

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the “First Amended Contract”) to the Agreement for Services of Independent Contractor, number **BC 10-035**, by and between the **County of Santa Barbara** (County) and **Mental Health Systems, Inc.** (Contractor), for the continued provision of **Substance Abuse Treatment Services**.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, 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 “This Agreement Includes” section of the 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 Fees
- D. EXHIBIT B-2 – Contractor Budget
- E. EXHIBIT B-3 – Sliding Fee Scale
- F. EXHIBIT C – Standard Indemnification and Insurance Provisions
- G. EXHIBIT BAA – HIPAA Business Associate Agreement
- H. EXHIBIT E – Program Goals, Outcomes and Measures

II. Delete Section 5, CLIENTS, of Exhibit A, Statement of Work, and replace with the following:

- 5. **CLIENTS.** Contractor shall provide the services described in Section 4 to an average caseload of 102 clients. Contractor shall provide services as described in Section 4 to 204 adult clients aged 18 and over, referred by sources described in Section 6.A. Contractor shall admit clients with co-occurring disorders where appropriate.

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III. Add Exhibit A-1, Statement of Work Recovery Oriented System of Care:

Exhibit A-1 Statement of Work Recovery Oriented System of Care (ROSC)

1. **PROGRAM SUMMARY.** Recovery-Oriented Systems of Care (ROSC) (hereafter “the Program”) support person-centered and self-directed approaches to care that build on the personal responsibility, strengths, and resilience of individuals, families, and communities to achieve sustained health, wellness, and recovery from alcohol and drug problems¹. The establishment of peer supported self-help groups is fundamental to a ROSC. These ROSC groups are usually alternatives or additions to the current menu of 12-Step meetings that have been established throughout the community. Contractor will establish one or more of the following groups: SMART Recovery®, Double Trouble and/or Psycho-educational drug abuse intervention groups. The Program will be located at 201 South Miller Street Suite 101-102, Santa Maria, California.
2. **PROGRAM GOALS.**
 - A. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
 - B. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
 - C. Reduce recidivism and increase community safety.
3. **DEFINITIONS.**
 - A. **Self-Management and Recovery Training (SMART) Recovery®:** SMART is a self-help program for AOD abuse issues that was established to provide an alternative to Alcoholics Anonymous, Narcotics Anonymous and other faith-based 12-Step programs. SMART is a Cognitive Behavioral Therapy (CBT) model that is offered in a small group format, supported through peer-driven meetings where participants have the opportunity to learn and refine these skills from those who have mastered them in their own recovery. SMART focuses on recognizing and changing distorted thought patterns in order to change emotions and behaviors. SMART provides an important alternative for non-believers and those alienated from 12-Step programs to participate meaningfully in recovery groups. Its focus on CBT also aligns with the Matrix treatment strategy.
 - B. **Double Trouble in Recovery (DTR):** DTR is designed to meet the needs of clients with co-occurring disorders. Traditional 12-Step groups are single-focus groups based on the "one-disease - one-recovery" model. This specialization is largely what bonds members together. However, traditional 12-Step models may not provide adequate assistance to

¹ Substance Abuse and Mental Health Services Administration (SAMHSA) “Working Definition of Recovery” available at http://pfr.samhsa.gov/docs/ROSCs_principles_elements_handout.pdf

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individuals with co-occurring disorders. DTR fills a gap by customizing the 12-Steps for clients with co-occurring disorders to address their individual needs, including medication management issues.

C. Psycho-educational drug abuse intervention groups: Psycho-educational drug abuse intervention groups are didactic or lecture and discussion groups covering established Matrix Model Early Recovery and Relapse Prevention topics. Topics will focus on the process of recovery, including post acute withdrawal syndrome (PAWS), relapse prevention planning and skills building.

4. SERVICES.

A. Contractor will hold two (2) of any combination of the groups listed in Section 3 per week.

i. Contractor will offer two (2) groups during evening and/or weekend hours.

ii. Groups will be sixty (60) to ninety (90) minutes in length each.

iii. SMART Recovery groups shall have a maximum of twelve (12) participants. Other groups may be as large as the location allows.

B. Contractor will select group models from those listed in Section 3 that are best suited for their clients' needs.

C. Contractor will follow the curriculum and guidelines established by SMART² and DTR³, as applicable.

D. Contractor will provide staff to facilitate groups until clients / peers can facilitate groups on their own following the curriculum and guidelines established by the organizations listed in Section 3, as applicable, and the requirements of this Exhibit A-1.

5. ADDITIONAL PROGRAM REQUIREMENTS.

A. Contractor will maintain an attendance roster of all clients affiliated with any Alcohol, Drug, and Mental Health Services system of care.

B. Contractor shall enter client data, including admission, discharge, and California Outcomes Measurement System data, into the County MIS system for the following clients: SACPA clients who successfully complete the SACPA program; and are not admitted to another formal program. It is anticipated that clients who do not successfully complete the SACPA program while participating in a ROSC group will be enrolled in an Outpatient Drug Free treatment program, therefore the Contractor shall not be required to enter the client into the MIS System under the ROSC program.

² Available at <http://www.smartrecovery.org/>

³ Available at <http://www.doubletroubleinrecovery.org>

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6. STAFF.

- A. **TRAINING.** Contractor shall provide training to each Program staff member, within thirty (30) days of the date of hire regarding applicable programs, including the County MIS system, Drug Medi-Cal, SACPA and Drug Court.
- B. Staff hired to work directly with clients shall have competence and experience in working with clients with substance use disorders and co-occurring disorders, as required by State regulation.
- C. Contractor shall notify County of any staffing changes as part of the monthly Staffing Report. Contractor shall notify the designated County Liaison and County Alcohol and Drug Program (ADP) Staff within one business day when staff is terminated from working on this Contract.
- D. At any time prior to or during the term of this Contract, the County may require that Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- E. County may request that Contractor's staff be immediately removed from working on the County Contract for good cause during the term of the Contract.
- F. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access.
- G. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7. REPORTS.

- A. **FISCAL.** Contractor shall submit monthly Expenditure and Revenue Reports and Year-End Projection Reports to County. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues and anticipated year-end actual costs and revenues for Contractor's program(s) or cost center(s) as described in the Services section of this Exhibit A-1. Such reports shall be received by County no later than twenty (20) calendar days following the end of the month reported.
- B. **STAFFING.** Contractor shall submit monthly Staffing Reports to County. These reports shall be on a form acceptable to, or provided by County and shall report actual staff hours worked by position, Documented Service Hours (DSH'S) provided by position, caseload by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination

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date. The reports shall be received by County no later than twenty (20) calendar days following the end of the month being reported.

- C. **PROGRAMMATIC.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than twenty (20) calendar days following the end of the quarter being reported. Programmatic reports shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, number of active cases, number of client's admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and/or Certifications, changes in population served and reasons for any such changes. For Perinatal programs, report shall include the number of women and children served, number of pregnant women served, and the number of births. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress.
- D. **ADDITIONAL REPORTS.** Contractor shall maintain records and make statistical reports as required by County and the California State Department of Alcohol and Drug Programs on forms provided by either agency. Upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

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IV. Delete Section II. MAXIMUM CONTRACT 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 \$404373. 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.

V. Delete Exhibit B-1, Schedule of Fees, and replace with the following:

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

CONTRACTOR NAME: Mental Health Systems **Fiscal Year** 2009-2010

	Unit	PROGRAM			
		Santa Maria Center for Change	Santa Maria Center for Change ROSC	Santa Maria Center for Change MARS	Total
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):			
33-ODF Group	session	7249		-	7,249
34-ODF Individual	session	770		-	770
85-SATTA (8 tests = 1 staff hour)	staff hour	191		-	191
SAMHSA MARS Grant Services				\$139,575	\$ 139,575
18-Recovery Oriented System of Care (ROSC)	cost reimbursed		\$ 10,000		\$ 10,000
COST PER UNIT/PROVISIONAL RATE:					
33-ODF Group		\$28.27			
34-ODF Individual		\$66.53			
85-SATTA (8 tests = 1 staff hour)		\$66.53			
SAMHSA MARS Grant Services				As Budgeted	
18-Recovery Oriented System of Care (ROSC)			As Budgeted		
GROSS COST:		\$ 304,798	\$ 10,000	\$ 139,575	\$454,373
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
A CLIENT FEES		\$ 20,000			\$20,000
B CLIENT INSURANCE					\$0
C CONTRIBUTIONS/GRANTS (includes unsecured)					\$0
D FOUNDATIONS/TRUSTS					\$0
E SPECIAL EVENTS					\$0
F OTHER (LIST): OTHER GOVERNMENT		\$ 30,000			\$30,000
OTHER (LIST): INVESTMENT INCOME					\$0
TOTAL CONTRACTOR REVENUES*		\$ 50,000		\$ -	\$50,000
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 254,798	\$ 10,000	\$ 139,575	\$ 404,373
DM/C Administrative Fee (15%) **		\$ 14,118			
DM/C Gross Claim Maximum		\$ 94,118			

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
A	Medi-Cal Treatment Services (6241)		\$80,000		\$80,000
B	Medi-Cal Perinatal Services (6242)				\$0
C	Drug Testing SB 233/SATTA (6239)		\$14,480		\$14,480
D	SACPA Treatment Services (6240)		\$73,212		\$73,212
E	SACPA OTP (6240)				\$0
F	ADP Treatment Services - SAPT (6243)				\$0
G	Perinatal non-Drug Medi-Cal (6244)				\$0
H	SAMHSA MARS Grant (6246)			\$139,575	\$139,575
I	Drug Court Services (6246)		\$87,106		\$87,106
J	CalWORKS (6249)				\$0
K	Youth Services (6250)				\$0
L	Prevention Services (6351)				\$0
M	Recovery Oriented System of Care (ROSC) (6243)			\$10,000	\$10,000
	TOTAL (SOURCES OF FUNDING)		\$ 254,798	\$ 10,000	\$ 139,575
					\$404,373

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. Maximum (Net) Contract Amount is Less Administrative Fee of 15% (Drug Medi-Cal only)

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VI. 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
Contract #: BC 10-035

AGENCY NAME: Mental Health Systems, Inc.
COUNTY FISCAL YEAR: FY 2009-2010 July 1, 2009 to June 30, 2010
(round amounts to the nearest dollar)

Gray Shaded cells contain formulas, do not overwrite

LINE	COLUMN	1	2	3	4	5	6
I. REVENUE SOURCES:			TOTAL AGENCY ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Santa Maria Center for Change (001)	MARS Santa Maria CFC (001-002)	Santa Maria Center for Change ROGC (001-004)
2	ADMHS Funding: DMC		\$ 80,000	\$ 80,000	\$ 80,000	\$ -	\$ -
3	ADMHS Funding: Non-DMC		\$ 299,893	\$ 299,893	\$ 160,318	\$ 139,575	\$ -
4	ADMHS Drug Testing Funds		\$ 14,480	\$ 14,480	\$ 14,480	\$ -	\$ -
5	TSD Revenue		\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 10,000
16	Total Other Revenue (Sum of lines 1 through 17)		\$ 404,373	\$ 404,373	\$ 254,798	\$ 139,575	\$ 10,000
II. Client and Third Party Revenues:							
19	Medicare		\$ -	\$ -	\$ -	\$ -	\$ -
20	Client Fees		\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ -
21	Insurance		\$ -	\$ -	\$ -	\$ -	\$ -
22	Revenue: P36		\$ 30,000	\$ 30,000	\$ 30,000	\$ -	\$ -
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 50,000	\$ 50,000	\$ 50,000	\$ -	\$ -
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)		\$ 454,373	\$ 454,373	\$ 304,798	\$ 139,575	\$ 10,000
III. DIRECT COSTS							
26	Salaries (Complete Staffing Schedule)		\$ 156,002	\$ 156,002	\$ 105,900	\$ 46,332	\$ 3,770
27	Employee Benefits		\$ 40,560	\$ 40,560	\$ 27,534	\$ 12,046	\$ 960
28	Consultants		\$ 48,110	\$ 48,110	\$ 10,000	\$ 38,110	\$ -
29	Payroll Taxes (Insurance - W/U/Life)		\$ 7,801	\$ 7,801	\$ 5,295	\$ 2,317	\$ 189
30	Personnel Costs Total (Sum of lines 26 through 29)		\$ 252,473	\$ 252,473	\$ 148,729	\$ 98,805	\$ 4,928
31	Professional Fees		\$ 425	\$ 425	\$ 200	\$ 200	\$ 25
32	Supplies		\$ 4,476	\$ 4,476	\$ 4,476	\$ -	\$ -
33	Telephone		\$ 9,767	\$ 9,767	\$ 7,000	\$ 2,767	\$ -
34	Postage & Shipping (included in Supplies)		\$ 500	\$ 500	\$ 500	\$ -	\$ -
35	Occupancy (Facility Lease/Rent/Costs)		\$ 78,527	\$ 78,527	\$ 56,800	\$ 18,000	\$ 3,727
36	Rental/Maintenance Equipment		\$ 4,000	\$ 4,000	\$ 4,000	\$ -	\$ -
37	Printing/Publications		\$ -	\$ -	\$ -	\$ -	\$ -
38	Transportation		\$ 9,000	\$ 9,000	\$ 9,000	\$ -	\$ -
39	Conferences, Meetings, Etc		\$ 3,820	\$ 3,820	\$ 1,820	\$ 2,000	\$ -
40	Insurance		\$ 3,181	\$ 3,181	\$ 2,134	\$ 977	\$ 70
41	Unallowable expenses		\$ -	\$ -	\$ -	\$ -	\$ -
42	Software Expense		\$ 425	\$ 425	\$ 300	\$ 100	\$ 25
43	Other Business Services		\$ 13,955	\$ 13,955	\$ 13,805	\$ 125	\$ 25
44	Equipment - Under \$		\$ 1,500	\$ 1,500	\$ 1,500	\$ -	\$ -
45	Licenses/Taxes		\$ 3,800	\$ 3,800	\$ 3,800	\$ -	\$ -
46	Urinalysis/Lab Fees		\$ 14,480	\$ 14,480	\$ 14,480	\$ -	\$ -
47	SUBTOTAL DIRECT COSTS		\$ 400,329	\$ 400,329	\$ 268,544	\$ 122,974	\$ 8,811
III. INDIRECT COSTS							
48	Administrative Indirect Costs		\$ 54,044	\$ 54,044	\$ 36,254	\$ 16,601	\$ 1,189
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+ 48)		\$ 454,373	\$ 454,373	\$ 304,798	\$ 139,575	\$ 10,000

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SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Mental Health Systems, Inc..

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

COUNTY OF SANTA BARBARA

By: _____
JOSEPH CENTENO
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

By: _____
Tax Id No 95-3302967.
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 10-035

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 09-10
 D2. Budget Unit Number 043
 D3. Requisition Number N/A
 D4. Department Name Alcohol, Drug, & Mental Health
 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
 K3. Contract Amount \$404373
 K4. Contract Begin Date 7/1/2009
 K5. Original Contract End Date 6/30/2010
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/09	-59634		404373	6/30/10	Add ROSC SOW; reallocate 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 \$404373
 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=710170
 V2. Payee/Contractor Name Mental Health Systems, Inc.
 V3. Mailing Address 9465 Farnham St..
 V4. City, State (two-letter) Zip (include +4 if known) San Diego, CA 92123
 V5. Telephone Number 8585732600
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*) 95-3302967
 V7. Contact Person Kimberly Bond Executive Director
 V8. Workers Comp Insurance Expiration Date 4/1/2010
 V9. Liability Insurance Expiration Date[s] G-10/1/2010; P-10/1/2010
 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: _____