
3. Electronic Drug & Alcohol Treatment Access Report (DATAR) for each treatment site, per 45 CFR § 96.126.
4. Contractor further agrees to maintain a Waiting List Record (WLR) to identify specific categories of individuals awaiting treatment. The WLR information is only recorded for those individuals who would be placed in treatment except for lack of space in a program.

B. **PREVENTION REPORTS:** In accepting Negotiated Net Amount (NNA) prevention funds from County, Contractor agrees to submit the following reports, if applicable, to County by the 10th day of the month following the date of service:

1. Weekly CalOMS electronic data;
2. Quarterly and annual narrative;
3. Monthly mentoring and/or school based reports.

C. **FISCAL.** Contractor shall submit monthly Expenditure, Revenue, and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A and the Provider Workbook. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.

D. **STAFFING** - Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report the following as applicable: actual staff hours worked by position, Documented Service Hours (DSH's) provided by position, caseload by position, and shall include the

SIXTH AMENDMENT

employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.

E. **PROGRAMMATIC** - Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, including as applicable: number of active cases, number of Client's admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress.

F. **ADDITIONAL REPORTS** - Upon County's request, Contractor shall make such additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

V. Delete Section 11, **RESTRICTIONS ON SALARIES**, of Exhibit A, **Statement of Work** and replace with the following:

11. RESTRICTIONS ON SALARIES.

Contractor agrees that no part of any Federal funds shall be used to pay the salary of an individual at a rate in excess of the [Federal Executive Level 1](#), which is \$191,300 per year for 2008.

VI. Delete Exhibit B, **Payment Arrangements**, rename as **Financial Provisions**, and replace with the following:

EXHIBIT B

FINANCIAL PROVISIONS

(with attached Exhibit B-1, Schedule of Services)

This Agreement provides for reimbursement for alcohol and drug program services up to a Maximum Contract Amount. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Provider Workbook, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

A. **Performance of Services.** Contractor shall be compensated on a cost reimbursement

SIXTH AMENDMENT

basis for provision of the Units of Service (UOS) established in the Provider Workbook based on satisfactory performance of the alcohol and drug program services described in Exhibit A and the Provider Workbook. County recognizes that the services provided by Contractor's Program described in Exhibit A and the Provider Workbook will be provided to individuals who are not Drug Medi-Cal eligible and such services will be reimbursed by other State, Federal, and County funds only to the extent specified in the Provider Workbook.

- B. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A and the Provider Workbook to this Agreement. Expenses shall comply with the requirements established in OMB A-87 and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

II. MAXIMUM CONTRACT AMOUNT.

- A. The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in the Provider Workbook and shall not exceed \$678230. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in the Provider Workbook. 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.

III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established as follows:
1. For Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or Outpatient Drug Free (ODF) - Group, and Rehabilitative/Ambulatory ODF – Individual service codes, the provisional rate shall be the current Drug Medi-Cal Schedule of Maximum Allowances (SMA) rates as determined by the State budget process;
 2. For all other services, the rate or billing increment shall be as reflected in the Provider Workbook.

At any time during the term of this Agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, as reflected in Contractor's approved Operating Budget. Payment will be based on the UOS accepted into the County's MIS system on a monthly basis.

- C. Adjustment of Provisional Rates. Contractor acknowledges that the Provisional Rates shall

SIXTH AMENDMENT

be adjusted at the time of the settlement specified in this Exhibit B, Section VIII (Pre-Audit Cost Report Settlement).

IV. ADDITIONAL PROGRAM REQUIREMENTS. Contractors who provide services to patients not eligible for Drug Medi-Cal or provide programs not covered by Drug Medi-Cal, shall be subject to the following requirements:

- A. Fee Collection. In accepting funding from County, Contractor agrees to assess client fees toward the cost of treatment in accordance with Health and Safety Code Section 11841. Such fee collection shall be based on Contractor's determination of a client's ability to pay, Per Exhibit B-2. In no case shall any client be refused services due to the inability to pay. Fees charged shall not exceed the actual cost for services provided. Such fees shall be:
1. Deducted from the alcohol and drug treatment program's cost of providing services as part of the Pre-audit Cost Report Settlement (Section VIII);
 2. Identified and reported to County on the Contractor's monthly invoice, Contractor's budget, and annual year-end cost report.

All fees collected by Contractor must be separately identified for audit purposes and treated as placement fees. Contractor agrees to provide County with a copy of Contractor's Fee Collection policy. County shall monitor to assure that Contractor's assessment and collection of fees, however executed, are coordinated in a manner that avoids duplication, ensures that all fees are accounted for by Contractor and are used to offset the cost of Contractor's services. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of alcohol and drug program services specified in this Agreement.

- B. Restrictions on Use of Funds. In accordance with 9 CCR Section 9530 (Substance Abuse Crime Prevention Act (SACPA)), Contractor will obtain written approval from County prior to commencement of any alterations and/or renovation, construction, leasehold improvements, and equipment purchases. In no event will Contractor use State or Federal funds to purchase land or purchase or construct buildings. With the exception of specific requirements included in 9 CCR Section 9530 (g), (h) and (i) determination of allowable and allocable costs for SACPA funding shall be made utilizing the guidelines contained in SACPA and in cost principles published by the Federal Office of Management and Budget (OMB). Contractor agrees to follow OMB Circular A 87, "Cost Principles for State, Local, and Indian Tribal Governments."
- C. Maintenance of Effort. Contractor agrees to maintain services, programs, and activity levels that existed prior to receipt of funds under this Agreement. Any State or Federal funds, including SACPA funds, received by Contractor under this Agreement will supplement, not supplant, pre-existing expenditures for drug treatment, prevention, ancillary services, or any other services that may be funded by County.

In accordance with Title 9, CCR, Section 9530(k) (2), County shall monitor Contractor's program(s) and document activities to ensure that funds received by Contractor are not used

SIXTH AMENDMENT

to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

- D. Match Requirements. In accepting funding from County, Contractor may be required to provide a match per year, as described in the Provider Workbook. Such matching funds shall be separately identified for audit purposes, used to supplement and/or enhance program services as described in Exhibit A. These match funds shall be identified and reported to County on Contractor's monthly invoice and annual year-end Cost Report. County shall monitor to assure that Contractor's match requirements, however executed, are coordinated in a manner that avoids duplication, ensures that Contractor has accounted for them, and that they are used to supplement and/or enhance the program services funded hereunder.

V. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, or designee, in advance, to reallocate funds as outlined in the Provider Workbook between programs (Projects) or funding sources, for the purpose of meeting specific program (Project) needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's, or designee's, decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper recording, classification, and allocation of expenses, and billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts.
- B. Submission of Claims and Invoices:
1. Claims for Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual service codes, are to be entered into the County's Management Information System (MIS) within 10 calendar days of the end of the month in which alcohol and drug program services are delivered, although late claims may be submitted as needed in accordance with State and Federal regulations. In addition to claims submitted in MIS, Contractor shall submit an invoice within 10 calendar days of the end of the month in which alcohol and drug program services are delivered that:
 - i) summarizes the information submitted to MIS, including the UOS provided for the month, ii) states the amount owed by County, and iii) includes the contract number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to adpfinance@co.santa-barbara.ca.us. Backup documentation shall be submitted on a form acceptable to or provided by the County, if applicable.
 2. Claims for all other services, described in Exhibit A and the Provider Workbook, shall be delivered electronically to adpfinance@co.santa-barbara.ca.us within 10 calendar

SIXTH AMENDMENT

days of the end of the month in which alcohol and drug services are delivered and shall include: i) sufficient detail and supporting documentation to enable an audit of the charges, ii) the amount owed by County, and iii) the contract number and signature of Contractor's authorized representative.

Contractor agrees that it shall be solely liable and responsible for all data and information submitted by the County to the State on behalf of Contractor. Payment will be based on the UOS accepted into MIS on a monthly basis.

The Director or designee shall review the monthly claim(s) and invoice to confirm accuracy of the data submitted. With the exception of the final month's payment under this Agreement, County shall make provisional payment for approved claims within 30 calendar days of the receipt of said claim(s) and invoice by County subject to the contractual limitations set forth below.

- C. Maximum Monthly and Year-to-Date Payment Limitations: The County's monthly payment(s) to Contractor shall be made in a manner that ensures variations in service/activity levels from month-to-month are recognized. Accordingly, an overage in actual services/activities from the Maximum Monthly Payment amount (Maximum Contract Amount divided by the number of months covered by the contract) in one month can be applied to offset any underage in actual services/activities in another month(s), so that Contractor will be paid up to one-twelfth (1/12) of the total contract maximum per month. Any services offered in excess of the one-twelfth amount will be adjusted quarterly such that the total amount paid per quarter will be equal to the value of one quarter of the Maximum Contract Amount.
- D. Monthly Expenditure, Revenue, and Projection Report. Contractor shall submit a monthly Expenditure, Revenue, and Projection Report as described in the Reports Section of Exhibit A to this Agreement.
- E. Withholding of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within 60 calendar days of receipt.
- F. Withholding of Payment for Unsatisfactory Clinical Work. Director or designee will deny payment for services when documentation of clinical work does not meet minimum State and County written standards.
- G. No Payment for Services Provided Following Expiration/ Termination of Contract. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment

SIXTH AMENDMENT

by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

- H. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into the County's MIS System for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- I. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

VII. COST REPORT

- A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable Federal, State and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or designee upon reasonable notice.
- B. Cost Report to be Used for Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for settlement to Contractor, as described in Sections VIII and IX of this Exhibit B. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90th) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
 - 1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91st) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.

SIXTH AMENDMENT

2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred twentieth (120th) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.

- E. Audited Financial Reports: Each year of the Contract, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.
- F. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

VIII. PREAUDIT COST REPORT SETTLEMENT.

- A. Preaudit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or Federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable Federal and/or State programs. Settlement shall also be adjusted to the lower of:
 1. Contractor's published charge(s) to the general public;
 2. The Contractor's actual costs;
 3. The State's Schedule of Maximum Allowances for Drug Medi-Cal Rehabilitative Ambulatory Intensive Outpatient (Day Care Rehabilitative), Rehabilitative/Ambulatory Outpatient or ODF - Group, and Rehabilitative/Ambulatory ODF – Individual service codes;
 4. The Maximum Contract Amount of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

SIXTH AMENDMENT

IX. AUDITS, AUDIT APPEALS AND POSTAUDIT FINAL SETTLEMENT:

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit of Contractor regarding the alcohol and drug program services/activities provided hereunder.
- B. Settlement. Contractor shall be responsible for any disallowance taken by the Responsible Auditing Party, as a result of any audit exception that is related to the Contractor's responsibilities herein.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

SIXTH AMENDMENT

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

EXHIBIT B-1 SCHEDULE OF SERVICES

The program services, as listed below, described in Exhibit A and the Provider Workbook, will be reimbursed according to rates shown on County's invoice and in the Provider Workbook. County and Contractor have mutually agreed to the program services as outlined in the Provider Workbook; County shall provide Contractor with a signed copy of the Provider Workbook.

Specific services shall conform to California Department of Alcohol and Drug Programs service code as defined in Exhibit A.

TYPE OF SERVICE	Total Annual Provisional Amount*
NON-RESIDENTIAL	
Outpatient Drug Free (ODF) services – (Adult) consisting of individual (including crisis visits) and group counseling (including family counseling), and SATTA Drug Testing (NNA, SACPA and SATTA)	\$537,690
Youth and Family Treatment Program, includes Outpatient Drug Free Treatment (ODF) services, Case Management, Family Services, Parenting Activities and Drug Testing (NNA and NNA Drug Testing)	
RESIDENTIAL	
Residential Detox (NNA, SACPA and ADP CalWORKs)	
PERINATAL TREATMENT SERVICES	
Perinatal Day Care Rehabilitative (PN DCR) and SATTA Drug Testing (SACPA and SATTA)	\$70,540
Outpatient Drug Free (ODF) services for pregnant & parenting women (beyond 60 days postpartum), consisting of individual and group counseling (NNA)	
Transportation – for perinatal clients to and from treatment services (NNA only)	
Perinatal Child Care services (NNA only)	
PREVENTION SERVICES	
Primary Prevention – Environmental Approaches	\$70,000
Primary Prevention – Friday Night Live and Club Live Alternatives and Environmental Approaches	
Total Funding in FY 08-09	\$678230
*Specific Program (Project) Maximums are Defined in the Provider Workbook	

SIXTH AMENDMENT

SIGNATURE PAGE

Amendment to 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 November 1, 2008.

COUNTY OF SANTA BARBARA

By: _____
SALUD CARBAJAL
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-1878858.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

SIXTH AMENDMENT

CONTRACT SUMMARY PAGE

BC 05-085

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$25,000) or Purchasing (<\$25,000). See also "Contracts for Services" policy. Form is not applicable to revenue contracts.

D1. Fiscal Year 08-09
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Erin Jeffery
 D6. Telephone (805) 681-4090

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose NNA Treatment and Prevention
 K3. Contract Amount \$678230
 K4. Contract Begin Date 7/1/2008
 K5. Original Contract End Date 6/30/2006
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/08	548969		548969	6/30/09	Renew for 08-09
2	7/1/08	129261	678230	678230	6/30/09	Add expansion funds
3	11/1/08	0	678230	678230	6/30/09	Replace Exhibit B

B1. Is this a Board Contract? (*Yes/No*) True
 B2. Number of Workers Displaced (*if any*) N/A
 B3. Number of Competitive Bids (*if any*) N/A
 B4. Lowest Bid Amount (*if bid*) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number
 B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes

F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$678230
 F3. Fund Number 0049
 F4. Department Number 043
 F5. Division Number (*if applicable*) N/A
 F6. Account Number 7460
 F7. Cost Center number (*if applicable*) 6240
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=710170
 V2. Payee/Contractor Name Council on Alcoholism and Drug
 V3. Mailing Address PO Box 28.
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93102
 V5. Telephone Number 8059631433
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 95-1878858
 V7. Contact Person Penny Jenkins Executive Director
 V8. Workers Comp Insurance Expiration Date 3/12/2009
 V9. Liability Insurance Expiration Date[s] G-4/1/2009; P-4/1/2009
 V10. Professional License Number Project Recovery Detox - 420022EN
 V11. Verified by (name of county staff) Erin Jeffery
 V12. Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: _____ Authorized Signature: _____