

SECOND AMENDMENT 2010-2011

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 10-039**, 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 **Alcohol and Drug Program Evaluation Services**.

Whereas, this Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, the First Amendment approved by the County Board of Supervisors in November 2009, except as modified by this Second 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, of the Agreement, and replace with the following:

4. **TERM.** Contractor shall commence performance by **7/1/2010** and complete performance by **6/30/2011**, unless this Agreement is otherwise terminated at an earlier date pursuant to Section 17.

II. Delete Section 13, Compliance with HIPAA, of the Agreement, and replace with the following:

13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff who will or who are likely to have any access to or exposure to Protected Health Information in the performance of this Agreement, regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

III. Delete Section This Agreement Includes, of the Agreement, and replace with the following:

THIS AGREEMENT INCLUDES:

- A. EXHIBIT A – Statement of Work
- B. EXHIBIT B - Financial Provisions
- C. EXHIBIT B-1 – Schedule of Fees

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D. EXHIBIT C –Indemnification and Insurance Provisions for UCSB

IV. Delete 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 and Crime Prevention Act (SACPA), Substance Abuse Treatment Court (SATC), and the Substance Abuse and Mental Health Services Administration (SAMHSA) Sober Women and Healthy Families (SWHF), and SAMHSA Methamphetamine Recovery Services (MARS) 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.
2. **DEFINITIONS.**
 - A. **SACPA:** The Substance Abuse Crime Prevention Act of 2000 (SACPA), also known as Prop 36, provides funding to support substance abuse treatment in lieu of incarceration to non-violent criminal drug offenders, and to provide treatment in community-based organizations. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to the SACPA Treatment Manual.
 - B. **SATC:** Substance Abuse Treatment Court (SATC) facilitates recovery of individuals within the criminal justice system by offering alternatives to traditional criminal processing for individuals with charges related to substance abuse. SATC provides a comprehensive and judicially monitored program of drug treatment and rehabilitation services. Services include individual and group counseling, community referrals for ancillary services, and drug testing according to SATC Standards and Practices.
 - C. **SAMHSA Sober Women and Healthy Families (SWHF) grant:** Sober Women and Healthy Families (SWHF) provides a residential treatment program designed to provide substance abuse and trauma treatment for pregnant and parenting women and their children. The goals of the grant are to increase access to services for this population; provide a comprehensive, culturally competent and trauma-sensitive system of services; reduce substance abuse for pregnant and parenting women; improve the women’s medical and mental health status; strengthen their competence and confidence as parents; improve the birth outcomes for children born to these women; improve the physical, developmental and mental health of the women’s minor children; and to improve the participant’s housing stability, life skills, education and vocational status.
 - D. **SAMHSA Methamphetamine Recovery Services (MARS):** The Methamphetamine Recovery Services (MARS) project is designed to enhance the services received by participants in the Santa Barbara County SATC to improve treatment outcomes. The eighteen (18) month project is located in Santa Maria, with group and individual therapy, educational and vocational training and assessment, as well as frequent drug testing and

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judicial hearings. This project will augment the usual drug treatment offered by the SATC with specialized interventions in each of these areas: the Matrix curriculum for amphetamine treatment; a psychiatrist to assist with clients who have a dual diagnosis; and the Seeking Safety curriculum for clients with a history of trauma.

3. SERVICES.

- A. Contractor shall evaluate the effectiveness of each program by collecting required data, per funding source requirements (i.e. SAMHSA);
- B. Contractor shall provide written reports on the effectiveness of each program with formal written reports, at a frequency to meet funding source requirements, and provide verbal reports at Therapeutic Justice Court Core Committee and Policy Council meetings;
- C. Contractor shall provide consultation and training to County, court team and contract provider staff on data collection requirements and best-practice clinical methods. Consultation includes assisting County to meet grant reporting requirements;
- D. Contractor shall present findings from data analysis and represent County at grant mandated meetings and conferences.
- E. **SACPA.** Contractor shall provide the following evaluation services for SACPA:
 - i. Work with County and Probation to collect the data required for SACPA evaluation;
 - ii. Enter and maintain databases for SACPA evaluation;
 - iii. Collect and compute data, successful completion rates, and client satisfaction;
 - iv. Provide regular data evaluation updates at collaborative Therapeutic Justice Court Core Committee and Policy Council Meetings. The evaluation and report will cover the outcome measures as required by the Therapeutic Justice Policy Council;
 - v. Provide a formal annual report on the Justice Alliance Grant – Offender Treatment Program (JAG-OTP) grant;
 - vi. Provide technical assistance and Addiction Severity Index training for County contractor staff.
- F. **SATC.** Contractor shall provide the following evaluation services for SATC projects:
 - i. Conduct exit interviews with clients graduating from SATC;
 - ii. Work with County and Probation to collect the data required for project(s) evaluation;
 - iii. Enter and maintain databases for SATC evaluation projects;
 - iv. Provide SATC data that will assist County in the reporting of annual Recurring Performance Measures (RPMs);

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- v. Provide quarterly updates to the ADP Manager on the status of the evaluation of projects;
- vi. Provide County with annual reports for the SATC program;
- vii. Provide training and instruction as needed for data collection.

G. **SAMHSA SWHF.** Contractor shall provide the following evaluation services for SWHF, as required by SAMHSA:

- i. Train treatment provider staff to conduct required SAMHSA assessment tools and collect other data as needed;
- ii. Score assessments, create databases, and enter all data in a timely manner;
- iii. 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;
- iv. Meet with treatment provider staff bi-monthly to discuss any problems with data collection and to provide feedback on client outcomes as available;
- v. Analyze the data to assess treatment program goals at least once per year;
- vi. Provide written reports as needed and one formal written report summarizing process and outcome data;
- vii. Present findings of the formal report at professional conferences, including the national meetings of the American Psychological Association and other meetings required by SAMHSA;
- viii. Attend required SAMHSA conferences.

H. **SAMHSA MARS.** Contractor shall provide the following evaluation services for MARS:

- i. Provide weekly updates to treatment providers on scheduled data collection;
- ii. Meet with the program staff once per month to discuss problems with data collection and to provide feedback on client outcomes as available;
- iii. Participate in monthly phone conferences with SAMHSA;
- iv. Conduct consumer surveys for clients who have been in treatment at three months;
- v. Score the assessments and provide feedback to the staff on individual clients, particularly on concerns raised from the Trauma Symptom Inventory (TSI);
- vi. Enter all client assessment, demographic, and Government Performance Review Act (GPRA) data, as required by SAMHSA, into databases;

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- vii. 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 bi-annual reports and on a yearly basis;
 - viii. Provide written reports for the Bi-Annual Reports, the Continuation Proposal, and the Yearly Outcome Report.
 - ix. Attend required SAMHSA conferences.
4. Grant-funded services, such as those funded by SAMHSA shall adhere to the terms and conditions of the Notice of Grant Award, the original grant proposal, and any subsequent grant reapplications, if applicable.

V. 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 \$137410. 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.

VI. Delete Section V.B, Submission of Claims and Invoices, of Exhibit B, Financial Provisions, and replace with the following:

- B. Submission of Claims and Invoices: Invoices for all services described in Exhibit A shall be delivered electronically to adpfinance@co.santa-barbara.ca.us on a form acceptable to or provided by County not more than monthly and shall include: i) costs by category, ii) the amount owed by County, and iii) the contract number and signature of Contractor's financial representative. The final invoice shall be submitted no later than 90 days after the end of the Fiscal Year.

Contractor agrees that it shall be solely liable and responsible for all invoice data and documents submitted by the County to the State on behalf of Contractor.

The Director or designee shall review the invoice to confirm accuracy of the data submitted.

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VII. 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: University of California, Santa Barbara **FISCAL YEAR:** 2010-11

	PROGRAM				TOTAL
	SACPA	SATC	SAMHSA - SWHF	SAMHSA - MARS	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):				
04-Research/Evaluation	10,750	26,660	50,000	50,000	137,410
UNIT REIMBURSEMENT	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	-
COST PER UNIT/PROVISIONAL RATE:	As Budgeted				
04-Research/Evaluation					
GROSS COST:	\$ 10,750	\$ 26,660	\$ 50,000	\$ 50,000	\$ 137,410
CONTRACTOR: (as depicted in Contractor's Budget)					
A CLIENT FEES					\$ 0
B CLIENT INSURANCE					\$ 0
C CONTRIBUTIONS/GRANTS (includes unsecured)					\$ 0
D FOUNDATIONS/TRUSTS					\$ 0
E SPECIAL EVENTS					\$ 0
F OTHER (LIST): OTHER GOVERNMENT					\$ 0
OTHER (LIST): INVESTMENT INCOME					\$ 0
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -	\$ -	\$ 0
MAXIMUM (NET) CONTRACT AMOUNT:	\$ 10,750	\$ 26,660	\$ 50,000	\$ 50,000	\$ 137,410
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
A Medi-Cal Treatment Services (6241)					\$ -
B Medi-Cal Perinatal Services (6242)					\$ -
C Drug Testing SB 233/SATTA (6239)					\$ -
D SACPA Treatment Services (6240)	\$ 10,750				\$ 10,750
E ADP Treatment Services - SAPT (6243)					\$ -
F Recovery Oriented System of Care (ROSC) (6243)					\$ -
G Perinatal Non-Drug Medi-Cal (6244)					\$ -
H SAMHSA SWHF Grant (6244)			\$ 50,000		\$ 50,000
I Drug Court Services (6246)		\$ 26,660			\$ 26,660
J SAMHSA MARS Grant (6246)				\$ 50,000	\$ 50,000
K CalWORKS (6249)					\$ -
L Youth Services (6250)					\$ -
M Prevention Services (6351)					\$ -
TOTAL (SOURCES OF FUNDING)	\$ 10,750	\$ 26,660	\$ 50,000	\$ 50,000	\$ 137,410

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

VIII. Delete Exhibit BAA.

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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: _____
JANET WOLF
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
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
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 10-039

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 10-11
 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 Alcohol and Drug Program
 K3. Contract Amount \$137410
 K4. Contract Begin Date 7/1/2010
 K5. Original Contract End Date 6/30/2010
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/10	137410		137410	6/30/11	Renew for FY 10-11

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 \$137410
 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=660745
 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 8058935530
 V6. Contractor's Federal Tax ID Number (EIN or SSN) 95-6006145
 V7. Contact Person George Hopwood, Sponsored
 V8. Workers Comp Insurance Expiration Date N/A
 V9. Liability Insurance Expiration Date[s] G-N/A P- N/A
 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: _____