

FIRST AMENDMENT 2012-2013

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 12-021**, by and between the **County of Santa Barbara** (County) and **The Regents of the University of California (Santa Barbara)** (Contractor), for the continued provision of **Evaluation Services for Alcohol and Drug Program**.

Whereas, County intends to extend the term of the existing contract through Fiscal Year 12-13 and to compensate Contractor for the services to be provided during that Fiscal Year; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2011, except as modified by this First 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 Section 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on **July 1, 2012**, and end performance upon completion, but no later than **June 30, 2013**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 12, Records, Audit, and Review, from Agreement and replace with the following:

12. **RECORDS, AUDIT, AND REVIEW.** Contractor shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Contractor's profession and shall maintain such records until such time that the State Department of Health Care Services completes its final audit for the fiscal year(s) covered by this Agreement, or not less than three (3) years from the end of the term of this Agreement, whichever is later. All account records shall be kept in accordance with generally accepted accounting practices. County shall have the right to audit and review all such documents and records, either at any time during Contractor's regular business hours, or upon reasonable notice to Contractor.

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III. Delete Section 34, Nonappropriation of Funds, from Agreement and replace with the following:

34. Nonappropriation of Funds.

- A. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.
- B. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement as provided in Section 17. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.
- C. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

IV. Delete Section 1, Program Summary, of Exhibit A, Statement of Work, and replace with the following:

1. **PROGRAM SUMMARY:** Contractor provides evaluation services, periodic reporting, and consultation for County treatment programs and grants, including the Substance Abuse Treatment Court (SATC), and the Substance Abuse and Mental Health Services Administration (SAMHSA) Clean and Sober Drug Court (CSDC), SAMHSA Children Affected by Methamphetamine (CAM), and Bridges to Recovery (B2R) grants (hereafter, "the Program"). The Program measures clinical outcomes, program effectiveness, recidivism rates, and client attitudes towards treatment, as further detailed in Contractor's proposals. The Program also provides training, education and consultation to help improve data collection, clinical outcomes, and promote effective grant management, as further detailed in Contractor's proposals. The Program will be located at UCSB, Graduate School of Education, Santa Barbara, CA 93106.

V. Delete Section 2.B, SAMHSA Sober Women and Healthy Families (SWHF) grant, of Exhibit A, Statement of Work.

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VI. Delete Section 2.C, SAMHSA Methamphetamine Recovery Services (MARS) grant, of Exhibit A, Statement of Work.

VII. Delete Section F, SAMHSA Grant Evaluation, of Exhibit A, Statement of Work, and replace with the following:

F. SAMHSA Grant Evaluation. Contractor shall provide the following evaluation services for CSDC, CAM, and B2R:

- i. Train treatment provider staff to conduct required SAMHSA assessment tools and collect other data as needed;
- ii. Provide weekly updates to treatment providers on scheduled data collection;
- iii. Meet with treatment provider staff monthly to discuss any problems with data collection and to provide feedback on client outcomes as available;
- iv. Provide weekly feedback to the treatment program staff and administrators on the extent to which the grant is meeting established goals in terms of client entry and follow-up;
- v. Provide interim reports that will allow treatment providers to make changes to improve the program;
- vi. Score assessments, create databases, enter all data in a timely manner, and analyze data:
 1. Enter all client assessment, demographic, and Government Performance Review Act (GPRA) data, as required by SAMHSA, into databases;
 2. Contractor's staff evaluators will analyze the data to assess the extent to which the program has met its process and outcome goals for the biannual reports and on a yearly basis;
- ii. Provide written reports for the biannual reports, the Continuation Proposal, and the Yearly Outcome Report;
- iii. Administer a client survey, as applicable. This requirement does not apply to B2R.
- iv. Present findings of the formal report at professional conferences, including the national meetings of the American Psychological Association and other meetings required by SAMHSA;
- v. Participate in monthly phone conferences with SAMHSA;
- vi. Attend required SAMHSA conferences.
- vii. For MARS, Contractor shall provide the following additional services:

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1. Conduct consumer surveys for clients who have been in treatment at three months;
2. Score assessments and provide feedback to staff on individual clients, particularly on concerns raised from the Trauma Symptom Inventory (TSI).

II. Delete Section II, Maximum Contract Amount, of Exhibit B, Financial Provisions, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed **\$166660**. The Maximum Contract Amount 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.

III. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the attached.

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

CONTRACTOR NAME: The Regents of the University of California **FISCAL YEAR:** 2012-13

	PROGRAM				TOTAL
	SATC	SAMHSA - CSDC	SAMHSA - CAM	SAMHSA - B2R	
	July 1, 2012 - June 30, 2013				
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):				
04-Research/Evaluation	\$ 26,660	\$ 45,000	\$ 50,000	\$ 45,000	\$ 166,660
UNIT REIMBURSEMENT	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	
COST PER UNIT/PROVISIONAL RATE:					
04-Research/Evaluation	As Budgeted				
MAXIMUM (NET) CONTRACT AMOUNT:	\$ 26,660	\$ 45,000	\$ 50,000	\$ 45,000	\$ 166,660
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
Drug Court Services (6246)	\$ 26,660				\$ 26,660
SAMHSA CSDC Grant (6246)		\$ 45,000			\$ 45,000
SAMHSA CAM Grant (6246)			\$ 50,000		\$ 50,000
SAMHSA B2R Grant (6250)				\$ 45,000	\$ 45,000
TOTAL (SOURCES OF FUNDING)	\$ 26,660	\$ 45,000	\$ 50,000	\$ 45,000	\$ 166,660

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and The Regents of the University of California (Santa Barbara).

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

COUNTY OF SANTA BARBARA

By: _____
DOREEN FARR, CHAIR
BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-6006145.
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By _____
Deputy County Counsel
Date: _____

By _____
Deputy

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

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CONTRACT SUMMARY PAGE

BC 12-021

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 12-13
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 D5. Contact Person Danielle Spahn
 D6. Telephone (805) 681-5229

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose Evaluation Services for Alcohol and
 K3. Contract Amount \$166660
 K4. Contract Begin Date 7/1/2012
 K5. Original Contract End Date 6/30/2010
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
3	7/1/2012	166660		166660	6/30/2013	Renew for FY 12-13

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*) Yes
 F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$166660
 F3. Fund Number 0049
 F4. Department Number 043
 F5. Division Number (*if applicable*) N/A
 F6. Account Number 7461
 F7. Cost Center number (*if applicable*) 6100
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=832561
 V2. Payee/Contractor Name The Regents of the University of
 V3. Mailing Address 3227 Cheadle Hall, 3rd Floor.
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93106
 V5. Telephone Number 8058935687
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 95-6006145
 V7. Contact Person Lynne Van Der Kamp Sponsored
 V8. Workers Comp Insurance Expiration Date Self-Insured
 V9. Liability Insurance Expiration Date[s] Self-Insured
 V10. Professional License Number N/A
 V11. Verified by (name of county staff) Danielle Spahn
 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: _____