

**SECOND AMENDMENT
2013-2014**

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 14-088**, by and between the **County of Santa Barbara** (County) and **Coast Valley Substance Abuse Treatment Center** (Contractor), for the continued provision of Substance Abuse Treatment Services.

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, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2013, the First Amendment approved by the County Board of Supervisors in October 2013, except as modified by this Second Amended Contract.

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds in the amount of \$179,742 to the prior Agreement maximum of \$379,102 so as to compensate Contractor for the additional services to be rendered under this Agreement through June 30, 2014.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Add Section 3. E. to Exhibit A-1, STATEMENT OF WORK: OUTPATIENT TREATMENT as follows:

3. E. Contractor shall provide ODF Youth and Family Treatment:

E. Contractor shall provide ODF Youth and Family Treatment:

1. Contractor shall provide family engagement activities and services which initiate and encourage family participation in treatment, such as groups to provide an introduction and orientation to the treatment program.
2. Contractor shall provide family education activities and services which educate families about relevant topics such as substance abuse, treatment, recovery, and relapse prevention.
3. Contractor shall provide parenting education activities and services that foster effective parenting, with an emphasis on positive parenting, communication between parents and their children, setting clear and appropriate behavioral expectations and logical consequences, awareness of social issues that confront children and how parents can help, and other topics which increase parent effectiveness and family functioning.

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4. Contractor shall provide celebratory activities, recognizing clients for their achievements in the recovery process through special activities in the facility or outings to events in the community. **A maximum of two (2) sessions per calendar month may be billed at the ODF - Individual rate for such activities.**
5. Contractor shall carry out specific and scheduled outreach activities designed to increase local community awareness of treatment services.

II. Add Exhibit A-5, STATEMENT OF WORK: ALCOHOL AND DRUG FREE HOUSING as follows:

**Exhibit A-5
Statement of Work
Alcohol and Drug Free Housing**

1. **PROGRAM SUMMARY.** Contractor provides Alcohol and Drug Free Housing (ADFH) services which help people in recovery maintain an alcohol and drug free lifestyle (hereafter in this Exhibit A-5 “the Program”), funded by the VETS SAMHSA grant. The Program is time limited and provides a safe and sober living environment within a self-help model of support. ADFH services are not treatment services and Contractor shall not provide treatment services to any of its residents. The Program shall be registered with the California Association of Addiction Recovery Resources (CAARR). The Program will be located at 830 W. Church St. Santa Maria 93454.
2. **PROGRAM GOALS.**
 - A. Assist clients to establish a clean and sober lifestyle;
 - B. To help justice involved veterans reduce psychiatric symptoms including depression, Post-Traumatic Stress Disorder (PTSD) and other trauma-related symptoms;
 - C. Expand capacity in the Santa Maria Veterans Treatment Court and enhance treatment for justice involved veterans;
 - D. Assist clients in maintaining sobriety, offering support and housing resources in the community.
3. **SERVICES.**
 - A. ADFH services help clients recovering from substance abuse maintain an alcohol- and drug-free lifestyle by providing a housing alternative. Program residents are free to participate in self-help meetings or any other activity that helps them maintain sobriety. Treatment, recovery planning or detoxification services shall not be included in ADFH services.
 - B. Contractor shall adhere to ADMHS Standards for Sober Living Environments, Sober Living Guidelines, and California Association of Addiction Recovery Resources (CAARR) Standards for Sober Living Environments, incorporated herein by reference.
 - C. Contractor shall only receive reimbursement for ADFH services provided to clients currently receiving treatment from alcohol and other drug (AOD) treatment programs funded by the VETS SAMHSA Grant.

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D. Contractor shall cooperate with ADMHS, Probation, and the VETS Court Team in providing housing for VETS SAMHSA Grant clients. Contractor shall notify ADMHS, Probation, and/or Court if any of the following occur:

1. Unusual incident occurs involving a client.
2. Client leaves Contractor's program.
3. Contractor suspects drug or alcohol use by the client.

E. **CAARR Registration.** CAARR has established a registration process for homes meeting the Sober Living Standards. It is not a certification or accreditation, but rather an acknowledgement that a home states that it meets the Sober Living Environment Standards, declares that it will continue to abide by the Standards, and is visited on an annual basis by peers who witness the environment and recognize that the program meets the minimum Standards. The name of the program will then be placed in the official Registry, and the program will receive a certificate. Contractor shall apply for CAARR registration within 30 days of contract execution.

4. **CLIENTS.** Contractor shall provide services as described in Section 3 to approximately 1-2 VETS clients per year, referred by sources specified in Section 6. Contractor shall admit clients with co-occurring disorders where appropriate.

5. **LENGTH OF STAY.** County will reimburse for a length of stay not to exceed 60 days per client. With extenuating circumstances preventing employment, ADMHS and/or Probation may approve a length of stay up to 90 days. Any length of stay over 90 days will be considered on an individual case by case basis, and must be pre-approved by ADMHS.

6. **REFERRALS.**

A. Contractor shall receive referrals from the VETS Court Team for VETS SAMHSA Grant program participants.

1. Contractor shall receive referral via phone, written referral, or walk in.
2. Referrals shall be accompanied by written documentation.

B. As mandated by the VETS Court Team, client will contact Contractor within one business day of referral. Contractor shall contact the VETS Court Team within 72 hours with a verification of enrollment.

7. **ADMISSION PROCESS.**

A. Contractor shall interview client to determine client's appropriateness for the Program.

B. Admission criteria will be determined by referral source, Contractor, and/or payor source.

C. Contractor shall admit clients referred by sources described in Section 6.A unless the client meets one or more conditions specified in Section 8, or if space is not available in the Program.

D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:

1. Program rules and guidelines, signed by client;

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2. Release of information form, signed by client;
 3. Assessment and contract for fees;
 4. Emergency contact information for client.
- E. Contractor shall notify referring party if client is not accepted into the Program, based on Section 8, within one business day of receiving the initial referral.
- F. Contractor shall complete and send a Verification of Enrollment form to the referring party upon acceptance of client into Program, no later than 72 hours after admission.
- G. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
8. **EXCLUSION CRITERIA.** On a case-by-case basis, the following may be cause for client exclusion from the program:
- A. Client threat of or actual violence toward staff or other clients;
 - B. Rude or disruptive behavior that cannot be redirected;
9. **DISCHARGES.** Contractor shall inform referring agency, if applicable, of client status and discharge

III. Add Section I.E, PAYMENT FOR SERVICES to Exhibit B, FINANCIAL PROVISIONS as follows:

- E. **Program Expansion.** Contractor shall be reimbursed for expenses associated with Program expansion as described in Exhibit B-1 and in Contractor's approved budget.

IV. Delete Section II, MAXIMUM CONTRACT AMOUNT from Exhibit B, FINANCIAL PROVISIONS and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$558,844** and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. 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.

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V. Add Section VI.B.3, to Exhibit B, FINANCIAL PROVISIONS as follows:

3. Submission of Invoices for Program Expansion Costs. Contractor may submit a written invoice on a weekly basis, but no later than within 30 calendar days of the end of the month in which startup costs are incurred, titled "Program Expansion". The invoice shall include the following: i) the time period covered and the amount requested from the County, ii) the number of the current Expansion invoice if more than one Expansion invoice is submitted, the Agreement number and signature of Contractor's authorized representative, and iii) sufficient detail and supporting documentation to verify that the costs have been incurred, including, but not limited to, a summary and detail report from the Contractor's General Ledger system showing the actual posting of expenses, copies of receipts for operating costs, and timesheets for personnel costs. The Contractor will also submit a report that ties the hours from the timesheets to the personnel costs posted to in the General Ledger system.

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VI. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

**EXHIBIT B-1
ALCOHOL, DRUG AND MENTAL HEALTH SERVICES
SCHEDULE OF RATES AND CONTRACT MAXIMUM**

CONTRACTOR NAME: Coast Valley FISCAL YEAR: 2013-14

DESCRIPTION/MODE/SERVICE FUNCTION:	Unit	PROGRAM								
		Outpatient Treatment - Lompoc	Outpatient Treatment - Santa Maria	Outpatient Treatment - ROSC	Outpatient Treatment - Bridges to Recovery Lompoc (through 9/30/13)	Outpatient Treatment - Bridges to Recovery Santa Maria (through 9/30/13)	Outpatient Treatment - VETS (10/1/13 - 6/30/14)	Program Expansion	VETS Housing	Total
NUMBER OF UNITS PROJECTED (based on history):										
33-ODF Group	session	3508	5485							8,993
34-ODF Individual	session	394	601							995
34 - Case Management	staff hour	236								236
34 - Family Services - Recovery Activities	staff hour	106								106
34 - Family Services -Educational/Voc Activities	staff hour	106								106
18-Recovery Oriented System of Care (ROSC)	cost reimbursed			\$ 14,700						\$ 14,700
SAMHSA B2R Grant Services	cost reimbursed				\$ 4,681	\$ 4,681				\$ 9,362
SAMHSA VETS Grant Services	cost reimbursed						\$ 42,900			\$ 42,900
Program Expansion							\$ 15,000			\$ 15,000
VETS ADFH								\$ 5,175		\$ 5,175
COST PER UNIT/PROVISIONAL RATE:										
33-ODF Group							\$72.32			
34-ODF Individual							\$71.25			
18-Recovery Oriented System of Care (ROSC)							as budgeted			
SAMHSA B2R Grant Services							as budgeted			
SAMHSA VETS Grant Services							as budgeted			
GROSS COST:		\$ 184,660	\$ 234,480	\$ 14,700	\$ 4,681	\$ 4,681	\$ 44,900			\$ 488,102
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget)										
CLIENT FEES		\$ 10,000	\$ 10,000				\$ 2,000			\$ 22,000
CLIENT INSURANCE										\$ -
CONTRIBUTIONS/GRANTS (includes unsecured)		\$ 6,000	\$ 6,000							\$ 12,000
FOUNDATIONS/TRUSTS										\$ -
SPECIAL EVENTS										\$ -
OTHER (LIST): OTHER GOVERNMENT		\$ 50,000	\$ 25,000							\$ 75,000
OTHER (LIST): INVESTMENT INCOME										\$ -
TOTAL CONTRACTOR REVENUES		\$ 66,000	\$ 41,000	\$ -	\$ -	\$ -	\$ 2,000			\$ 109,000
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 118,660	\$ 193,480	\$ 14,700	\$ 4,681	\$ 4,681	\$ 42,900			\$ 379,102
DMC Administrative Fee (15%) *		\$ 23,873	\$ 23,874							
DMC Gross Claim Maximum		\$ 159,156	\$ 159,158							
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT**										
Drug Medi-Cal		\$ 135,283	\$ 135,284							\$ 270,567
Realignment/SAPT - Discretionary		\$ 68,869	\$ 113,480	\$ 14,700				\$ 15,000		\$ 212,049
Realignment/SAPT Perinatal										\$ -
Realignment/SAPT - Adolescent Treatment		\$ 18,791								\$ 18,791
Realignment/SAPT - HIV										\$ -
Realignment/SAPT - Primary Prevention										\$ -
SAMHSA Federal Grant - B2R					\$ 4,681	\$ 4,681				\$ 9,362
SAMHSA Federal Grant - CSDC										\$ -
SAMHSA Federal Grant - CAM										\$ -
SAMHSA Federal Grant -VETS							\$ 42,900		\$ 5,175	\$ 48,075
CalWORKs										\$ -
Other County Funds										\$ -
TOTAL (SOURCES OF FUNDING)										\$ -
		\$ 222,943	\$ 248,764	\$ 14,700	\$ 4,681	\$ 4,681	\$ 42,900	\$ 15,000	\$ 5,175	\$ 558,844

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

**Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources.
 ***B2R Grant Sunsets 9/30/13

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VII. Delete Exhibit B-2. Contractor Budget, and replace with the following:

AGENCY NAME:		Coast Valley SATC				
COUNTY FISCAL YEAR:		2013-14				
COLUMN #	1	2	3			6
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Coast Valley SM (Fac/Prog)	Coast Valley LM (Fac/Prog)	Coast Valley Vets
Contributions		\$ 12,000	\$ 12,000	\$ 6,000	\$ 6,000	
Foundations/Trusts			\$ -			
Special Events			\$ -			
Legacies/Bequests			\$ -			
Associated Organizations			\$ -			
Membership Dues			\$ -			
Sales of Materials			\$ -			
Investment Income			\$ -			
SAMHSA VETS Grant		\$ 48,075	\$ 48,075			\$ 48,075
ADMHS Funding		\$ 124,640	\$ 124,640	\$ 93,480	\$ 31,160	
Other Government Funding			\$ -			
ROSC		\$ 14,700	\$ 14,700	\$ 7,350	\$ 7,350	
Drug Court Services		\$ 12,500	\$ 12,500	\$ 12,500		
SAPT		\$ 79,000	\$ 79,000	\$ 7,500	\$ 71,500	
SAMHSA B2R Grant		\$ 9,362	\$ 9,362	\$ 4,681	\$ 4,681	
MediCAL		\$ 270,567	\$ 270,567	\$ 135,284	\$ 135,283	
Probation AB 109		\$ 75,000	\$ 75,000	\$ 25,000	\$ 50,000	
Total Other Revenue (Sum of lines 1 through 17)		\$ 645,844	\$ 645,844	\$ 291,795	\$ 305,974	\$ 48,075
I.B Client and Third Party Revenues:						
Medicare			-			
Client Fees		\$ 37,000	\$ 37,000	\$ 10,000	\$ 25,000	\$ 2,000
Insurance			-			
SSI			-			
Other (specify)			-			
Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 37,000	\$ 37,000	\$ 10,000	\$ 25,000	\$ 2,000
GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		\$ 682,844	\$ 682,844	\$ 301,795	\$ 330,974	\$ 50,075

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AGENCY NAME:	Coast Valley SATC				
COUNTY FISCAL YEAR:	2013-14				
III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Coast Valley SM (Fac/Prog)	Coast Valley LM (Fac/Prog)	Coast Valley Vets
Salaries (Complete Staffing Schedule)	434,270	\$ 434,270	\$ 192,810	\$ 209,480	\$ 31,980
Employee Benefits	9,600	\$ 9,600	\$ 4,200	\$ 4,200	\$ 1,200
Consultants	40,250	\$ 40,250	\$ 21,150	\$ 11,300	\$ 7,800
Payroll Taxes	77,520	\$ 77,520	\$ 37,359	\$ 38,241	\$ 1,920
Salaries and Benefits Subtotal	\$ 561,640	\$ 561,640	\$ 255,519	\$ 263,221	\$ 42,900
III.B Services and Supplies Object Level					
Professional Fees		\$ -			
Supplies	24,520	\$ 24,520	\$ 10,000	\$ 12,520	\$ 2,000
Telephone	3,909	\$ 3,909	\$ 1,236	\$ 2,673	
Postage & Shipping		\$ -			
Occupancy (Facility Lease/Rent/Costs)	71,495	\$ 71,495	\$ 29,580	\$ 36,740	\$ 5,175
Rental/Maintenance Equipment	3,600	\$ 3,600	\$ 1,800	\$ 1,800	
Printing/Publications		\$ -			
Transportation	1,060	\$ 1,060	\$ 360	\$ 700	
Conferences, Meetings, Etc		\$ -			
Insurance	7,600	\$ 7,600	\$ 3,300	\$ 4,300	
Utilities	5,420	\$ 5,420		\$ 5,420	
License Fee	3,600	\$ 3,600		\$ 3,600	
		\$ -			
		\$ -			
Services and Supplies Subtotal	\$ 121,204	\$ 121,204	\$ 46,276	\$ 67,753	\$ 7,175
III.C. Client Expense Object Level Total		\$ -			
SUBTOTAL DIRECT COSTS	\$ 682,844	\$ 682,844	\$ 301,795	\$ 330,974	\$ 50,075
IV. INDIRECT COSTS					
Administrative Indirect Costs (limited to 15%)		\$ -			
GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 682,844	\$ 682,844	\$ 301,795	\$ 330,974	\$ 50,075

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Coast Valley Substance Abuse Treatment Center.

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

ATTEST:
MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

Date: _____

COUNTY OF SANTA BARBARA

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

RECOMMENDED FOR APPROVAL:
TAKASHI WADA, MD, MPH
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
INTERIM DIRECTOR

By _____
Director

APPROVED AS TO FORM:
MICHAEL. C. GHIZZONI
COUNTY COUNSEL

By _____
Deputy County Counsel

CONTRACTOR:
COAST VALLEY SUBSTANCE ABUSE
TREATMENT CENTER

By: _____
Tax Id No 77-0527812

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____