

## THIRD AMENDMENT 2010-2011

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Third 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 Evaluation Services for Alcohol and Drug Program.

Whereas, this Third 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, the Second Amendment approved by the County Board of Supervisors in July 2010, except as modified by this Third Amended Contract.

Whereas, Contractor has been asked to provide evaluation services for three new grants, Clean and Sober Drug Court, Children Affected by Methamphetamine, and Bridges to Recovery, awarded by the Substance Abuse and Mental Health Services Administration (SAMHSA) to County in October 2010. Consequently, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds funds to the Agreement so as to compensate Contractor for services rendered under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

**I. Delete Exhibit A, Statement of Work, and replace with the following:**

#### **Exhibit A**

#### **Statement of Work**

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), SAMHSA Methamphetamine Recovery Services (MARS), SAMHSA Family Treatment Drug Court (FTDC), 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.

**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

### THIRD AMENDMENT 2010-2011

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:** 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 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 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.
- E. **SAMHSA Clean and Sober Drug Court (CSDC):** CSDC provides enhanced services to South Santa Barbara County drug court participants with co-occurring substance use and mental health issues. The goal of CSDC is to help participants enhance their quality of life through reduced substance use and improved mental health. CSDC will provide outpatient drug-free treatment and mental health services to participants with co-occurring substance abuse and mental health issues, as well as probation supervision services to some program participants.
- F. **SAMHSA Children Affected by Methamphetamine (CAM):** The CAM grant will expand the services of the Family Treatment Drug Court (FTDC) in North Santa Barbara County. The program's primary purpose is to design, organize and implement a system of interventions for parents and caregivers with methamphetamine use and/or abuse problems who are involved with Child Welfare Services and provide therapeutic services to their children. CAM focuses on evidence-based mental health and supportive services for children and their caregivers, transitional living services for pregnant women and their minor children in lieu of foster placement, and reunification of children with their families.

### THIRD AMENDMENT 2010-2011

G. **SAMHSA Bridges to Recovery (B2R):** B2R provides enhanced recovery and reentry services to high-risk male youth with substance challenges who are transitioning from the juvenile justice system. Services include community-based, culturally appropriate alcohol and other drug (AOD) treatment services, mentoring, home visitation, and case management designed to develop family participation and support through each young person's recovery and reentry process. The goal of B2R is to reduce recidivism, decrease juvenile probation violations and increase the percentage of participants who successfully complete treatment and reduce substance use.

### 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;

### THIRD AMENDMENT 2010-2011

- iv. Provide SATC data that will assist County in the reporting of annual Recurring Performance Measures (RPMs);
- 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 bimonthly 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);

### THIRD AMENDMENT 2010-2011

- vi. Enter all client assessment, demographic, and Government Performance Review Act (GPRA) data, as required by SAMHSA, into databases;
  - 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 biannual reports and on a yearly basis;
  - viii. Provide written reports for the biannual reports, the Continuation Proposal, and the Yearly Outcome Report;
  - ix. Attend required SAMHSA conferences.
- I. **SAMHSA CSDC, CAM, and B2R.** 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;
  - vii. Provide written reports for the biannual reports, the Continuation Proposal, and the Yearly Outcome Report;
  - viii. Participate in monthly phone conferences with SAMHSA;
  - ix. Administer a client survey, as applicable. This requirement does not apply to B2R.
  - x. Present findings of the formal report at professional conferences, including the national meetings of the American Psychological Association and other meetings required by SAMHSA;

### THIRD AMENDMENT 2010-2011

xi. 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.

**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 \$211065. 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.**

# THIRD AMENDMENT 2010-2011

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

CONTRACTOR NAME: **The Regents of the University of California (Santa Barbara)** FISCAL YEAR: **2010-11**

	PROGRAM							TOTAL
	SACPA	SATC	SAMHSA - SWHF	SAMHSA - MARS	SAMHSA - CSDC	SAMHSA - CAM	SAMHSA - B2R	
	July 1, 2010 - June 30, 2011	July 1, 2010 - June 30, 2011	July 1, 2010 - June 30, 2011	July 1, 2010 - June 30, 2011	January 1, 2011 - June 30, 2011	January 1, 2011 - June 30, 2011	January 1, 2011 - June 30, 2011	
DESCRIPTION/MODE/SERVICE FUNCTION:	NUMBER OF UNITS PROJECTED (based on history):							
04-Research/Evaluation	\$ 10,750	\$ 26,660	\$ 50,000	\$ 50,000	\$ 22,904	\$ 26,504	\$ 24,247	\$ 211,065
UNIT REIMBURSEMENT	Cost Reimbursed	Cost Reimbursed	Cost Reimbursed	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	\$ 22,904	\$ 26,504	\$ 24,247	\$211,065
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	\$ 22,904	\$ 26,504	\$ 24,247	\$ 211,065
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 SAMHSA CSDC Grant (6246)					\$ 22,904			\$ 22,904
L SAMHSA CAM Grant (6246)						\$ 26,504		\$ 26,504
M CalWORKS (6249)								\$ -
N Youth Services (6250)								\$ -
O SAMHSA B2R Grant (6250)							\$ 24,247	\$ 24,247
P Prevention Services (6351)								\$ -
TOTAL (SOURCES OF FUNDING)	\$ 10,750	\$ 26,660	\$ 50,000	\$ 50,000	\$ 22,904	\$ 26,504	\$ 24,247	\$ 211,065

CONTRACTOR SIGNATURE: \_\_\_\_\_

STAFF ANALYST SIGNATURE: \_\_\_\_\_

FISCAL SERVICES SIGNATURE: \_\_\_\_\_

**THIRD AMENDMENT 2010-2011**

**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:  
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  
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: \_\_\_\_\_

### THIRD AMENDMENT 2010-2011

**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 ..... Evaluation Services for Alcohol and  
 K3. Contract Amount ..... \$211065  
 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	7/1/2010	137410		137410	6/30/2011	Renew for FY 10-11
2	1/1/2011	73655	211065	211065	6/30/2011	Funds for evaluation of new grants.

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 ..... \$211065  
 F3. Fund Number ..... 0049  
 F4. Department Number ..... 043  
 F5. Division Number (*if applicable*) .....  
 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] ..... 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: \_\_\_\_\_