

## FIFTH AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Fifth Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 05-101**, by and between the **County of Santa Barbara (COUNTY)** and **Casa Serena (CONTRACTOR)**, for the continued provision of **NNA Residential Treatment Services**.

Whereas, this Fifth Amended Contract incorporates the terms and conditions set forth in the contract approved by the **COUNTY** Board of Supervisors in September 2004, the First Amendment approved by the **COUNTY** Board of Supervisors in June 2005, the Second Amendment approved by the ADMHS Director in June 2006, the Third Amendment approved by the **COUNTY** Board of Supervisors in June 2006, the Fourth Amendment approved by the **COUNTY** Board of Supervisors in June 2007, except as modified by this Fifth 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, 2008** and end performance upon completion, but no later than **June 30, 2009** unless otherwise directed by **COUNTY** or unless earlier terminated.

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

1. **CONTRACTOR SERVICES.** For **CONTRACTOR** services to be rendered under this Agreement, **CONTRACTOR** shall be paid at the rate specified in the Schedule of Services (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$128912**.

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

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### 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** shall provide **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 Amount
<b>RESIDENTIAL TREATMENT PROGRAM</b>	
Women's Residential and Perinatal Residential Services that include treatment (individual and group counseling). Services are described in Exhibit A and in the Provider Workbook. (Funding to support these services are Negotiated Net Amount (NNA), SACPA and CalWORKs).	\$125,912
Ancillary Services	
Perinatal Case Management (Including Service Coordination and Outreach)	
SATTA – Drug Testing (Senate Bill 223-Burton) services as described in Exhibit A and in the Provider Workbook.	\$3,000
<b>Total Funding for FY 08-09</b>	<b>\$128,912</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>ESTIMATE OF FEES COLLECTED</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>MATCH FUNDS</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> .	

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IV. Delete Exhibit B-2, Fee Schedule (Sliding Scale), and replace with the following:

**EXHIBIT B-2**

**COUNTY OF SANTA BARBARA  
ALCOHOL & DRUG PROGRAM  
FEE SCHEDULE  
FY 2008-2009**

**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>	10,400	14,000	17,600	21,200	24,800	28,400	32,000	35,600
<b>10</b>	14,000	16,900	19,800	22,700	25,600	28,500	31,400	34,300
<b>15</b>	17,600	20,500	23,400	26,300	29,200	32,100	35,000	37,900
<b>20</b>	21,200	24,100	27,000	29,900	32,800	35,700	38,600	41,500
<b>25</b>	24,800	27,700	30,600	33,500	36,400	39,300	42,200	45,100
<b>30</b>	28,400	31,300	34,200	37,100	40,000	42,900	45,800	48,700
<b>35</b>	32,000	34,900	37,800	40,700	43,600	46,500	49,400	52,300
<b>40</b>	35,600	38,500	41,400	44,300	47,200	50,100	53,000	55,900
<b>45</b>	39,200	42,100	45,000	47,900	50,800	53,700	56,600	59,500
<b>50</b>	42,800	45,700	48,600	51,500	54,400	57,300	60,200	63,100
<b>55</b>	46,400	49,300	52,200	55,100	58,000	60,900	63,800	66,700
<b>60</b>	50,000	52,900	55,800	58,700	61,600	64,500	67,400	70,300
<b>65</b>	53,600	56,500	59,400	62,300	65,200	68,100	71,000	73,900
<b>70</b>	57,200	60,100	63,000	65,900	68,800	71,700	74,600	77,500
<b>75</b>	60,800	63,700	66,600	69,500	72,400	75,300	78,200	81,100
<b>80</b>	64,400	67,300	70,200	73,100	76,000	78,900	81,800	84,700
<b>85</b>	68,000	70,900	73,800	76,700	79,600	82,500	85,400	88,300
<b>90</b>	71,600	74,500	77,400	80,300	83,200	86,100	89,000	91,900

**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>	867	1,167	1,467	1,767	2,067	2,367	2,667	2,967
<b>10</b>	1,167	1,408	1,650	1,892	2,133	2,375	2,617	2,858
<b>15</b>	1,467	1,708	1,950	2,192	2,433	2,675	2,917	3,158
<b>20</b>	1,767	2,008	2,250	2,492	2,733	2,975	3,217	3,458
<b>25</b>	2,067	2,308	2,550	2,792	3,033	3,275	3,517	3,758
<b>30</b>	2,367	2,608	2,850	3,092	3,333	3,575	3,817	4,058
<b>35</b>	2,667	2,908	3,150	3,392	3,633	3,875	4,117	4,358
<b>40</b>	2,967	3,208	3,450	3,692	3,933	4,175	4,417	4,658
<b>45</b>	3,267	3,508	3,750	3,992	4,233	4,475	4,717	4,958
<b>50</b>	3,567	3,808	4,050	4,292	4,533	4,775	5,017	5,258
<b>55</b>	3,867	4,108	4,350	4,592	4,833	5,075	5,317	5,558
<b>60</b>	4,167	4,408	4,650	4,892	5,133	5,375	5,617	5,858
<b>65</b>	4,467	4,708	4,950	5,192	5,433	5,675	5,917	6,158
<b>70</b>	4,767	5,008	5,250	5,492	5,733	5,975	6,217	6,458
<b>75</b>	5,067	5,308	5,550	5,792	6,033	6,275	6,517	6,758
<b>80</b>	5,367	5,608	5,850	6,092	6,333	6,575	6,817	7,058
<b>85</b>	5,667	5,908	6,150	6,392	6,633	6,875	7,117	7,358
<b>90</b>	5,967	6,208	6,450	6,692	6,933	7,175	7,417	7,658

Exhibit B-2  
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- V. **Delete Exhibit D, HIPAA Privacy Business Associate Addendum, 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” (“E PHI”)<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;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and

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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

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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.

### 12. **Destruction of PHI**

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

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- (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.

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**SIGNATURE PAGE**

Amendment for Agreement for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and Casa Serena.

**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 95-2862385  
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: \_\_\_\_\_

# FIFTH AMENDMENT

## CONTRACT SUMMARY PAGE

**BC 05-101**

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 Services  
 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 ..... NNA Residential Treatment  
 K3. Contract Amount..... \$128912  
 K4. Contract Begin Date ..... 7/1/2008  
 K5. Original Contract End Date ..... 6/30/05  
 K6. Amendment History .....

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/08	128912		128912	6/30/09	Renew for FY 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 .....  
 B6. Boilerplate Contract Text Unaffected? (Yes / or cite Paragraph)...

F1. Encumbrance Transaction Code..... 1701  
 F2. Current Year Encumbrance Amount ..... \$128912  
 F3. Fund Number..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (if applicable).....  
 F6. Account Number..... 7460  
 F7. Cost Center number (if applicable)..... 6100  
 F8. Payment Terms .....

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID .....  
 V2. Payee/Contractor Name ..... Casa Serena  
 V3. Mailing Address ..... 1515 Bath St..  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93101  
 V5. Telephone Number..... 8059661260  
 V6. Contractor's Federal Tax ID Number (EIN or SSN) ..... 95-2862385  
 V7. Contact Person ..... Craig Belknap Executive Director  
 V8. Workers Comp Insurance Expiration Date ..... 7/1/2008  
 V9. Liability Insurance Expiration Date[s] ..... G=1/1/2009 P=1/1/2009  
 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: \_\_\_\_\_