

**SECOND AMENDMENT TO THE  
REVENUE AGREEMENT**

**THIS SECOND AMENDMENT** to the Revenue Agreement (hereafter Second Amendment) is made by and between the **County of Santa Barbara** (County), a political subdivision of the state of California, and **Zona Seca** (Contractor), a California nonprofit corporation with an address at 26 W. Figueroa Street, Santa Barbara, California, for the continued provision of services specified herein.

**WHEREAS**, the County Board of Supervisors authorized the County to enter into a Revenue Agreement with Contractor on May 3, 2022, for the Department of Behavioral Wellness (BWell) to provide Driving Under the Influence (DUI) and Penal Code 1000 (PC 1000) program administrative services with a projected revenue of \$57,000, inclusive of \$19,000 per fiscal year, for the period of July 1, 2022, through June 30, 2025 (Agreement);

**WHEREAS**, the County Board of Supervisors authorized the First Amendment to the Revenue Agreement with Contractor on August 16, 2022, to update DUI program rates with no change to the projected revenue amount of \$57,000.00, inclusive of \$19,000 per fiscal year, for the period of July 1, 2022, through June 30, 2025 (First Amendment); and

**WHEREAS**, this Second Amendment updates DUI program rates, effective August 25, 2023, as approved by the California Department of Health Care Services (DHCS), with no change to the projected revenue amount of \$57,000, inclusive of \$19,000 per fiscal year, for the period of July 1, 2022, through June 30, 2025.

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

- I. Delete Exhibit B-1 Schedule of Rates DUI / PC1000 Programs and replace with the following:**

**EXHIBIT B-1**  
**SCHEDULE OF RATES**  
**DUI / PC1000 PROGRAMS**  
**July 1, 2022–August 24, 2023**

Annual Revenue is based on the number of individuals participating in the program at the approved rates listed below and in accordance with the sliding fee scale. The approved rates listed below are effective July 1, 2022 through August 24, 2023.

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
<b>Driving Under the Influence (DUI) Program</b>	\$600,000	\$18,000
<b>PC 1000 / Drug Diversion Program</b> * Clients will be billed \$15.00 for a positive confirmation test.	*\$13,000	\$1,000
<b>Total Projected Annual Revenue Fees:</b>		<b>\$19,000</b>
<b>Total Projection Revenue for FY 22-25:</b>		<b>\$57,000</b>

<b>DUI Program Participant Fee Schedule</b>	
Wet & Reckless Program	\$353.55
18-20 Year Old Program	\$346.55
3-Month Program	\$849.55
6-Month Program	\$1,090.55
9-Month Program	\$1,858.00
<b>Other Fees</b>	
AOD Screening	\$30
Duplicate Completion Certificate	\$12
Leave of Absence	\$40
Missed Activity	\$20
Reinstatement	\$25
Reschedule	\$20
Return Check	\$25
Transfer Out	\$65

<b>PC 1000 Participant Fee Schedule</b>	
PC 1000 Program Service Fee	\$1,000
<b>Other Fees</b>	
Return Check	\$25
Transfer-Out	\$45
Reinstatement	\$40
Missed Activity	\$15
Drug Test	Included

**II. Add a new Exhibit B-1 Schedule of Rates DUI / PC1000 Programs August 25, 2023 –June 30, 2025 as follows:**

**EXHIBIT B-1**  
**SCHEDULE OF RATES**  
**DUI / PC1000 PROGRAMS**  
**August 25, 2023–June 30, 2025**

Annual Revenue is based on the number of individuals participating in the program at the approved rates listed below and in accordance with the sliding fee scale. The approved rates listed below are effective August 25, 2023 through June 30, 2025.

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
<b>Driving Under the Influence (DUI) Program</b>	\$600,000	\$18,000
<b>PC 1000 / Drug Diversion Program</b> * Clients will be billed \$15.00 for a positive confirmation test.	*\$13,000	\$1,000
<b>Total Projected Annual Revenue Fees:</b>		<b>\$19,000</b>
<b>Total Projection Revenue for FY 22-25:</b>		<b>\$57,000</b>

<b>DUI Program Participant Fee Schedule</b>	
Wet & Reckless Program / 18-20 Year Old Program	\$407
3-Month Program	\$977
6-Month Program	\$1,255
9-Month Program	\$2,136
<b>Other Fees</b>	
Duplicate Completion Certificate	\$12
Alcohol/Drug Screening (positive results)	\$30
Leave of Absence	\$40
Missed Activity	\$20
Reschedule	\$20
Reinstatement	\$25
Transfer Out	\$65
Return Check	\$25

<b>PC 1000 Participant Fee Schedule</b>	
PC 1000 Program Service Fee	\$1,000
<b>Other Fees</b>	
Return Check	\$25
Transfer-Out	\$45
Reinstatement	\$40
Missed Activity	\$15
Drug Test	Included

**III. Effectiveness.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amendment. The terms and provisions of the Agreement, except as expressly modified and superseded by the First Amendment and this Second Amendment, are ratified and confirmed and shall continue in full force and effect and shall continue to be legal, valid, binding, and enforceable obligations of the parties.

**IV. Execution of Counterparts.** This Second Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

THIS SECTION INTENTIONALLY LEFT BLANK

SIGNATURE PAGE FOLLOWS.

**SIGNATURE PAGE**

Second Amendment to the Revenue Agreement between the **County of Santa Barbara** and **Zona Seca**.

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

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
DAS WILLIAMS, CHAIR  
BOARD OF SUPERVISORS

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

**ATTEST:**

MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

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

**CONTRACTOR:**

**ZONA SECA**

By: \_\_\_\_\_  
DocuSigned by:  
*Diana Banales*  
CEC9E2D721F648A...  
Authorized Representative  
Diana Banales

Name: \_\_\_\_\_

Title: {Program Coordinator}

Date: 10/26/2023

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM  
COUNTY COUNSEL

By: \_\_\_\_\_  
DocuSigned by:  
*Bo Bae*  
48A252DEFFD3466...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY M. SCHAFFER, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
DocuSigned by:  
*Robert Geis*  
D25019E2AF094BE...  
Deputy

**RECOMMENDED FOR APPROVAL:**

ANTONETTE NAVARRO, LMFT, DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
DocuSigned by:  
*Antonette Navarro*  
2095C5A16FE1474...  
Director

**APPROVED AS TO FORM:**

GREG MILLIGAN, ARM  
RISK MANAGER

By: \_\_\_\_\_  
DocuSigned by:  
*Gregory Milligan*  
05F555F00269466...  
Risk Manager