

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 11-075**, by and between the **County of Santa Barbara** (County) and **Sanctuary Psychiatric Centers** (Contractor), for the continued provision of **Outpatient treatment services for dual diagnosis clients**.

Whereas, County intends to extend the term of the existing contract through Fiscal Year 11-12 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 contract approved by the County Board of Supervisors in January 2011, 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 Section 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on **July 1, 2011**, and end performance upon completion, but no later than **June 30, 2012**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section "This Agreement Includes" from Agreement, and replace with the following:

THIS AGREEMENT INCLUDES:

- A. EXHIBIT A, A-1, A-3 – 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 E – Program Goals, Outcomes and Measures

III. Delete Exhibit A-2, **Statement of Work – Recovery Oriented System of Care.**

FIRST AMENDMENT

IV. Delete Section 7, Clients/Program Capacity, from Exhibit A-3, Statement of Work – Clean and Sober Drug Court, and replace with the following:

- 7. CLIENTS/PROGRAM CAPACITY.** Contractor shall provide services to drug court participants identified as having co-occurring substance abuse and mental health issues referred by the CSDC Court Team.

Contractor shall provide services to at least two new unduplicated clients during the period of July 1, 2011 through June 30, 2012 in addition to the clients who entered the program between January 1, 2011 and June 30, 2011. Contractor is expected to serve at least 15 unduplicated clients by the conclusion of the grant period.

V. Delete Section II, Maximum Contract Amount, from 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 **\$120685**. 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.

FIRST AMENDMENT

VI. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the following:

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

CONTRACTOR NAME: Sanctuary FISCAL YEAR: 2011-12

	Unit	PROGRAM		
		Treatment Services	Clean & Sober Drug Court (CSDC)	Total
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):		
33-ODF Group	session	3209		3,209
34-ODF Individual	session	341		341
68-SAMHSA CSDC Grant Services	cost reimbursed		\$ 17,955	\$ 17,955
COST PER UNIT/PROVISIONAL RATE:				
33-ODF Group			\$28.69	
34-ODF Individual			\$67.53	
68-SAMHSA CSDC Grant Services			as budgeted	
GROSS COST:		\$ 220,045	\$ 20,655	\$ 240,700
CONTRACTOR: (as depicted in Contractor's Budget)				
CLIENT FEES		\$ 90,000		\$ 90,000
CLIENT INSURANCE				\$ -
CONTRIBUTIONS/GRANTS (includes unsecured)				\$ -
FOUNDATIONS/TRUSTS				\$ -
SPECIAL EVENTS				\$ -
OTHER (LIST): OTHER GOVERNMENT		\$ 12,000		\$ 12,000
OTHER (LIST): TRANSFER FROM RESERVES		\$ 15,315	\$ 2,700	\$ 18,015
TOTAL CONTRACTOR REVENUES*		\$ 117,315	\$ 2,700	\$ 120,015
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 102,730	\$ 17,955	\$ 120,685
DM/C Administrative Fee (15%) **		\$ 12,353		
DM/C Gross Claim Maximum		\$ 82,353		

SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT				
Medi-Cal Treatment Services (6241)		\$ 70,000		\$ 70,000
Medi-Cal Perinatal Services (6242)				\$ -
SACPA Services (6240)		\$ 13,900		\$ 13,900
ADP Treatment Services - SAPT (6243)		\$ 11,950		\$ 11,950
Recovery Oriented System of Care (ROSC) (6243)				\$ -
Perinatal Non-Drug Medi-Cal (6244)				\$ -
SAMHSA SWHF Grant (6244)				\$ -
Drug Court Services (6246)		\$ 6,880		\$ 6,880
SAMHSA MARS Grant (6246)				\$ -
SAMHSA CSDC Grant (6246)			\$ 17,955	\$ 17,955
CalWORKS (6249)				\$ -
Youth Services (6250)				\$ -
TOTAL (SOURCES OF FUNDING)		\$ 102,730	\$ 17,955	\$ 120,685

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).

FIRST AMENDMENT

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

AGENCY NAME: Sanctuary Psychiatric Centers of SB

COUNTY FISCAL YEAR: 2011-12

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	Dual Diagnosis Program	SAMHSA CSDC Grant	Enter PROGRAM NAME (Fac/Prog)
1		Contributions	\$ 200,000	\$ -			
2		Foundations/Trusts	\$ 25,000	\$ -			
3		Special Events		\$ -			
4		Legacies/Bequests		\$ -			
5		Associated Organizations		\$ -			
6		Membership Dues		\$ -			
7		Sales of Materials		\$ -			
8		Investment Income	\$ 15,000	\$ -			
9		Miscellaneous Revenue	\$ 50,000	\$ -			
10		ADMHS Funding	\$ 120,685	\$ 120,685	\$ 102,730	\$ 17,955	
11		Other Government Funding	\$ 12,000	\$ 12,000	\$ 12,000		
12		Rent Income	\$ 525,000	\$ -			
13		Reserve Amortization	\$ 20,000	\$ -			
14		Other (specify)		\$ -			
15		Other (specify)		\$ -			
16		Other (specify)		\$ -			
17		Transfer from Operating Reserves		\$ 18,015	\$ 15,315	\$ 2,700	
18		Total Other Revenue (Sum of lines 1 through 17)	\$ 967,685	\$ 150,700	\$ 130,045	\$ 20,655	\$ -
I.B. Client and Third Party Revenues:							
19		Medicare		-			
20		Client Fees	\$ 1,523,000	90,000	\$ 90,000		
21		Insurance		-			
22		SSI		-			
23		Other (specify)		-			
24		Total Client and Third Party Revenues (Sum of lines 19 through 23)	1,523,000	90,000	90,000	-	-
25		GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	2,490,685	240,700	220,045	20,655	-

FIRST AMENDMENT

III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Dual Diagnosis Program	SAMHSA CSDC Grant	Enter PROGRAM NAME (Fac/Prog)
III.A. Salaries and Benefits Object Level						
26	Salaries (Complete Staffing Schedule)	1,560,000	\$ 120,000	\$ 106,900	\$ 13,100	
27	Employee Benefits	170,000	\$ 12,000	\$ 10,800	\$ 1,200	
28	Consultants	25,000	\$ 5,000	\$ 4,900	\$ 100	
29	Payroll Taxes	117,000	\$ 8,700	\$ 7,750	\$ 950	
30	Salaries and Benefits Subtotal	\$ 1,872,000	\$ 145,700	\$ 130,350	\$ 15,350	\$ -
III.B Services and Supplies Object Level						
31	Professional Fees	35,000	\$ 5,000	\$ 4,500	\$ 500	
32	Supplies	76,185	\$ 5,000	\$ 4,500	\$ 500	
33	Telephone	22,500	\$ -			
34	Postage & Shipping	7,500	\$ 500	\$ 450	\$ 50	
35	Occupancy (Facility Lease/Rent/Costs)	275,000	\$ 9,000	\$ 8,100	\$ 900	
36	Rental/Maintenance Equipment	15,000	\$ 1,000	\$ 900	\$ 100	
37	Printing/Publications	17,500	\$ 2,500	\$ 2,250	\$ 250	
38	Transportation	15,000	\$ 1,000	\$ 900	\$ 100	
39	Conferences, Meetings, Etc	10,000	\$ 1,000	\$ 900	\$ 100	
40	Insurance	35,000	\$ 5,750	\$ 5,175	\$ 575	
41	Depreciation Expense	110,000	\$ -			
42	Indirect Costs in excess of 15% limit (non-payable by ADMHS)		\$ 40,000	\$ 39,000	\$ 1,000	
43	Other (specify)		\$ -			
44	Other (specify)		\$ -			
45	Services and Supplies Subtotal	\$ 618,685	\$ 70,750	\$ 66,675	\$ 4,075	\$ -
46	III.C. Client Expense Object Level Total		\$ -			
47	SUBTOTAL DIRECT COSTS	\$ 2,490,685	\$ 216,450	\$ 197,025	\$ 19,425	\$ -
IV. INDIRECT COSTS						
48	Administrative Indirect Costs (limited to 15%)		\$ 24,250	\$ 23,020	\$ 1,230	
49	GROSS DIRECT AND INDIRECT COSTS	\$ 2,490,685	\$ 240,700	\$ 220,045	\$ 20,655	\$ -

FIRST AMENDMENT

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

**COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE
FY 2011-2012**

**ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	10,890	14,710	18,530	22,350	26,170	29,990	33,810	37,630
10	14,490	18,310	22,130	25,950	29,770	33,590	37,410	41,230
15	18,090	21,910	25,730	29,550	33,370	37,190	41,010	44,830
20	21,690	25,510	29,330	33,150	36,970	40,790	44,610	48,430
25	25,290	29,110	32,930	36,750	40,570	44,390	48,210	52,030
30	28,890	32,710	36,530	40,350	44,170	47,990	51,810	55,630
35	32,490	36,310	40,130	43,950	47,770	51,590	55,410	59,230
40	36,090	39,910	43,730	47,550	51,370	55,190	59,010	62,830
45	39,690	43,510	47,330	51,150	54,970	58,790	62,610	66,430
50	43,290	47,110	50,930	54,750	58,570	62,390	66,210	70,030
55	46,890	50,710	54,530	58,350	62,170	65,990	69,810	73,630
60	50,490	54,310	58,130	61,950	65,770	69,590	73,410	77,230
65	54,090	57,910	61,730	65,550	69,370	73,190	77,010	80,830
70	57,690	61,510	65,330	69,150	72,970	76,790	80,610	84,430
75	61,290	65,110	68,930	72,750	76,570	80,390	84,210	88,030
80	64,890	68,710	72,530	76,350	80,170	83,990	87,810	91,630
85	68,490	72,310	76,130	79,950	83,770	87,590	91,410	95,230
90	72,090	75,910	79,730	83,550	87,370	91,190	95,010	98,830

**MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS**

FEE PER VISIT	1	2	3	4	5	6	7	8
5	908	1,226	1,544	1,863	2,181	2,499	2,818	3,136
10	1,208	1,526	1,844	2,163	2,481	2,799	3,118	3,436
15	1,508	1,826	2,144	2,463	2,781	3,099	3,418	3,736
20	1,808	2,126	2,444	2,763	3,081	3,399	3,718	4,036
25	2,108	2,426	2,744	3,063	3,381	3,699	4,018	4,336
30	2,408	2,726	3,044	3,363	3,681	3,999	4,318	4,636
35	2,708	3,026	3,344	3,663	3,981	4,299	4,618	4,936
40	3,008	3,326	3,644	3,963	4,281	4,599	4,918	5,236
45	3,308	3,626	3,944	4,263	4,581	4,899	5,218	5,536
50	3,608	3,926	4,244	4,563	4,881	5,199	5,518	5,836
55	3,908	4,226	4,544	4,863	5,181	5,499	5,818	6,136
60	4,208	4,526	4,844	5,163	5,481	5,799	6,118	6,436
65	4,508	4,826	5,144	5,463	5,781	6,099	6,418	6,736
70	4,808	5,126	5,444	5,763	6,081	6,399	6,718	7,036
75	5,108	5,426	5,744	6,063	6,381	6,699	7,018	7,336
80	5,408	5,726	6,044	6,363	6,681	6,999	7,318	7,636
85	5,708	6,026	6,344	6,663	6,981	7,299	7,618	7,936
90	6,008	6,326	6,644	6,963	7,281	7,599	7,918	8,236

FIRST AMENDMENT

SIGNATURE PAGE

Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and Sanctuary Psychiatric Centers.

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

COUNTY OF SANTA BARBARA

By: _____
JONI GRAY
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
CHANDRA L. WALLAR
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 MANAGER

By _____
Director
Date: _____

By: _____
Date: _____

FIRST AMENDMENT

CONTRACT SUMMARY PAGE

BC 11-075

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 11-12
 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 Outpatient treatment services for
 K3. Contract Amount \$120685
 K4. Contract Begin Date 7/1/2011
 K5. Original Contract End Date 6/30/2011
 K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/2011	\$120685		\$120685	6/30/2012	Renew for FY 11-12

B1. Is this a Board Contract? (*Yes/No*) Yes
 B2. Number of Workers Displaced (*if any*) N/A
 B3. Number of Competitive Bids (*if any*) N/A
 B4. Lowest Bid Amount (*if bid*) N/A
 B5. If Board waived bids, show Agenda Date N/A
 and Agenda Item Number

B6. Boilerplate Contract Text Unaffected? (*Yes / or cite*) Yes
 F1. Encumbrance Transaction Code 1701
 F2. Current Year Encumbrance Amount \$120685
 F3. Fund Number 0049
 F4. Department Number 043
 F5. Division Number (*if applicable*)
 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= 695810
 V2. Payee/Contractor Name Sanctuary Psychiatric Centers
 V3. Mailing Address PO Box 551.
 V4. City, State (two-letter) Zip (include +4 if known) Santa Barbara, CA 93102
 V5. Telephone Number 8055692785
 V6. Contractor's Federal Tax ID Number (*EIN or SSN*)
 V7. Contact Person Barry Schoer Executive Director
 V8. Workers Comp Insurance Expiration Date 4/1/2012
 V9. Liability Insurance Expiration Date[s] G-1/1/2012, P-1/1/2012
 V10. Professional License Number ADP #420026AN
 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: _____