

# SANTA BARBARA COUNTY BOARD AGENDA LETTER



Clerk of the Board of Supervisors  
105 E. Anapamu Street, Suite 407  
Santa Barbara, CA 93101  
(805) 568-2240

**Agenda Number:**  
**Prepared on:** June 29, 2006  
**Department Name:** Alcohol, Drug & Mental Health  
**Department No.:** 043  
**Agenda Date:** July 25, 2006  
**Placement:** Administrative  
**Estimate Time:**  
**Continued Item:** NO  
**If Yes, date from:**

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**TO:** Board of Supervisors

**FROM:** James L. Broderick, Ph.D., Director  
Alcohol, Drug & Mental Health Services

**STAFF CONTACT:** Al Rodriguez, ADMHS Assistant Director – Alcohol Drug Program  
805.681.5442

**SUBJECT:** **FY 06-07 Ongoing Expenditure Contract Renewals**

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## **Recommendation(s):**

Consider recommendations regarding ongoing expenditure contract renewals for the period of July 1, 2006 through June 30, 2007, as follows

- a) Approve and authorize the County Executive Officer to execute a contract for Drug Medi-Cal (DMC) treatment services with Phoenix of Santa Barbara (a local vendor), in the amount of \$120,000;
- b) Approve and authorize the County Executive Officer to execute a contract for prevention services with HOZHO Institute and Consulting (a local vendor), in the amount of \$167,435;
- c) Authorize the Director of ADMHS to approve amendments to the proposed contracts, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

## **Alignment with Board Strategic Plan:**

The recommendation(s) are primarily aligned with Goal No. 2. A Safe and Healthy Community in Which to Live, Work and Visit.

## **Executive Summary and Discussion:**

The Alcohol, Drug and Mental Health Services (ADMHS) department has numerous expenditure contracts with service providers that have been approved by the Board of Supervisors as part of the ongoing contract list during Fiscal Year 2006-07 Budget Hearings. The Board authorized the CEO to execute the contracts on the ongoing list in order to expedite contract processing. Departments submit their list of ongoing contracts to the County Executive Office (CEO) well before providers can submit their final requests for funding

increases or decreases and contract negotiations can take place. Therefore, in some cases, the final contract amounts may vary from the amounts included on the ongoing contract list. For FY 06-07, ADP has endeavored to closely analyze provider trends and generate precise contract projections, which has resulted in ten ADP contracts on the ongoing list having been completed and executed by the CEO. ADMHS requests the Board approve and authorize the CEO to execute the following two contract renewals, with variances exceeding 10% of the amounts approved in the ongoing contract list.

**Phoenix of Santa Barbara** – Phoenix provides Drug Medi-Cal (DMC) treatment services in the Santa Barbara area. Funding for the DMC program is administered by the State Department of Alcohol and Drug Programs (ADP) which provides reimbursement for a limited array of outpatient and day treatment counseling services. Phoenix has requested a contract in the amount of \$120,000 for FY 06-07, a 20% reduction compared to the \$150,000 anticipated by the ongoing contract list. This reduction correlates with Phoenix’ DMC claim activity, which shows a decline from \$134,416 claimed in FY 04-05 to a projected \$122,769 in FY 05-06. In addition, the number of DMC-eligible clients served by Phoenix has decreased from 60 in FY 04-05 to 49 in FY 05-06. DMC contract amounts fluctuate year to year and among providers due in part to variable demand; the reduction for this provider is anticipated to be offset by other providers’ increased DMC claiming in FY 06-07 compared to the prior year.

**HOZHO Institute** – HOZHO provides environmental binge drinking prevention services in Isla Vista including providing support services for the Isla Vista Alcohol and Other Drug (AOD) Council. Along with 12 other counties, Santa Barbara was awarded a California State Incentive Grant (SIG) to provide environmental prevention programs and strategies to reduce binge drinking and related community problems among 12-25 year olds. HOZHO receives a portion of the County’s SIG award to implement the Residential Risk Management project in Isla Vista which includes residential risk assessment, social host training, working with property managers to strengthen lease agreements, and acting as an advisory committee for the “Safer Isla Vista” steering committee. The State recently approved an augmentation to the grant which increases HOZHO’s SIG award; the additional funding will be incorporated into the FY 06-07 proposed contract, for a total of \$167,435, which is 10.9% over the amount anticipated by the ongoing contract list.

**Performance Measures:**

Approval of the recommended action will assist ADMHS in meeting the following **Recurring Performance Measures:**

**Phoenix - RPM 0216:** to provide effective Alcohol and Drug treatment services to 5,000 clients.

**HOZHO - RPM 0197:** to promote community commitment to preventing local alcohol and other drug problems by increasing the number of community coalition members involved in alcohol and other drug prevention services.

**Mandates and Service Levels:**

In accepting state and federal funds earmarked for drug and alcohol services, counties are obligated to comply with federal and state laws, regulations and administrative policies specified as a condition of the award letter.

**Fiscal and Facilities Impacts:**

The recommended action will not require any General Fund Contribution or have any impact on the General Fund. DMC funding for Phoenix in the amount of \$120,000 is included in the FY 2006-07 Budget, ADP – Treatment Services, p. D-158. Funding for HOZHO, in the amount of \$167,435, is included in the FY 2006-07 Budget, ADP – Prevention Services, p. D-158

**Special Instructions:**

Please send one (1) fully executed copy of each contract and endorsed minute order to:  
Alcohol, Drug & Mental Health Services  
ATTN: Jack Juntunen, Contracts Analyst  
300 N. San Antonio Road  
Santa Barbara, CA 93110

**Concurrence:** Auditor-Controller, Risk Management

## AMENDMENT 2006-2007

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the amendment (hereafter referred to as the "Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-133 by and between the **County of Santa Barbara (COUNTY)** and **The HOZHO Institute and Consulting Group (CONTRACTOR)**, for the continued provision of the services specified herein.

Whereas, **COUNTY** intends to extend the term of the existing contract through the Fiscal Year 06-07 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 1/25/05, except as modified by this 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 Item 4, Term, of the Agreement and replace with the following:**

- 4. TERM.** This Amended Contract is effective July 1, 2006. **CONTRACTOR** shall commence performance on that date and shall end performance upon completion, but no later than June 30, 2007 unless otherwise directed by **COUNTY** or unless earlier terminated.

**II. Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:**

#### **EXHIBIT B PAYMENT ARRANGEMENTS**

- 1. CONTRACTOR SERVICES.** For **CONTRACTOR** services to be rendered under this Agreement, **CONTRACTOR** shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed \$167,435.

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

**AMENDMENT 2006-2007**

**EXHIBIT B-1  
SCHEDULE OF SERVICES**

**COUNTY** and **CONTRACTOR** have mutually agreed to the program services as listed below and as described in Exhibit A, and the Provider Workbook. It is agreed that **COUNTY** has provided **CONTRACTOR** with a signed copy of the Provider Workbook.

The services provided by **CONTRACTOR** shall be reimbursed according to rates shown on the invoice and described in Exhibit B. Specific services shall conform to California Department of Alcohol and Drug Programs service code as defined in Exhibit A.

<u><b>TYPE OF SERVICE</b></u>	<b>Term:</b> <b>7/01/06 to 6/30/07</b>  <b>Total Annual Provisional Amount</b>
<b>PRIMARY PREVENTION -</b> Environmental (Service Code 17)	\$76,100
<b>SIG GRANT -</b> Environmental (Service Code 17)	\$91,335
<b>Total Funding in FY 06-07</b>	<b>\$167,435</b>
The negotiated rate, units of service and maximum monthly billable amount is reflected on <b>COUNTY'S</b> invoice form and is based upon <b>CONTRACTOR'S</b> program budget, prior year cost report, and contract negotiations with <b>COUNTY</b> all contained in the Provider Workbook <b>CONTRACTOR</b> developed with <b>COUNTY</b> .	
<u><b>MATCH FUNDS</b></u>  <b>CONTRACTOR'S</b> program may require Matching Funds as outlined in <b>CONTRACTOR'S</b> proposal and as described in Exhibit B, Item 1B and Item 5. Any modification in the amount method or source of match funds must be approved by <b>COUNTY</b> .	

**AMENDMENT 2006-2007**  
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have executed this Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By:

\_\_\_\_\_  
KEN MASUDA, ASSISTANT COUNTY  
EXECUTIVE OFFICER

Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Tax ID No 77-0358004

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy COUNTY Counsel

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

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
JAMES L. BRODERICK, Ph.D.  
DIRECTOR

By: \_\_\_\_\_  
Director

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

**AMENDMENT 2006-2007**

**CONTRACT SUMMARY PAGE**

**BC05-133**

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 ..... 06-07  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number .....  
 D4. Department Name ..... Alcohol, Drug, & Mental Health  
 D5. Contact Person ..... Jack Juntunen  
 D6. Telephone..... (805) 681-4090

K1. Contract Type (check one):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... Amended contract for prevention services  
 K3. Contract Amount..... \$ 167,435  
 K4. Contract Begin Date ..... 7/1/2006  
 K5. Original Contract End Date..... 6/30/2006  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/06	167,435		167,435	6/30/07	06-07 Funding

B1. Is this a Board Contract? (Yes/No) ..... Yes  
 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..... \$167,435  
 F3. Fund Number..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (if applicable) ..... 6  
 F6. Account Number ..... 7460  
 F7. Cost Center number (if applicable) ..... 6351, 6353 (Program Codes)  
 F8. Payment Terms .....

V1. Vendor Numbers (A=Auditor; P=Purchasing) .....  
 V2. Payee/Contractor Name ..... HOZHO Institute and Consulting Group  
 V3. Mailing Address ..... 777 Camino Pescadero  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Goleta, CA 93117  
 V5. Telephone Number ..... 805-682-9007  
 V6. Contractor's Federal Tax ID Number (EIN or SSN) ..... 77-0358004  
 V7. Contact Person ..... Dr. Onolee Zwicke  
 V8. Workers Comp Insurance Expiration Date..... N/A-Contractor has no employees  
 V9. Liability Insurance Expiration Date[s] (G=Genl; GL 10/17/06  
 V10. Professional License Number.....  
 V11. Verified by (name of county staff) ..... Jack Juntunen  
 V12. Company Type (Check one): Sole Proprietorship Partnership  Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

## AMENDMENT 2006-2007

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Amended Contract") to the Agreement for Services of Independent **CONTRACTOR**, number BC04-196, by and between the **COUNTY of Santa Barbara (COUNTY)** and **Phoenix of Santa Barbara, Inc. (CONTRACTOR)**, for the continued provision of **DMC Adult Treatment and Co-occurring services**.

Whereas, **COUNTY** intends to extend the term of the existing contract through Fiscal Year 06-07 and to compensate **CONTRACTOR** for the services to be provided during that Fiscal Year; and

Whereas, this Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the **COUNTY** Board of Supervisors on **July 5, 2005**, except as modified by this 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 Item 4, TERM, of the Agreement and replace with the following:**
  4. **TERM. CONTRACTOR** shall commence performance on **July 1, 2006**, and end performance upon completion, but no later than **June 30, 2007**, unless otherwise directed by **COUNTY** or unless earlier terminated.
- II. **Delete Item 1, (Paragraph 1 and 2) of Exhibit B, Payment Arrangements, and replace with the following:**

#### EXHIBIT B PAYMENT ARRANGEMENTS

1. **CONTRACTOR SERVICES.** For **CONTRACTOR** services to be rendered under this Agreement, **CONTRACTOR** shall be paid at the rate specified in the Schedule of Fees (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$120,000**.

- III. **Delete Exhibit B-1, Payment Arrangements, and replace with the following:**



**AMENDMENT 2006-2007  
EXHIBIT B-1  
SCHEDULE OF SERVICES**

Treatment services, as described in Exhibit A and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (Exhibit A). Treatment services shall be reimbursed according to the State Medi-Cal Guidelines (Title 22 CCR), or as negotiated with **COUNTY**.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE Drug Medi-Cal (D/MC)	Provider Rate	Billing Rate (Maximum)	County Administrative Cost	Total Estimated Revenue Provisional Amounts
				7/01/06 to 6/30/07
D/MC Outpatient Drug-Free Treatment consisting of individual (Including collateral sessions), & Group Counseling (including family sessions).  [In accordance with Title 22 Guidelines, at certified site(s) per <u>Exhibit A</u> .]	The D/MC Rate shall follow the published State ADP guidelines, or as negotiated with <b>COUNTY</b> as shown in the Provider Workbook.			<b>\$120,000</b>
<b>Grand Total Drug Medi-Cal Funding for FY 06-07</b>				<b>\$120,000</b>
<p>The Drug Medi-Cal maximum rate allowable, or the negotiated rate with <b>COUNTY</b>, is based upon <b>CONTRACTOR's</b> program budget and prior year cost report all contained in the Provider Workbook.</p> <p>The Monthly Reimbursement is based on the number of 50 minute individual and 90 minute group (per person) counseling sessions delivered during the month (or pro-rated as needed). These services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per <u>Exhibit B</u>.</p> <p>A <b>COUNTY</b> Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to <b>CONTRACTOR</b>, per <u>Exhibit B</u>. Based upon the total monthly amount billed to Drug Medi-Cal, <b>COUNTY</b> shall retain 15% for Administrative Support Cost and shall pay <b>CONTRACTOR</b> 85%.</p>				

**AMENDMENT 2006-2007**  
**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, the parties have executed this Amended Contract to be effective on the date executed by COUNTY.

COUNTY OF SANTA BARBARA

By:

\_\_\_\_\_  
KEN MASUDA, ASSISTANT COUNTY  
EXECUTIVE OFFICER

Date: \_\_\_\_\_

CONTRACTOR:

By: \_\_\_\_\_

Tax ID No 23-7220562

APPROVED AS TO FORM:  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy COUNTY Counsel

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

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
ALCOHOL, DRUG, AND MENTAL HEALTH  
SERVICES  
JAMES L. BRODERICK, Ph.D.  
DIRECTOR

By: \_\_\_\_\_  
Director

APPROVED AS TO INSURANCE FORM:  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

By: \_\_\_\_\_  
Risk Program Administrator

**AMENDMENT 2006-2007**

**CONTRACT SUMMARY PAGE**

**BC 04-196**

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 ..... 06-07  
 D2. Budget Unit Number ..... 043  
 D3. Requisition Number .....  
 D4. Department Name ..... Alcohol, Drug, & Mental Health  
 D5. Contact Person ..... Jack Juntunen  
 D6. Telephone..... (805) 681-4090

K1. Contract Type (check one):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... DMC Adult & co-occurring  
 K3. Contract Amount..... \$ 120,000 (06-07 amount)  
 K4. Contract Begin Date ..... 7/1/2006  
 K5. Original Contract End Date..... 6/30/2006  
 K6. Amendment ..... History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/01/06	120,000	120,000	120,000	6/30/07	06-07 Funds

B1. Is this a Board Contract? (Yes/No) ..... Yes  
 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

F1. Encumbrance Transaction Code ..... 1701  
 F2. Current Year Encumbrance Amount..... \$ 120,000 (06 - 07 total)  
 F3. Fund Number..... 0044  
 F4. Department Number ..... 043  
 F5. Division Number (if applicable) .....  
 F6. Account Number ..... 7640  
 F7. Cost Center number (if applicable) ..... 6241  
 F8. Payment Terms .....

V1. Vendor Numbers (A=Auditor; P=Purchasing) .....  
 V2. Payee/Contractor Name ..... Phoenix of Santa Barbara, Inc.  
 V3. Mailing Address ..... 107 E. Micheltorena  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93101  
 V5. Telephone Number ..... 805-965-3434  
 V6. Contractor's Federal Tax ID Number (EIN or SSN) ..... 23-7220562  
 V7. Contact Person ..... John Turner  
 V8. Workers Comp Insurance Expiration Date.....  
 V9. Liability Insurance Expiration Date[s] (G=Genl;  
 V10. Professional License Number .....  
 V11. Verified by (name of county staff) ..... Jack Juntunen  
 V12. Company Type (Check one):      Sole Proprietorship Partnership  Corporation

**I certify** information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_