

**FIRST AMENDMENT TO THE
REVENUE AGREEMENT**

THIS FIRST AMENDMENT to the Revenue Agreement (hereafter First Amendment) is made by and between the **County of Santa Barbara** (County), a political subdivision of the state of California, and the **Council on Alcoholism and Drug Abuse** (Contractor), a California nonprofit corporation with an address at 232 E. Canon Perdido, 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 June 6, 2023, for the Department of Behavioral Wellness (BWell) to provide Driving Under the Influence (DUI) program administrative services, with a projected revenue amount of \$18,000, inclusive of \$6,000 per fiscal year, for the period of July 1, 2023, through June 30, 2026 (Agreement); and

WHEREAS, this First 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 \$18,000, inclusive of \$6,000 per fiscal year, for the period of July 1, 2023, through June 30, 2026.

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 Program in its entirety and replace with the following:**

**EXHIBIT B-1
SCHEDULE OF FEES
DUI PROGRAM
July 1, 2023–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 (See Exhibit B-2). The approved rates listed below are effective July 1, 2023, through August 24, 2023.

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
Driving Under the Influence (DUI) Program	\$600,000	\$6,000
Total Projected Annual Revenue Fees:		\$6,000
Total Projection Revenue for FY 23-26:		\$18,000

Program Fees FY 2023-2026	
DUI Program Participant Fee Schedule	
18 Month Program	\$2,107
DUI Program Other Fees	
Missed Activity	\$10
Reinstatement	\$50
Return Check	\$10
Transfer Out	\$50

- II. Add a new Exhibit B-1 Schedule of Fees DUI Program August 25, 2023–June 30, 2026 as follows:

**EXHIBIT B-1
SCHEDULE OF FEES
DUI PROGRAM
August 25, 2023–June 30, 2026**

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 (see Exhibit B-2). The approved rates listed below are effective August 25, 2023, through June 30, 2026.

TYPE OF SERVICE	Projected Client Fees Collected	Projected Annual Fees Paid to County
Driving Under the Influence (DUI) Program	\$600,000	\$6,000
Total Projected Annual Revenue Fees:		\$6,000
Total Projection Revenue for FY 23-26:		\$18,000

Program Fees FY 2023-2026	
DUI Program Participant Fee Schedule	
18 Month Program	\$3,500
DUI Program Other Fees	
Leave of absence	\$50
Returned check	\$30
Missed activity	\$40
Rescheduling	\$20
Transfer-out	\$85
Transfer-in	\$85
Reinstatement	\$75
Duplicate DL 101	\$12
Late payment	\$10
Alcohol/Drug screening	\$30

III. Effectiveness. The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, 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 First 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 FOLLOWS

SIGNATURE PAGE

First Amendment to the Revenue Agreement between the **County of Santa Barbara** and the **Council on Alcoholism and Drug Abuse**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Revenue Agreement to be effective on the date executed by 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:
COUNCIL ON ALCOHOLISM AND DRUG ABUSE

By: _____
DocuSigned by:
Scott Whiteley
A39778315E2546C...
Authorized Representative
Scott whiteley
Name: _____
Title: Executive Director
Date: 10/25/2023

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