

FIFTH AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Fifth Amended Contract") to the Agreement for Services of Independent Contractor, number **BC 05-094**, by and between the **County of Santa Barbara (COUNTY)** and **Santa Maria Valley Youth and Family (CONTRACTOR)**, for the continued provision of **Parenting activities, Juvenile drug court and drug testing, early intervention and outreach**.

Whereas, this Fifth Amended Contract incorporates the terms and conditions set forth in the contract approved by the **COUNTY** Board of Supervisors in September 2004, the First Amendment approved by the **COUNTY** Board of Supervisors in June 2005, the Second Amendment approved by the **COUNTY** Board of Supervisors in June 2006, the Third Amendment approved by the **COUNTY** Board of Supervisors in July 2007, the Fourth Amendment approved by the **COUNTY** Board of Supervisors in June 2008, except as modified by this Fifth 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 1, Paragraph 1, of Exhibit B, Payment Arrangements, and replace with the following:**
 1. **CONTRACTOR SERVICES.** For **CONTRACTOR** services to be rendered under this Agreement, **CONTRACTOR** shall be paid at the rate specified in the Schedule of Services (Exhibit B-1), attached hereto and with this reference made a part hereof, with a maximum value not to exceed **\$136898**.
- II. **Delete Exhibit B-1, Schedule of Services, and replace with the following:**

FIFTH AMENDMENT

**EXHIBIT B-1
SCHEDULE OF SERVICES**

The program services, as listed below, described in Exhibit A and the Provider Workbook, will be reimbursed according to rates shown on the **COUNTY'S** invoice and in the Provider Workbook. **COUNTY** and **CONTRACTOR** have mutually agreed to the program services as outlined in the Provider Workbook; **COUNTY** shall provide **CONTRACTOR** with a signed copy of the Provider Workbook.

Specific services shall conform to California Department of Alcohol and Drug Programs service code as defined in Exhibit A.

TYPE OF SERVICE	TERM: 07/01/08 – 06/30/09
NON-RESIDENTIAL	Total Annual Provisional Amount
Youth and Family Treatment Program, includes Outpatient Drug Free Treatment (ODF) services, Case Management, Family Services, Parenting Activities and Drug Testing (NNA and NNA Drug Testing)	\$ 106,898
Early Intervention & Outreach Services (Service Code 19)	\$ 30,000
Total Funding in FY 08-09	\$136,898
The negotiated rate, units of service and maximum monthly billable amount is reflected on the invoice form and based upon CONTRACTOR'S program budget, prior year cost report, and contract negotiations with COUNTY , all contained in the Provider Workbook.	
<u>ESTIMATE OF FEES COLLECTED</u>	
When appropriate, CONTRACTOR agrees to assess and charge program fees for NNA and SACPA clients, as outlined in <u>Exhibit B</u> (Paragraph 7) and <u>Exhibit B-2</u> . All fees collected by CONTRACTOR shall be reported to COUNTY on the CONTRACTOR'S monthly invoice form.	
<u>MATCH FUNDS</u>	
CONTRACTOR'S program may require Matching Funds as outlined in <u>Exhibit B</u> (Paragraph 8) and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by COUNTY .	

FIFTH AMENDMENT

SIGNATURE PAGE

Amendment for Agreement for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and Santa Maria Valley Youth and Family.

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

COUNTY OF SANTA BARBARA

By: _____
SALUD CARBAJAL
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-3144808
Date: _____

APPROVED AS TO FORM:
DENNIS MILLER
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: _____

FIFTH AMENDMENT

CONTRACT SUMMARY PAGE

BC 05-094

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 08-09
 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 NNA Outpatient Services
 K3. Contract Amount \$136898
 K4. Contract Begin Date 7/1/2008
 K5. Original Contract End Date 6/30/05
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2008	123960		123960	6/30/2009	Renew for FY 08-09
2	7/1/2008	12938	136898	136898	6/30/2009	Add expansion funds

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 \$136898
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (*if applicable*) N/A
 F6. Account Number 7460
 F7. Cost Center number (*if applicable*) 6100
 F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A = 722764
 V2. Payee/Contractor Name Santa Maria Valley Youth and Family
 V3. Mailing Address 105 N. Lincoln
 V4. City, State (two-letter) Zip (include +4 if known) Santa Maria, CA 93454
 V5. Telephone Number 8059281707
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 95-3144808
 V7. Contact Person Will Rogers Executive Director
 V8. Workers Comp Insurance Expiration Date 7/1/2009
 V9. Liability Insurance Expiration Date[s] G=7/1/2009 P=7/1/2009
 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: _____