

Attachment A:
Tarzana Treatment Centers, Inc.
DMC-ODS FY 21-24
Board Contract
First Amendment

**FIRST AMENDMENT TO THE
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT (hereafter First Amendment to the Agreement) for Services of Independent Contractor, **BC #20281**, is made by and between the **County of Santa Barbara** (County) and **Tarzana Treatment Centers, Inc.** (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 retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC 20281, on May 4, 2021 for the provision of substance use disorder services for adult (age 18 and over) and adolescent (under age 21) clients, for a total Maximum Contract Amount not to exceed **\$2,510,091**, inclusive of \$836,697 per fiscal year, for the period of July 1, 2021 to June 30, 2024;

WHEREAS, to revise the Standard Terms and Conditions and staffing requirements for compliance with State and Federal authorities including, but not limited to, the California Department of Public Health, Public Health Officer Order and add a new program service location where Residential Treatment Services (RTS) modalities Levels 3.1, 3.3, and 3.5 will be provided to adult perinatal and non-perinatal Department of Behavioral Wellness clients, with no change in the total Maximum Contract Amount not to exceed \$2,510,091, inclusive of \$836,697 for FY 21-22, \$836,697 for FY 22-23, and \$836,697 for FY 23-24, for the period of July 1, 2021 through June 30, 2024;

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

I. Delete Section 28 Compliance with Law of the Standard Terms and Conditions and replace it 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; and letters including, but not limited to, those issued by 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, and/or letter shall be conclusive of that fact as between Contractor and County.

II. Add Section 42 Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment to the Standard Terms and Conditions as follows:

42. PROHIBITION ON CERTAIN TELECOMMUNICATION 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. Add subdivision L. to Exhibit A-1 General Provisions: ADP section 2. Staff, as follows:

L. California Department of Public Health, Public Health Officer Order, 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:
 - i. Vaccination and boosters for its employees; or
 - ii. Exemption status and testing results for its employees.
2. This requirement applies to all of Contractor's employees who provide services or work in "Health Care Facilities" as described in the State Public Health Officer Order.
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>

IV. Delete Section 1 (Program Summary) of Exhibit A-2 Statement of Work: ADP Residential Treatment Services and replace with the following:

1. PROGRAM SUMMARY.

The Contractor shall provide residential alcohol and other drug (AOD) treatment (hereafter, "the Program") to assist adult (age 18 and older) and adolescent (under age 21) clients with a substance use disorder diagnosis to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be licensed by the Department of Health Care Services (DHCS) for residential treatment and Drug Medi-Cal (DMC) certified to provide Residential Treatment Services with an ASAM designation of Level 3.1, Level 3.3, Level 3.5, and Withdrawal Management 3.2 and 3.7. The Program will be located at:

- A. 18646 Oxnard Street, Tarzana, CA 91356; and
 - B. 44447 North 10th Street West, Building Band C, Lancaster, CA 93534; and
 - C. 2101 Magnolia Avenue, Long Beach, CA 90806.
 - i. This location will provide non-perinatal and perinatal adult Residential Treatment Services Levels 3.1, 3.3, and 3.5.
- V. The terms and provisions set forth in this First Amendment to the 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.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara and Tarzana Treatment Centers, Inc.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on the date executed by the 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:

TARZANA TREATMENT CENTERS, INC.

By: _____
Authorized Representative

Name: _____

Title: _____

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

By: _____
Risk Manager