

**SANTA BARBARA COUNTY  
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** 06/08/2005  
**Department Name:** Alcohol, Drug & Mental Health  
**Department No.:** 043  
**Agenda Date:** 07/05/2005  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** James L. Broderick, Director  
Alcohol, Drug, and Mental Health Services (ADMHS)

**STAFF CONTACT:** Al Rodriguez, Assistant Director, ADMHS - Alcohol and Drug Program  
(805) 681-5442

**SUBJECT:** Service Contract Amendments for Alcohol and Drug Program (ADP) Providers of Negotiated Net Amount (NNA) Services

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**Recommendations:**

That the Board of Supervisors:

- A. Approve and execute contract amendments/renewals with the following local providers of Negotiated Net Amount (NNA) services:
1. Coast Valley Substance Abuse Center (Coast Valley), increasing FY 04-05 NNA funding from \$91,000 to \$140,000, extending the term of the contract through June 30, 2006, and providing \$350,000 in NNA funding for FY 05-06;
  2. Good Samaritan Shelter, Inc. (Good Samaritan), increasing FY 04-05 NNA funding from \$697,800 to \$740,800, extending the term of the contract through June 30, 2006, and providing \$903,800 in NNA funding for FY 05-06;
  3. Mental Health Systems, increasing FY 04-05 NNA funding from \$350,753 to \$428,753, extending the term of the contract through June 30, 2006, and providing \$428,753 in NNA funding for FY 05-06;
  4. The Council on Alcoholism and Drug Abuse (CADA), extending the term of the contract through June 30, 2006, and providing \$565,450 in NNA funding for FY 05-06;
  5. The HOZHO Institute and Consulting Group (HOZHO), extending the term of the contract through June 30, 2006, and providing \$148,693 in NNA funding for FY 05-06;
  6. Zona Seca, Inc. (Zona Seca), extending the term of the contract through June 30, 2006, and providing \$315,100 in NNA funding for FY 05-06.
- B. Authorize the Director of ADMHS to approve amendments to the proposed contracts, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

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### **Alignment with Board Strategic Plan:**

The recommendations are primarily aligned with Goal No. 2: A Safe and Healthy Community in Which to Live, Work, and Visit.

### **Executive Summary and Discussion:**

ADMHS-ADP continues to refine a system of care that meets the needs of individuals in various communities throughout the County who experience problems with addiction to and misuse of alcohol and other drugs. This system of care is supported by a contracting approach with community-based agencies that allows for maximum flexibility in the provision of services and responsiveness to changing needs. Contracting with local providers also enables the County to manage its position costs effectively while maintaining accountability for key outcomes among vendors and providing technical assistance to vendors to promote continuous improvement.

The proposed amendments for Coast Valley, Good Samaritan, and Mental Health Systems will give the vendors the necessary funding to continue providing Negotiated Net Amount (NNA) alcohol and other drug treatment services during FY 04-05, and to provide similar services again during FY 05-06.

1. Coast Valley: ADMHS-ADP's current FY 04-05 NNA service contract with Coast Valley is for \$91,000. It is proposed that Coast Valley receive an additional \$49,000 for FY 04-05 (totaling \$140,000 for FY 04-05), as the vendor will serve a greater number of clients than originally contemplated by the current contract. The proposed amendment will also extend the term of the contract through June 30, 2006, and provide the necessary funding (\$350,000 for FY 05-06) for the vendor to continue serving additional clients. The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$399,000.
2. Good Samaritan: ADMHS-ADP's current FY 04-05 NNA service contract with Good Samaritan is for \$697,800. It is proposed that Good Samaritan receive an additional \$43,000 for FY 04-05 (totaling \$740,800 for FY 04-05), as the vendor will serve a greater number of clients than originally contemplated by the current contract. The proposed amendment will also extend the term of the contract through June 30, 2006, and provide the necessary funding (\$903,800 for FY 05-06) for the vendor to continue serving additional clients. The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$946,800.
3. Mental Health Systems: ADMHS-ADP's current FY 04-05 NNA service contract with Mental Health Systems is for \$350,753. It is proposed that Mental Health Systems receive an additional \$78,000 for FY 04-05 (totaling \$428,753 for FY 04-05), as the vendor will serve a greater number of clients than originally contemplated by the current contract. The proposed amendment will also extend the term of the contract through June 30, 2006, and provide the necessary funding (\$428,753 for FY 05-06) for the vendor to continue serving additional clients. The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$506,753.

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The proposed amendments for CADA, HOZHO, and Zona Seca will give the vendors the necessary funding to continue providing Negotiated Net Amount (NNA) services during FY 05-06.

1. CADA: ADMHS-ADP's current FY 04-05 NNA service contract with CADA is for \$683,900. The proposed amendment will extend the term of the contract through June 30, 2006, and provide the necessary funding (\$565,450 for FY 05-06) for the vendor to continue serving clients. CADA will be provided with less funding during FY 05-06 than during FY 04-05, as one of CADA's treatment sites has closed.
2. HOZHO: ADMHS-ADP's current FY 04-05 NNA service contract with HOZHO is for \$118,750. The proposed amendment will extend the term of the contract through June 30, 2006, and provide the necessary funding (\$148,693 for FY 05-06) for the vendor to continue providing prevention services. HOZHO will be provided with more funding during FY 05-06 than during FY 04-05, as additional State Incentive Grant (SIG) funding is available.
3. Zona Seca: ADMHS-ADP's current FY 04-05 NNA service contract with Zona Seca is for \$376,100. The proposed amendment will extend the term of the contract through June 30, 2006, and provide the necessary funding (\$315,100 for FY 05-06) for the vendor to continue serving clients.

### **Mandates and Service Levels:**

The State Department of Alcohol and Drug Programs allocates state and federal revenue to counties for the provision of substance abuse prevention and treatment services, and provides reimbursement to counties for such services. In accepting state or federal funds earmarked for alcohol and drug program services, counties are obligated to comply with federal and state laws, regulations, and administrative policies specified as a condition of the receipt of funds. The vendors for which contract amendments/renewals are proposed provide Negotiated Net Amount (NNA) alcohol and other substance abuse services, including individual counseling, group counseling, drug testing, perinatal services, prevention activities, and related services. Throughout the term of these contracts, ADMHS-ADP staff will monitor the vendors' progress toward the following outcomes (as appropriate, given the vendor's specific statement of work), providing technical assistance as needed:

1. One-hundred percent (100%) of clients admitted to treatment will be screened for tobacco product use;
2. Eighty-five percent (85%) of clients admitted to treatment will be screened for trauma history;
3. Seventy-five percent (75%) of clients admitted to treatment will complete a minimum of ninety (90) days;
4. Seventy percent (70%) of clients will report no drug use thirty (30) days prior to successful discharge;
5. Forty percent (40%) of clients will successfully complete treatment;
6. Forty percent (40%) of clients reporting homelessness at admission will have housing at discharge;

7. Fifty percent (50%) of SACPA (Prop. 36) graduates will have no new jail time compared to the prior year;
8. Fifty-five percent (55%) of graduates from SACPA (Prop. 36) treatment who reported unemployment or not seeking employment at admission will be employed or enrolled in a job development service prior to discharge;
9. Fifty percent (50%) of enrolled SATC (Drug Court) clients will successfully complete treatment;
10. Sixty percent (60%) of graduates from SATC (Drug Court) treatment who reported unemployment or not seeking employment at admission will be employed or enrolled in a job development service prior to discharge;
11. Promotion of activities that result in a reduction in underage drinking; and
12. Promotion of activities that result in a reduction in binge drinking.

### **Fiscal and Facilities Impacts:**

The recommended actions have no impact on the General Fund Contribution. The following revenue sources support contract amendments/renewals for the following ADMHS-ADP providers of Negotiated Net Amount (NNA) services:

1. Coast Valley: The revenue that supports the vendor's NNA treatment services (\$436,000 (SACPA) and \$54,000 (SATTA)) has been appropriated in the Alcohol, Drug and Mental Health Services (ADMHS) budget adopted for FY 04-05 and FY 05-06. The total amount of the contract for FY 04-06 is \$490,000 (provisionally apportioned at \$140,000 for FY 04-05 and \$350,000 for FY 05-06). The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$399,000.
2. Good Samaritan: The revenue that supports the vendor's NNA treatment services (\$602,000 (NNA), \$525,000 (SAMHSA Grant), \$460,000 (SACPA), \$49,600 (SATTA), and \$8,000 (CalWORKs)) has been appropriated in the ADMHS budget adopted for FY 04-05 and for FY 05-06. The total amount of the amended contract for FY 04-06 is \$1,644,600 (provisionally apportioned at \$740,800 for FY 04-05 and \$903,800 for FY 05-06). The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$946,800.
3. Mental Health Systems: The revenue that supports the vendor's NNA treatment services (\$467,506 (SATC), \$350,000 (SACPA), and \$40,000 (SATTA)), has been appropriated in the ADMHS budget adopted for FY 04-05 and FY 05-06. The total amount of the amended contract for FY 04-06 is \$857,506 (provisionally apportioned at \$428,753 for FY 04-05 and \$428,753 for FY 05-06). The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$506,753.
4. CADA: The revenue that supports the vendor's NNA treatment and prevention services (\$401,450 (NNA), \$100,000 (SACPA), \$60,000 (SDFSC), and \$4,000 (CalWORKs)) has been appropriated in the ADMHS budget adopted for FY 05-06. The total amount of the contract for FY 05-06 is \$565,450.

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5. HOZHO: The revenue that supports the vendor's prevention services (\$70,000 (NNA) and \$78,693 (SIG)) has been appropriated in the ADMHS budget adopted for FY 05-06. The total amount of the contract for FY 05-06 is \$148,693.
6. Zona Seca: The revenue that supports the vendor's NNA treatment services (\$150,200 (NNA) and \$164,900 (SACPA)) has been appropriated in the ADMHS budget adopted for FY 05-06. The total amount of the contract for FY 05-06 is \$315,100.

The proposed expenditures are included in the Recommended Budgets 2004-05 and 2005-06 ADMHS/ADP – Treatment Services, D pages 156 (2004-05) and D pages 160 (2005-06).

These actions will not result in a need for any additional county facilities.

**Special Instructions:**

Please send one fully executed copy of each contract and endorsed minute order to:

Al Rodriguez, Assistant Director, ADMHS-Alcohol and Drug Program  
Alcohol, Drug & Mental Health Services  
300 N. San Antonio Road, Building #1  
Santa Barbara, CA 93110

**Concurrences:**

Auditor-Controller  
Risk Management

# CONTRACT SUMMARY PAGE

BC \_\_\_\_\_

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 ..... FY 04-06  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number .....  
 D4. Department Name ..... ADMHS – Alcohol & Drug Program  
 D5. Contact Person ..... Al Rodriguez  
 D6. Telephone ..... (805) 681-5442

K1. Contract Type (*check one*):  Personal Service    Capital  
 K2. Brief Summary of Contract Description/Purpose ..... NNA Amended Contract for treatment services  
 K3. Original Contract Amount ..... \$490,000  
 K4. Contract Begin Date ..... 07/01/2004  
 K5. Original Contract End Date ..... 06/30/2006  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose

B1. Is this a Board Contract? (*Yes/No*) ..... Yes  
 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 ..... \$140,000  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (*if applicable*) ..... 6240, 6243 (Program Codes)  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) .....  
 V2. Payee/Contractor Name ..... Coast Valley Substance Abuse  
 V3. Mailing Address ..... 2320 Thompson Street, Suite D  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Maria, CA 93454  
 V5. Telephone Number ..... 805-739-1512  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 77-0527812  
 V7. Contact Person ..... Craig Hamlin  
 V8. Workers Comp Insurance Expiration Date ..... 04/30/2006  
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 06/01/06  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff) ..... Jennie Pittman  
 V12. Company Type (*Check one*):      Sole Proprietorship Partnership    Corporation

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

Date: June 8, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FOR SERVICES OF INDEPENDENT CONTRACTOR

BC\_06-023

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter **COUNTY**) and **COAST VALLEY SUSTANCE ABUSE TREATMENT PROGRAM** having its principal place of business at Santa Maria, California (hereafter **CONTRACTOR**) wherein **CONTRACTOR** agrees to provide and **COUNTY** agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE:** Assistant Director – Alcohol and Drug Program (ADP) (telephone number 805-681-5440) is the representative of **COUNTY** and will administer this Agreement for and on behalf of **COUNTY**. Craig Hamlin (telephone number 805-739-1512) is the authorized representative for **CONTRACTOR**. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first-class mail, postage prepaid, or hand delivered as follows:

A. To **COUNTY:** Director  
Santa Barbara County  
Alcohol, Drug, and Mental Health Services  
300 N. San Antonio Road  
Santa Barbara, CA 93110

B. To **CONTRACTOR:** Craig Hamlin, Executive Director  
Coast Valley Substance Abuse Treatment Program  
2320 Thompson Street, Suite D  
Santa Maria, CA 93454

or at such other address, or to such other person, that the parties may from time-to-time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following the deposit in the United States mail.

3. **SCOPE OF SERVICES.** **CONTRACTOR** agrees to provide services to **COUNTY** in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. **TERM. CONTRACTOR** shall commence performance on **July 1, 2004** and end performance upon completion, but no later than **June 30, 2006** unless otherwise directed by **COUNTY** or unless earlier terminated.

**COUNTY** executed on 9/14/04 Purchase Agreement CN02143 with **CONTRACTOR** in the amount of \$91,000 for the period July 1, 2004 through June 30, 2005. During the term of that Purchase Agreement, at the request of **COUNTY**, **CONTRACTOR** served a greater number of clients than originally contemplated by the Purchase Agreement, thereby incurring total expenses beyond the value of the Purchase Agreement and in excess of \$100,000. This Agreement, which is made to cancel, nullify, and supersede Purchase Agreement CN02143, provides \$140,000 for Fiscal Year 2004-2005. This Agreement also extends the term through June 30, 2006, providing \$350,000 for Fiscal Year 2005-2006.

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**, electronically for services on a monthly basis using an invoice supplied by **COUNTY**. Unless otherwise specified in Exhibit B, payment shall be made by **COUNTY** net thirty - (30) days from **COUNTY's** final acceptance of invoice, per Exhibit B, Item 4.
6. **INDEPENDENT CONTRACTOR. CONTRACTOR** shall perform all of its services under this Agreement as an independent **CONTRACTOR** and not as an employee of **COUNTY**. **CONTRACTOR** understands and acknowledges that it shall not be entitled to any of the benefits of a **COUNTY** employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, Workers' Compensation insurance, and protection of tenure.
7. **STANDARD OF PERFORMANCE. CONTRACTOR** represents that it has the skills, expertise, and licenses and/or permits necessary to perform the services required under this Agreement. Accordingly, **CONTRACTOR** shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which **CONTRACTOR** is engaged. All products of whatsoever nature that **CONTRACTOR** delivers to **COUNTY**, pursuant to this Agreement, shall be prepared in a manner, which will conform to high standards of quality and shall conform to the standards of quality normally observed by a person practicing in **CONTRACTOR's** profession. **CONTRACTOR** shall correct or revise any errors or omissions, at **COUNTY'S** request, without additional compensation. Permits and/or licenses shall be obtained and maintained by **CONTRACTOR** without additional compensation.
8. **TAXES. COUNTY** shall not be responsible for paying any taxes on **CONTRACTOR's** behalf, and should **COUNTY** be required to do so by State, Federal, or local taxing agencies, **CONTRACTOR** agrees to reimburse **COUNTY**



within one (1) week for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and Workers' Compensation insurance.

9. **CONFLICT OF INTEREST. CONTRACTOR** covenants that **CONTRACTOR** presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such interest shall be employed by **CONTRACTOR**.
10. **RESPONSIBILITIES OF COUNTY. COUNTY** shall provide all information reasonably necessary by **CONTRACTOR** in performing the services provided herein.
11. **OWNERSHIP OF DOCUMENTS. COUNTY** shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Agreement is completed or terminated prior to completion. **CONTRACTOR** is the legal owner and Custodian of Records for all **COUNTY** client files generated by this Agreement and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code Section 5328, the Code of Federal Regulations, Title 45 Section 205.50, and Health Insurance Portability and Accountability Act (HIPAA) in the handling and maintenance of such files. **CONTRACTOR** shall inform all of its officers, employees, and agents of the confidentiality provisions of said statutes. **CONTRACTOR** further agrees to provide **COUNTY** with copies of all **COUNTY** client file documents resulting from this Agreement without requiring any further written release of information.

**CONTRACTOR** shall adhere to HIPAA regulations and develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate a reasonable effort to secure written and/or electronic data. **CONTRACTOR** shall anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States, or in any other country except as determined at the sole discretion of **COUNTY**. **COUNTY** shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW. CONTRACTOR** shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent

practitioner of **CONTRACTOR's** profession and shall maintain such records in compliance with applicable Federal and State laws and in no event less than five (5) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. **COUNTY** shall have the right to audit and review all such documents and records at any time during **CONTRACTOR's** regular business hours or upon reasonable notice. **CONTRACTOR** shall comply with Federal and State confidentiality laws and codes with regard to maintaining and handling all records.

13. **INDEMNIFICATION AND INSURANCE.** **CONTRACTOR** shall agree to defend, indemnify and hold harmless the **COUNTY** and to procure and maintain insurance in accordance with the provisions of Exhibit C attached hereto and incorporated herein by reference.
14. **NON-DISCRIMINATION.** **COUNTY** hereby notifies **CONTRACTOR** that Santa Barbara County Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein, and **CONTRACTOR** agrees to comply with said ordinance.

**CONTRACTOR** further certifies under the laws of the State of California that **CONTRACTOR** shall not unlawfully discriminate in the provision of services because of race, color, creed, national origin, sex, age, or physical or mental disability as provided by state and federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)]; Age Discrimination Act of 1975 (42 USC 6101); Rehabilitation Act of 1973 (29 USC 794); Education Amendments of 1972 (20 USC 1681); Americans with Disabilities Act of 1990 (42 USC 12132); Title 45 CFR Part 84; provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.); and regulations promulgated there under (Title 2 CCR Section 7285.0 et seq.); Title 2 Division 3 Article 9.5 of the Government Code, commencing with Section 11135; and Title 9 Division 4 Chapter 6 of the CCR, commencing with Section 10800.

15. **NON-EXCLUSIVE AGREEMENT.** **CONTRACTOR** understands that this is not an exclusive Agreement and that **COUNTY** shall have the right to negotiate and enter into contracts with others providing the same or similar services as those provided by **CONTRACTOR** as the **COUNTY** desires.
16. **ASSIGNMENT.** **CONTRACTOR** shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of **COUNTY**. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

- A. **BY COUNTY.** **COUNTY** may, by written notice to **CONTRACTOR**, terminate this Agreement in whole or in part at any time, whether for **COUNTY** convenience or because of the failure of **CONTRACTOR** to fulfill the obligations herein. Upon receipt of notice, **CONTRACTOR** shall immediately discontinue all services affected (unless the notice directs otherwise), and deliver to **COUNTY** all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by **CONTRACTOR** in performing this Agreement, whether completed or in process.
1. For Convenience. **COUNTY** may terminate this Agreement upon thirty-(30) days written notice. After the end of the thirty - (30) day period **CONTRACTOR** shall cease work and notify **COUNTY** as to the status of its performance.
    - a) Notwithstanding any other payment provision of this Agreement, **COUNTY** shall pay **CONTRACTOR** for service 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 or 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.
  2. For Cause. Should **CONTRACTOR** default in the performance of this Agreement or materially breach any of its provisions, **COUNTY** may, at the **COUNTY's** sole option, terminate this Agreement by written notice which shall be effective upon receipt by **CONTRACTOR**.
- B. **BY CONTRACTOR.** **CONTRACTOR** may, upon thirty – (30) days written notice to **COUNTY**, terminate this Agreement in whole or in part at any time, whether for **CONTRACTOR** convenience or because of the failure of **COUNTY** to fulfill the obligations herein. After the end of the thirty – (30) day period **CONTRACTOR** shall cease work and notify **COUNTY** as to the status of its performance.
- C. Cessation of Funding. **COUNTY** shall have the right to terminate this Agreement or any “Project” herein in the event that the **COUNTY**, state or federal funding for this Agreement ceases prior to the termination date specified in this Agreement.

18. **SECTION HEADINGS.** The headings of the several sections, and any table of contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
19. **PRIOR AGREEMENTS.** This Agreement upon execution, cancels, nullifies, and supersedes Purchase Agreement CN02143 for the period July 1, 2004 through June 30, 2005, between **COUNTY** and **CONTRACTOR**
20. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision, hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
21. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to the parties is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
22. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement, and each covenant and term is a condition herein.
23. **NO WAIVER OF DEFAULT.** No delay or omission of the parties to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to the parties shall be exercised from time-to-time and as often as may be deemed expedient in the sole discretion of either party.
24. **ENTIRE AGREEMENT, AMENDMENTS, AND MODIFICATIONS.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein.

**COUNTY** or **CONTRACTOR** may from time to time request this Agreement to be amended or modified. This Agreement may be amended or modified only by the written mutual consent of the parties hereto. Such an amendment or modification may include but is not limited to, an increase or decrease in the amount of **CONTRACTOR's** compensation, method of compensation, Consumer Price Index adjustments, and the scope of services to be performed hereunder and any such amendments or modifications, the result of which do not exceed ten percent (10%) of the contract's original dollar amount may be approved by the Director of Alcohol, Drug & Mental Health Services.

All other amendments and modifications must be approved by the Board of Supervisors of the County of Santa Barbara. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral Agreements, course of conduct, waiver or estoppel.

25. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.
26. **COMPLIANCE WITH LAW. CONTRACTOR** shall, at his sole cost and expense, comply with all **COUNTY**, State and Federal ordinances and statutes 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** be a party thereto or not, that **CONTRACTOR** has violated any such ordinance or statute, shall be conclusive of that fact as between **CONTRACTOR** and **COUNTY**.
27. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in State court, or in the Federal District Court nearest to Santa Barbara County, if in Federal court.
28. **EXECUTION OF COUNTERPARTS.** This Agreement 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.
29. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and have complied with all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement. Furthermore, by entering into this Agreement, **CONTRACTOR** hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which **CONTRACTOR** is obligated which breach would have a material effect hereon.
30. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

31. **DISPUTE RESOLUTION.** Any dispute or disagreement arising under this contract shall first be addressed and resolved at the lowest possible staff level between the appropriate representatives of the **CONTRACTOR** and of the **COUNTY**. If it cannot be resolved at this level, it is to be elevated to the **CONTRACTOR's** Program Manager and **COUNTY's** relevant Program Manager. If the Managers cannot resolve the dispute, they are to take the following actions:
- A. Decision - Each party shall reduce the dispute to writing and submit to the appropriate ADMHS Assistant Director. The Assistant Director shall assemble a team to investigate the dispute and to prepare a written decision. This decision shall be furnished to the **CONTRACTOR** within thirty - (30) days of receipt of the dispute documentation. This decision shall be final unless appealed within ten (10) days of receipt.
  - B. Appeal –The **CONTRACTOR** may appeal the decision (Item A above) to the Santa Barbara County Alcohol, Drug, and Mental Health Services (ADMHS) – Director, or designee, at 300 N. San Antonio Road, Santa Barbara, CA 93110. The decision of the ADMHS-Director shall be put in writing within twenty - (20) days and a copy thereof mailed to the **CONTRACTOR's** address for notices. The decision of the ADMHS-Director shall be final.
  - C. Pending final decision of the dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Agreement.
  - D. The finality of appeal described herein is meant to imply only that recourse to resolution of disputes through this particular Dispute Resolution mechanism has been concluded. This is in no way meant to imply that the parties have agreed that this mechanism replaces either party's rights to have its disputes with the other party heard and adjudicated in a court of competent jurisdiction.
32. **COMMUNICATION.** **CONTRACTOR** shall acknowledge in any public announcement regarding the program that is the subject of this Agreement that the Santa Barbara County, Alcohol, Drug, and Mental Health Services Department provides all or some funding for the program. Any public announcement shall include and comply with the provisions under "No Unlawful Use or Unlawful Use messages Regarding Drugs or Alcohol," as set forth in Exhibit A, Item 16.
33. **NONAPPROPRIATION.** In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive year(s) of this Agreement, then **COUNTY** will immediately notify **CONTRACTOR** of such occurrence and the Agreement may be terminated by **COUNTY**. Subsequent to the termination of this Agreement under this provision, **COUNTY** shall have no obligation to make payments with regard to the remainder of the term.

34. **THIS AGREEMENT INCLUDES:**

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B – Payment Arrangements
  - EXHIBIT B-1 – Schedule of Services
  - EXHIBIT B-2 – Fee Schedule (Sliding Scale)
- C. EXHIBIT C – Standard Indemnification and Insurance Provisions
- D. EXHIBIT D – HIPAA Privacy Business Associate Addendum

Agreement for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **COAST VALLEY SUBSTANCE ABUSE TREATMENT PROGRAM.**

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

COUNTY OF SANTA BARBARA

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

Chair, Board of Supervisors

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

CONTRACTOR

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

Tax ID No. 77-0527812

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



**EXHIBIT A**  
**Statement of Work**

1. **Coast Valley Substance Abuse Treatment Program** agrees to provide the following services, outlined by “Project”:

**A. Project: OUTPATIENT DRUG FREE (ODF) TREATMENT SERVICES – SUBSTANCE ABUSE CRIME PREVENTION ACT (SACPA) – Prop. 36 and SUBSTANCE ABUSE TREATMENT AND TESTING ACCOUNTABILITY PROGRAM (SATTA) – DRUG TESTING.** Treatment / recovery or rehabilitative services where the client receives drug abuse treatment services that include individual, group and family counseling and/or support services (Non-Residential). **(Note: Substance Abuse Crime Prevention (SACPA) funds will not reimburse services that have a primary diagnosis of alcoholism.)**

- i Services will be provided at the following site(s)
  - a) 2320 Thompson Street, Suite D, Santa Maria, CA 93454
- ii. **CONTRACTOR** will comply with all state and locally established treatment and reporting protocols.
- iii. **CONTRACTOR** will provide for SATTA Substance Abuse Drug Testing services in accordance with S.B.223-Burton. Each client in treatment shall be tested with at least two sticks per urine sample.

This Project is further detailed in the Provider Workbook.

2. **SACPA SERVICES.**

In accepting any Substance Crime Prevention Act (SACPA) funding **CONTRACTOR** agrees to provide treatment and ancillary services related to drug abuse. **CONTRACTOR** further agrees to comply with Title 9, California Code of Regulations (CCR), Section 9505(11) which specifies the individuals that may lawfully provide family counseling: Any “family counseling” shall be provided by an individual licensed or certified in accordance with Business and Professions Code Sections 2836 (Psychiatric Nurse Practitioner), 2838.1 (Clinical Nurse Specialist), 2903 (Clinical Psychologist), 4980 (Marriage and Family Therapist), and 4996 (Licensed clinical Social Worker); or in accordance with Insurance Code Section 10176 (Mental Health Nurse); or by a psychiatrist certified by the American Board of Psychiatry and Neurology, Inc.; or by an intern providing services under the direct supervision of the holder of one of the aforementioned credentials.

3. **FEES.**

**CONTRACTOR** shall assess client fees in accordance with Exhibit B, Item 7, FEE COLLECTION, Exhibit B-2 (Sliding Scale) and the Provider Workbook.

**EXHIBIT A**  
**Statement of Work**

4. **PROVIDER WORKBOOK.**

**CONTRACTOR** and **COUNTY** will continually develop the Provider Workbook that may include performance measures, a description of service, program deliverables, complete budget including staffing, monitoring of client abstinence, and a cultural competency plan for staff.

5. **INTERNAL REVIEW PROCESS.** **CONTRACTOR** agrees in providing treatment services, as stated above, to maintain and furnish to **COUNTY** upon request, an internal review process that **CONTRACTOR** performs to ensure medical necessity, appropriateness and quality of care. This review process shall include, but is not limited to, the following: Client Files, Treatment Plans; Progress Notes; Consent to Treat; Clinical Records; Client Survey and Logs; and Release of Information.

Periodic review meetings between **CONTRACTOR'S** staff and **COUNTY'S** staff shall be held on fiscal and overall performance activity. **CONTRACTOR** shall provide program services as listed in Exhibit A and in the Provider Workbook and shall furnish necessary assessment and treatment plan information in accordance with Federal or State confidentiality laws and the provisions of this agreement.

**CONTRACTOR** further agrees that **COUNTY** contract monitoring staff, and/or **COUNTY** manager, or designee may review and investigate books, records, manuals, procedures, or documents regarding performance of this contract. **COUNTY** will conduct monitoring and evaluation of **CONTRACTOR'S** program on a regular ongoing basis, and **CONTRACTOR** agrees to participate fully in that process.

Any record reviews conducted by **COUNTY**, during the term of this agreement, will be held with or without advance notice during normal business hours.

6. **CERTIFICATION.**

**CONTRACTOR** certifies that neither **CONTRACTOR** nor **CONTRACTOR'S** principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency.

7. **REQUIRED REPORTING FORMS.**

**CONTRACTOR** agrees to submit to **COUNTY** by the 10<sup>th</sup> of the month following the date of service, on forms supplied by **COUNTY**: 1) Monthly Treatment Services Report; 2) CADDs (California Alcohol and Drug Data system) data, consisting of a Registration Form and Episode Summary for each client in treatment; and 3) a completed DATAR (Drug & Alcohol Treatment Access Report) for each treatment site, per 45 CFR Section 96.126.

**EXHIBIT A**  
**Statement of Work**

**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.

**8. REQUIRED NOTIFICATION.**

**CONTRACTOR** will notify **COUNTY** immediately in the event of any:

- A. known or suspected misuse of funds under **CONTRACTOR'S** control;
- B. known complaints against licensed staff; any restrictions in practice or license as stipulated by the state or Federal Government; any criminal investigation of the **CONTRACTOR** being initiated; or any other action being instituted which affects **CONTRACTOR'S** license or practice (for example, sexual harassment accusations);
- C. client who experiences side effects from medication or from the abuse of alcohol and drug that induces behavior that puts themselves, staff or others in danger.

**9. UNION ORGANIZING:**

In accepting federal or state funds, **CONTRACTOR** will not assist, promote, or deter union organizing in accordance with California Government Code Sections 16645 through Section 16649.

**10. RESTRICTIONS ON LOBBYING.**

**CONTRACTOR** agrees that no part of any federal funds shall be used to support lobbying activities to influence proposed or pending federal or state legislation or appropriations.

**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 \$171,900 per year.

**12. LIMITATION OF USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES.**

**CONTRACTOR** may not use funds made available through this contract for the promotion of the legalization of any drug or other substance.

**13. CONFIDENTIALITY OF RECORDS.**

**EXHIBIT A**  
**Statement of Work**

**CONTRACTOR** agrees that all information and records obtained in the course of providing services to clients shall be subject to the confidentiality and disclosure provisions pursuant to state and federal statutes, Title 42 Code of Federal Regulations (CFR) Part 2; Welfare & Institutions Code (W&IC) Section 14100.2; Section 11977 Division 10.5 of the Health and Safety Code (HSC); Title 22 California Code of Regulations (CCR) Section 51009, and Health Insurance Portability and Accountability Act (HIPAA).

**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 this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in Title 42 CFR Part 2; W&IC Section 14100.2; HSC Section 11977; Title 22 CCR Section 51009.q, and HIPAA

**14. HIPAA BUSINESS ASSOCIATE.**

**CONTRACTOR** is a business associate under the Health Insurance Portability and Accountability Act (HIPAA). **CONTRACTOR** agrees with **COUNTY** to the terms set forth in the attached Exhibit D.

**15. DRUG / SMOKE FREE WORKPLACE.**

**CONTRACTOR** certifies under the laws of the State of California to comply within the requirements of the Drug Free Work Place Act of 1990 (Gov. Code § 8350 et seq.).

**CONTRACTOR** further agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are funded by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; services providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women's Infant's, and Children (WIC) coupons are redeemed.

**16. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS OR ALCOHOL.**

**CONTRACTOR** agrees that any information including written statements produced with these funds, and which pertains to drug-and alcohol-related projects, events or programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a

**EXHIBIT A**  
**Statement of Work**

drug-or alcohol-related program shall include any message on the responsible use, if the use is unlawful. (Health and Safety Code Section 11999.

**EXHIBIT B**  
**Payment Arrangements**  
**Negotiated Net Amount (NNA)**

1. For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed **\$490,000** for the term of this agreement; payable **\$140,000** for the period July 1, 2004 to June 30, 2005, and **\$350,000** for the period July 1, 2005 through June 30, 2006, for all Projects listed in Exhibit A.

It is understood that this Agreement upon execution, cancels, nullifies, and supercedes Purchase Agreement CN02143 for the period July 1, 2004 through June 30, 2005.

The **COUNTY'S** total obligation shall in no event exceed **\$490,000** for the term of this Agreement, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Provider Workbook and this Exhibit B, Item 7 and Item 8, below.

2. **MAINTENANCE OF EFFORT.**

- A. **CONTRACTOR** certifies to maintain services, programs, and activity levels that existed prior to receipt of funds under this agreement. Any state, federal funds, including Substance Crime Prevention Act (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 to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in the county.

- B. **CONTRACTOR** is specifically prohibited from using funds from any other source, public or private, to pay **CONTRACTOR's** actual reasonable and necessary costs incurred for each "Project" during the term of this contract or up to the time of termination or cancellation of this contract, or any "Project" contained herein as described in Exhibit A. Violation of this provision or use of **COUNTY** funds for purposes other than described in Exhibit A shall constitute a material breach of this contract.

- C. Funds made available from **COUNTY**, under this Agreement, shall be expended only as indicated in the Provider Workbook, Exhibit A, this Exhibit B, and Exhibit B-1. Such funds shall be the sole source of funds paying for the positions, staffing levels, and operational and other costs as described in the Provider Workbook.

### 3. ALLOWABLE COSTS AND ACTIVITIES.

**COUNTY** shall pay **CONTRACTOR**, for the services provided hereunder, based on **CONTRACTOR's** actual reasonable, necessary, and allowable costs incurred for each Project during the term of this contract, or up to the time of termination or cancellation of this Agreement for any Project contained herein, as described in the Provider Workbook and Exhibit A, and in the manner shown on the electronic invoice. Payment for services and/or reimbursement of costs shall be made upon **CONTRACTOR's** satisfactory performance, based upon the scope and methodology contained in Exhibit A as determined by **COUNTY**, and based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in the Provider Workbook. Invoices **CONTRACTOR** submits to **COUNTY** for payment that are based upon the Provider Workbook and Exhibit A must contain sufficient detail and supporting documentation to enable an audit of the charges

- A. In accordance with Title 9 CCR Section 9530, **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.
- B. Determination of allowable and allocable costs for SACPA funding shall be made utilizing the SACPA guidelines, cost principles published by the Federal Office of Management and Budget (OMB) and OMB Circular A 122, "Cost Principles for Non Profit Organizations."

### 4. PROPER INVOICE.

Monthly (prior to the tenth day of the month following service) **CONTRACTOR** shall submit an electronic invoice to **COUNTY** (adpfinance@co.santa-barbara.ca.us) that is supplied by **COUNTY**, for the services performed over the period specified. **CONTRACTOR** must report to **COUNTY** the total amount of client fees collected by "Project" and the cost by location for each "Project" broken down by type of service (modality) and by unit of service (i.e. hours/bed days/slot days). The **CONTRACTOR's** monthly invoice shall be accompanied by all client and service provision information required by **COUNTY** and the State ADP.

Submission of **CONTRACTOR's** electronic invoice to **COUNTY** certifies that **CONTRACTOR** has read, understands and agrees to the following terms printed on the invoice:

"I hereby certify that all units of service, assessed client fees, and clients reported are true and are for purposes in accordance with agreements set forth in the awarded contract. The contract agency, to the best of its knowledge, has fully complied with the terms and conditions of said contract."

5. **PAYMENT PROCESSINGS:**

- A. **COUNTY** will evaluate the electronic monthly invoice **CONTRACTOR** submits. If the cost for service performed is determined to be satisfactory, and within the scope of Exhibit A, and cost basis of Exhibit B-1, payment processing will be initiated. In no event shall service units from one-month be shifted, added to, or included with another monthly invoice. **COUNTY** shall pay **CONTRACTOR's** monthly invoice(s) for satisfactory work within thirty - (30) days of presentation, subject to **COUNTY** having received the required monthly reports.
- B. Subject to **COUNTY** approval of **CONTRACTOR's** invoice, **COUNTY** shall reimburse **CONTRACTOR** based on the actual costs, less any client fees collected. Based on **CONTRACTOR's** monthly invoice and subject to the monthly maximum payment limitation, if it is determined that **COUNTY** made an error or omission in payment to **CONTRACTOR**, **COUNTY** shall, upon receipt of the next monthly invoice, correct and include in this invoice any said amount(s) due **CONTRACTOR** to adjust for the discrepancy, if any.
- C. Any invoice(s) received by **COUNTY** that has errors or omissions shall be immediately returned to **CONTRACTOR** for correction.
- D. **CONTRACTOR** shall notify **COUNTY** of all corrections to the monthly invoice(s), regardless if they are monetary or not. In the event **CONTRACTOR** identifies a reporting error on a current monthly invoice, already submitted to **COUNTY**, **CONTRACTOR** will immediately notify **COUNTY** of the error. Any corrections to the current monthly invoice shall be corrected by **CONTRACTOR** and returned to **COUNTY** within thirty - (30) days, or prior to submitting the next monthly invoice, whichever is sooner. Upon **CONTRACTOR's** review and approval, **COUNTY** shall accept the revised invoice as the final monthly invoice. Any modifications, errors or omissions that **CONTRACTOR** reports to **COUNTY** after the time period specified above, shall NOT be processed, but will be considered and included by **COUNTY** when the final adjustments are made to **CONTRACTOR's** year-end cost report.
- E. **CONTRACTOR** shall furnish **COUNTY** such financial information necessary for **COUNTY** to determine the reasonable value of the services rendered. In the event of a dispute as to the reasonable value of **CONTRACTOR's** services, **COUNTY's** decision shall be final. Failure on behalf of **COUNTY** to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of **COUNTY's** right to require **CONTRACTOR** to correct such work or billings, or seek any other legal remedy.

6. **REQUIRED REPORTS FOR PAYMENT.**

Payment to **CONTRACTOR** is subject to **COUNTY** receiving the required client prevention and treatment service reports due the 10<sup>th</sup> day following the month of service. Failure to submit these required reports to **COUNTY** will result in a delay in payment to **CONTRACTOR** (See attachment Exhibit A, Item 7).



7. **FEE COLLECTION.**

In accepting funding from **COUNTY**, **CONTRACTOR** agrees to assess client fees towards the cost of treatment in accordance with Section 11991.5 of the Health and Safety Code. 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:

- A.) deducted from the drug treatment program's cost of providing services, in accordance with Health and Safety Code Section 11987.9;
- B.) 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 in accordance with item A above. **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.

8. **MATCH REQUIREMENTS.**

In accepting funding from **COUNTY**, **CONTRACTOR** may be required to provide a match per year, based on 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.

9. **COUNTY'S DESIGNATED REPRESENTATIVE:**

ADMHS-Alcohol and Drug Program  
Attn: Al Rodriguez, Assistant Director  
ADMHS-Alcohol and Drug Program  
300 North San Antonio Road  
Santa Barbara, CA 93110

## 10. AUDITS.

- A. **CONTRACTOR** agrees to furnish **COUNTY** an audit report annually that is executed by a Certified Public Accountant or Public Accountant. Audits shall be conducted in accordance with generally accepted auditing standards (per Title 9, California Code of Regulations (CCR) Section 9545(b) as described in but not limited to: "Government Auditing Standards (1994 Revision)," published for the United States General Accounting Office by the Comptroller General of the United States and performed in accordance with federal Office of Management and Budget (OMB) Circular A-133 (revised June 24, 1997), and Federal OMB Circular A-122 which applies to nonprofit organizations.
- B. **CONTRACTOR** agrees to provide **COUNTY** with copies of any findings from any outside financial audit report of **CONTRACTOR's** programs, pursuant to State of California, federal OMB Circular A-133.
- C. In the event **CONTRACTOR** receives and expends \$300,000, or more, in federal funds (excluding Drug Medi-Cal) **CONTRACTOR** is mandated to purchase and submit to **COUNTY** a single audit report, performed by a Certified Public Accountant or Public Accountant, that will ensure compliance with the SACPA provisions, requirements contained in Title 9 CCR Section 9545(a), and the terms and conditions under which **COUNTY** awarded funds to **CONTRACTOR**. (Authority Title 9 CCR Section 9545 and Federal OMB Circular A 133).
- D. Notwithstanding the above, if **CONTRACTOR** is required to obtain a single audit pursuant to OMB Circular A-133, and/or if **CONTRACTOR** receives funding under SACPA, **CONTRACTOR** shall ensure that the single audit addresses compliance with the requirements of Title 9 CCR Section 9545(g). **COUNTY** may rely on **CONTRACTOR's** single audit as fulfilling the audit responsibilities in Section 9545(a) of Title 9 CCR.
- E. In receiving state and/or federal funds from **COUNTY**, including SACPA, **CONTRACTOR** agrees to submit audit work papers including supporting documents to **COUNTY** within 20- (twenty) days of completion, but no later than seven- (7) months after the end of each fiscal year ending June 30, in accordance with Title 9 CCR Section 9545(h). Audits (including work papers supporting the report) shall be retained for a minimum of five- (5) years from the issuance of the audit report and will be available to the State upon request.
- F. **COUNTY** shall retain all records documenting use of funds for a period of five- (5) years from the end of the fiscal year, or until completion of the state's annual audit and resolution of any resulting audit issues if the audit is not resolved within five- (5) years in accordance with Title 9 CCR Section 9535(e). **COUNTY** shall use the audits reports to establish whether **CONTRACTOR** expended funds in accordance with: the provisions of state and federal guidelines, the provisions of SACPA [Title 9 CCR Section 9545(b)], and the terms and conditions under which **COUNTY** awarded funds to **CONTRACTOR**.
- G. **COUNTY** shall establish a process to resolve disputed findings resulting from **COUNTY's** audit of **CONTRACTOR**. Should it be determined, based on any audit

findings, that **CONTRACTOR** has misspent funds, or that **CONTRACTOR's** reported costs fail to support the costs that **COUNTY** already paid, then **COUNTY** shall demand repayment from **CONTRACTOR** in the amount of such audit findings. Unless negotiated otherwise, **CONTRACTOR** is mandated to remit to **COUNTY** any excess and/or overpayment amounts within thirty (30-days) of **COUNTY's** demand.

#### 11. **ANNUAL COST REPORT.**

At the end of the fiscal year (period of July 1 through June 30) or upon termination or cancellation of the Agreement, if it occurs prior to the close of the fiscal year, **CONTRACTOR** shall prepare a cost report as pertinent to this or predecessor/successor contracts, detailing all the allowable costs that have actually been incurred by **CONTRACTOR** in the performance of the contract(s). Each "Project" contained herein shall be adequately identified and described in the cost report. Such cost report shall be prepared in accordance with the cost reporting requirements of the State ADP and in accordance with any other forms and written guidelines, which may be provided by **COUNTY**. At a minimum, such cost report shall reflect the actual expenditures relative to the original line item amounts declared in **CONTRACTOR's** budget(s) and workbook(s).

The cost report shall be submitted to **COUNTY** within sixty- (60) days following the end of the fiscal year, ending June 30.

- A. If this Agreement is terminated or canceled prior to the close of the fiscal year, the annual cost report shall be for that contract period which ends on the termination or cancellation date and copies of such report shall be submitted to **COUNTY** within sixty- (60) days after such termination or cancellation.
- B. If any "Project" contained in this Agreement is terminated or canceled prior to the close of the fiscal year, a separate cost report shall not be required; however, all cost information pertaining to the terminated or canceled "Project(s)" shall be contained in the annual cost report. Payment of all or part of **CONTRACTOR's** final invoice shall be held pending **COUNTY's** review and approval of the annual cost report.

#### 12. **ANNUAL COST REPORT SETTLEMENT.**

**COUNTY** shall provide **CONTRACTOR** a copy of the final year-end cost report, within ninety (90) days from the date **COUNTY** submits it to the state, along with a formal letter of the findings.

- A. If the cost report shows that the allowable costs that have actually been incurred by **CONTRACTOR** under this agreement exceeds the payments made by **COUNTY**, subject nevertheless to the payment limit of this Agreement, **COUNTY** may remit any such excess amount to **CONTRACTOR**, provided that the payments made, together with any such excess amount, shall not exceed the total contract payment limit.

- B. If it is determined, by **COUNTY** or State ADP, that the annual cost report, audit of the cost report, or **CONTRACTOR's** other financial records show that under this Agreement: the payments made by **COUNTY** exceeded the allowable costs that have actually been incurred by **CONTRACTOR**; that **CONTRACTOR's** costs were disallowed; that costs are not supported by **CONTRACTOR's** service delivery and; that profit was realized on unperformed portions of **CONTRACTOR's** service; then **CONTRACTOR** shall be required to remit any such excess amount to **COUNTY**, or **COUNTY** may credit such sum against any monies due **CONTRACTOR** under this or any other contract.

13. **FINAL COST REPORT ADJUSTMENTS TO CONTRACT.**

- A. In the event **CONTRACTOR's** cost report did not support the actual costs for services delivered, **COUNTY** shall meet with **CONTRACTOR** to discuss and/or negotiate an adjustment in the agreed upon units of service. If **CONTRACTOR's** actual costs failed to support the service delivery resulting in an overpayment by **COUNTY**, the **CONTRACTOR** will be required to refund the overpayment to **COUNTY**. Additionally, based on the cost report, **CONTRACTOR's** cost per unit of service shall be reduced on this Agreement to reflect the lower cost.
- B. **COUNTY** will review and evaluate each "Project" contracted under this Agreement and compare the cost of service (including rates, units of service, and provisional amounts) with **CONTRACTOR's** prior year-end cost report. Based on the findings of **COUNTY**, subsequent notification to **CONTRACTOR** and our mutual agreement **COUNTY** shall adjust this Agreement (including the monthly invoice) to reflect the actual service costs, including but not limited to the service units, rate, and provisional amount as reported on the prior year-end cost report.

**EXHIBIT B-1  
Schedule of Services**

The program services, as listed below, described in Exhibit A and the Provider Workbook shall be reimbursed according to rates shown on the **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** has provided **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	Provisional Amounts	
	7/01/04 to 6/30/05	7/01/05 to 6/30/06
<b>TREATMENT PROGRAM</b>		
SACPA-Prop 36, Outpatient Drug Free (ODF) includes individual and group counseling and SATTA-Drug Testing Funds.	\$140,000	\$350,000
<b>Total Funding in FY 04-05</b>	\$140,000	
<b>Total Funding in FY 05-06</b>	\$350,000	
<b>Grand Total Funding for FY 04-06</b>	<b>\$490,000</b>	
The negotiated rate, units of service and maximum monthly billable amount is reflected on the invoice form and based upon <b>CONTRACTOR's</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b> , all contained in the Provider Workbook.		
<b><u>ESTIMATE OF FEES COLLECTED</u></b>		
When appropriate, <b>CONTRACTOR</b> agrees to assess and charge program fees for NNA and SACPA clients, as outlined in <u>Exhibit B</u> (Paragraph 7) and <u>Exhibit B-2</u> . All fees collected by <b>CONTRACTOR</b> shall be reported to <b>COUNTY</b> on the <b>CONTRACTOR's</b> monthly invoice form.		
<b><u>MATCH FUNDS</u></b>		
<b>CONTRACTOR's</b> program may require Matching Funds as outlined in <b>CONTRACTOR's</b> proposal and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by <b>COUNTY</b> .		

**EXHIBIT B-2  
FEE SCHEDULE  
FY 2004-2005**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	9,310	12,210	15,110	18,010	20,910	23,810	26,710	29,610
<b>10</b>	12,910	15,810	18,710	21,610	24,510	27,410	30,310	33,210
<b>15</b>	16,510	19,410	22,310	25,210	28,110	31,010	33,910	36,810
<b>20</b>	20,110	23,010	25,910	28,810	31,710	34,610	37,510	40,410
<b>25</b>	23,710	26,610	29,510	32,410	35,310	38,210	41,110	44,010
<b>30</b>	27,310	30,210	33,110	36,010	38,910	41,810	44,710	47,610
<b>35</b>	30,910	33,810	36,710	39,610	42,510	45,410	48,310	51,210
<b>40</b>	34,510	37,410	40,310	43,210	46,110	49,010	51,910	54,810
<b>45</b>	38,110	41,010	43,910	46,810	49,710	52,610	55,510	58,410
<b>50</b>	41,710	44,610	47,510	50,410	53,310	56,210	59,110	62,010
<b>55</b>	45,310	48,210	51,110	54,010	56,910	59,810	62,710	65,610
<b>60</b>	48,910	51,810	54,710	57,610	60,510	63,410	66,310	69,210
<b>65</b>	52,510	55,410	58,310	61,210	64,110	67,010	69,910	72,810
<b>70</b>	56,110	59,010	61,910	64,810	67,710	70,610	73,510	76,410
<b>75</b>	59,710	62,610	65,510	68,410	71,310	74,210	77,110	80,010
<b>80</b>	63,310	66,210	69,110	72,010	74,910	77,810	80,710	83,610
<b>85</b>	66,910	69,810	72,710	75,610	78,510	81,410	84,310	87,210
<b>90</b>	70,510	73,410	76,310	79,210	82,110	85,010	87,910	90,810

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	776	1,018	1,259	1,501	1,743	1,984	2,226	2,468
<b>10</b>	1,076	1,318	1,559	1,801	2,043	2,284	2,526	2,768
<b>15</b>	1,376	1,618	1,859	2,101	2,343	2,584	2,826	3,068
<b>20</b>	1,676	1,918	2,159	2,401	2,643	2,884	3,126	3,368
<b>25</b>	1,976	2,218	2,459	2,701	2,943	3,184	3,426	3,668
<b>30</b>	2,276	2,518	2,759	3,001	3,243	3,484	3,726	3,968
<b>35</b>	2,576	2,818	3,059	3,301	3,543	3,784	4,026	4,268
<b>40</b>	2,876	3,118	3,359	3,601	3,843	4,084	4,326	4,568
<b>45</b>	3,176	3,418	3,659	3,901	4,143	4,384	4,626	4,868
<b>50</b>	3,476	3,718	3,959	4,201	4,443	4,684	4,926	5,168
<b>55</b>	3,776	4,018	4,259	4,501	4,743	4,984	5,226	5,468
<b>60</b>	4,076	4,318	4,559	4,801	5,043	5,284	5,526	5,768
<b>65</b>	4,376	4,618	4,859	5,101	5,343	5,584	5,826	6,068
<b>70</b>	4,676	4,918	5,159	5,401	5,643	5,884	6,126	6,368
<b>75</b>	4,976	5,218	5,459	5,701	5,943	6,184	6,426	6,668
<b>80</b>	5,276	5,518	5,759	6,001	6,243	6,484	6,726	6,968
<b>85</b>	5,576	5,818	6,059	6,301	6,543	6,784	7,026	7,268
<b>90</b>	5,876	6,118	6,359	6,601	6,843	7,084	7,326	7,568

**EXHIBIT B-2  
FEE SCHEDULE  
FY 2005-2006**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
<b>10</b>	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
<b>15</b>	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
<b>20</b>	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
<b>25</b>	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
<b>30</b>	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
<b>35</b>	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
<b>40</b>	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
<b>45</b>	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
<b>50</b>	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
<b>55</b>	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
<b>60</b>	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
<b>65</b>	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
<b>70</b>	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
<b>75</b>	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
<b>80</b>	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
<b>85</b>	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
<b>90</b>	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
<b>10</b>	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
<b>15</b>	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
<b>20</b>	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
<b>25</b>	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
<b>30</b>	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
<b>35</b>	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
<b>40</b>	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
<b>45</b>	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
<b>50</b>	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
<b>55</b>	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
<b>60</b>	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
<b>65</b>	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
<b>70</b>	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
<b>75</b>	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
<b>80</b>	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
<b>85</b>	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
<b>90</b>	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

**EXHIBIT C**  
**STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS**  
**for contracts REQUIRING professional liability insurance**

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**INSURANCE**

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while



performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and if the **COUNTY** has other valid and collectible insurance that other insurance shall be excess and non-contributory."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

**EXHIBIT D**  
**HIPAA Privacy Business Associate Addendum**

- 1. Use and Disclosure of Protected Health Information**  
Except as otherwise provided in this Amendment, the Contractor may use or disclose protected health information (“PHI”) to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Privacy Rule. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. [45 Code of Federal Regulations sections 164.502(e), 164.504(e)(2)(i)(A) and (B), 164.506, 164.508, 164.510, 164.512 and 164.514]
- 2. Further Disclosure of PHI**  
The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law. [45 Code of Federal Regulations sections 164.502, 164.504(e)(2)(i) and (e)(2)(ii)(A), 164.506, 164.508, 164.510, 164.512 and 164.514]
- 3. Safeguarding PHI**  
The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)(B), 164.530(c)(2)]
- 4. Unauthorized use or Disclosure of PHI**  
The Contractor shall report to the County any use or disclosure of PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule. [45 Code of Federal Regulations sections 164.504(e)(2)(ii)©]
- 5. Agents and Subcontractors of the Business Associate**  
The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. [45 Code of Federal regulations sections 164.504 (e)(2)(ii)(D)]
- 6. Access to PHI**  
At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal section 164.524.
- 7. Amendments to Designated Record Sets**

The Contractor shall make any amendment(s) to PHI in a designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the county in accordance with 45 Code of Federal Regulations section 164.526.

**8. Documentation of Uses and Disclosures**

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

**9. Accounting Disclosure**

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal regulations section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations section 164.528.

**10. Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United States Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the privacy requirements, in the time and manner designated by the County of the Secretary.

**11. Destruction of PHI**

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

- (1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or
- (2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors of agents of the Contractor. The contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 8 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI. [45 code of federal Regulations sections 164.504(e)(2)(ii)(I)]

**12. Amendments**

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

**13. Mitigation of Disallowed Uses and Disclosures**

The Contractor shall mitigate, to the extent practicable, any harmful effect that is know to the Contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of the underlying Agreement or the Privacy Rule. [45 Code of Federal Regulations sections 164.530(f)]

**14. Termination of Agreement**

The County shall terminate the underlying Agreement upon knowledge of a material breach by the contractor of which the Contractor fails to cure. [45 code of Federal Regulations sections 164.504(e)(2)(iii)]

**15. Definitions**

Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the Privacy Rule.

**16. Interpretation**

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the Privacy Rule.

# CONTRACT SUMMARY PAGE

## Amendment to BC 05-086

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 ..... FY 04-06  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number.....  
 D4. Department Name ..... ADMHS – Alcohol & Drug Program  
 D5. Contact Person..... Al Rodriguez  
 D6. Telephone ..... (805) 681-5442

K1. Contract Type (*check one*):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... NNA Amended Contract for treatment services  
 K3. Original Contract Amount ..... \$492,800  
 K4. Contract Begin Date ..... 07/01/2004  
 K5. Original Contract End Date ..... 06/30/2005  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
2	07/01/2004	\$946,800	\$1,151,800	\$1,644,600	06/30/2006	Incr. 04-05 funding & extend term

B1. Is this a Board Contract? (*Yes/No*) ..... Yes  
 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 ..... \$740,800  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (*if applicable*) ..... 6240, 6244, 6249, 6243 (Program Codes)  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) ..... 324348  
 V2. Payee/Contractor Name ..... Good Samaritan  
 V3. Mailing Address ..... 731 South Lincoln Street  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Maria, CA 93458  
 V5. Telephone Number ..... 805-346-8185  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 77-0133375  
 V7. Contact Person ..... Sylvia Barnard  
 V8. Workers Comp Insurance Expiration Date ..... 06/15/06  
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 09/18/2005  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff) ..... Jennie Pittman  
 V12. Company Type (*Check one*): Sole Proprietorship Partnership  Corporation

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

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

## 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 05-086, by and between the **County of Santa Barbara (COUNTY)** and **Good Samaritan Shelter (CONTRACTOR)**, for the continued provision of the services specified herein.

Whereas, **COUNTY** would like to amend the compensation paid to **CONTRACTOR** under the Fiscal Year 04-05 contract by \$43,000.00 to pay for services provided by **CONTRACTOR** beyond that contemplated by the original contract; and

Whereas, **COUNTY** also intends to extend the term of the existing contract through the Fiscal Year 05-06 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 8/17/04, and the First Amended Contract, approved by the County Board of Supervisors on 1/25/05, except as modified by 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 4, Term, of the Agreement and replace with the following:**

- 4. TERM. CONTRACTOR** shall commence performance on **July 1, 2004** and end performance upon completion, but no later than **June 30, 2006** unless otherwise directed by **COUNTY** or unless earlier terminated.

II. Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:

**EXHIBIT B  
PAYMENT ARRANGEMENTS  
NEGOTIATED NET AMOUNT (NNA)**

1. For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed **\$1,644,600** for the term of this Second Amended Contract; payable **\$740,800** for the period July 1, 2004 to June 30, 2005, and **\$903,800** for the period July 1, 2005 through June 30, 2006, for all Projects listed in Exhibit A.

The **COUNTY'S** total obligation shall in no event exceed **\$1,644,600** for the term of this Second Amended Contract, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Provider Workbook and Exhibit B, Item 7 and Item 8.

III. 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 shall be reimbursed according to rates shown on the **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** has provided **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	Provisional Amounts	
	7/01/04 to 6/30/05	7/01/05 to 6/30/06
<p align="center"><b>NON-RESIDENTIAL</b></p> <p>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)</p>	<b>\$365,800</b>	<b>\$413,800</b>
<p align="center"><b>RESIDENTIAL DETOX</b></p> <p>Residential Detox and SATTA-Drug Testing (Funding from NNA SACPA, ADP-CalWORKs and SATTA)</p>		
<b>PERINATAL TREATMENT SERVICES</b>		
Transitional Living Center – Perinatal (NNA Only)		
Outpatient Drug Free (ODF) services for pregnant & parenting women (beyond 60 days postpartum), consisting of individual and group counseling (NNA)	<b>\$170,000</b>	<b>\$170,000</b>
Transportation - for perinatal clients to and from treatment services (NNA only)		
Perinatal Child Care & Case Management (NNA only)		
<p><b>SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION GRANT</b></p> <p>Implement the First Steps System of Care Perinatal Residential Treatment Project (beginning Dec. 1, 2004)</p>	<b>\$205,000</b>	<b>\$320,000</b>
<b>Total Funding in FY 04-05</b>	<b>\$740,800</b>	
<b>Total Funding in FY 05-06</b>		<b>\$903,800</b>
<b>Grand Total Funding for FY 04-06</b>	<b>\$1,644,600</b>	
<p>The negotiated rate, units of service and maximum monthly billable amount is reflected on the invoice form and based upon <b>CONTRACTOR'S</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b>, all contained in the Provider Workbook.</p>		

**ESTIMATE OF FEES COLLECTED**

When appropriate, **CONTRACTOR** agrees to assess and charge program fees for NNA and SACPA clients, as outlined in Exhibit B (Paragraph 7) and Exhibit B-2. All fees collected by **CONTRACTOR** shall be reported to **COUNTY** on the **CONTRACTOR's** monthly invoice form.

**MATCH FUNDS**

**CONTRACTOR's** program may require Matching Funds as outlined in **CONTRACTOR's** proposal and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by **COUNTY**.

**IV. Add Exhibit B-2, Fee Schedule (Sliding Scale) for the period 07/01/05 to 06/30/06:**

**EXHIBIT B-2  
COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2005-2006**

FEE PER VISIT	ANNUAL GROSS FAMILY INCOME NUMBER OF DEPENDENTS							
	1	2	3	4	5	6	7	8
5	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
10	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
15	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
20	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
25	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
30	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
35	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
40	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
45	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
50	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
55	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
60	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
65	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
70	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
75	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
80	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
85	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
90	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

FEE PER VISIT	MONTHLY GROSS FAMILY INCOME NUMBER OF DEPENDENTS							
	1	2	3	4	5	6	7	8
5	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
10	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
15	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
20	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
25	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
30	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
35	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
40	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
45	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
50	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
55	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
60	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
65	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
70	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
75	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
80	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
85	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
90	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

**SIGNATURE PAGE**

Second Amended Contract for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **Good Samaritan Shelter**.

**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. 77-0133375

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

# CONTRACT SUMMARY PAGE

# Amendment to BC 05-100

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 ..... FY 04-06  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number.....  
 D4. Department Name ..... ADMHS – Alcohol & Drug Program  
 D5. Contact Person..... Al Rodriguez  
 D6. Telephone ..... (805) 681-5442

K1. Contract Type (*check one*):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... NNA Amended Contract for treatment services  
 K3. Original Contract Amount ..... \$350,753  
 K4. Contract Begin Date ..... 07/01/2004  
 K5. Original Contract End Date ..... 06/30/2005  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	07/01/2004	\$506,753	\$506,753	\$857,506	06/30/2006	Incr. 04-05 funding & extend term

B1. Is this a Board Contract? (*Yes/No*) ..... Yes  
 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 ..... \$428,753  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (*if applicable*) ..... 6240, 6243, 6246 (Program Codes)  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) ..... 258737  
 V2. Payee/Contractor Name ..... Mental Health Systems  
 V3. Mailing Address ..... 94654 Farnham Street  
 V4. City, State (two-letter) Zip (include +4 if known) ..... San Diego, CA 92123  
 V5. Telephone Number ..... 858-753-2600  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 95-3302967  
 V7. Contact Person ..... Bill Eastwood  
 V8. Workers Comp Insurance Expiration Date ..... 04/01/06  
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 10/01/05  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff) ..... Jennie Pittman  
 V12. Company Type (*Check one*): Sole Proprietorship Partnership  Corporation

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

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

## FIRST AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the first amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-100 by and between the **County of Santa Barbara (COUNTY)** and **Mental Health Systems (CONTRACTOR)**, for the continued provision of the services specified herein.

Whereas, **COUNTY** would like to amend the compensation paid to **CONTRACTOR** under the Fiscal Year 04-05 contract by \$78,000.00 to pay for services provided by **CONTRACTOR** beyond that contemplated by the original contract; and

Whereas, **COUNTY** also intends to extend the term of the existing contract through the Fiscal Year 05-06 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 9/7/04, except as modified by this First 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 4, Term, of the Agreement and replace with the following:**

- 4. TERM.** **CONTRACTOR** shall commence performance on July 1, 2004 and end performance upon completion, but no later than June 30, 2006 unless otherwise directed by **COUNTY** or unless earlier terminated.

**II. Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:**

**EXHIBIT B  
PAYMENT ARRANGEMENTS  
NEGOTIATED NET AMOUNT (NNA)**

1. For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed \$857,506 for the term of this First Amended Contract; payable \$428,753 for the period July 1, 2004 to June 30, 2005, and \$428,753 for the period July 1, 2005 through June 30, 2006, for all Projects listed in Exhibit A.

The **COUNTY'S** total obligation shall in no event exceed \$857,506 for the term of this First Amended Contract, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Program Workbook and Exhibit B, Item 6 and Item 7.

III. 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 shall be reimbursed according to rates shown on the **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** has provided **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 Amounts	
	7/01/04 to 6/30/05	7/01/05 to 6/30/06
<b>NON-RESIDENTIAL</b>		
Outpatient Drug Free (ODF) Substance Abuse Treatment Court (Negotiated Net Amount and Drug Court funds) includes individual and group counseling	\$428,753	\$428,753
SACPA-Prop 36, Level 1-3 Services and Support Services (In accordance with the Program Workbook) includes SATTA-Drug Testing Funds		
<b>Total Funding in FY 04-05</b>	\$428,753	
<b>Total Funding in FY 05-06</b>	\$428,753	
<b>Grand Total Funding for FY 04-06</b>	<b>\$857,506</b>	
The negotiated rate, units of service and maximum monthly billable amount is reflected on the invoice form and based upon <b>CONTRACTOR's</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b> , all contained in the Provider Workbook.		
<b><u>ESTIMATE OF FEES COLLECTED</u></b>		
When appropriate, <b>CONTRACTOR</b> agrees to assess and charge program fees for NNA and SACPA clients, as outlined in <u>Exhibit B</u> (Paragraph 7) and <u>Exhibit B-2</u> . All fees collected by <b>CONTRACTOR</b> shall be reported to <b>COUNTY</b> on the <b>CONTRACTOR's</b> monthly invoice form.		
<b><u>MATCH FUNDS</u></b>		
<b>CONTRACTOR's</b> program may require Matching Funds as outlined in <b>CONTRACTOR's</b> proposal and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by <b>COUNTY</b> .		

IV. Add Exhibit B-2, Fee Schedule (Sliding Scale) for the period 07/01/05 to 06/30/06:

**EXHIBIT B-2  
COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2005-2006**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
<b>10</b>	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
<b>15</b>	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
<b>20</b>	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
<b>25</b>	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
<b>30</b>	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
<b>35</b>	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
<b>40</b>	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
<b>45</b>	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
<b>50</b>	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
<b>55</b>	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
<b>60</b>	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
<b>65</b>	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
<b>70</b>	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
<b>75</b>	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
<b>80</b>	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
<b>85</b>	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
<b>90</b>	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
<b>10</b>	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
<b>15</b>	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
<b>20</b>	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
<b>25</b>	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
<b>30</b>	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
<b>35</b>	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
<b>40</b>	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
<b>45</b>	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
<b>50</b>	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
<b>55</b>	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
<b>60</b>	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
<b>65</b>	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
<b>70</b>	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
<b>75</b>	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
<b>80</b>	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
<b>85</b>	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
<b>90</b>	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589



**SIGNATURE PAGE**

First Amended Contract for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **Mental Health Systems.**

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

COUNTY OF SANTA BARBARA

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

Chair, Board of Supervisors

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

CONTRACTOR

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

Tax ID No. 95-3302967

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

# CONTRACT SUMMARY PAGE

# Amendment to 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 ..... FY 05-06  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number .....  
 D4. Department Name ..... ADMHS – Alcohol & Drug Program  
 D5. Contact Person ..... Al Rodriguez  
 D6. Telephone ..... (805) 681-5442

K1. Contract Type (*check one*):  Personal Service    Capital  
 K2. Brief Summary of Contract Description/Purpose ..... Amended Contract for NNA treatment services  
 K3. Original Contract Amount ..... \$683,900  
 K4. Contract Begin Date ..... 07/01/2004  
 K5. Original Contract End Date ..... 06/30/2005  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	07/01/2005	\$565,450	\$565,450	\$1,249,350	06/30/2006	Extend term by 1 yr & add 05-06 funding

B1. Is this a Board Contract? (*Yes/No*) ..... Yes  
 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 ..... \$565,450  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (*if applicable*) ..... 6243, 6240, 6244, 6249, 6351, 6353  
 (Program Codes)  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) ..... 710170  
 V2. Payee/Contractor Name ..... CADA – Santa Barbara  
 V3. Mailing Address ..... P.O. Box 28  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93102  
 V5. Telephone Number ..... 805-564-6057  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 95-1878858  
 V7. Contact Person ..... Penny Jenkins  
 V8. Workers Comp Insurance Expiration Date ..... 03/12/2006  
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 04/01/06  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff) ..... Jennie Pittman  
 V12. Company Type (*Check one*):      Sole Proprietorship Partnership  Corporation

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

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

## FIRST AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the first amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-085, by and between the **County of Santa Barbara (COUNTY)** and **The Council on Alcoholism and Drug Abuse (CONTRACTOR)**, for the continued provision of the services specified herein.

Whereas, **COUNTY** intends to extend the term of the existing contract through the Fiscal Year 05-06 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 8/17/04, except as modified by this First 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 4, Term, of the Agreement and replace with the following:**

- 4. TERM.** This First Amended Contract is effective July 1, 2005. **CONTRACTOR** shall commence performance on that date and shall end performance upon completion, but no later than June 30, 2006 unless otherwise directed by **COUNTY** or unless earlier terminated.

**II. Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:**

**EXHIBIT B  
PAYMENT ARRANGEMENTS  
NEGOTIATED NET AMOUNT (NNA)**

- For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed \$565,450 for the term of this First Amended Contract for all Projects listed in Exhibit A.

The **COUNTY'S** total obligation shall in no event exceed \$565,450 for the term of this First Amended Contract, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Provider Workbook and Exhibit B, Item 7 and Item 8.

**III. 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 the **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** has provided **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.

<b>TYPE OF SERVICE</b>	<b>TERM: 07/01/05 to 06/30/06</b>
<b>NON-RESIDENTIAL</b>	<b>Total Annual Provisional Amount</b>
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)	<b>\$375,450</b>
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 Detox: (NNA SACPA and ADP Cal-WORKs)	
<b>PERINATAL TREATMENT SERVICES</b>	
Perinatal Day Care Rehabilitative (PN DCR) and SATTA Drug Testing (SACPA, and SATTA)	<b>\$70,000</b>
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)	
<b>PREVENTION SERVICES</b>	
Primary Prevention – SDFSC-Environmental Approaches.	<b>\$60,000</b>
Primary Prevention – Friday Night Live and Club Live Alternatives and Environmental Approaches	<b>\$60,000</b>
<b>Total Funding in FY 05-06</b>	<b>\$565,450</b>
The negotiated rate, units of service and maximum monthly billable amount is reflected on the invoice form and based upon <b>CONTRACTOR's</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b> , all contained in the Provider Workbook.	

**ESTIMATE OF FEES COLLECTED**

When appropriate, **CONTRACTOR** agrees to assess and charge program fees for NNA and SACPA clients, as outlined in Exhibit B (Paragraph 7) and Exhibit B-2. All fees collected by **CONTRACTOR** shall be reported to **COUNTY** on the **CONTRACTOR's** monthly invoice form.

**MATCH FUNDS**

**CONTRACTOR's** program may require Matching Funds as outlined in **CONTRACTOR's** proposal and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by **COUNTY**.

**IV. Add Exhibit B-2, Fee Schedule (Sliding Scale) for the period 07/01/05 to 06/30/06:**

**EXHIBIT B-2**

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2005-2006**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
<b>10</b>	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
<b>15</b>	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
<b>20</b>	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
<b>25</b>	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
<b>30</b>	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
<b>35</b>	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
<b>40</b>	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
<b>45</b>	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
<b>50</b>	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
<b>55</b>	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
<b>60</b>	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
<b>65</b>	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
<b>70</b>	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
<b>75</b>	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
<b>80</b>	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
<b>85</b>	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
<b>90</b>	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
<b>10</b>	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
<b>15</b>	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
<b>20</b>	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
<b>25</b>	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
<b>30</b>	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
<b>35</b>	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
<b>40</b>	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
<b>45</b>	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
<b>50</b>	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
<b>55</b>	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
<b>60</b>	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
<b>65</b>	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
<b>70</b>	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
<b>75</b>	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
<b>80</b>	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
<b>85</b>	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
<b>90</b>	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

**SIGNATURE PAGE**

First Amended Contract for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **The Council on Alcoholism and Drug Abuse**.

**IN WITNESS WHEREOF**, the parties have executed this First 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. 95-1878858

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

# CONTRACT SUMMARY PAGE

# Amendment to BC 05-133

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 ..... FY 05-06  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number.....  
 D4. Department Name ..... ADMHS – Alcohol & Drug Program  
 D5. Contact Person..... Al Rodriguez  
 D6. Telephone ..... (805) 681-5442

K1. Contract Type (*check one*):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... Amended Contract for prevention services  
 K3. Original Contract Amount ..... \$118,750  
 K4. Contract Begin Date ..... 01/18/2005  
 K5. Original Contract End Date ..... 06/30/2005  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	07/01/2005	\$148,693	\$148,693	\$267,443	06/30/2006	Extend term by 1 y & add 05-06 funding

B1. Is this a Board Contract? (*Yes/No*)..... Yes  
 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 ..... \$148,693  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (*if applicable*) ..... 6351, 6353 (Program Codes)  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing)..... 341904  
 V2. Payee/Contractor Name ..... HOZHO Institute and Consulting Group  
 V3. Mailing Address ..... 845 Willowglen Road  
 V4. City, State (two-letter) Zip (include +4 if known)..... Santa Barbara, CA 93105  
 V5. Telephone Number ..... 805-682-9007  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 224-74-0908  
 V7. Contact Person..... Dr. Onolee Zwicke  
 V8. Workers Comp Insurance Expiration Date ..... N/A – Contractor has no employees  
 V9. Liability Insurance Expiration Date[s] (*G=Gen*); G – 7/15/2005  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff)..... Jennie Pittman  
 V12. Company Type (*Check one*):  Sole Proprietorship  Partnership  Corporation

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

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst



## FIRST AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the first amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-133 by and between the **County of Santa Barbara (COUNTY)** and **The HOZHO Institute and Consulting Group (CONTRACTOR)**, for the continued provision of the services specified herein.

Whereas, **COUNTY** intends to extend the term of the existing contract through the Fiscal Year 05-06 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 1/25/05, except as modified by this First 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 4, Term, of the Agreement and replace with the following:**

- 4. TERM.** This First Amended Contract is effective **July 1, 2005**. **CONTRACTOR** shall commence performance on that date and shall end performance upon completion, but no later than **June 30, 2006** unless otherwise directed by **COUNTY** or unless earlier terminated.

**II. Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:**

#### EXHIBIT B PAYMENT ARRANGEMENTS

1. For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed **\$148,693** for the term of this First Amended Contract for all Projects listed in Exhibit A.

The **COUNTY'S** total obligation shall in no event exceed **\$148,693** for the term of this First Amended Contract, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Program Workbook and Exhibit B, Item 7 and Item 8.

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

**EXHIBIT B-1  
SCHEDULE OF SERVICES**

**COUNTY** and **CONTRACTOR** have mutually agreed to the program services as listed below and as described in Exhibit A, and the Provider Workbook. It is agreed that **COUNTY** has provided **CONTRACTOR** with a signed copy of the Provider Workbook.

The services provided by **CONTRACTOR** shall be reimbursed according to rates shown on the invoice and described in Exhibit B. Specific services shall conform to California Department of Alcohol and Drug Programs service code as defined in Exhibit A.

<u><b>TYPE OF SERVICE</b></u>	<b>Term: 7/01/05 to 6/30/06</b>
	<b>Total Annual Provisional Amount</b>
<b>PRIMARY PREVENTION -</b> Environmental (Service Code 17)	\$70,000
<b>SIG GRANT -</b> Environmental (Service Code 17)	\$78,693
<b>Total Funding in FY 05-06</b>	<b>\$148,693</b>
The negotiated rate, units of service and maximum monthly billable amount is reflected on <b>COUNTY'S</b> invoice form and is based upon <b>CONTRACTOR'S</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b> all contained in the Provider Workbook <b>CONTRACTOR</b> developed with <b>COUNTY</b> .	
<b><u>MATCH FUNDS</u></b>	
<b>CONTRACTOR'S</b> program may require Matching Funds as outlined in <b>CONTRACTOR'S</b> proposal and as described in Exhibit B, Item 1B and Item 5. Any modification in the amount method or source of match funds must be approved by <b>COUNTY</b> .	

**SIGNATURE PAGE**

First Amended Contract for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **The HOZHO Institute and Consulting Group.**

**IN WITNESS WHEREOF**, the parties have executed this First 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. 224-74-0908

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

# CONTRACT SUMMARY PAGE

## Amendment to BC 05-084

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 ..... FY 05-06  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number.....  
 D4. Department Name ..... ADMHS – Alcohol & Drug Program  
 D5. Contact Person..... Al Rodriguez  
 D6. Telephone ..... (805) 681-5442

K1. Contract Type (*check one*):  Personal Service    Capital  
 K2. Brief Summary of Contract Description/Purpose ..... Amended Contract for NNA treatment services  
 K3. Original Contract Amount ..... \$376,100  
 K4. Contract Begin Date ..... 07/01/2004  
 K5. Original Contract End Date ..... 06/30/2005  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	07/01/2005	\$315,100	\$315,100	\$691,200	06/30/2006	Extend term by 1 yr & add 05-06 funding

B1. Is this a Board Contract? (*Yes/No*) ..... Yes  
 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 ..... \$315,100  
 F3. Fund Number ..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (*if applicable*) ..... 6243, 6240 (Program Codes)  
 F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) ..... 899940  
 V2. Payee/Contractor Name ..... Zona Seca  
 V3. Mailing Address ..... W. Figueroa Street  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93101  
 V5. Telephone Number ..... 805-963-8961  
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) ..... 95-2666853  
 V7. Contact Person ..... Frank Banales  
 V8. Workers Comp Insurance Expiration Date ..... 04/01/2006  
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 05/01/06  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff) ..... Jennie Pittman  
 V12. Company Type (*Check one*):      Sole Proprietorship Partnership    Corporation

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

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

## FIRST AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the first amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-084, by and between the **County of Santa Barbara (COUNTY)** and **Zona Seca, Inc. (CONTRACTOR)**, for the continued provision of the services specified herein.

Whereas, **COUNTY** intends to extend the term of the existing contract through the Fiscal Year 05-06 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 8/17/04, except as modified by this First 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 4, Term, of the Agreement and replace with the following:**

- 4. TERM.** This First Amended Contract is effective July 1, 2005. **CONTRACTOR** shall commence performance on that date and shall end performance upon completion, but no later than June 30, 2006 unless otherwise directed by **COUNTY** or unless earlier terminated.

**II. Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:**

**EXHIBIT B  
PAYMENT ARRANGEMENTS  
NEGOTIATED NET AMOUNT (NNA)**

1. For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed \$315,100 for the term of this First Amended Contract for all Projects listed in Exhibit A.

The **COUNTY'S** total obligation shall in no event exceed \$315,100 for the term of this First Amended Contract, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Provider Workbook and Exhibit B, Item 7 and Item 8.

**III. 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 the **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** has provided **CONTRACTOR** with a signed copy of the Provider Workbook.

<b>TYPE OF SERVICE</b>	<b>TERM: 07/01/05 to 06/30/06</b>
<b>NON-RESIDENTIAL</b>	<b>Total Annual Provisional Amount</b>
Outpatient Drug Free (ODF) services – (Adult) consisting of individual (including crisis visits) and group counseling (including family counseling), and SATTA Drug Testing. (NNA, CalWORKs, SACPA and SATTA)	<b>\$315,100</b>
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)	
<b>Total Funding in FY 05-06</b>	<b>\$315,100</b>
The negotiated rate, units of service and maximum monthly billable amount is reflected on the invoice form and based upon <b>CONTRACTOR's</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b> , all contained in the Provider Workbook.	
<b><u>ESTIMATE OF FEES COLLECTED</u></b>	
When appropriate, <b>CONTRACTOR</b> agrees to assess and charge program fees for NNA and SACPA clients, as outlined in <u>Exhibit B</u> (Paragraph 7) and <u>Exhibit B-2</u> . All fees collected by <b>CONTRACTOR</b> shall be reported to <b>COUNTY</b> on the <b>CONTRACTOR's</b> monthly invoice form.	
<b><u>MATCH FUNDS</u></b>	
<b>CONTRACTOR's</b> program may require Matching Funds as outlined in <b>CONTRACTOR's</b> proposal and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by <b>COUNTY</b> .	

**IV. Add Exhibit B-2, Fee Schedule (Sliding Scale) for the period 07/01/05 to 06/30/06:**

**EXHIBIT B-2**

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2005-2006**

**ANNUAL GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
<b>10</b>	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
<b>15</b>	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
<b>20</b>	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
<b>25</b>	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
<b>30</b>	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
<b>35</b>	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
<b>40</b>	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
<b>45</b>	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
<b>50</b>	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
<b>55</b>	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
<b>60</b>	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
<b>65</b>	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
<b>70</b>	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
<b>75</b>	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
<b>80</b>	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
<b>85</b>	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
<b>90</b>	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

**MONTHLY GROSS FAMILY INCOME  
NUMBER OF DEPENDENTS**

<b>FEE PER VISIT</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>
<b>5</b>	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
<b>10</b>	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
<b>15</b>	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
<b>20</b>	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
<b>25</b>	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
<b>30</b>	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
<b>35</b>	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
<b>40</b>	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
<b>45</b>	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
<b>50</b>	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
<b>55</b>	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
<b>60</b>	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
<b>65</b>	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
<b>70</b>	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
<b>75</b>	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
<b>80</b>	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
<b>85</b>	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
<b>90</b>	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

**SIGNATURE PAGE**

First 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 First 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