

**FIRST AMENDMENT
TO THE REVENUE AGREEMENT WITH INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT to the Revenue Agreement with Independent Contractor (hereafter First Amendment) is made by and between the **County of Santa Barbara** (County) and **Council on Alcoholism and Drug Abuse** (Contractor) for the continued provision of services specified herein.

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

WHEREAS, the County Board of Supervisors authorized the County to enter into a Revenue Agreement with Independent Contractor on August 18, 2020 for the provision of Driving Under the Influence (DUI) and Penal Code 1000 Drug Diversion (PC 1000) programs, with a projected revenue of \$9,000 per year for the period of July 1, 2020 through June 30, 2023; and

WHEREAS, this First Amendment updates language for compliance with county, state, and federal requirements and updates DUI program rates, effective July 1, 2022, as approved by the Department of Health Care Services (DHCS).

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

I. Delete Section 27 (Compliance with Law) and Section 33 (Compliance with HIPAA) of the Standard Terms and Conditions and replace these sections with the following:

27. COMPLIANCE WITH LAW.

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

33. COMPLIANCE WITH PRIVACY LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Section 36 (Confidentiality) and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

II. Add Section 36 (Confidentiality) to the Standard Terms and Conditions as follows:

36. CONFIDENTIALITY.

- A. Contractor agrees to maintain, and agrees to require that its employees, agents, or subcontractors agree to maintain, the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 42 C.F.R. Section 438.224; 45 C.F.R. Section 96.132(e), 45 C.F.R. Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 5328 et seq. and Sections 14100.2 and 14184.102; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 33 (Compliance with Privacy Laws) of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.
- B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

III. Delete Exhibit B-1 Schedule of Fees DUI Program/PC 1000 in its entirety and replace with the following:

**EXHIBIT B-1
SCHEDULE OF FEES
DUI PROGRAM /PC 1000 PROGRAM**

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
Driving Under the Influence (DUI) Program	\$269,000	\$4,500
PC 1000/Drug Diversion Program	\$24,000	\$1,500
Total Annual Revenue Fees (projected):	\$293,000	\$6,000

Annual Revenue is based on the number of individuals participating in the program at the approved rates listed below and in accordance with the sliding fee scale (see Exhibit B-2):

Program Fees FY 2020-2021			
DUI Program Participant Fee Schedule		PC 1000 Participant Fee Schedule	
18 Month Program	\$2,100	PC 1000 Program Service Fee	\$1,000
Other Fees			
DUI Program		PC 1000	
		Drug Test	Included
Missed Activity	\$10	Missed Activity	\$15

Reinstatement	\$40	Reinstatement	\$40
Return Check	\$10	Return Check	\$25
Transfer-Out	\$45	Transfer-Out	\$45

Program Fees FY 2021-2022			
DUI Program Participant Fee Schedule		PC 1000 Participant Fee Schedule	
18 Month Program	\$2,100	PC 1000 Program Service Fee	\$1,000
Other Fees			
DUI Program		PC 1000	
		Drug Test	Included
Missed Activity	\$10	Missed Activity	\$15
Reinstatement	\$40	Reinstatement	\$40
Return Check	\$10	Return Check	\$25
Transfer-Out	\$45	Transfer-Out	\$45

Program Fees FY 2022-2023			
DUI Program Participant Fee Schedule		PC 1000 Participant Fee Schedule	
18 Month Program	\$2,107	PC 1000 Program Service Fee	\$1,000
Other Fees			
DUI Program		PC 1000	
		Drug Test	Included
Missed Activity	\$10	Missed Activity	\$15
Reinstatement	\$50	Reinstatement	\$40
Return Check	\$10	Return Check	\$25
Transfer Out	\$50	Transfer-Out	\$45

IV. Add the following to Exhibit B-2 Sliding Fee Scale:

COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE *
2021-2022

ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	12,880	17,420	21,960	26,500	31,040	35,580	40,120	44,660
10	17,200	21,740	26,280	30,820	35,360	39,900	44,440	48,980
15	21,520	26,060	30,600	35,140	39,680	44,220	48,760	53,300
20	25,840	30,380	34,920	39,460	44,000	48,540	53,080	57,620
25	30,160	34,700	39,240	43,780	48,320	52,860	57,400	61,940
30	34,480	39,020	43,560	48,100	52,640	57,180	61,720	66,260
35	38,800	43,340	47,880	52,420	56,960	61,500	66,040	70,580
40	43,120	47,660	52,200	56,740	61,280	65,820	70,360	74,900
45	47,440	51,980	56,520	61,060	65,600	70,140	74,680	79,220
50	51,760	56,300	60,840	65,380	69,920	74,460	79,000	83,540
55	56,080	60,620	65,160	69,700	74,240	78,780	83,320	87,860
60	60,400	64,940	69,480	74,020	78,560	83,100	87,640	92,180
65	64,720	69,260	73,800	78,340	82,880	87,420	91,960	96,500
70	69,040	73,580	78,120	82,660	87,200	91,740	96,280	100,820
75	73,360	77,900	82,440	86,980	91,520	96,060	100,600	105,140
80	77,680	82,220	86,760	91,300	95,840	100,380	104,920	109,460
85	82,000	86,540	91,080	95,620	100,160	104,700	109,240	113,780
90	86,320	90,860	95,400	99,940	104,480	109,020	113,560	118,100

MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	1,073	1,452	1,830	2,208	2,587	2,965	3,343	3,722
10	1,433	1,812	2,190	2,568	2,947	3,325	3,703	4,082
15	1,793	2,172	2,550	2,928	3,307	3,685	4,063	4,442
20	2,153	2,532	2,910	3,288	3,667	4,045	4,423	4,802
25	2,513	2,892	3,270	3,648	4,027	4,405	4,783	5,162
30	2,873	3,252	3,630	4,008	4,387	4,765	5,143	5,522
35	3,233	3,612	3,990	4,368	4,747	5,125	5,503	5,882
40	3,593	3,972	4,350	4,728	5,107	5,485	5,863	6,242
45	3,953	4,332	4,710	5,088	5,467	5,845	6,223	6,602
50	4,313	4,692	5,070	5,448	5,827	6,205	6,583	6,962
55	4,673	5,052	5,430	5,808	6,187	6,565	6,943	7,322
60	5,033	5,412	5,790	6,168	6,547	6,925	7,303	7,682
65	5,393	5,772	6,150	6,528	6,907	7,285	7,663	8,042
70	5,753	6,132	6,510	6,888	7,267	7,645	8,023	8,402
75	6,113	6,492	6,870	7,248	7,627	8,005	8,383	8,762
80	6,473	6,852	7,230	7,608	7,987	8,365	8,743	9,122
85	6,833	7,212	7,590	7,968	8,347	8,725	9,103	9,482
90	7,193	7,572	7,950	8,328	8,707	9,085	9,463	9,842

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

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

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

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

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

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

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

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

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

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

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

V. Effectiveness. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, 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.

VI. Execution of Counterparts. This First Amendment 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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First Amendment to the Revenue Agreement with Independent Contractor between the **County of Santa Barbara** and **Council on Alcoholism and Drug Abuse**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2022.

COUNTY OF SANTA BARBARA:

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

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: *Shela Olabuenaga*
Deputy Clerk
Date: 8-16-22

CONTRACTOR:
COUNCIL ON ALCOHOLISM AND DRUG ABUSE

DocuSigned by:
By: *Scott Whiteley*
A39776315E2546C
Authorized Representative
Name: Scott whiteley
Title: Executive Director
Date: 8/4/2022

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: *Teresa Martinez*
FAD69C10F013470...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: *Robert Eis*
02B49B53797E440...
Deputy

RECOMMENDED FOR APPROVAL:
ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: *Antonette "Toni" Navarro*
2095C5A18FE1474...
Director

APPROVED AS TO INSURANCE FORM:
GREG MILLIGAN, ARM
RISK MANAGER, DEPARTMENT OF RISK
MANAGEMENT

By: *Greg Milligan*
53A8A8796B7A4D7...
Risk Manager