

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: 05/20/2005
Department Name: Alcohol, Drug & Mental Health
Department No.: 043
Agenda Date: 06/07/2005
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: James L. Broderick, Director
Alcohol, Drug, and Mental Health Services (ADMHS)

STAFF CONTACT: Al Rodriguez, Assistant Director, ADMHS - Alcohol and Drug Program
(805) 681-5442

SUBJECT: Service Contract Amendment for Alcohol and Drug Program (ADP) Provider

Recommendation:

That the Board of Supervisors:

Execute an amendment to the existing Negotiated Net Amount (NNA) service contract with Casa Serena, Inc. (a local vendor), increasing the provisional funding by \$253,000 for a total contract amount of \$397,500, and extending the contract term through June 30, 2006.

Alignment with Board Strategic Plan:

The recommendation is primarily aligned with Goal No. 2: A Safe and Healthy Community in Which to Live, Work, and Visit.

Executive Summary and Discussion:

ADP's current FY 04-05 Negotiated Net Amount (NNA) service contract with Casa Serena is for \$144,500. It is proposed that Casa Serena receive an additional \$53,500 for FY 04-05. The proposed contract amendment will give the vendor the necessary funding (FY 04-05, \$198,000) to provide alcohol and other drug residential treatment services primarily to pregnant and parenting women with children assumed at ADP's request. The proposed amendment will also extend the term of the contract through June 30, 2006 and provide the necessary funding (FY 05-06, \$199,500) for the vendor to continue serving additional clients. The total proposed increase in funding given the FY 04-05 increase in funding and the FY 05-06 funding in \$253,000.

Mandates and Service Levels:

The State Department of Alcohol and Drug Programs (ADP) allocates state and federal revenue to counties for the provision of substance abuse prevention and treatment services and provides reimbursement to counties for such services. In accepting state or federal funds earmarked for alcohol and drug program services, counties are obligated to comply with federal and state laws, regulations, and administrative

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policies specified as a condition of the receipt of funds. Casa Serena provides non- Drug Medi-Cal substance use residential treatment services primarily for pregnant and parenting women consisting of individual counseling, group counseling, drug testing, and related services. The proposed funding increase will enable the vendor to serve approximately two additional single adult women and approximately five additional pregnant or parenting women with children (assuming an average stay of 120 days) by offering 2,832 bed days (an increase of 45%) versus the contracted amount of 1,932 bed days under the agreement for the current fiscal year. The extension of the term of the agreement will result in the purchase of an additional 2,832 residential treatment bed days during FY 05-06. Throughout the term of the contract, ADP staff will monitor the vendor's progress toward the following outcomes, providing technical assistance as needed:

- 1) Eighty-five percent (85%) of the babies born to women remaining in treatment will be drug free;
- 2) One-hundred percent (100%) of clients admitted to treatment will be screened for trauma history to ensure they receive trauma-sensitive services;
- 3) Seventy percent (70%) of clients will report no drug use 30 days prior to successful discharge;
and
- 4) Seventy percent (70%) of clients will accomplish their Child Welfare Services re-unification plans.

Fiscal and Facilities Impacts:

The recommended action has no impact on the General Fund Contribution. The revenue that supports these treatment services (\$108,000 (SACPA), \$261,000 (NNA), and \$28,500 (CalWORKs)) has been appropriated in the adopted Alcohol, Drug and Mental Health Services' (ADMHS) budgets for FY 04-05 and proposed for FY 05-06. The total provisional amount of the amended contract for FY 04-06 is \$397,500 (\$198,000 for FY 04-05 and \$199,500 for FY 05-06). The total proposed increase in funding given the FY 04-05 increase in funding and the FY 05-06 funding in \$253,000. The proposed expenditures are included in the Recommended Budget 2004-05 ADMHS/ADP – Treatment Services, D pages 142, and are proposed for FY 05-06.

This action will not result in a need for any additional county facilities.

Special Instructions:

Please return a copy of the contract to:

Al Rodriguez, ADMHS-Alcohol and Drug Manager
Alcohol, Drug & Mental Health Services
300 N. San Antonio Road
Santa Barbara, CA 93110

Concurrences:

Auditor-Controller
Risk Management

CONTRACT SUMMARY PAGE

Amendment to BC 05-101

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 FY 04-06
 D2. Budget Unit Number 043
 D3. Requisition Number.....
 D4. Department Name ADMHS – Alcohol & Drug Program
 D5. Contact Person..... Al Rodriguez
 D6. Telephone (805) 681-5442

K1. Contract Type (*check one*): Personal Service Capital
 K2. Brief Summary of Contract Description/Purpose NNA Amended Contract for residential treatment services
 K3. Original Contract Amount \$144,500
 K4. Contract Begin Date 07/01/2004
 K5. Original Contract End Date 06/30/2005
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	07/01/2004	\$253,000	\$253,000	\$397,500	06/30/2006	Incr. 04-05 funding & extend term

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 \$198,000
 F3. Fund Number 0044
 F4. Department Number 043
 F5. Division Number (*if applicable*)..... 6
 F6. Account Number..... 7460
 F7. Cost Center number (*if applicable*)..... 6240, 6244, 6249, 6243 (Program Codes)
 F8. Payment Terms..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing).....
 V2. Payee/Contractor Name Casa Serena, Inc.
 V3. Mailing Address..... 1515 Bath Street
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93101
 V5. Telephone Number..... 805-966-1260
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*)..... 95-2862385
 V7. Contact Person..... Melinda Murphree
 V8. Workers Comp Insurance Expiration Date 07/01/05
 V9. Liability Insurance Expiration Date[s] (*G=Genl*; G – 04/20/06
 V10. Professional License Number
 V11. Verified by (name of county staff)..... Jennie Pittman
 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: May 24, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

AMENDMENT 1

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is the first amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number BC 05-101, by and between the **County of Santa Barbara** (COUNTY) and **Casa Serena, Inc.** (CONTRACTOR), for the continued provision of residential treatment services.

Whereas, COUNTY would like to amend the compensation paid to CONTRACTOR under the Fiscal Year 04-05 contract by \$53,500.00 to pay for services provided by CONTRACTOR beyond that contemplated by the original contract; and

Whereas, COUNTY also intends to extend the term of the existing contract through the Fiscal Year 05-06 and to compensate CONTRACTOR for the services to be provided during that Fiscal Year;

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 9/7/04, 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 Item 4, Term, of the Agreement and replace with the following:

- 4. TERM. CONTRACTOR** shall commence performance on **July 1, 2004** and end performance upon completion, but no later than **June 30, 2006** 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
NEGOTIATED NET AMOUNT (NNA)**

1. For services to be rendered under this contract, **CONTRACTOR** shall be paid, at the rate specified on the **COUNTY** invoice and shown in the Provider Workbook, for a total provisional contract amount (including cost reimbursements) not to exceed **\$397,500** for the term of this First Amended Contract; payable **\$198,000** for the period July 1, 2004 to June 30, 2005, and **\$199,500** for the period July 1, 2005 through June 30, 2006, for all Projects listed in Exhibit A.

The **COUNTY'S** total obligation shall in no event exceed **\$397,500** for the term of this First Amended Contract, less any cost adjustments (based on the final year-end cost report), fees collected, and/or match requirements in accordance with the Program Workbook and Exhibit B, Item 6 and Item 7.

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

**EXHIBIT B-1
SCHEDULE OF RATES:
NNA, TSAC and CalWORKs**

The program services, as listed below and in Exhibit A, will be reimbursed according to rates shown on the invoice and in 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	Provisional Amounts	
	7/01/04 to 06/30/05	07/01/05 to 06/30/06
RESIDENTIAL TREATMENT PROGRAM		
Women's Residential and Perinatal Residential Services that include treatment (individual and group counseling). Services are described in Exhibit A and in the Provider Workbook. (Funding to support these services are Negotiated Net Amount (NNA), SACPA and CalWORKs).	\$139,000	\$140,500
ANCILLARY SERVICES		
Perinatal Case Management (Including Service Coordination and Outreach)	55,000	55,000
SATTA – Drug Testing (Senate Bill 223-Burton) services as described in Exhibit A and in the Provider Workbook.	4,000	4,000
Total Funding in FY 04-05	198,000	
Total Funding in FY 05-06	199,500	
Grand Total Funding for FY 04-06	\$397,500	
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 CONTRACTOR's proposal and in the Provider Workbook. Any modification in the amount, method or source of match funds needs to be approved by COUNTY .		

IV. Add Exhibit B-2, Fee Schedule (Sliding Scale) for the period 07/01/05 to 06/30/06:

EXHIBIT B-2

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE
FY 2005-2006**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
10	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
15	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
20	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
25	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
30	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
35	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
40	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
45	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
50	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
55	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
60	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
65	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
70	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
75	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
80	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
85	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
90	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
10	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
15	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
20	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
25	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
30	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
35	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
40	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
45	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
50	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
55	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
60	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
65	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
70	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
75	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
80	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
85	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
90	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

SIGNATURE PAGE

First Amended Contract for Services of Independent **CONTRACTOR** between the County of Santa Barbara and **CASA SERENA, INC.**

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

COUNTY OF SANTA BARBARA

By: _____

Chair, Board of Supervisors

Date: _____

CONTRACTOR

By: _____

Tax ID No. 95-2862385

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____ Deputy
County Counsel

APPROVED AS TO 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 MANAGER

By: _____
Risk Program Manager