

## THIRD AMENDMENT

### TO THE 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 10-031**, by and between the **County of Santa Barbara** (County) and **Coast Valley Substance Abuse Treatment Center** (Contractor), for the continued provision of **Substance Abuse Treatment Services**.

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 ADMHS Director in June 2010, except as modified by this Third 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 from Agreement and replace with the following:**

4. **TERM.** Contractor shall commence performance on July 1, 2010, and end performance upon completion, but no later than June 30, 2011, unless otherwise directed by County or unless earlier terminated.

**II. Delete Item 13. COMPLIANCE WITH HIPAA from 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 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 SECTION INCLUDES from Agreement and replace with the following:**

**THIS AGREEMENT INCLUDES:**

- A. EXHIBIT A, A-1 – Statement of Work
- B. EXHIBIT B - Payment Arrangements
- C. EXHIBIT B-1 – Schedule of Rates
- D. EXHIBIT B-2 – Budget
- E. Exhibit B-3 – Sliding Fee Scale
- F. EXHIBIT C – Standard Indemnification and Insurance Provisions

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#### G. EXHIBIT E – Program Goals, Outcomes and Measures

#### IV. Delete Item 5. **CLIENTS** from Exhibit A, Statement of Work, and replace with the following:

5. **CLIENTS.** Contractor shall provide services as described in Section 4 to 85 clients ages 18 and over in Lompoc and 90 clients ages 18 and over in Santa Maria, referred by sources described in Section 6.A. Contractor shall admit clients with co-occurring disorders where appropriate.

#### V. Delete Item 18. **CONFIDENTIALITY** from Exhibit A, Statement of Work, and replace with the following:

18. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 13 of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

#### VI. Delete Item 24. **ADDITIONAL PROGRAM REQUIREMENTS** from Exhibit A, Statement of Work, and replace with the following:

##### 24. **ADDITIONAL PROGRAM REQUIREMENTS**

- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- B. Contractor shall provide a safe, clean and sober environment for recovery.
- C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
- D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
- E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
- F. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.

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- G. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP 35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#)) (SAMHSA) in providing counseling services.
- H. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.

**VII. Delete Section II. MAXIMUM CONTACT AMOUNT from Exhibit B, Payment Arrangements, and replace with the following:**

**II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed **\$331330**. 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.

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## VIII. Delete Exhibit B-1, Schedule of Rates, and replace with the following:

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

CONTRACTOR NAME:

Coast Valley

FISCAL  
YEAR:

2010-11

			PROGRAM				
	Unit	Outpatient Treatment - Lompoc	Outpatient Treatment - Santa Maria	Outpatient Treatment - ROSC	Outpatient Treatment - MARS	Total	
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):					
33-ODF Group	session	4180	4870			9,050	
34-ODF Individual	session	444	517			961	
85-SATTA (8 tests = 1 staff hour)	staff hour	76	150			226	
18-Recovery Oriented System of Care (ROSC)	cost reimbursed			\$ 17,200		\$ 17,200	
68-SAMHSA MARS Grant Services	cost reimbursed				\$ 7,500	\$ 7,500	
COST PER UNIT/PROVISIONAL RATE:							
33-ODF Group				\$28.27			
34-ODF Individual				\$66.53			
85-SATTA (8 tests = 1 staff hour)				\$66.53			
18-Recovery Oriented System of Care (ROSC)				as budgeted			
68-SAMHSA MARS Grant Services				as budgeted			
GROSS COST:		\$ 150,652	\$ 179,978	\$ 17,200	\$ 7,500	\$ 355,330	
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)							
CLIENT FEES		\$ 12,000	\$ 12,000			\$ 24,000	
CLIENT INSURANCE						\$ -	
CONTRIBUTIONS/GRANTS (includes unsecured)						\$ -	
FOUNDATIONS/TRUSTS						\$ -	
SPECIAL EVENTS						\$ -	
OTHER (LIST): OTHER GOVERNMENT						\$ -	
OTHER (LIST): INVESTMENT INCOME						\$ -	
TOTAL CONTRACTOR REVENUES*		\$ 12,000	\$ 12,000	\$ -	\$ -	\$ 24,000	
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 138,652	\$ 167,978	\$ 17,200	\$ 7,500	\$ 331,330	
DM/C Administrative Fee (15%) **		\$ 14,118	\$ 14,118				
DM/C Gross Claim Maximum		\$ 94,118	\$ 94,118				
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT							
Medi-Cal Treatment Services (6241)		\$ 80,000	\$ 80,000			\$ 160,000	
Medi-Cal Perinatal Services (6242)						\$ -	
Drug Testing SB 233/SATTA (6239)		\$ 5,050	\$ 10,000			\$ 15,050	
SACPA Treatment Services (6240)		\$ 53,602	\$ 77,978			\$ 131,580	
ADP Treatment Services - SAPT (6243)						\$ -	
Recovery Oriented System of Care (ROSC) (6243)				\$ 17,200		\$ 17,200	
Perinatal Non Drug Medi-Cal (6244)						\$ -	
SAMHSA SWHF Grant (6244)						\$ -	
Drug Court Services (6246)						\$ -	
SAMHSA MARS Grant (6246)					\$ 7,500	\$ 7,500	
CalWORKS (6249)						\$ -	
Youth Services (6250)						\$ -	
Prevention Services (6351)						\$ -	
TOTAL (SOURCES OF FUNDING)		\$ 138,652	\$ 167,978	\$ 17,200	\$ 7,500	\$ 331,330	

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

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

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

\*Total Contractor Revenues serve as a hard match for SAPT funds. The source of the hard match shall be non-ADMHS sources secured by Contractor. The match does not apply to DM/C.

\*\* The 15% Administrative Fee is deducted from the Drug Medi-Cal portion of the DM/C Gross Claim Maximum.

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### IX. Delete Exhibit B-2, Contractor Budget, and replace with the following:

#### Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program

AGENCY NAME: Coast Valley-SATC

COUNTY FISCAL YEAR: 2010-11

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Coast Valley-SM	Coast Valley-LM	Enter: PROGRAM NAME (Fac/Prog)	Enter: PROGRAM NAME (Fac/Prog)
1		Contributions		\$ -				
2		Foundations/Trusts		\$ -				
3		Special Events		\$ -				
4		Legacies/Bequests		\$ -				
5		Associated Organizations		\$ -				
6		Membership Dues		\$ -				
7		Sales of Materials		\$ -				
8		Investment Income		\$ -				
9		Miscellaneous Revenue		\$ -				
10		ADMHS Funding	\$ 146,630	\$ 146,630	\$ 87,978	\$ 58,652		
11		Other Government Funding		\$ -				
12		MARS	\$ 7,500	\$ 7,500	\$ 7,500			
13		ROSC	\$ 17,200	\$ 17,200	\$ 8,600	\$ 8,600		
14		MediCAL	\$ 160,000	\$ 160,000	\$ 80,000	\$ 80,000		
15		Other (specify)		\$ -				
16		Other (specify)		\$ -				
17		Other (specify)		\$ -				
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 331,330	\$ 331,330	\$ 184,078	\$ 147,252	\$ -	\$ -
		II. Client and Third Party Revenues:						
19		Medicare		-				
20		Client Fees	\$ 24,000	24,000	\$ 12,000	\$ 12,000		
21		Insurance		-				
22		SSI		-				
23		Other (specify)		-				
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	24,000	24,000	12,000	12,000	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	355,330	355,330	196,078	159,252	-	-

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LINE	COLUMN #	1	2	3	4	5	6	7
		III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Coast Valley-SM	Coast Valley-LM	Enter PROGRAM NAME (Fac/Prog)	Enter PROGRAM NAME (Fac/Prog)
26		Salaries (Complete Staffing Schedule)	200,700	\$ 200,700	\$ 108,900	\$ 91,800		
27		Employee Benefits	6,000	\$ 6,000	\$ 3,000	\$ 3,000		
28		Consultants	18,000	\$ 18,000	\$ 12,000	\$ 6,000		
29		Payroll Taxes	48,000	\$ 48,000	\$ 24,000	\$ 24,000		
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ 272,700	\$ 272,700	\$ 147,900	\$ 124,800	\$ -	\$ -
31		Professional Fees		\$ -				
32		Supplies		\$ -				
33		Telephone		\$ -				
34		Postage & Shipping		\$ -				
35		Occupancy (Facility Lease/Rent/Costs)	33,000	\$ 33,000	\$ 16,800	\$ 16,200		
36		Rental/Maintenance Equipment	4,200	\$ 4,200	\$ 2,100	\$ 2,100		
37		Printing/Publications		\$ -				
38		Transportation		\$ -				
39		Conferences, Meetings, Etc		\$ -				
40		Insurance	2,014	\$ 2,014	\$ 1,007	\$ 1,007		
41		Utilities	19,516	\$ 19,516	\$ 12,071	\$ 7,445		
42		Drug Testing Supplies	15,000	\$ 15,000	\$ 10,000	\$ 5,000		
43		License Fee	3,500	\$ 3,500	\$ 3,500			
44		Other (specify)		\$ -				
45		Other (specify)		\$ -				
46		SUBTOTAL DIRECT COSTS	\$ 349,930	\$ 349,930	\$ 193,378	\$ 156,552	\$ -	\$ -
		III. INDIRECT COSTS						
47		Administrative Indirect Costs	5,400	\$ 5,400	\$ 2,700	\$ 2,700		
48		GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 355,330	\$ 355,330	\$ 196,078	\$ 159,252	\$ -	\$ -

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### X. Delete Exhibit B-3, Sliding Fee Scale, and replace with the following:

#### EXHIBIT B-3

#### COUNTY OF SANTA BARBARA ALCOHOL & DRUG PROGRAM FEE SCHEDULE FY 2010-2011

#### 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

### XI. Delete Exhibit BAA, HIPAA Business Associate Agreement.

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**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Coast Valley Substance Abuse Treatment Center.

**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 77-0527812.  
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

## CONTRACT SUMMARY PAGE

**BC 10-031**

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 .....  
D4. Department Name ..... Alcohol, Drug, & Mental Health Services  
D5. Contact Person ..... Erin Jeffery  
D6. Telephone ..... (805) 681-5168

K1. Contract Type (check one): ☐ Personal Service ☐ Capital  
K2. Brief Summary of Contract Description/Purpose ..... Substance Abuse Treatment Services  
K3. Contract Amount..... \$331330  
K4. Contract Begin Date ..... 7/1/2010  
K5. Original Contract End Date..... 6/30/2011  
K6. Amendment History .....

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2010	331330		331330	6/30/2011	FY 10-11 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 Paragraph)..... Yes

F1. Encumbrance Transaction Code ..... 1701  
F2. Current Year Encumbrance Amount..... \$331330  
F3. Fund Number..... 0049  
F4. Department Number ..... 043  
F5. Division Number (if applicable).....  
F6. Account Number..... 7461  
F7. Cost Center number (if applicable)..... 6243  
F8. Payment Terms ..... Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID..... A=413009  
V2. Payee/Contractor Name ..... Coast Valley Substance Abuse Treatment  
V3. Mailing Address ..... 2320 Thompson St. Suite D.  
V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Maria, CA 93454  
V5. Telephone Number..... 8057391512  
V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 77-0527812  
V7. Contact Person ..... Matthew Hamlin Executive Director  
V8. Workers Comp Insurance Expiration Date ..... 6/4/2011  
V9. Liability Insurance Expiration Date[s] ..... G=6/1/2011, P=6/1/2011  
V10. Professional License Number.....  
V11. Verified by (name of county staff) ..... Erin Jeffery  
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: \_\_\_\_\_