

FIRST AMENDMENT

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 10-029**, by and between the **County of Santa Barbara** (County) and **Casa Serena** (Contractor), for the continued provision of **NNA Residential Treatment Services**.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, 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 5. CLIENTS from Exhibit A, Statement of Work, and replace with the following:

5. **CLIENTS.** Contractor shall provide services as described in Section 4 to 21 clients, aged 18 and over, referred by sources described in Section 7.A.
 - A. Main House: Contractor shall provide an average of 4 beds, and room and board, to clients in the Main House, as part of this agreement. Occupancy shall not exceed three clients per room. After the first 2-weeks of residency, clients are required to seek and obtain employment, undertake volunteer commitments, or attend school.
 - B. Graduate House: Contractor shall provide beds to clients in the Graduate House, if funding is specified in Exhibit B-1. Occupancy shall not exceed two clients per room. Clients shall be responsible for providing their own food. Clients are required to work, volunteer, or attend school at least 30 hours per week.
 - C. Oliver House: Contractor shall provide an average of 1 bed, and room and board to clients in the Oliver House, as part of this agreement. Occupancy shall not exceed one client and two children under twelve (12) years old per room. Clients are required to work or volunteer at least 20 hours per week. After the initial 6 months of treatment, the client is expected to be self-supporting.
 - D. Contractor shall admit clients with co-occurring disorders as appropriate.

II. Delete Section II. MAXIMUM CONTRACT AMOUNT from Exhibit B, Payment Arrangements, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed \$104514. 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.

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

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

CONTRACTOR NAME: Casa Serena **FISCAL YEAR:** 2009-2010

	Unit	PROGRAM			
		Main House	Oliver House	Graduate House	Total
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):			
51-Res/Rec LT	bed day	1533			1,533
85-SATTA (1 Test = \$8.00)	test	296			296
51-Res/Rec LT - Oliver House	bed day		339		339
56-TLC PN	bed day		46		46
COST PER UNIT/PROVISIONAL RATE:					
51-Res/Rec LT				\$50.00	
85-SATTA (1 Test = \$8.00)				\$8.00	
51-Res/Rec LT - Oliver House				\$66.13	
56-TLC PN				\$66.13	
GROSS COST:		\$ 470,847	\$ 136,904	\$ 148,380	\$756,131
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
CLIENT FEES		\$ 127,500	\$ 41,100	\$ 86,400	\$255,000
CLIENT INSURANCE					\$0
CONTRIBUTIONS/GRANTS (includes unsecured)		\$ 60,000	\$ 20,000	\$ 20,000	\$100,000
FOUNDATIONS/TRUSTS		\$ 78,000	\$ 26,000	\$ 26,000	\$130,000
MISCELLANEOUS REVENUE		\$ 720	\$ 240	\$ 240	\$1,200
OTHER: OTHER GOVERNMENT		\$ 6,000			\$6,000
OTHER: INVESTMENT INCOME		\$ 21,600	\$ 7,200	\$ 7,200	\$36,000
OTHER: MEETING RENT		\$ 450			\$450
OTHER : LAUNDRY				\$ 800	\$800
OTHER: EMPLOYEE INSURANCE		\$ 720	\$ 240	\$ 240	\$1,200
OTHER: DEFERRED SCHOLARSHIPS		\$ 35,000	\$ 7,500	\$ 7,500	\$50,000
OTHER: ENDOWMENT ACCOUNT		\$ 38,505			\$38,505
OTHER: SPECIAL EVENTS		\$ 23,331	\$ 9,131		\$32,462
TOTAL CONTRACTOR REVENUES*		\$ 391,826	\$ 111,411	\$ 148,380	\$651,617
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 79,021	\$ 25,493	\$ -	\$ 104,514

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SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
Medi-Cal Treatment Services (6241)					\$0
Medi-Cal Perinatal Services (6242)					\$0
Drug Testing SB 233/SATTA (6239)		\$3,000			\$3,000
SACPA Treatment Services (6240)		\$7,851	\$2,899		\$10,750
SACPA OTP (6240)					\$0
ADP Treatment Services - SAPT (6243)					\$0
Perinatal non-Drug Medi-Cal (6244)		\$44,415	\$19,649		\$64,064
Drug Court Services (6246)		\$2,700			\$2,700
CalWORKS (6249)		\$21,055	\$2,945		\$24,000
Youth Services (6250)					\$0
Prevention Services (6351)					\$0
TOTAL (SOURCES OF FUNDING)		\$ 79,021	\$ 25,493	\$ -	\$104,514

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CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* Total Contractor Revenues serve as a hard match for SAPT funds. The source of the hard match shall be non-ADMHS sources secured by Contractor. The match does not apply to DM/C.

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

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program

AGENCY NAME: Casa Serena

COUNTY FISCAL YEAR: 09-10

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7	
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Enter PROGRAM NAME Casa Serena Main	Enter PROGRAM NAME Casa Serena Grad	Enter PROGRAM NAME Casa Serena Other	Enter PROGRAM NAME (Fac/Prog)	
1	Contributions		\$ 100,000	\$ 100,000	\$ 60,000	\$ 20,000	\$ 20,000		
2	Foundations/Trusts		\$ 130,000	\$ 130,000	\$ 76,000	\$ 26,000	\$ 26,000		
3	Special Events - 50th Anniversary		\$ 32,462	\$ 32,462	\$ 23,331	\$ -	\$ 9,131		
4	Legacies/Bequests			\$ -	\$ -	\$ -	\$ -		
5	Associated Organizations			\$ -	\$ -	\$ -	\$ -		
6	Membership Dues			\$ -	\$ -	\$ -	\$ -		
7	Program Service Fees			\$ -	\$ -	\$ -	\$ -		
8	Sales of Materials			\$ -	\$ -	\$ -	\$ -		
9	Investment Income		\$ 36,000	\$ 36,000	\$ 21,600	\$ 7,200	\$ 7,200		
10	Miscellaneous Revenue		\$ 1,200	\$ 1,200	\$ 720	\$ 240	\$ 240		
11	ADMHS Funding		\$ 104,514	\$ 104,514	\$ 79,021	\$ -	\$ 25,493		
12	Other Government Funding - CWS		\$ 6,000	\$ 6,000	\$ 6,000				
13	Other - Meeting Rent		\$ 450	\$ 450	\$ 450				
14	Other - Laundry		\$ 800	\$ 800		\$ 800			
15	Other Employee Insurance		\$ 1,200	\$ 1,200	\$ 720	\$ 240	\$ 240		
16	Other Deferred Scholarships		\$ 50,000	\$ 50,000	\$ 35,000	\$ 7,500	\$ 7,500		
17	Other Endowment Account		\$ 38,505	\$ 38,505	\$ 38,505				
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 501,131	\$ 501,131	\$ 343,347	\$ 61,980	\$ 95,804	\$ -	
	I.B. Client and Third Party Revenues:								
19	Medicare			-	\$ -	\$ -	\$ -		
20	Client Fees		\$ 255,000	255,000	\$ 127,500	\$ 86,400	\$ 41,100		
21	Insurance			-	\$ -	\$ -	\$ -		
22	SSI				\$ -	\$ -	\$ -		
23	Other (specify)			-	\$ -	\$ -	\$ -		
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)		255,000	255,000	127,500	86,400	41,100	-	
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		756,131	756,131	470,847	148,380	136,904	-	

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LINE #	ACCOUNT #	1	2	3	4	5	6	7
III. DIRECT COSTS			TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Enter PROGRAM NAME Casa Serena Main	Enter PROGRAM NAME Casa Serena Grad	Enter PROGRAM NAME Casa Serena Other	Enter PROGRAM NAME (Fac/Prog)
26	Salaries (Complete Staffing Schedule)		272,360	\$ 272,360	\$ 139,760	\$ 59,800	\$ 72,800	
27	Employee Benefits		50,710	\$ 50,710	\$ 30,426	\$ 10,142	\$ 10,142	
28	Consultants		24,000	\$ 24,000	\$ 14,400	\$ 4,800	\$ 4,800	
29	Payroll Taxes		40,435	\$ 40,435	\$ 24,261	\$ 8,087	\$ 8,087	
30	Personnel Costs Total (Sum of lines 26 through 29)		\$ 387,505	\$ 387,505	\$ 208,847	\$ 82,829	\$ 95,829	\$ -
31	Professional Fees		53,475	\$ 53,475	\$ 32,085	\$ 10,695	\$ 10,695	
32	Advertising		6,819	\$ 6,819	\$ 4,093	\$ 1,363	\$ 1,363	
33	Telephone		14,274	\$ 14,274	\$ 8,564	\$ 2,855	\$ 2,855	
34	Postage & Shipping		1,500	\$ 1,500	\$ 900	\$ 300	\$ 300	
35	Supplies & Miscellaneous		14,952	\$ 14,952	\$ 14,952	\$ -	\$ -	
36	Rental/Maintenance Equipment		2,300	\$ 2,300	\$ 2,300			
37	Printing/Publications		2,500	\$ 2,500	\$ 1,500	\$ 500	\$ 500	
38	Transportation		4,177	\$ 4,177	\$ 2,505	\$ 836	\$ 836	
39	Conferences, Meetings, Etc		1,610	\$ 1,610	\$ 966	\$ 322	\$ 322	
40	Insurance		16,860	\$ 16,860	\$ 10,116	\$ 3,372	\$ 3,372	
41	Other - Utilities		31,686	\$ 31,686	\$ 19,012	\$ 6,337	\$ 6,337	
42	Other - Program		28,819	\$ 28,819	\$ 17,291	\$ 5,764	\$ 5,764	
43	Other - Food		45,000	\$ 45,000	\$ 36,000	\$ -	\$ 9,000	
44	Other - Licenses & Fees		5,654	\$ 5,654	\$ 3,392	\$ 1,131	\$ 1,131	
45	Other - Building & Grounds Maintenance		15,000	\$ 15,000	\$ 9,000	\$ 3,000	\$ 3,000	
46	SUBTOTAL DIRECT COSTS		\$ 632,131	\$ 632,131	\$ 371,523	\$ 119,304	\$ 141,304	\$ -
III. INDIRECT COSTS								
47	Administrative Indirect Costs		124,000	\$ 124,000	\$ 124,000	\$ -	\$ -	
48	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)		\$ 756,131	\$ 756,131	\$ 495,523	\$ 119,304	\$ 141,304	\$ -

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SIGNATURE PAGE

Amendment to 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: _____
JOSEPH CENTENO
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:
DENNIS MARSHALL
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: _____

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CONTRACT SUMMARY PAGE

BC 10-029

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 09-10
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 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 \$104514
 K4. Contract Begin Date 7/1/2009
 K5. Original Contract End Date 6/30/2010
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/09	-32250		104514	6/30/10	Funding reduction

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 \$104514
 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=710170
 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 7/1/2010
 V9. Liability Insurance Expiration Date[s] G-1/1/2010; P-1/1/2010
 V10. Professional License Number 420024AN, 420024BN, 420024CN
 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: _____