

## SECOND AMENDMENT 2008-2009

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 07-097**, by and between the **County of Santa Barbara** (County) and **Council on Alcoholism and Drug Abuse** (Contractor), for the continued provision of **Carpinteria START Program**.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in December 2006, the First Amendment approved by the County Board of Supervisors in September 2007, except as modified by this Sixth Amended Contract.

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

**I. Delete Item 4, Term, of the Agreement and replace with the following:**

**TERM.** Contractor shall commence performance on **July 1, 2008**, and end performance upon completion, but no later than **June 30, 2009**, unless otherwise directed by County or unless earlier terminated.

**II. Add Section 8, Reports and Contract Monitoring, to Exhibit A, Statement of Work:**

**8. REPORTS AND CONTRACT MONITORING**

- A. **REVIEW MEETINGS.** Periodic review meetings between Contractor's staff and County's staff shall be held on fiscal and overall performance activity. The Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site reviews of Contractor's patient charting. The Care Coordinators shall be actively involved in the client admission and discharge planning for clients and any hearings resulting from denial of admission.
- B. **UTILIZATION REVIEW PROCESS.** Contractor agrees to cooperate with the County's utilization review process which ensures medical necessity, appropriateness and quality of care. This review may include clinical record peer review, client survey, and other utilization review program monitoring practices. Contractor will cooperate with these programs, and will furnish necessary assessment and treatment plan information, subject to Federal or State confidentiality laws, and provisions of this agreement. Additionally, County Quality Care Management Team may conduct periodic facilities reviews in order to assure the quality of facilities and care provided.
- C. **FISCAL** - Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) described in the Services section of this Exhibit A. Such reports shall be received by

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County no later than twenty (20) calendar days following the end of the month reported.

- D. **STAFFING** - Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.
- E. **PROGRAMMATIC** - Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of Client's admitted/ discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress.
- I. **PROGRAM EVALUATION, PERFORMANCE AND OUTCOME MEASURES.** Contractor shall work with County to ensure satisfactory data collection and compliance with the Outcomes described in Exhibit E, Program Goals, Outcomes and Measures.
- J. **ADDITIONAL REPORTS** - Upon County's request, Contractor shall make such additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

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### III. Delete Exhibit B, Payment Arrangements, and replace with the following:

#### EXHIBIT B

#### FINANCIAL PROVISIONS

(With attached Schedule of Rates [Exhibit B-1])

This Agreement provides for reimbursement for children's mental health services up to a Maximum Contract Amount. For Title XIX Early Periodic Screening Diagnosis and Treatment Medi-Cal (EPSDT), Title XXI Healthy Families, and all other services provided under this Agreement, Contractor will comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code §§5704-5724, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

#### I. PAYMENT FOR SERVICES

- A. Performance of Services. Contractor shall be compensated on a cost reimbursement basis for provision of the Units of Service (UOS) established in Exhibit B-1 based on satisfactory performance of the children's mental health services described in Exhibit A.
- B. Medi-Cal Services. The services provided by Contractor's Program described in Exhibit A are covered by the Medi-Cal Program and will be reimbursed by County from Fifty Percent (50%) Federal Financial Participation (FFP), Forty-five Percent (45%) State share (EPSDT), and Five Percent (5%) local share, as specified in Exhibit B-1.
- C. Healthy Families. The services provided by Contractor's Program described in Exhibit A may be covered by the Healthy Families Program and, as such, will be reimbursed by County from Sixty-five Percent (65%) Federal Financial Participation (FFP) and Thirty-five Percent (35%) local share, only to the extent specified in Exhibit B-1 and only when Contractor has obtained prior authorization from ADMHS to provide services to any Health Families participant. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- D. Non-Medi-Cal Services. County recognizes that the services provided by Contractor's Program described in Exhibit A may be provided to individuals who are not Medi-Cal eligible and such services will be reimbursed by other County funds only to the extent specified in Exhibit B-1. Funds for these services are included within the Maximum Contract Amount, and are subject to the same requirements as funds for services provided pursuant to the Medi-Cal program.
- E. Limitations on Use of Funds Received Pursuant to this Agreement. Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A to this Agreement. Expenses shall comply with the requirements

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established in OMB A-87 and applicable regulations. Violation of this provision or use of County funds for purposes other than those described in Exhibit A shall constitute a material breach of this Agreement.

### II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$113770**. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

### III. OPERATING BUDGET AND PROVISIONAL RATE

- A. Operating Budget. Prior to the Effective Date of this Agreement, Contractor shall provide County with an Operating Budget on a format acceptable to, or provided by County, based on costs net of revenues as described in this Exhibit B, Section IV (Accounting for Revenues). Contractor's approved Operating Budget, attached to this Agreement as Exhibit B-2, shall be used to confirm the Provisional Rate to be paid to Contractor as set forth in Exhibit B-1, for the services to be provided pursuant to this Agreement.
- B. Provisional Rate. County agrees to reimburse Contractor at a Provisional Rate (the "Provisional Rate") during the term of this Agreement. The Provisional Rate shall be established by using the rates from the Contractor's most recently filed cost report, as set forth in Exhibit B-1. At any time during the term of this agreement, Director shall have the option to adjust the Provisional Rate to a rate based on allowable costs less all applicable revenues, as reflected in Contractor's approved Operating Budget. Payment will be based on the UOS accepted into the County's MIS system on a monthly basis.
- C. Adjustment of Provisional Rates. Contractor acknowledges that the Provisional Rates shall be adjusted at the time of the settlement specified in this Exhibit B, Section VIII (Pre-Audit Cost Report Settlement).

### IV. ACCOUNTING FOR REVENUES

- A. Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for EPSDT/Medi-Cal, Healthy Families, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and any other revenue, interest and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.

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- B. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor's procedures shall specifically provide for the identification of delinquent accounts and methods for pursuing such accounts. Contractor shall pursue payment from all potential sources in sequential order, with EPSDT Medi-Cal as payor of last resort. Contractor is to attempt to collect first from Medicare (if site is Medicare certified), then from insurance. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of mental health service units specified in this Agreement.

### V. REALLOCATION OF PROGRAM FUNDING

Contractor shall make written application to Director, in advance, to reallocate funds as outlined in Exhibit B-1 between programs, for the purpose of meeting specific program needs or for providing continuity of care to its clients. Contractor's application shall include a narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining impact of the reallocation as may be applicable to future years. The Director's decision of whether to allow the reallocation of funds shall be in writing to Contractor prior to implementation by Contractor.

### VI. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS:

- A. Submission of Claims and Invoices. Claims for services, are to be entered into the County's Management Information System (MIS) within 10 calendar days of the end of the month in which mental health services are delivered, although late claims may be submitted as needed in accordance with State and federal regulations. In addition to claims submitted into MIS, Contractor shall submit a written invoice within 10 calendar days of the end of the month in which mental health services are delivered that: i) summarizes the information submitted into MIS, including the UOS provided for the month, ii) states the amount owed by County, and iii) includes the contract number and signature of Contractor's authorized representative. Invoices shall be delivered electronically to the County designated representative or to:

Santa Barbara County Alcohol, Drug, and Mental Health Services  
ATTN: Accounts Payable  
300 North San Antonio Road Bldg. 3  
Santa Barbara, CA 93110-1316

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

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

- B. Monthly Expenditure and Revenue Report and Projection Report. Contractor shall submit a

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monthly Expenditure and Revenue Report and Projection Report as described in the Reports Section of Exhibit A to this Agreement.

- C. Withholding Of Payment for Non-submission of MIS and Other Information. If any required MIS data, invoice or report(s) is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Director or designee. Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.
- D. Withholding Of Payment for Unsatisfactory Clinical Documentation. Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum State and County written standards.
- E. Claims Submission Restrictions.
1. Six-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within six (6) months from the date of service to avoid possible payment reduction or denial for late billing. Original (or initial) claims received after this six month billing limit without an acceptable delay reason code are subject to reduction and/or denial by either the State or County. Exceptions to the six month billing limit can be made for months seven through twelve following the month in which the services were rendered if the reason for the late billing is allowed by WIC Section 14115 and Title 22, California Code of Regulations section 51008.5.
  2. No Payment for Services Provided Following Expiration/ Termination of Contract. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.
- F. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- G. Tracking of Expenses. Contractor shall inform County when seventy-five percent (75%) of the Maximum Contract Amount has been incurred based upon Contractor's own billing records. Contractor shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).

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### VII. COST REPORT

- A. Submission of Cost Report. Within forty-five (45) days after the close of the Fiscal Year covered by this Agreement, Contractor shall provide County with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by Contractor in accordance with all applicable federal, state and County requirements and generally accepted accounting principles. Contractor shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by Contractor shall be reported in its annual Cost Report, and shall be used to offset gross cost. Contractor shall maintain source documentation to support the claimed costs, revenues and allocations which shall be available at any time to Director or Designee upon reasonable notice.
- B. Cost Report to be Used for Final Settlement. The Cost Report shall be the final financial and statistical report submitted by Contractor to County, and shall serve as the basis for final settlement to Contractor. Contractor shall document that costs are reasonable and allowable and directly or indirectly related to the services to be provided hereunder.
- C. Withholding Payment. County shall withhold the final month's payment under this Agreement until such time that Contractor submits its complete Annual Cost Report.
- D. Penalties. In addition, failure of Contractor to submit accurate and complete Annual Cost Report(s) by the ninetieth (90<sup>th</sup>) day after the close of the Fiscal Year or the expiration or termination date of this Agreement shall result in:
1. A Late Penalty of ONE HUNDRED DOLLARS (\$100) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The Late Penalty shall be assessed separately on each outstanding Annual Cost Report. The Late Penalty shall commence on the ninety-first (91<sup>st</sup>) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement. County shall deduct the Late Penalty assessed against Contractor from the final month's payment due under the Agreement.
  2. In the event that Contractor does not submit accurate and complete Annual Cost Report(s) by the one-hundred fiftieth (150<sup>th</sup>) day following either the end of the applicable Fiscal Year or the expiration or termination date of this Agreement, then all amounts covered by the outstanding Annual Cost Report(s) and paid by County to Contractor in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be repaid by Contractor to County. Further, County shall terminate any current contracts entered into with Contractor for programs covered by the outstanding Annual Cost Reports.
- F. Audited Financial Reports: Each year of the Contract, the Contractor shall submit to County a copy of their audited annual financial statement, including management comments. This report shall be submitted within thirty (30) days after the report is received by Contractor.

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- G. Single Audit Report: If Contractor is required to perform a single audit, per the requirements of OMB circular A-133, Contractor shall submit a copy of such single audit to County within thirty (30) days of receipt.

### VIII. PREAUDIT COST REPORT SETTLEMENT

- A. Pre-audit Cost Report Settlement. Based on the Annual Cost Report(s) submitted pursuant to this Exhibit B Section VII (Cost Reports) and State approved UOS, at the end of each Fiscal Year or portion thereof that this Agreement is in effect, the State and County will perform a pre-audit cost report settlement. Such settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies and procedures, or requirements pertaining to cost reporting and settlements for applicable federal and/or State programs. Settlement shall be adjusted to the lower of:
1. Contractor's published charge(s) to the general public, as approved by the Contractor's governing board; unless the Contractor is a Nominal Charge Provider. This federal published charges rule is applicable only for the outpatient, rehabilitative, case management and 24-hour services.
  2. The Contractor's actual costs.
  3. The State's Schedule of Maximum Allowances (SMA).
  4. The Maximum Contract Amount (MCA) of this Agreement.
- B. Issuance of Findings. County's issuance of its pre-audit cost report settlement findings shall take place no later than one-hundred-twenty (120) calendar days after the receipt by County from the State of the State's Final Cost Report Settlement package for a particular fiscal year.
- C. Payment. In the event that Contractor adjustments based on any of the above methods indicate an amount due the County, Contractor shall pay County by direct payment within thirty (30) days or from deductions from future payments, if any, at the sole discretion of the Director.

### IX. AUDITS, AUDIT APPEALS AND POST-AUDIT EPSDT/MEDI-CAL FINAL SETTLEMENT

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and federal law including but not limited to the WIC Sections 14170 et. seq., authorized representatives from the County, State or Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided hereunder.
- B. Settlement. Settlement of the audit findings will be conducted according to the



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Responsible Auditing Party's procedures in place. In the case of a State EPSDT/Medi-Cal audit, the State and County will perform a post-audit EPSDT/Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County.

- A. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- B. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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

#### EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES

**CONTRACTOR NAME:** Council on Alcoholism and Drug Abuse

**FISCAL YEAR:** 2008-09

	PROGRAM			TOTAL	
	Carpinteria	START			
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):			
	Outpatient - Placement/Brokerage (15/01-09)	563	-	-	563
	Outpatient Mental Health Services (15/10-59)	43,154	-	-	43,154
	Crisis Intervention (15/70-79)	-			
SERVICE TYPE: M/C, NON M/C		M/C			
UNIT REIMBURSEMENT		minute			
COST PER UNIT/PROVISIONAL RATE:					
	Outpatient - Placement/Brokerage (15/01-09)		\$2.02		
	Outpatient Mental Health Services (15/10-59)		\$2.61		
	Crisis Intervention (15/70-79)		\$3.88		
<b>GROSS COST:</b>		<b>\$ 123,770</b>			<b>\$123,770</b>
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
A	PATIENT FEES				\$0
B	PATIENT INSURANCE				\$0
C	CONTRIBUTIONS	\$ 10,000			\$10,000
D	FOUNDATIONS/TRUSTS				\$0
E	SPECIAL EVENTS				\$0
F	OTHER (LIST):				\$0
<b>TOTAL CONTRACTOR REVENUES</b>		<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$10,000</b>
<b>MAXIMUM CONTRACT AMOUNT:</b>		<b>\$ 113,770</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 113,770</b>
<b>SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT</b>					
A	MEDI-CAL/FFP	\$ 20,000	\$ -	\$ -	\$ 20,000
B	OTHER FEDERAL FUNDS				\$ -
C	REALIGNMENT/VLF FUNDS				\$ -
D	STATE GENERAL FUNDS				\$ -
E	COUNTY FUNDS	\$ 2,000	\$ -	\$ -	\$ 2,000
F	HEALTHY FAMILIES**	\$ 3,500			\$ 3,500
G	TITLE 4E				\$ -
H	AB 3632*	\$ 1,500			\$ 1,500
I	EPSDT	\$ 18,000	\$ -	\$ -	\$ 18,000
J	FIRST 5 GRANT				\$ -
K	MHSA				\$ -
L	OTHER: ADP Funding	\$ 57,770			\$ 57,770
M	OTHER: CUSD Funding	\$ 11,000			\$ 11,000
<b>TOTAL (SOURCES OF FUNDING)</b>		<b>\$ 113,770</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 113,770</b>

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

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

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

\* Medi-Cal services may be offset by AB 3632 qualifying services (funding).

\*\* Medi-Cal services may be offset by Healthy Families qualifying services (funding) with prior ADMHS approval.

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**EXHIBIT B-2**

**ALCOHOL, DRUG AND MENTAL HEALTH SERVICES**

**CONTRACTOR BUDGET PACKET**

LINE #	COLUMN #	1	2	3	4	5	6	7	8	12	10	11
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	CARES	DANIEL BRYANT CENTER	DETOX	YOUTH SERVICE SPECIALISTS (YSS)	FRIDAY NIGHT LIVE	START	PERINATAL	PROJECT RECOVERY	
1		\$ 105,100	\$ 19,600		\$ 2,000	\$ 2,000	\$ 3,500		\$ 10,000	\$ 2,000	\$ 100	
2		\$ 55,500	\$ 25,500		\$ 10,500		\$ 15,000					
3		\$ 622,619	\$ 240,000		\$ 240,000							
4		\$ 438,675	\$ 438,675	\$ 24,000	\$ 60,345	\$ 62,914	\$ 58,450	\$ 46,800		\$ 4,166	\$ 182,000	
5		\$ -	\$ -									
6		\$ -	\$ -									
7		\$ 226,000	\$ -									
8		\$ 108,000	\$ -									
9		\$ 197,100	\$ 147,000		\$ 147,000							
10		\$ 48,400	\$ -									
11		\$ 1,412,739	\$ 1,412,739	\$ 96,000	\$ 166,116	\$ 153,004	\$ 375,000	\$ 70,000	\$ 113,770	\$ 165,661	\$ 273,188	
12		\$ 612,274	\$ 358,448				\$ 302,565	\$ 33,500			\$ 22,363	
13		\$ 63,697	\$ 4,316		\$ 4,316							
14		\$ 170,999	\$ 123,000			\$ 90,000	\$ 33,000					
15		\$ 30,000	\$ 30,000							\$ 30,000		
16		\$ 27,138	\$ 5,254		\$ 2,204		\$ 3,050					
17		\$ 380,414	\$ 380,414		\$ 23,700		\$ 356,714					
18		\$ 4,498,655	\$ 3,184,946	\$ 120,000	\$ 656,181	\$ 307,918	\$ 1,147,299	\$ 150,300	\$ 123,770	\$ 201,827	\$ 477,651	
<b>I.B. Client and Third Party Revenues:</b>												
19		\$ -	\$ -									
20		\$ 752,000	\$ 159,300		\$ 3,500	\$ 31,000						\$ 124,800
21		\$ -	\$ -									
22		\$ -	\$ -									
23		\$ -	\$ -									
24		\$ 752,000	\$ 159,300	\$ -	\$ 3,500	\$ 31,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124,800
25		\$ 5,250,655	\$ 3,344,246	\$ 120,000	\$ 659,681	\$ 338,918	\$ 1,147,299	\$ 150,300	\$ 123,770	\$ 201,827	\$ 602,451	

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**EXHIBIT B-2**

**ALCOHOL, DRUG AND MENTAL HEALTH SERVICES**

**CONTRACTOR BUDGET PACKET**

LINE #	COLUMN #	1	2	3	4	5	6	7	8	12	10	11
		III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMNS PROGRAMS TOTALS	CARES	DANIEL BRYANT CENTER	DETOX	YOUTH SERVICE SPECIALISTS (YSS)	FRIDAY NIGHT LIVE	START	PERINATAL	PROJECT RECOVERY
26		Salaries (Complete Staffing Schedule)	\$ 3,296,667	\$ 2,086,976	\$ 85,260	\$ 321,425	\$ 224,775	\$ 767,265	\$ 93,559	\$ 87,672	\$ 125,506	\$ 361,492
27		Employee Benefits	\$ 509,406	\$ 342,205	\$ 14,796	\$ 55,767	\$ 38,998	\$ 121,408	\$ 14,812	\$ 16,082	\$ 19,893	\$ 60,449
28		Consultants	\$ 8,720	\$ 5,600					\$ 5,600			
29		Payroll Taxes	\$ 256,124	\$ 159,653	\$ 6,524	\$ 24,589	\$ 17,195	\$ 58,696	\$ 7,157	\$ 6,707	\$ 9,601	\$ 29,184
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ 4,070,939	\$ 2,594,434	\$ 106,600	\$ 401,781	\$ 280,968	\$ 947,369	\$ 121,128	\$ 110,461	\$ 155,002	\$ 471,125
31		Professional Fees	\$ 152,430	\$ 96,950		\$ 35,650	\$ 12,450	\$ 13,250	\$ 850		\$ 6,050	\$ 26,700
32		Supplies	\$ 54,901	\$ 31,300		\$ 6,150	\$ 5,000	\$ 5,600	\$ 1,700		\$ 3,250	\$ 9,600
33		Telephone	\$ 45,660	\$ 19,025	\$ 500	\$ 3,700	\$ 1,825	\$ 3,500	\$ 1,000		\$ 3,000	\$ 5,500
34		Postage & Shipping	\$ 9,200	\$ 1,525		\$ 1,000	\$ 125	\$ 100	\$ 100		\$ 100	\$ 100
35		Occupancy (Facility Lease/Rent/Costs)	\$ 354,506	\$ 266,973		\$ 125,750	\$ 18,800	\$ 75,300	\$ 9,922		\$ 6,575	\$ 30,626
36		Rental/Maintenance Equipment	\$ 1,050	\$ 725		\$ 425	\$ 100				\$ 100	\$ 100
37		Printing/Publications	\$ 10,760	\$ 3,600		\$ 1,350	\$ 750	\$ 500	\$ 500		\$ 200	\$ 300
38		Transportation	\$ 38,975	\$ 19,900	\$ 500	\$ 2,050	\$ 700	\$ 7,700	\$ 3,600	\$ 500	\$ 2,200	\$ 2,650
39		Conferences, Meetings, Etc	\$ 29,305	\$ 21,855	\$ 500	\$ 825	\$ 500	\$ 12,280	\$ 5,150	\$ 400	\$ 200	\$ 2,000
40		Insurance	\$ 40,700	\$ 27,350		\$ 6,000	\$ 2,500	\$ 10,250	\$ 1,300		\$ 1,300	\$ 6,000
41		Program Supplies	\$ 84,810	\$ 77,425	\$ 1,000	\$ 13,225	\$ 14,700	\$ 12,000	\$ 4,050	\$ 1,500	\$ 9,200	\$ 21,750
42		Advertising/Recruitment	\$ 16,950	\$ 5,825	\$ 500	\$ 1,525	\$ 200	\$ 1,500	\$ 900		\$ 200	\$ 1,000
43		Dues & Subscriptions	\$ 14,350	\$ 3,550		\$ 750	\$ 300	\$ 1,700	\$ 100		\$ 200	\$ 500
44		County Admin Fees	\$ 123,060	\$ 112,500		\$ 19,500		\$ 56,250			\$ 14,250	\$ 22,500
45		Fundraising Expenses	\$ 177,500	\$ 40,000		\$ 40,000						
46		<b>SUBTOTAL DIRECT COSTS</b>	<b>\$ 5,225,068</b>	<b>\$ 3,322,937</b>	<b>\$ 109,600</b>	<b>\$ 659,681</b>	<b>\$ 338,918</b>	<b>\$ 1,147,299</b>	<b>\$ 150,300</b>	<b>\$ 112,861</b>	<b>\$ 201,827</b>	<b>\$ 602,451</b>
		<b>III. INDIRECT COSTS</b>										
47		Administrative Indirect Costs	25,567	\$ 21,309	\$ 10,400					\$ 10,909		
48		<b>GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)</b>	<b>\$ 5,250,635</b>	<b>\$ 3,344,246</b>	<b>\$ 120,000</b>	<b>\$ 659,681</b>	<b>\$ 338,918</b>	<b>\$ 1,147,299</b>	<b>\$ 150,300</b>	<b>\$ 123,770</b>	<b>\$ 201,827</b>	<b>\$ 602,451</b>

## SECOND AMENDMENT 2008-2009

### V. Delete Exhibit BAA, HIPAA Business Associate Agreement, and replace with the following:

#### EXHIBIT BAA

#### HIPAA BUSINESS ASSOCIATE AGREEMENT

##### 1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)<sup>1</sup> 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 HIPAA or other law. 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. PHI includes without limitation “Electronic Protected Health Information” (“EPHI”)<sup>2</sup>

##### 2. Requirement to Train Own Employees

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers and independent contractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor’s workforce who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

##### 3. 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.

##### 4. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus software that is upgraded regularly;

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<sup>1</sup> “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<sup>2</sup> “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media, Exhibit BAA HIPAA Business Associate Agreement

## SECOND AMENDMENT 2008-2009

- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic security training.

### 5. **Unauthorized Use or Disclosure of PHI**

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the Privacy Rule or Security Rule. Contractor shall report to County any security incidents within 10 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

### 6. **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. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

### 7. **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 Regulations Section 164.524.

### 8. **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.

### 9. **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.

### 10. **Accounting of Disclosures**

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.

### 11. **Records Available to Covered Entity and Secretary**

The Contractor shall make available records related to the use, disclosure, security 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 State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

## SECOND AMENDMENT 2008-2009

### 12. 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 or 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 9 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.

### 13. 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.

### 14. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practicable, any harmful effect that is known 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.

### 15. 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.

### 16. Definitions

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

### 17. Interpretation

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

**SECOND AMENDMENT 2008-2009**

**VI. Add Exhibit E, Program Goals, Outcomes and Measures, as follows:**

**EXHIBIT E  
PROGRAM GOALS, OUTCOMES AND MEASURES**

**Therapeutic Foster Care; Intensive In-Home Services; Therapeutic Aid Programs; Therapeutic Behavioral Services, Wraparound Programs (SB 163); School-Based Mental Health Programs (CTE students only)**

<b>Program Goals</b>	<b>Outcomes</b>	<b>Measure/Data Elements</b>
❖ Provide mental health and substance abuse services for children and their families in order to prevent out-of-home and out-of-county placements	<ul style="list-style-type: none"> <li>✓ Maintain children in their homes or community</li> <li>✓ Return children placed out-of-home and out-of-county to the most appropriate, safe and stable living environment</li> </ul>	<ul style="list-style-type: none"> <li>➤ Number of out-of-home placements (county and out-of-county)</li> <li>➤ Number of children returned to placement (home or out-of-home) in Santa Barbara County</li> </ul>
❖ Assist children in their mental health recovery process and with developing the skills necessary to lead healthy and productive lives	<ul style="list-style-type: none"> <li>✓ Improve quality of life for children</li> <li>✓ Engagement in and/or maintenance of mental health treatment activities</li> <li>✓ Reduced number of days in juvenile hall/jail/bookings</li> <li>✓ Reduced number of crisis and acute care episodes</li> <li>✓ Reduced number of hospitalization days per episode</li> <li>✓ Increased number of days in stable/permanent housing</li> <li>✓ Increased skill and success in vocational and educational activities</li> </ul>	<ul style="list-style-type: none"> <li>➤ Academic performance (Clinician estimate of GPA)</li> <li>➤ If applicable, employment status</li> <li>➤ Hospital admissions; length of hospital stay; reduction in hospitalization costs</li> <li>➤ Number of incarceration days</li> <li>➤ Number of days in stable/permanent housing</li> </ul>



**SECOND AMENDMENT 2008-2009**

**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent **Contractor** between the County of Santa Barbara and Council on Alcoholism and Drug Abuse.

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

County OF SANTA BARBARA

By: \_\_\_\_\_  
SALUD CARBAJAL  
CHAIR, BOARD OF SUPERVISORS  
Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

**Contractor**

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

By: \_\_\_\_\_  
Tax Id No 95-1878858.  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
DANIEL J. WALLACE  
County COUNSEL

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

By \_\_\_\_\_  
Deputy County Counsel  
Date: \_\_\_\_\_

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

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

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By \_\_\_\_\_  
Director  
Date: \_\_\_\_\_

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

**SECOND AMENDMENT 2008-2009**

**CONTRACT SUMMARY PAGE**

**BC 07-097**

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

D1. Fiscal Year ..... 08-09  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number.....  
 D4. Department Name ..... Alcohol, Drug, & Mental Health  
 D5. Contact Person..... Erin Jeffery  
 D6. Telephone ..... (805) 681-5168

K1. Contract Type (check one):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose..... Carpinteria START Program  
 K3. Contract Amount ..... \$113770  
 K4. Contract Begin Date ..... 7/1/2008  
 K5. Original Contract End Date ..... 6/30/2007  
 K6. Amendment History .....

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
4	7/1/08			113770	6/30/09	Renew for 08-09

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

F1. Encumbrance Transaction Code..... 1701  
 F2. Current Year Encumbrance Amount ..... \$113770  
 F3. Fund Number ..... 0044  
 F4. Department Number..... 043  
 F5. Division Number (if applicable).....  
 F6. Account Number..... 7460  
 F7. Cost Center number (if applicable)..... 5741  
 F8. Payment Terms.....

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

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

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_