

SECOND AMENDMENT
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS SECOND AMENDMENT to the Agreement for Services of Independent Contractor, **BC #21-013**, (hereafter Second Amended Agreement) is made by and between the **County of Santa Barbara** (County) and **Council on Alcoholism and Drug Abuse** (Contractor) for the continued provision of services specified herein.

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

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #21-013, on June 15, 2021 for the provision of substance use disorder services for adolescents, youth, and adults and mental health services for youth, for a total maximum contract amount not to exceed **\$6,910,866**, inclusive of \$6,583,920 in Alcohol and Drug Program (ADP) funding (\$2,197,640 annually) and \$326,946 in Mental Health Services (MHS) funding (\$108,982 annually) for the period of July 1, 2021 through June 30, 2024;

WHEREAS, the County Board of Supervisors authorized the First Amended Agreement on January 11, 2022, which updated language to Exhibit A - Statement of Work for Alcohol and Drug Programs, specifically, Exhibit A-2 Outpatient Services (OS) and Intensive Outpatient Services (IOS), Exhibit A-4 Residential Treatment Services added Alcohol and Drug Program 3.5 Level Residential Treatment Services, Exhibit A-5 Friday Night Live and Club Live added a termination date of June 30, 2022; Exhibit B - ADP Financial Provisions and Exhibit B-1 Schedule of Rates and Contract Maximum: ADP decreased ADP funds by \$220,000 for FY 22-24; and added Attachment A - Federal Award Identification Table required for Substance Abuse Prevention and Treatment programs, for a total Maximum Contract Amount not to exceed \$6,690,866, inclusive of \$6,363,920 ADP funding with \$2,194,640 for FY 21-22; \$2,084,640 for FY 22-23; and \$2,084,640 for FY 23-24, with a total MHS funding amount of \$326,946 with \$108,982 per fiscal year for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds; and

WHEREAS, this Second Amended Agreement updates language for compliance with county, state, and federal requirements, adds an additional Medi-Cal-certified facility to provide Drug Medi-Cal Organized Delivery System Outpatient Services (OS) and Intensive Outpatient Services (IOS), and adds \$1,165,046 in ADP funding for total Maximum Agreement Amount not to exceed \$7,855,912, consisting of \$7,528,966 in ADP funding with \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and \$326,946 in MHS funding with \$108,982 per fiscal year, for the period of July 1, 2021 through June 30, 2024, subject to annual Board appropriation of budgeted funds.

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

- I. Delete Section 28 (Compliance with Law) and Section 34 (Compliance with HIPAA) of the Standard Terms and Conditions and replace them with the following:**

28. COMPLIANCE WITH LAW.

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

34. COMPLIANCE WITH PRIVACY LAWS.

Contractor is expected to adhere to the healthcare privacy laws specified in Exhibit A-6, Section 8 (Confidentiality) and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with the healthcare privacy laws as they are amended from time to time.

II. Add Section 44 (Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment) to the Standard Terms and Conditions as follows:

44. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

A. Contractors are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- B. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- C. See [Public Law 115-232](#), section 889 for additional information.
- D. See also [§ 200.471](#).

III. Delete Section 1 (Program Summary) of Exhibit A-2 Outpatient Services (OS) and Intensive Outpatient Services (IOS) and replace it with the following:

1. PROGRAM SUMMARY.

The Contractor shall provide outpatient alcohol and other drug (AOD) treatment (hereafter, “the Program”) to assist clients in obtaining and maintaining sobriety. Clients shall include adolescent (age 12-20), Transition Age Youth (TAY) (age 18-24), adult (age 18 and older), and perinatal clients. Treatment services shall include best practice individual and group counseling and drug testing. The Program shall be Drug Medi-Cal (DMC)-certified to provide Outpatient Services (OS) and Intensive Outpatient Services (IOS). The Program will be located at the following sites:

A. OS ASAM Level 1.0 and IOS ASAM Level 2.1 services:

- 1. Daniel Bryant Youth and Family Treatment Center: 1111 Garden St., Santa Barbara, California (Adolescent and TAY);
- 2. Daniel Bryant Youth and Family Treatment Center: 526 East Chapel St., Santa Maria, California (Adolescent and TAY);
- 3. Project Recovery: 133 E. Haley St., Santa Barbara, California (TAY and Adults); and
- 4. 106 South C Street, Suite A, B, and C, Lompoc, California (Adolescent, TAY and Adults).

IV. Delete Section 1 (Performance) of Exhibit A-6 General Provisions MHS and replace it as follows, and add Subsection I to Section 2 (Staff) of Exhibit A-6 General Provisions MHS as follows:

1. PERFORMANCE.

- A. Contractor shall adhere to all applicable county, state, and federal laws, including, but not limited to, the statutes and regulations set forth below and the applicable sections of the State Medicaid plan and waiver in the performance of this Agreement. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for an amendment(s) to this Agreement. Contractor’s performance shall be governed by, and construed in accordance with, the following:
 - 1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan (“MHP”) (Contract Nos. 17-94613 and 17-94613 A01) between the County Department of Behavioral Wellness (the Department) and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including, but not limited to, Subsections D, G, and H of Section 7(B) of Exhibit E A1 of the MHP and the applicable provisions of Exhibit D(F) of the MHP referenced in Section 19.D (State

Contract Compliance) of this Exhibit. Contractor shall comply with the MHP (Contract Nos. 17-94613 and 17-94613 A01), which is incorporated by this reference;

2. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
3. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
4. All applicable Medicaid laws, regulations, including applicable sub-regulatory guidance and contract provisions (42 C.F.R. § 438.230(c)(2).);
5. California's Mental Health Services Act;
6. California Code of Regulations Title 9, Division 1; and
7. 42 C.F.R. § 438.900 *et seq.* requiring the provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.

2. STAFF.

I. California Department of Public Health, Public Health Officer Order, and Health Care Worker COVID-19 Vaccine Requirement.

1. In compliance with the State Public Health Officer Order, Health Care Worker Vaccine Requirement, and any amendments or updates that may hereafter be in force, Contractor shall, at its sole cost and expense, promptly provide to County proof of:
 - a. Vaccination and boosters for its staff; or
 - b. Exemption status and testing results for its staff.
2. This requirement applies to all of Contractor's staff who are defined as "worker" under the State Public Health Officer Order and provide services under this Agreement.
3. The State Public Health Officer Order is subject to change, but the current order is available at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Order-of-the-State-Public-Health-Officer-Health-Care-Worker-Vaccine-Requirement.aspx>.

V. **Delete Section II (Maximum Contract Amount) of Exhibit B Financial Provisions – ADP and replace it with the following:**

II. MAXIMUM CONTACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$7,855,912**, inclusive of \$7,528,966 in Alcohol and Drug Program funding, consisting of \$2,194,640 for FY 21-22, \$2,667,163 for FY 22-23, and \$2,667,163 for FY 23-24, and shall consist of county, state, and/or federal funds as shown in Exhibit B-1-ADP. 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.

VI. Delete Section II (Maximum Contract Amount) of Exhibit B – MHS Financial Provisions and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$7,855,912**, consisting of **\$326,946** in Mental Health funding, inclusive of \$108,982 for FY 21-22, \$108,982 for FY 22-23, and \$108,982 for FY 23-24, and shall consist of county, state, and/or federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). 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.

VII. Delete Exhibit B-1 – ADP Schedule of Rates and Contract Maximum and replace it with the following:

EXHIBIT B-1-ADP SCHEDULE OF RATES AND CONTRACT MAXIMUM

Exhibit B-1
Schedule of Rates and Contract Maximum

CONTRACTOR NAME CADA- Council on Drug and Alcoholism and Drug Abuse

FISCAL YEAR: 22-23

Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	Service Function Code	Report Service Code	Projected Units of Service**	Projected Number of Clients**
Drug Medi-Cal Billable Services	Outpatient	15	ODS Outpatient Treatment	15 Minute Unit	91	91	23,100	434
		15	ODS Case Management	15 Minute Unit	93	93	6,766	78
		15	ODS Physician Consultation	15 Minute Unit	94	94	361	4
		15	ODS Recovery Services	15 Minute Unit	95	95	4,688	54
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	361	4
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	3,135	9
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	1,314	35
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	35

Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Report Service Code	County Maximum Allowable Rate	
							Adults	Adolescents
Drug Medi-Cal Billable Services	Outpatient	15	ODS Group Counseling	15 Minute Unit	91	91	\$70.76	\$179.26
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$70.76	\$179.26
		15	ODS Case Management	15 Minute Unit	93	93	\$70.76	\$179.26
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$148.98	\$148.98
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$70.76	\$179.26
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$70.76	\$179.26
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$70.76	\$179.26
		15	ODS Recovery Services Monitoring	15 Minute Unit	98	98	\$70.76	\$179.26
		15	ODS Non-NTP Medically Assisted Treatment (MAT)	15 Minute Unit	99	99	\$148.98	\$148.98
		15	ODS Non-NTP MAT - Buprenorphine-Naloxone Combination Product	Dose	100	100	\$30.81	\$30.81
		15	ODS Non-NTP MAT - Disulfiram	Dose	101	101	\$10.88	\$10.88
		15	ODS Non-NTP MAT - Acamprostate	Dose	104	104	\$0.00'	\$0.00'
		10	ODS Intensive Outpatient Treatment (IOT)	15 Minute Unit	105	105	\$70.76	\$179.26
		Residential	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109	
	5		Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112		\$159.64
	5		Level 3.5 Residential Treatment - Treatment Only	Bed Day	114	114		\$159.64

Non - Drug Medi-Cal Billable Services	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Report Service Code	County Maximum Allowable Rate	
							Adults	Adolescents
Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Hours	N/A	12		Actual Cost
			Alternatives	Hours	N/A	14		Actual Cost
			Community-Based Process	Hours	N/A	16		Actual Cost
			Environmental	Hours	N/A	17		Actual Cost
	Residential	N/A	Residential Treatment Services, Room & Board Only	Bed Day	N/A	58		Actual Cost*

	PROGRAM										TOTAL
	Project Recovery	Project Recovery - Perinatal	Santa Barbara Daniel Bryant Youth & Family Treatment Center	Santa Maria Daniel Bryant Youth & Family Treatment Center	Project Recovery Residential Treatment	ODS Non-NTP Medically Assisted Treatment (MAT)	Lompoc Adult Treatment	Lompoc Adolescent Treatment	Lompoc Startup Costs (Adolescent & Adults)	SAPT & Friday Night Live / Club Live	
FY 21 - 24											
GROSS COST:	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 728,851	\$ 51,103	\$ 391,738	\$ 184,747	\$ 30,152	\$ -	\$ 4,066,185
LESS REVENUES COLLECTED BY CONTRACTOR:											
PATIENT FEES	\$ 38,675		\$ 200		\$ 10,379		\$ 15,482	\$ 8,632			\$ 73,368
CONTRIBUTIONS	\$ 120,329		\$ 94,583	\$ 202,670							\$ 417,582
OTHER: GOVERNMENT FUNDING	\$ 178,973	\$ 3,500	\$ 224,800	\$ 148,400	\$ 4,472						\$ 560,145
OTHER: PRIVATE INSURANCE	\$ 6,396										\$ 6,396
OTHER: PROGRAM GRANTS			\$ 200,000								\$ 200,000
OTHER: MENTAL HEALTH SERVICES	\$ 24,378		\$ 61,379	\$ 55,774							\$ 141,531
TOTAL CONTRACTOR REVENUES	\$ 368,751	\$ 3,500	\$ 580,962	\$ 406,844	\$ 14,851	\$ -	\$ 15,482	\$ 8,632	\$ -	\$ -	\$ 1,399,022
MAXIMUM (NET) CONTRACT AMOUNT PAYABLE :	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ -	\$ 2,667,163

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**											
Drug Medi-Cal	\$ 584,306	\$ 66,444	\$ 477,410	\$ 125,400	\$ 498,918	\$ 51,103	\$ 357,443	\$ 167,309			\$ 2,328,333
Realignment/SAPT - Discretionary	\$ 30,753				\$ 210,082		\$ 18,813	\$ 8,806	\$ 30,152		\$ 298,606
Realignment/SAPT - Perinatal		\$ 3,497									\$ 3,497
Realignment/SAPT - Adolescent Treatment			\$ 25,127	\$ 6,600							\$ 31,727
Realignment/SAPT - Primary Prevention											\$ -
CalWORKS ³					\$ 5,000						\$ 5,000
Other County Funds											\$ -
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ -	\$ -	\$ -	\$ 110,000	\$ 2,194,640
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ -	\$ 2,667,163
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ -	\$ 2,667,163
TOTAL CONTRACT AMOUNT PAYABLE:	\$ 1,845,177	\$ 209,823	\$ 1,507,611	\$ 396,000	\$ 2,142,000	\$ 153,309	\$ 752,512	\$ 352,230	\$ 60,304	\$ 110,000	\$ 7,528,966

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

***Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.

**Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.

*Rate schedule specific to FY 21-22 only. Rates for subsequent years will be based on the State approved schedule.

†Cost of Naltrexone tablets and Acamprostate dose is bundled in the rate for ODS Non-NTP Medically Assisted Treatment (MAT).

‡Rates based on approved costs.

§CalWorks Rate based on approved costs.

VIII. Add the following Exhibit B-2 – ADP Schedule of Rates and Contract Maximum:

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM**

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: Council on Alcoholism and Drug Abuse
 COUNTY FISCAL YEAR(S): FY 22-23

(round amounts to the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite															
LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	13	14	15
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Project Recovery	Project Recovery - Perinatal	Santa Barbara Daniel Bryant Youth & Family Treatment Center	Santa Maria Daniel Bryant Youth & Family Treatment Center	Project Recovery Residential Treatment	ODS Non-NTP Medically Assisted Treatment (MAT)	Lompoc Adult Treatment	Lompoc Adolescent Treatment	Lompoc Startup Costs (Adolescent & Adult)	DUI - PC1000	Carpinteria Start	
1	Contributions	\$ 1,591,065	\$ 509,230	\$ 120,329		\$ 84,583	\$ 202,670							\$ 64,690	\$ 36,958
2	Foundations/Trusts	\$ 75,600	\$ 10,000			\$ 10,000									
3	Miscellaneous Revenue	\$ 200,000	\$ -												
4	Behavioral Wellness Funding	\$ 3,360,556	\$ 2,776,145	\$ 615,059	\$ 69,941	\$ 502,537	\$ 132,000	\$ 714,000	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152		\$ 108,982	
5	Other Government Funding	\$ 1,924,481	\$ 570,145	\$ 178,973	\$ 3,500	\$ 224,800	\$ 148,400	\$ 4,472						\$ 10,000	
6	Private Insurance	\$ 6,396	\$ 6,396	\$ 6,396											
7	Other Program Grants	\$ 260,000	\$ 200,000			\$ 200,000									
8	Investment Income	\$ 296,682	\$ -												
9	Other (specify)	\$ -	\$ -												
10	Total Other Revenue	\$ 7,714,780	\$ 4,071,916	\$ 920,757	\$ 73,441	\$ 1,021,920	\$ 483,070	\$ 718,472	\$ 51,103	\$ 376,256	\$ 176,115	\$ 30,152	\$ 64,690	\$ 155,940	
II. Client and Third Party Revenues:															
11	Client Fees	\$ 455,109	\$ 305,224	\$ 38,875		\$ 200		\$ 10,379		\$ 15,482	\$ 8,632			\$ 231,856	
12	Mental Health Services	\$ 144,936	\$ 141,531	\$ 24,378		\$ 61,379	\$ 55,774								
13	Rental & Miscellaneous Income	\$ 67,797	\$ -												
14	Total Client and Third Party Revenues	\$ 667,842	\$ 446,755	\$ 63,053	\$ -	\$ 61,579	\$ 55,774	\$ 10,379	\$ -	\$ 15,482	\$ 8,632	\$ -	\$ 231,856	\$ -	
15	GROSS PROGRAM REVENUE BUDGET	\$ 8,382,622	\$ 4,518,671	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 728,851	\$ 51,103	\$ 391,738	\$ 184,747	\$ 30,152	\$ 296,546	\$ 155,940	
III. DIRECT COSTS															
III.A. Salaries and Benefits Object Level		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Project Recovery	Project Recovery - Perinatal	Santa Barbara Daniel Bryant Youth & Family Treatment Center	Santa Maria Daniel Bryant Youth & Family Treatment Center	Project Recovery Residential Treatment	ODS Non-NTP Medically Assisted Treatment (MAT)	Lompoc Adult Treatment	Lompoc Adolescent Treatment	Lompoc Startup Costs (Adolescent & Adult)	DUI - PC1000	Carpinteria Start	
16	Salaries (Complete Staffing Schedule)	\$ 4,728,532	\$ 2,453,767	\$ 568,422	\$ 44,434	\$ 571,821	\$ 331,650	\$ 382,289	\$ -	\$ 203,060	\$ 94,581	\$ 5,233	\$ 149,234	\$ 103,043	
17	Employee Benefits	\$ 570,128	\$ 423,300	\$ 113,887	\$ 9,300	\$ 83,513	\$ 56,872	\$ 63,291		\$ 41,396	\$ 16,915	\$ 1,067	\$ 23,031	\$ 14,027	
18	Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -					\$ -	\$ -	
19	Payroll Taxes	\$ 351,739	\$ 192,630	\$ 45,030	\$ 3,388	\$ 44,809	\$ 26,579	\$ 28,836		\$ 16,245	\$ 7,566	\$ 419	\$ 11,835	\$ 7,923	
20	Salaries and Benefits Subtotal	\$ 5,650,399	\$ 3,069,696	\$ 727,339	\$ 57,123	\$ 700,142	\$ 415,101	\$ 474,416	\$ -	\$ 260,700	\$ 119,063	\$ 6,719	\$ 184,101	\$ 124,993	
III.B Services and Supplies Object Level															
21	Equipment Depreciation and Maintenance	\$ 185,636	\$ 92,253	\$ 19,382	\$ 572	\$ 26,166	\$ 540	\$ 17,007		\$ 10,816	\$ 2,420	\$ 5,000	\$ 7,490	\$ 2,859	
22	Medical, Dental and Laboratory Supplies	\$ -	\$ -												
23	Membership Dues	\$ 9,715	\$ 2,442	\$ 736	\$ 20	\$ 631	\$ 138	\$ 350					\$ 527	\$ 40	
24	Equipment Rental and Lease	\$ -	\$ -												
25	Clothing and Personal Supplies	\$ -	\$ -												
26	Food	\$ 38,914	\$ -					\$ 38,914							
27	Laundry Services and Supplies	\$ -	\$ -												
28	Training	\$ 11,324	\$ 8,364	\$ 226		\$ 1,721	\$ 5,136	\$ 284		\$ 243	\$ 425		\$ 129	\$ 200	
29	Telephone/Communications	\$ 103,325	\$ 63,045	\$ 8,895	\$ 539	\$ 14,173	\$ 10,836	\$ 5,484		\$ 3,821	\$ 3,222	\$ 4,500	\$ 11,475	\$ 100	
30	Depreciation - Structures and Improvements	\$ 187,637	\$ 128,883	\$ 17,665	\$ 549	\$ 70,606	\$ 947	\$ 14,271		\$ 10,261	\$ 5,352		\$ 6,587	\$ 2,745	
31	Insurance	\$ 100,779	\$ 56,561	\$ 12,843	\$ 401	\$ 12,843		\$ 10,435		\$ 8,487	\$ 4,730		\$ 4,816	\$ 2,007	
32	Interest Expense	\$ -	\$ -												
33	Maintenance - Structures, Improvements, and Grounds	\$ 125,142	\$ 99,683	\$ 13,760	\$ 864	\$ 23,531	\$ 14,866	\$ 8,658		\$ 14,750	\$ 8,217	\$ 4,500	\$ 10,468	\$ 70	
34	Office Expense	\$ 51,613	\$ 30,594	\$ 5,125	\$ 307	\$ 3,679	\$ 1,450	\$ 6,094		\$ 3,812	\$ 2,178		\$ 7,780	\$ 170	
35	Publications and Legal Notices	\$ 7,735	\$ 4,920	\$ 335	\$ 21	\$ 960	\$ 47	\$ 624				\$ 1,500	\$ 1,434		
36	Rents & Leases - Land, Structure, and Improvements	\$ 46,007	\$ 39,857			\$ 11,520	\$ 17,640			\$ 6,751	\$ 3,376		\$ 570		
37	Taxes and Licenses	\$ 21,385	\$ 17,572	\$ 1,964	\$ 4	\$ 1,967	\$ 21			\$ 3,798	\$ 3,798		\$ 6,020		
38	Drug Screening and Other Testing	\$ 15,328	\$ 14,074	\$ 2,558	\$ 593	\$ 6,222	\$ 404			\$ 3,484	\$ 813				
39	Utilities	\$ 51,975	\$ 33,415	\$ 5,262	\$ 336	\$ 4,296	\$ 1,649	\$ 9,975		\$ 3,813	\$ 1,389		\$ 6,695		
40	Pharmaceutical	\$ -	\$ -												
41	Professional and Special Services	\$ 301,590	\$ 196,250	\$ 32,457	\$ 1,674	\$ 70,681	\$ 3,723	\$ 20,933	\$ 44,438	\$ 7,916	\$ 2,850		\$ 9,760	\$ 1,817	
42	Transportation	\$ 9,648	\$ 9,648	\$ 4,800	\$ 840			\$ 4,008							
43	Travel	\$ 4,213	\$ 3,433			\$ 661	\$ 507	\$ 104		\$ 1,500	\$ 161	\$ 500			
44	Gas, Oil, & Maintenance - Vehicles	\$ -	\$ -												
45	Rents & Leases - Vehicles	\$ -	\$ -												
46	Fundraising Expense	\$ 284,334	\$ -												
47	Program Supplies	\$ 121,452	\$ 19,676	\$ 2,240	\$ 19	\$ 3,895	\$ 1,676	\$ 4,587		\$ 489	\$ 2,656	\$ 3,500	\$ 14	\$ 600	
48	Services and Supplies Subtotal	\$ 1,638,838	\$ 859,584	\$ 128,148	\$ 6,739	\$ 242,031	\$ 53,459	\$ 159,368	\$ 44,438	\$ 79,941	\$ 41,587	\$ 19,500	\$ 73,765	\$ 10,608	
49	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -												
50			\$ -												
51	SUBTOTAL DIRECT COSTS	\$ 7,289,237	\$ 3,929,280	\$ 855,487	\$ 63,862	\$ 942,173	\$ 468,560	\$ 633,784	\$ 44,438	\$ 340,641	\$ 160,650	\$ 26,219	\$ 257,866	\$ 135,600	
52	IV. INDIRECT COSTS														
53	Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 1,093,385	\$ 589,391	\$ 128,323	\$ 9,579	\$ 141,326	\$ 70,284	\$ 95,068	\$ 6,665	\$ 51,096	\$ 24,097	\$ 3,933	\$ 38,680	\$ 20,340	
54	GROSS DIRECT AND INDIRECT COSTS	\$ 8,382,622	\$ 4,518,671	\$ 983,810	\$ 73,441	\$ 1,083,499	\$ 538,844	\$ 728,851	\$ 51,103	\$ 391,738	\$ 184,747	\$ 30,152	\$ 296,546	\$ 155,940	

IX. Add the following Exhibit B3 Sliding Fee Scale:

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

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

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

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

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

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

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

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

- X. Effectiveness.** The terms and provisions set forth in this Second Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and First Amended Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by the First and Second Amended Agreements, 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.
- XI. Execution of Counterparts.** This Second Amended 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.

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SIGNATURE PAGE

Second Amendment to the 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 Second Amended Agreement to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT
DIRECTOR, DEPARTMENT OF
BEHAVIORAL WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER, DEPARTMENT OF RISK
MANAGEMENT

By: _____
Risk Manager