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: 06/08/2005

Department Name: Alcohol, Drug & Mental Health

Department No.: 043
Agenda Date: 07/05/2005
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 Al Rodriguez, Assistant Director, ADMHS - Alcohol and Drug Program

CONTACT: (805) 681-5442

SUBJECT: Service Contract Amendments for Alcohol and Drug Program (ADP) Providers of

Drug Medi-Cal (DMC) Services

Recommendations:

That the Board of Supervisors:

- A. Approve and execute contract amendments/renewals with the following local providers of Drug Medi-Cal (DMC) services:
 - 1. AEGIS Medical Systems, Inc. (AEGIS), increasing FY 04-05 DMC funding from \$1,231,000 to \$1,340,000, extending the term of the contract through June 30, 2006, and providing \$1,340,000 in DMC funding for FY 05-06;
 - 2. Good Samaritan Shelter, Inc. (Good Samaritan), increasing FY 04-05 DMC funding from \$185,000 to \$275,000, extending the term of the contract through June 30, 2006, and providing \$275,000 in DMC funding for FY 05-06;
 - 3. Phoenix of Santa Barbara, Inc. (Phoenix), increasing FY 04-05 DMC funding from \$130,000 to \$140,000, extending the term of the contract through June 30, 2006, and providing \$150,000 in DMC funding for FY 05-06;
 - 4. The Council on Alcoholism and Drug Abuse (CADA), extending the term of the contract through June 30, 2006, and providing \$1,017,100 in DMC funding for FY 05-06; and
 - 5. Zona Seca, Inc. (Zona Seca), extending the term of the contract through June 30, 2006, and providing \$160,000 in DMC funding for FY 05-06.
- B. Authorize the Director of ADMHS to approve amendments to the proposed contracts, provided that any such amendments do not exceed ten percent (10%) of the contract's dollar amount.

Agenda Date: 07/05/2005 Page: 2 of 5 Pages

Alignment with Board Strategic Plan:

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

Executive Summary and Discussion:

ADMHS-ADP continues to refine a system of care that meets the needs of individuals in various communities throughout the County who experience problems with addiction to and misuse of alcohol and other drugs. This system of care is supported by a contracting approach with community-based agencies that allows for maximum flexibility in the provision of services and responsiveness to changing needs. Contracting with local providers also enables the County to manage its position costs effectively while maintaining accountability for key outcomes among vendors and providing technical assistance to vendors to promote continuous improvement.

The proposed amendments for <u>AEGIS</u>, <u>Good Samaritan</u>, and <u>Phoenix</u> will give the vendors the necessary funding to continue providing Drug Medi-Cal (DMC) alcohol and other drug treatment services during FY 04-05, and to provide similar services again during FY 05-06.

- 1. <u>AEGIS</u>: ADMHS-ADP's current FY 04-05 DMC service contract with AEGIS is for \$1,231,000. It is proposed that AEGIS receive an additional \$109,000 for FY 04-05 (totaling \$1,340,000 for FY 04-05), as the vendor will serve a greater number of clients than originally contemplated by the current contract. The proposed amendment will also extend the term of the contract through June 30, 2006, and provide the necessary funding (\$1,340,000 for FY 05-06) 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) is \$1,449,000.
- 2. Good Samaritan: ADMHS-ADP's current FY 04-05 DMC service contract with Good Samaritan is for \$185,000. It is proposed that Good Samaritan receive an additional \$90,000 for FY 04-05 (totaling \$275,000 for FY 04-05), as the vendor will serve a greater number of clients than originally contemplated by the current contract. The proposed amendment will also extend the term of the contract through June 30, 2006, and provide the necessary funding (\$275,000 for FY 05-06) 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) is \$365,000.
- 3. <u>Phoenix</u>: ADMHS-ADP's current FY 03-05 DMC service contract with Phoenix is for \$260,000 (provisionally apportioned at \$130,000 for FY 03-04 and \$130,000 for FY 04-05). It is proposed that Phoenix receive an additional \$10,000 for FY 04-05 (totaling \$140,000 for FY 04-05), as the vendor will serve a greater number of clients than originally contemplated by the current contract. The proposed amendment will also extend the term of the contract through June 30, 2006, and provide the necessary funding (\$150,000 for FY 05-06) 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) is \$160,000.

Agenda Date: 07/05/2005 Page: 3 of 5 Pages

The proposed amendments for <u>CADA</u> and <u>Zona Seca</u> will give the vendors the necessary funding to continue providing Drug Medi-Cal (DMC) services during FY 05-06.

- 1. <u>CADA</u>: ADMHS-ADP's current FY 04-05 DMC service contract with CADA is for \$1,222,000. The proposed amendment will extend the term of the contract through June 30, 2006, and provide the necessary funding (\$1,017,000 for FY 05-06) for the vendor to continue serving clients. CADA will be provided with less funding during FY 05-06 than during FY 04-05, as one of CADA's treatment sites has closed.
- 2. Zona Seca: ADMHS-ADP's current FY 04-05 DMC service contract with Zona Seca is for \$195,500. The proposed amendment will extend the term of the contract through June 30, 2006, and provide the necessary funding (\$160,000 for FY 05-06) for the vendor to continue serving clients.

Mandates and Service Levels:

The State Department of Alcohol and Drug Programs 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 policies specified as a condition of the receipt of funds. The vendors for which contract amendments/renewals are proposed provide Drug Medi-Cal (DMC) alcohol and other substance abuse treatment services, including individual and group counseling, and related services. Throughout the term of these contracts, ADMHS-ADP staff will monitor the vendors' progress toward the following outcomes, providing technical assistance as needed:

- 1. One-hundred percent (100%) of clients admitted to treatment will be screened for tobacco product use;
- 2. Eighty-five percent (85%) of clients admitted to treatment will be screened for trauma history;
- 3. Seventy-five percent (75%) of clients admitted to treatment will complete a minimum of ninety (90) days;
- 4. Seventy percent (70%) of clients will report no drug use thirty (30) days prior to successful discharge;
- 5. Forty percent (40%) of clients will successfully complete treatment; and
- 6. Forty percent (40%) of clients reporting homelessness at admission will have housing at discharge.

Agenda Date: 07/05/2005 Page: 4 of 5 Pages

Fiscal and Facilities Impacts:

The recommended actions have no impact on the General Fund Contribution. The following revenue sources support contract amendments/renewals for ADMHS-ADP's providers of Drug Medi-Cal (DMC) services:

- 1. <u>AEGIS</u>: The revenue that supports the vendor's DMC treatment services has been appropriated in the Alcohol, Drug and Mental Health Services (ADMHS) budget adopted for FY 04-05 and FY 05-06. The total amount of the amended contract for FY 04-06 is \$2,680,000 (provisionally apportioned at \$1,340,000 for FY 04-05 and \$1,340,000 for FY 05-06). The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$1,449,000.
- 2. <u>Good Samaritan</u>: The revenue that supports the vendor's DMC and DMC-Perinatal treatment services has been appropriated in the ADMHS budget adopted for FY 04-05 and FY 05-06. The total amount of the amended contract for FY 04-06 is \$550,000 (provisionally apportioned at \$275,000 for FY 04-05 and \$275,000 for FY 05-06). The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$365,000.
- 3. <u>Phoenix</u>: The revenue that supports the vendor's DMC treatment services has been appropriated in the ADMHS budgets adopted for FY 03-04, FY 04-05, and FY 05-06. The total amount of the amended contract for FY 03-06 is \$420,000 (provisionally apportioned at \$130,000 for FY 03-04, \$140,000 for FY 04-05, and \$150,000 for FY 05-06). The total proposed increase in funding (given the FY 04-05 increase in funding and the FY 05-06 funding) is \$160,000.
- 4. <u>CADA</u>: The revenue that supports the vendor's DMC and DMC-Perinatal treatment services has been appropriated in the ADMHS budget adopted for FY 05-06. The total amount of the contract for FY 05-06 is \$1,017,100.
- 5. <u>Zona Seca</u>: The revenue that supports the vendor's DMC treatment services has been appropriated in the ADMHS budget adopted for FY 05-06. The total amount of the contract for FY 05-06 is \$160,000.

The proposed expenditures are included in the Recommended Budgets 2004-05 and 2005-06 ADMHS/ADP – Treatment Services, D pages 156 (2004-05) and D pages 160 (2005-06).

These actions will not result in a need for any additional county facilities.

Agenda Date: 07/05/2005 Page: 5 of 5 Pages

Special Instructions:

Please send one fully executed copy of each contract and endorsed minute order to:

Al Rodriguez, Assistant Director, ADMHS-Alcohol and Drug Program Alcohol, Drug & Mental Health Services 300 N. San Antonio Road, Building #1 Santa Barbara, CA 93110

Concurrences:

Auditor-Controller Risk Management

CONTRACT SUMMARY PAGE

Amendment to BC 05-090

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. D2.	Вι	ıdget Unit Nu	mber	043					
D3. D4. D5.	De Co	epartment Na ontact Persor	1	ADN AI F	. ADMHS – Alcohol & Drug Program . Al Rodriguez				
<u>D6.</u>	16	elephone			(80:	0) 001-0442			
K1. K2.	Contract Type (check one):x Personal Service of Capital Brief Summary of Contract Description/Purpose Amended Contract for DMC treatment services								
K3. K4. K5.	Co	ntract Begin	Date		\$1,2 07/0	231,000 01/2004			
K6.		nendment	ot Ena Date		History	70/2000			
Seq	#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose		
1		07/01/2004	\$1,449,000	\$1,449,000	\$2,680,000	06/30/2006	Incr. 04-05 funding & extend term by 1 yr		
B1. B2. B3. B4. B5.	Is this a Board Contract? (Yes/No)								
F1. F2. F3. F4. F5. F6. F7.	Cu Fu Di Di Ac Co	urrent Year E and Number epartment Nu vision Numbe count Numbe ost Center nu	ncumbrance / Imberer (if applicabler ermber (if applicabler)	ode Amounte)e)	\$1,3 004 043 6 746	340,000 4 0 (Program Code)			
V1. V2.				; P=Purchasing)			vstems, Inc.		

V6. Contractor's Federal Tax ID Number (EIN or SSN)..... 95-4580047

V7. Contact Person...... Ehud "Udi" Barkai

Mailing Address...... P.O. Box 1980

City, State (two-letter) Zip (include +4 if known)........ Agoura, CA 91376

V9. Liability Insurance Expiration Date[s] (G=Genl; G – 05/12/06

V10. Professional License Number

V3.

V4.

V5.

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: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FIRST AMENDMENT

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 05-090, by and between the **County of Santa Barbara** (**COUNTY**) and **AEGIS Medical Systems, Inc.** (**CONTRACTOR**), for the continued provision of the services specified herein.

Whereas, **COUNTY** would like to amend the compensation paid to **CONTRACTOR** under the Fiscal Year 04-05 contract by \$109,000 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; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Executive's Office with authority from the County Board of Supervisors on 9/10/04, 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 <u>July 1, 2004</u> and end performance upon completion, but no later than <u>June 30, 2006</u> unless otherwise directed by **COUNTY** or unless earlier terminated.
- II. Delete Item 1, Paragraph 1, of <u>Exhibit B, Payment Arrangements</u>, and replace with the following:

EXHIBIT B PAYMENT ARRANGEMENTS

1. For services to be rendered, **COUNTY** shall pay **CONTRACTOR** a total provisional amount not to exceed **\$2,680,000** for the term of this First Amended Contract, payable **\$1,340,000** for the period July 1, 2004 to June 30, 2005, and **\$1,340,000** for the period July 1, 2005 through June 30, 2006, less the **COUNTY's** Administrative Support Cost (per Item 1.E, below, and Exhibit B-1), for all Projects shown in Exhibit A.

III. Delete Exhibit B-1, Schedule of Services, and replace with the following:

EXHIBIT B-1 SCHEDULE OF SERVICES

Narcotic treatment program services, as described in <u>Exhibit A</u> and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (<u>Exhibit A</u>). Treatment services shall be reimbursed according to the California State Medi-Cal Guidelines (Title 22 CCR).

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE	Provider Billing Rate (Maximum		County Administrative Cost	Total Estimated Revenu Provisional Amounts		
Drug Medi-Cal (D/MC)- NON RESIDENTIAL			Cost	7/01/04 to 6/30/05	7/01/05 to 6/30/06	
D/MC – NON RESIDENTIAL						
D/MC - Narcotic treatment program (NTP) - Methadone including Methadone for SACPA Clients.	(NTP) - Methadone including published State ADP guidelines, or as Methadone for SACPA Clients. published State ADP guidelines, or as negotiated with COUNTY as shown in					
NTP - Outpatient Drug Free (ODF) consisting of individual (including collateral sessions) and Group Counseling, including ODF services for SACPA Clients.	The D/MC the negoti based upo	er Workbook. maximum rate ated rate with on CONTRAC description of the prior year co	\$1,340,000	\$1,340,000		
	\$1,340,000					
	\$1,34	0,000				
Grand To	tal Drug M	edi-Cal Fundi	ng for FY 04-06	\$2,680,000		

Reimbursement for NTP-Methadone (Including SACPA) is based on the appropriate daily rate set by the State Alcohol and Drug Program (ADP).

Reimbursement for NTP-Individual and Group Counseling services is based on the number of one -10-minute increment of service reported per client.

The services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per $Exhibit\ B$.

A **COUNTY** Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to **CONTRACTOR**. Based upon the total monthly amount billed to Drug Medi-Cal, **COUNTY** shall retain the appropriate Administrative Support Cost allowed by the State ADP and shall pay **CONTRACTOR** the net balance.

SIGNATURE PAGE

First Amended Contract for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and <u>AEGIS Medical Systems</u>, <u>Inc.</u>

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

COUNTY OF SANTA BARBARA

	Ву:
	Chair, Board of Supervisors Date:
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	CONTRACTOR
By: Deputy	By:
APPROVED AS TO FORM: STEPHEN SHANE STARK COUNTY COUNSEL	APPROVED AS TO FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By: Deputy
APPROVED AS TO FORM: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES JAMES L. BRODERICK, Ph.D. DIRECTOR	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK PROGRAM MANAGER
By: Director	By: Risk Program Manager

CONTRACT SUMMARY PAGE

D1.

F8.

Amendment to BC 05-092

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.

Fiscal Year FY 04-06

D1.						74-00	
D3.	Re	eauisition Nur	nber				
D4.	De	partment Na	me	ADN	IHS - Alcohol &	Drug Program	
D5.							
D6.	Te	lephone			(805	6) 681-5442	
144							
K1.	Cc	ntract Type i	(check one):x	Personal Service	o Capital	O t t f	DMO top atom and
K2.	Br	ief Summary	of Contract D	escription/Purpos	e Amer servi	nded Contract for	DIVIC treatment
K3.	Or	iginal Contra	ot Amount				
K3. K4.							
K5.							
K5. K6.		nendment	ci Liiu Dale		Historv	0/2003	
NO.	7 11	nenament		ı,	listory		
Seq#	#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1		07/01/2004	\$365,000	\$365,000	\$550,000	06/30/2006	Incr. 04-05 funding & extend term
B1.	Is	this a Board	Contract? (Ye	es/No)	Yes		
B2.				d (if any)			
B3.	Nι	ımber of Con	npetitive Bids	(if any)	N/A		
B4.							
B5.				genda Date	N/A		
			m Number				
<u>B6.</u>	Bo	<u>ilerplate Cor</u>	<u>ıtract Text Ur</u>	naffected? (Yes /	or cite Yes		
F1.	En	ocumbrance]	Francaction C	ode	170	1	
F2.			ncumbrance /				
F3.							
F4.			mber		T		
F5.				e)			
F6.)	
F7.	Cc	st Center nu	mher <i>(if appli</i>	cable)	6241.	6242 (Program Co	odes)
Γ΄.	50	or outlier the	insci (ii appii)	NI-1		,	

V1.	Vendo	r Nu	mbe	ers	(A=Auditor;	P=Purchasing)	3234	18
١ ، ،	_						\sim	

Payment Terms Net 30

V4. City, State (two-letter) Zip (include +4 if known)....... Santa Maria, CA 93458

V6. Contractor's Federal Tax ID Number (EIN or SSN)...... 77-0133375

V7. Contact Person...... Sylvia Barnard

V8. Workers Comp Insurance Expiration Date 06/15/06

V9. Liability Insurance Expiration Date[s] (G=Genl; G – 09/18/2005

V10. Professional License Number

V11. Verified by (name of county staff)...... Jennie Pittman

V12 Company Type (Check one): Sole Proprietorship Partnership \(\mathbb{Z} \) Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FIRST AMENDMENT

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 05-092, by and between the County of Santa Barbara (COUNTY) and Good Samaritan Shelter, Inc. (DBA Recovery Point) (CONTRACTOR), for the continued provision of the services specified herein.

Whereas, **COUNTY** would like to amend the compensation paid to **CONTRACTOR** under the Fiscal Year 04-05 contract by \$90,000 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; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Executive Office with authority from the County Board of Supervisors on 9/10/04, 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 <u>July 1, 2004</u> and end performance upon completion, but no later than <u>June 30, 2006</u> unless otherwise directed by **COUNTY** or unless earlier terminated.
- II. Delete Item 1, Paragraph 1, of <u>Exhibit B, Payment Arrangements</u>, and replace with the following:

EXHIBIT B PAYMENT ARRANGEMENTS

 For services to be rendered, COUNTY shall pay CONTRACTOR a total provisional amount not to exceed \$550,000 for the term of this First Amended Contract, payable \$275,000 for the period July 1, 2004 to June 30, 2005, and \$275,000 for the period July 1, 2005 through June 30, 2006, less the COUNTY's Administrative Support Cost for all Projects listed in Exhibit A.

III. Delete Exhibit B-1, Schedule of Services, and replace with the following:

EXHIBIT B-1 SCHEDULE OF SERVICES

Treatment services, as described in <u>Exhibit A</u> and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (<u>Exhibit A</u>). Treatment services shall be reimbursed according to the California State Medi-Cal Guidelines (Title 22 CCR), or as negotiated with **COUNTY**.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

	Provider	Billing Rate	County	Total Estima	ted Revenue			
TYPE OF SERVICE	Rate	(Maximum	Administrative Cost	Provisiona	I Amounts			
Drug Medi-Cal (D/MC)				7/01/04 to 6/30/05	7/01/05 to 6/30/06			
D/MC - Outpatient Drug-Free Treatment consisting of individual (Including collateral sessions) and Group Counseling (including family sessions). and D/MC-Cal, Perinatal Day Care Rehabilitative (Perinatal DCR) Services (for eligible pregnant and postpartum)	The D/MC Rate shall follow the published State ADP guidelines, or as negotiated with COUNTY as shown in the Provider Workbook.			\$275,000	\$275,000			
(In accordance with Title 22 and the Perinatal Services Guidelines at certified sites per Exhibit A.)								
		Total Fund	ding in FY 04-05	\$275	5,000			
	Total Funding in FY 05-06							
Grand Total	Drug Med	i-Cal Fundin	g for FY 04-06	\$550	,000			

The Drug Medi-Cal maximum rate allowable, or the negotiated rate with **COUNTY**, is based upon **CONTRACTOR's** program budget, contained in the Provider Workbook, and **CONTRACTOR's** prior year cost report.

The Monthly Reimbursement is based on the number of 50 minute individual and 90 minute group (per person) counseling sessions delivered during the month (or pro-rated as needed). These services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per Exhibit B.

A **COUNTY** Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to **CONTRACTOR**, per <u>Exhibit B</u>. Based upon the total monthly amount billed to Drug Medi-Cal, **COUNTY** shall retain 15% for Administrative Support Cost and shall pay **CONTRACTOR** 85%.

SIGNATURE PAGE

First Amended Contract for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and <u>Good Samaritan Shelter, Inc. (DBA Recovery Point)</u>

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

COUNTY OF SANTA BARBARA

	Ву:
	Chair, Board of Supervisors Date:
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	CONTRACTOR
By: Deputy	By: Tax ID No. 77-0133375
APPROVED AS TO FORM: STEPHEN SHANE STARK COUNTY COUNSEL	APPROVED AS TO FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By: Deputy
APPROVED AS TO FORM: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES JAMES L. BRODERICK, Ph.D. DIRECTOR	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK PROGRAM MANAGER
By: Director	By: Risk Program Manager

CONTRACT SUMMARY PAGE

D1.

F8.

Amendment to BC 04-196

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.

Fiscal Year FY 03-06

D2.										
D3.	Re	equisition Nur	mber							
D4.	De	epartment Na	me	ADN	1HS – Alcohol &	Drug Program				
D5.	Co	ontact Person	1		AI R	odriguez				
D6.	Te	lephone			(805	5) 681-5442				
K1. K2.	Сс	Contract Type (check one):x Personal Service o Capital Brief Summary of Contract Description/Purpose Amended Contract for DMC treatment								
		,			servi	ces				
K3.	Or	riginal Contra	ct Amount		\$26	0.000				
K4.										
K5.	Ör	iginal Contra	ct End Date			0/2005				
K6.		nendment			History	0.200				
	,									
Seq	#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose			
1		07/01/2003	\$160,000	\$160,000	\$420,000	06/30/2006	Incr. 03-05 funding & extend term by 1 yr			
B1. B2. B3. B4. B5.	B1. Is this a Board Contract? (Yes/No)									
F1. F2. F3.	Cι									

V1. Vendor Numbers (A=Auditor; P=Purchasing)............... 633270

V2. Payee/Contractor Name...... Phoenix of Santa Barbara, Inc.

V3. Mailing Address...... 107 E. Micheltorena

V4. City, State (two-letter) Zip (include +4 if known)....... Santa Barbara, CA 93101

V5. Telephone Number...... 805-965-3434

Payment Terms Net 30

V6. Contractor's Federal Tax ID Number (EIN or SSN)...... 23-7220562

V9. Liability Insurance Expiration Date[s] (G=Genl; G – 08/01/05

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: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FIRST AMENDMENT

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 04-196, by and between the **County of Santa Barbara** (**COUNTY**) and **Phoenix of Santa Barbara**, **Inc.** (**CONTRACTOR**), for the continued provision of the services specified herein.

Whereas, **COUNTY** would like to amend the compensation paid to **CONTRACTOR** under the Fiscal Year 03-05 contract by \$10,000 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; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 6/01/04, 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 <u>July 1, 2003</u> and end performance upon completion, but no later than <u>June 30, 2006</u> unless otherwise directed by **COUNTY** or unless earlier terminated.
- II. Delete Item 1, Paragraphs 1, 2, and 3 of <u>Exhibit B, Payment Arrangements</u>, and replace with the following:

EXHIBIT B PAYMENT ARRANGEMENTS

For services to be rendered, COUNTY shall pay CONTRACTOR a total provisional amount not to exceed \$420,000 for the term of this First Amended Contract, payable \$130,000 for the period July 1, 2003 to June 30, 2004, \$140,000 for the period July 1, 2004 to June 30, 2005, and \$150,000 for the period July 1, 2005 through June 30, 2006, less the COUNTY's Administrative Support Cost (per Item D and Exhibit B-1), for all Projects shown in Exhibit A.

It is understood that this Agreement upon execution, cancels, nullifies, and supersedes Purchase Agreement CN00423 for the period July 1, 2003 through June 30, 2004.

The provisional amount shown for each fiscal year is for **COUNTY** budgetary purposes only. In the event claims submitted by **CONTRACTOR** exceed the fiscal year funding amount **COUNTY** will reimburse **CONTRACTOR** for such excess; however, a contract amendment will be prepared only if the total provisional amount for all years contracted exceeds \$420,000.

III. Delete Exhibit B-1, Schedule of Services, and replace with the following:

EXHIBIT B-1 SCHEDULE OF SERVICES

Treatment services, as described in <u>Exhibit A</u> and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (<u>Exhibit A</u>). Treatment services shall be reimbursed according to the State Medi-Cal Guidelines (Title 22 CCR), or as negotiated with **COUNTY**.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE	Provider Rate	Billing Rate (Maximum	County Administrative Cost	Total Estimated Revenue Provisional Amounts			
Drug Medi-Cal (D/MC)			3331	7/01/03 to 6/30/04	7/01/04 to 6/30/05	7/01/05 to 6/30/06	
D/MC Outpatient Drug-Free Treatment consisting of individual (Including collateral sessions), & Group Counseling (including family sessions). [In accordance with Title 22 Guidelines, at certified site(s) per Exhibit A.]	State ADP	Rate shall follow guidelines, or a I TY as shown in		\$130,000 \$140,000 \$150,000			
		Total Fund	ding in FY 03-04		\$130,000	1	
		Total Fund	ding in FY 04-05		\$140,000		
		Total Fund	ding in FY 05-06		\$150,000		
Grand Tota	al Drug Med	di-Cal Fundin	g for FY 03-06		\$420,000		

The Drug Medi-Cal maximum rate allowable, or the negotiated rate with **COUNTY**, is based upon **CONTRACTOR's** program budget and prior year cost report all contained in the Provider Workbook.

The Monthly Reimbursement is based on the number of 50 minute individual and 90 minute group (per person) counseling sessions delivered during the month (or pro-rated as needed). These services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per Exhibit B.

A **COUNTY** Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to **CONTRACTOR**, per <u>Exhibit B</u>. Based upon the total monthly amount billed to Drug Medi-Cal, **COUNTY** shall retain 15% for Administrative Support Cost and shall pay **CONTRACTOR** 85%.

SIGNATURE PAGE

First Amended Contract for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and **Phoenix of Santa Barbara**, **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

	Ву:
	Chair, Board of Supervisors Date:
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	CONTRACTOR
By: Deputy	By:
APPROVED AS TO FORM: STEPHEN SHANE STARK COUNTY COUNSEL	APPROVED AS TO FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By: Deputy
APPROVED AS TO FORM: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES JAMES L. BRODERICK, Ph.D. DIRECTOR	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK PROGRAM MANAGER
By: Director	By: Risk Program Manager

CONTRACT SUMMARY PAGE

V7.

V8.

V9. V10.

V11.

V12

Amendment to BC 05-083

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. D2.	Fis	scal Year	mbor			FY 0	5-06	
D2. D3.								
D4.	De	epartment Na	me			ADMI		Drug Program
D5. D6.								
							1001-3442	
K1. K2.	Co	ontract Type	(check one):x	Personal Service escription/Purpos	္ o Capi	tal Amen	ded Contract for	DMC treatment
NΖ.						servic	es	DIVIO (realifierit
K3.								
K4. K5.								
K6.		nendment	ot End Bate		History	00/00	5/2000	
Seq	#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTota	alAmt	NewEndDate	Purpose
1		07/01/2005	\$1,017,100	\$1,017,100	\$2,239	,100	06/30/2006	Extend term by 1 yr & add 05-06 funding
B1. B2. B3. B4. B5.	Nu Nu Lo If I	umber of Wor umber of Con west Bid Am Board waived d Agenda Ite	kers Displace npetitive Bids ount <i>(if bid)</i> I bids, show A m Number	es/No)d (if any)(if any)genda Date		N/A N/A N/A N/A		
F1. F2.	Er	cumbrance	Fransaction Concentration Concentration	ode Amount		1701	17 100	
F3.								
F4.	De	epartment Nu	mber			043		
F5. F6.				e)) ·	
F7.	Co	st Center nu	mber (if applic	cable)		6241 (Program Code)	
<u>F8.</u>	Pa	<u>iyment Terms</u>	S		<u></u>	Net 3	30	
V1.				, P=Purchasing)				
V2. V3.								bara
V4.	Ci	ty, State (two	-letter) Zip (ir	nclude +4 if knowr	າ)	Santa	a Barbara, CA	93102
V5.	Te	lephone Nun	nber	Number <i>(EIN or S</i>		805-	564-6057	
V6.	CC	mtractor's Fe	ederai i ax iD l	Number (EIN or S	SIN)	95-18	2,6828	

Company Type (Check one): Sole Proprietorship Partnership

Corporation

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page

Verified by (name of county staff)...... Jennie Pittman

Contact Person...... Penny Jenkins

Liability Insurance Expiration Date[s] (G=Genl; G – 04/01/06

Professional License Number

Date: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FIRST AMENDMENT

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 05-083, by and between the County of Santa Barbara (COUNTY) and The Council on Alcoholism and Drug Abuse (CONTRACTOR), for the continued provision of the services specified herein.

Whereas, **COUNTY** 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; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Board of Supervisors on 8/17/04, 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 <u>Agreement</u> and replace with the following:
 - **4.** This First Amended Contract is effective <u>July 1, 2005</u>. **CONTRACTOR** shall commence performance on that date and shall end performance upon completion, but no later than <u>June 30, 2006</u> unless otherwise directed by **COUNTY** or unless earlier terminated.
- II. Delete Item 1, Paragraph 1, of <u>Exhibit B, Payment Arrangements</u>, and replace with the following:

EXHIBIT B PAYMENT ARRANGEMENTS

- For services to be rendered, COUNTY shall pay CONTRACTOR a total provisional amount not to exceed \$1,017,100 for the term of this First Amended Contract, less the COUNTY's Administrative Support Cost (per Item 1.E. and <u>Exhibit B-1</u>), for all Projects shown in <u>Exhibit A</u>.
- III. Delete Exhibit B-1, Schedule of Services, and replace with the following:

EXHIBIT B-1 SCHEDULE OF SERVICES

Treatment services, as described in <u>Exhibit A</u> and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (<u>Exhibit A</u>). Treatment services shall be reimbursed according to the California State Medi-Cal Guidelines (Title 22 CCR), or as negotiated with **COUNTY**.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE Drug Medi-Cal (D/MC) - NON RESIDENTIAL	Provider Rate	Billing Rate (Maximum	County Administrative Cost	Total Estimated Revenue		
				Term:		
				7/01/2005 to 6/30/2006		
D/MC – NON RESIDENTIAL						
D/MC - Outpatient Drug-Free Treatment consisting of individual (Including collateral sessions) and Group Counseling (including family sessions).		The D/MC Rate shall follow the published State ADP guidelines, or as negotiated with COUNTY .				
D/MC – PERINATAL ODF and DCR	The D/MC	maximum rate	allowable, or the			
D/MC-Cal, Perinatal Outpatient Drug Free (PN ODF) consisting of individual (including collateral sessions) and Group Counseling (including family sessions). and D/MC-Cal, Perinatal Day Care Rehabilitative (Perinatal DCR) Services	negotiated CONTRAC year cost re Workbook.					
	Total Dr	ug Medi-Cal F	Funding for FY 05-06	\$1,017,100		

The Drug Medi-Cal maximum rate allowable, or the negotiated rate with **COUNTY**, is based upon **CONTRACTOR's** program budget, contained in the Provider Workbook, and **CONTRACTOR's** prior year cost report.

The Monthly Reimbursement is based on the number of 50 minute individual and 90 minute group (per person) counseling sessions delivered during the month (or pro-rated as needed). These services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per Exhibit B.

A **COUNTY** Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to **CONTRACTOR**, per <u>Exhibit B</u>. Based upon the total monthly amount billed to Drug Medi-Cal, **COUNTY** shall retain 15% for Administrative Support Cost and shall pay **CONTRACTOR** 85%.

SIGNATURE PAGE

First Amended Contract for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and **The Council on Alcoholism and Drug Abuse**.

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:
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	CONTRACTOR
By: Deputy	By:
APPROVED AS TO FORM: STEPHEN SHANE STARK COUNTY COUNSEL	APPROVED AS TO FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By: Deputy
APPROVED AS TO FORM: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES JAMES L. BRODERICK, Ph.D. DIRECTOR	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK PROGRAM MANAGER
By: Director	By: Risk Program Manager

CONTRACT SUMMARY PAGE

D1.

V1.

V2.

Amendment to BC 05-091

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.

Fiscal Year FY 05-06

D1.	Budget Unit Number			043				
D3.						043		
D3. D4.	- 1					V D M	HS Alcohol &	Drug Program
D4. D5.								Diug Flogram
D5. D6.								
<u>D0.</u>	Telephone (805) 681-5442							
K1.	Contract Type (check one):x Personal Service o Capital							
K2.	Contract 1 100 10/100/1 C/10/100 CONTROL CONTROL D CADITAL						DMC treatment	
		,				servic	es	
K3.	O	riginal Contra	ct Amount			\$195	5,500	
K4.	· · · · · · · · · · · · · · · · · · ·							
K5.	Original Contract End Date							
K6.								
Coo		Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTota	I A made	Now End Data	Durance
Sec	 #						NewEndDate	Purpose Extend term by 1 yr
1		07/01/2005	\$160,000	\$160,000	\$355,50	JU	06/30/2006	& add 05-06 funding
B1. B2. B3. B4. B5.	B2. Number of Workers Displaced (if any)							
F1. F2. F3. F4. F5. F6. F7. F8.	Current Year Encumbrance Amount \$160,000 Fund Number 0044 Department Number 043 Division Number (if applicable) 6 Account Number 7460 Cost Center number (if applicable) 6241 (Program Code)							

V6. Contractor's Federal Tax ID Number *(EIN or SSN)*..... 95-2666853
V7. Contact Person...... Frank Banales

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: June 16, 2005 Authorized Signature: Jennie Pittman, ADMHS-ADP Departmental Analyst

FIRST AMENDMENT

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 05-091, by and between the **County of Santa Barbara** (**COUNTY**) and **Zona Seca, Inc.** (**CONTRACTOR**), for the continued provision of the services specified herein.

Whereas, **COUNTY** 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; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the original contract, approved by the County Executive Office with authority from the County Board of Supervisors on 9/10/04, 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 <u>Agreement</u> and replace with the following:
 - 4. This First Amended Contract is effective <u>July 1, 2005</u>. CONTRACTOR shall commence performance on that date and shall end performance upon completion, but no later than <u>June 30, 2006</u> unless otherwise directed by COUNTY or unless earlier terminated.
- II. Delete Item 1, Paragraph 1, of <u>Exhibit B, Payment Arrangements</u>, and replace with the following:

EXHIBIT B PAYMENT ARRANGEMENTS

- 1. For services to be rendered, **COUNTY** shall pay **CONTRACTOR** a total provisional amount not to exceed **\$160,000** for the term of this First Amended Contract, less the **COUNTY's** Administrative Support Cost (per Item 1.E. and <u>Exhibit B-1</u>), for all Projects shown in <u>Exhibit A</u>.
- III. Delete Exhibit B-1, Schedule of Services, and replace with the following:

EXHIBIT B-1 SCHEDULE OF SERVICES

Treatment services, as described in <u>Exhibit A</u> and in the Provider Workbook, will conform to the California Department of Alcohol and Drug Programs service code definition (<u>Exhibit A</u>). Treatment services shall be reimbursed according to the California State Medi-Cal Guidelines (Title 22 CCR), or as negotiated with **COUNTY**.

It is agreed that **COUNTY** has provided a copy of the signed Provider Workbook to **CONTRACTOR**.

TYPE OF SERVICE Drug Medi-Cal (D/MC)- NON RESIDENTIAL	Provider Rate	Billing Rate (Maximum	County Administrative Cost	Total Estimated Revenue
				Term: 7/01/05 to 6/30/06
D/MC – NON RESIDENTIAL				
D/MC - Outpatient Drug-Free Treatment consisting of individual (Including collateral sessions) and Group Counseling (including family sessions).	The D/MC State ADP COUNTY.	\$160,000		
D/MC – PERINATAL ODF and DCR	The D/MC			
D/MC-Cal, Perinatal Outpatient Drug Free (PN ODF) consisting of individual (including collateral sessions) and Group Counseling and D/MC-Cal, Perinatal Day Care Rehabilitative (Perinatal DCR) Services	negotiated rate with COUNTY , is based upon CONTRACTOR's program budget and prior year cost report all contained in the Provider Workbook.			
	Total Drug	Medi-Cal Fu	nding for FY 05-06	\$160,000

The Drug Medi-Cal maximum rate allowable, or the negotiated rate with **COUNTY**, is based upon **CONTRACTOR's** program budget, contained in the Provider Workbook, and **CONTRACTOR's** prior year cost report.

The Monthly Reimbursement is based on the number of 50 minute individual and 90 minute group (per person) counseling sessions delivered during the month (or pro-rated as needed). These services shall follow the D/MC guidelines and shall be reported electronically to ADMHS - MIS, per <u>Exhibit B</u>.

A **COUNTY** Administrative Support Cost shall be automatically deducted from the monthly reimbursement paid to **CONTRACTOR**, per <u>Exhibit B</u>. Based upon the total monthly amount billed to Drug Medi-Cal, **COUNTY** shall retain 15% for Administrative Support Cost and shall pay **CONTRACTOR** 85%.

SIGNATURE PAGE

First Amended Contract for Services of Independent **CONTRACTOR** between the **COUNTY** of Santa Barbara and **Zona Seca, 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

	Ву:
	Chair, Board of Supervisors Date:
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	CONTRACTOR
By: Deputy	By: Tax ID No. 95-2655853
APPROVED AS TO FORM: STEPHEN SHANE STARK COUNTY COUNSEL	APPROVED AS TO FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By: Deputy County Counsel	By: Deputy
APPROVED AS TO FORM: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES JAMES L. BRODERICK, Ph.D. DIRECTOR	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK PROGRAM MANAGER
By: Director	By: Risk Program Manager