

## 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 10-036**, by and between the **County of Santa Barbara** (County) and **Phoenix of Santa Barbara** (Contractor), for the continued provision of **Adult Treatment and Co-occurring 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 – Statement of Work
- B. EXHIBIT A-1 – Statement of Work – Recovery-Oriented Systems of Care
- C. EXHIBIT B - Payment Arrangements
- D. EXHIBIT B-1 – Schedule of Fees
- E. EXHIBIT B-2 – Contractor Budget
- F. EXHIBIT B-3 – Sliding Fee Scale
- G. EXHIBIT C – Standard Indemnification and Insurance Provisions
- H. EXHIBIT BAA – HIPAA Business Associate Agreement
- I. 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 services as described in Section 4 to 76 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 Systems of Care:

#### Exhibit A-1 Statement of Work Recovery-Oriented Systems of Care

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 problems<sup>1</sup>. 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 107 East Micheltorena Street, Santa Barbara, 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 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

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<sup>1</sup> Substance Abuse and Mental Health Services Administration (SAMHSA) “Working Definition of Recovery” available at [http://pfr.samhsa.gov/docs/ROSCs\\_principles\\_elements\\_handout.pdf](http://pfr.samhsa.gov/docs/ROSCs_principles_elements_handout.pdf)

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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 SMART<sup>2</sup> and DTR<sup>3</sup>, 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.

### 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.

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

<sup>3</sup> 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) 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

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termination 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 of Exhibit B, Financial Provisions, 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 \$126978. 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 Rates and Contract Maximum, and replace with the attached.**

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

CONTRACTOR NAME:

Phoenix

FISCAL YEAR: 2009-2010

	Unit	PROGRAM			Total
		Outpatient Treatment	ROSC		
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):			
33-ODF Group	session	3781			3,781
34-ODF Individual	session	337			337
85-SATTA (8 tests = 1 staff hour)	staff hour	35			35
18-Recovery-Oriented Systems of Care	cost reimbursed		\$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		
18-Recovery-Oriented Systems of Care			As Budgeted		
GROSS COST:		\$ 125,978	\$ 10,000		\$135,978
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
A CLIENT FEES		\$ 9,000			\$9,000
B CLIENT INSURANCE					\$0
C CONTRIBUTIONS/GRANTS (includes unsecured)					\$0
D FOUNDATIONS/TRUSTS					\$0
E SPECIAL EVENTS					\$0
F OTHER (LIST): OTHER GOVERNMENT					\$0
OTHER (LIST): INVESTMENT INCOME					\$0
TOTAL CONTRACTOR REVENUES*		\$ 9,000	\$ -		\$9,000
<b>MAXIMUM (NET) CONTRACT AMOUNT:</b>		<b>\$ 116,978</b>	<b>\$ 10,000</b>	<b>\$ -</b>	<b>\$ 126,978</b>
DM/C Administrative Fee (15%) **		\$ 15,000			
DM/C Gross Claim Maximum		\$ 100,000			

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT					
A	Medi-Cal Treatment Services (6241)		\$85,000		\$85,000
B	Medi-Cal Perinatal Services (6242)				\$0
C	Drug Testing SB 233/SATTA (6239)		\$2,350		\$2,350
D	SACPA Treatment Services (6240)				\$0
E	SACPA OTP (6240)		\$21,752		\$21,752
F	ADP Treatment Services - SAPT (6243)				\$0
G	Perinatal Non-Drug Medi-Cal (6244)				\$0
H	Drug Court Services (6246)		\$7,876		\$7,876
I	CalWORKS (6249)				\$0
J	Youth Services (6250)				\$0
K	Prevention Services (6351)				\$0
L	Recovery Oriented System of Care (6243)			\$10,000	\$10,000
<b>TOTAL (SOURCES OF FUNDING)</b>			<b>\$ 116,978</b>	<b>\$ 10,000</b>	<b>\$ -</b>

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 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:

AGENCY NAME: The Phoenix of Santa Barbara  
 COUNTY FISCAL YEAR: 2009-10

LINE	COLUMN#	1	2	3	4	5	6	7
			TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Phoenix House	Mountain House	ADP	4533
		<b>I. REVENUE SOURCES:</b>						
1		Contributions	\$ 85,000	\$ -				
2		Foundations/Trusts		\$ -				
3		Special Events		\$ -				
4		Legacies/Bequests		\$ -				
5		Associated Organizations		\$ -				
6		Membership Dues		\$ -				
7		Program Service Fees	\$ 70,000	\$ 9,000			\$ 9,000	
8		Investment Income		\$ -				
9		ROSC	\$ 10,000	\$ 10,000			\$ 10,000	
10		ADMHS Funding	\$ 971,134	\$ 971,134	\$ 403,973	\$ 482,161	\$ 85,000	
11		Other Government Funding	\$ 55,752	\$ 55,752	\$ 18,020	\$ 15,980	\$ 21,752	
12		Other-Specify	\$ -	\$ -	\$ -	\$ -	\$ -	
13		Residential Board & Care Rent	\$ 243,576	\$ 243,576	\$ 108,000	\$ 135,576		
14		Residential Private Pay	\$ 122,300	\$ 122,300	\$ 61,150	\$ 61,150		
15		Drug Testing	\$ 2,350	\$ 2,350			\$ 2,350	
16		Drug Court	\$ 7,876	\$ 7,876			\$ 7,876	
17		Interest Income	\$ 3,000	\$ -				
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 1,570,988	\$ 1,421,988	\$ 591,143	\$ 694,867	\$ 135,978	\$ -
		<b>I.B. Client and Third Party Revenues:</b>						
19		Medicare		-				
20		Client Fees		-				
21		Insurance		-				
22		SSI		-				
23		Other (specify)		-				
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)		-				
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	1,570,988	1,421,988	591,143	694,867	135,978	-



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LINE #	COLUMN #	1	2	3	4	5	6
		<b>III. DIRECT COSTS</b>	<b>TOTAL AGENCY/ ORGANIZATION BUDGET</b>	<b>COUNTY ADMHS PROGRAMS TOTALS</b>	<b>Phoenix House</b>	<b>Mountain House</b>	<b>ADP</b>
26		Salaries (Complete Staffing Schedule)	687,797	\$ 625,977	\$ 283,754	\$ 252,229	\$ 89,994
27		Employee Benefits	123,975	\$ 117,248	\$ 65,298	\$ 44,450	\$ 7,500
28		Consultants	10,430	\$ 7,190	\$ 3,025	\$ 2,815	\$ 1,350
29		Payroll Taxes	61,241	\$ 49,001	\$ 22,700	\$ 19,481	\$ 6,820
30		Personnel Costs Total (Sum of lines 26 through 29)	\$ 883,443	\$ 799,416	\$ 374,777	\$ 318,975	\$ 105,664
31		Professional Fees	28,000	\$ 22,584	\$ 8,057	\$ 9,620	\$ 4,907
32		Supplies	128,000	\$ 124,454	\$ 52,900	\$ 67,054	\$ 4,500
33		Telephone	16,167	\$ 13,640	\$ 5,900	\$ 6,340	\$ 1,400
34		Postage & Shipping	1,659	\$ 1,285	\$ 450	\$ 500	\$ 335
35		Occupancy (Facility Lease/Rent/Costs)	84,729	\$ 84,729	\$ 4,620	\$ 80,000	\$ 109
36		Rental/Maintenance Equipment	33,693	\$ 30,800	\$ 11,800	\$ 17,500	\$ 1,500
37		Printing/Publications	6,200	\$ 5,200	\$ 2,600	\$ 2,600	\$ -
38		Transportation	5,500	\$ 4,900	\$ 1,800	\$ 1,600	\$ 1,500
39		Conferences, Meetings, Etc	11,690	\$ 5,630	\$ 2,250	\$ 2,250	\$ 1,130
40		Insurance	15,388	\$ 11,806	\$ 5,031	\$ 5,525	\$ 1,250
41		Utilities	30,569	\$ 29,548	\$ 13,043	\$ 14,705	\$ 1,800
42		Office Supplies	9,545	\$ 6,095	\$ 2,050	\$ 2,845	\$ 1,200
43		Community Outreach	5,306	\$ 4,050	\$ 2,100	\$ 1,800	\$ 150
44		Depreciation	81,099	\$ 76,817	\$ 13,494	\$ 57,323	\$ 6,000
45		Other	5,000	\$ 3,600	\$ 1,600	\$ 2,000	\$ -
46		<b>SUBTOTAL DIRECT COSTS</b>	<b>\$ 1,345,988</b>	<b>\$ 1,224,554</b>	<b>\$ 502,472</b>	<b>\$ 590,637</b>	<b>\$ 131,445</b>
		<b>III. INDIRECT COSTS</b>					
47		Administrative Indirect Costs	225,000	\$ 197,434	\$ 88,671	\$ 104,230	\$ 4,533
48		<b>GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)</b>	<b>\$ 1,570,988</b>	<b>\$ 1,421,988</b>	<b>\$ 591,143</b>	<b>\$ 694,867</b>	<b>\$ 135,978</b>

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**SIGNATURE PAGE**

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Phoenix of Santa Barbara.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
Chair, Board of Supervisors  
Date: \_\_\_\_\_

ATTEST:  
MICHAEL F. BROWN  
CLERK OF THE BOARD

**CONTRACTOR**

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Tax Id No .  
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 10-036**

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 ..... Danielle Spahn  
 D6. Telephone ..... (805) 681-5229

K1. Contract Type (check one):  Personal Service  Capital  
 K2. Brief Summary of Contract Description/Purpose ..... Adult Treatment and Co-occurring  
 K3. Contract Amount ..... \$126978  
 K4. Contract Begin Date ..... 7/1/2009  
 K5. Original Contract End Date ..... 6/30/10  
 K6. Amendment History .....

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/09	\$4744		\$126978	6/30/10	Delete SACPA and Add ROSC

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 ..... \$126978  
 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=633270  
 V2. Payee/Contractor Name ..... Phoenix of Santa Barbara  
 V3. Mailing Address ..... 107 E. Micheltorena St.  
 V4. City, State (two-letter) Zip (include +4 if known) ..... Santa Barbara, CA 93101  
 V5. Telephone Number ..... 8059653434  
 V6. Contractor's Federal Tax ID Number (EIN or SSN) ..... 23-7220562  
 V7. Contact Person ..... John Turner, MFT, Executive  
 V8. Workers Comp Insurance Expiration Date ..... 4/1/2010  
 V9. Liability Insurance Expiration Date[s] ..... 8/1/2010  
 V10. Professional License Number ..... DMC#4275  
 V11. Verified by (name of county staff) ..... Danielle Spahn  
 V12. Company Type (Check one): Individual  Sole Proprietorship  Partnership  Corporation

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

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_