

## THIRD AMENDMENT 2013-2014

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Third Amended Contract") to the Agreement for Services of Independent Contractor, referenced as number **BC 14-015**, by and between the **County of Santa Barbara** (County) and **Aegis Treatment Centers, LLC** (Contractor), for the continued provision of Narcotic Treatment Program (previously referenced as number **BC 13-012**).

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2012, the First Amendment approved by the County Board of Supervisors in May 2013, the Second Amendment approved by the County Board of Supervisors in June 2013, except as modified by this Third Amended Contract.

Whereas, County anticipates that Contractor will provide a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$130000 to the prior Agreement maximum of \$1887400 so as to compensate Contractor for the additional services to be rendered under this Agreement through June 30, 2014.

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

1. **Delete Section 5, Clients, from Exhibit A, Statement of Work, and replace with the following:**
  5. **CLIENTS.** Contractor shall provide services as described in Section 4 to clients ages 18 and over. Contractor shall serve approximately 380 clients at the Santa Barbara location, including approximately 180 ADMHS Drug Medi-Cal clients; and approximately 480 clients at the Santa Maria location, including approximately 280 ADMHS Drug Medi-Cal clients. Contractor shall admit clients with co-occurring disorders as appropriate.
2. **Delete Section II, Maximum Contract Amount, from Exhibit B, Financial Provisions, and replace with the following:**

#### II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed \$2017400, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. 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.

3. **Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:**

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#### EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME:

Aegis Medical Systems

FISCAL YEAR: 2013-14

	Unit	PROGRAM		TOTAL
		Narcotic Treatment Program - Santa Barbara	Narcotic Treatment Program - Santa Maria	
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):		
48 - Methadone	day	43,130	70,948	114,078
48- NTP GRP Group Counseling	10 min session	-	-	-
48-NTP Ind Individual Counseling	10 min session	23,769	36,243	60,013
COST PER UNIT/PROVISIONAL RATE:				
48 - Methadone		\$11.97		
48- NTP GRP Group Counseling		\$3.36		
48-NTP Ind Individual Counseling		\$14.24		
<b>MAXIMUM (NET) CONTRACT AMOUNT*:</b>		<b>\$ 776,699</b>	<b>\$ 1,240,701</b>	<b>\$ 2,017,400</b>
DMC Administrative Fee		\$ 78,037	\$ 124,657	
DMC Gross Claim Maximum		\$ 854,736	\$ 1,365,358	

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
Drug Medi-Cal		\$ 776,699	\$ 1,240,701	\$ 2,017,400
Realignment/SAPT - Discretionary				\$ -
Realignment/SAPT - Perinatal				\$ -
Realignment/SAPT - Adolescent Treatment				\$ -
Realignment/SAPT - HIV				\$ -
Realignment/SAPT - Primary Prevention				\$ -
CalWORKs				\$ -
Other County Funds				\$ -
<b>TOTAL (SOURCES OF FUNDING)</b>		<b>\$ 776,699</b>	<b>\$ 1,240,701</b>	<b>\$ 2,017,400</b>

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

\* Maximum (Net) Contract Amount is Less Administrative Fee of 9.13% (Drug Medi-Cal only). The 9.13% Administrative Fee is deducted from the Drug Medi-Cal Gross Claim Maximum.

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**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Aegis Treatment Centers, LLC.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by County.

**ATTEST:**  
MONA MIYASATO, COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**COUNTY OF SANTA BARBARA**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
TAKASHI WADA, MD, MPH  
INTERIM DIRECTOR

**CONTRACTOR:**  
MR. EHUD BARKAI, PRESIDENT AND CEO  
AEGIS TREATMENT CENTERS, LLC

By \_\_\_\_\_  
Director

By: \_\_\_\_\_  
Tax Id No 46-2568903

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

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

By \_\_\_\_\_  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
RAY AROMATORIO  
RISK MANAGER

By: \_\_\_\_\_