

FIRST AMENDMENT

TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor, referenced as **BC #21-015**, (hereafter First Amended Agreement) is made by and between the **County of Santa Barbara** (County or Department) and **The Salvation Army** (Contractor) for the continued provision of services specified herein.

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County, and County desires to continue to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into a Board Contract for Services of Independent Contractor, referred to as BC #21-015, on June 15, 2021 for the provision of alcohol and drug services and mental health services for the period July 1, 2021 through June 30, 2024 for a total Maximum Contract Amount not to exceed **\$5,450,868**, inclusive of \$65,700 per fiscal year in Mental Health Services (MHS) funding and \$1,751,256 per fiscal year in Alcohol and Drug Program (ADP) funding (Agreement);

WHEREAS, this First Amended Agreement terminates Drug Medi-Cal Organized Delivery System Residential Treatment Services, effective, March 10, 2022, and decreases ADP funding by \$4,670,016 for a new, total Maximum Contract Amount not to exceed \$780,852, inclusive of \$583,752 in ADP funding for FY 21-22 and \$197,100 in MHS funding consisting of \$65,700 per fiscal year, for the period of July 1, 2021 through June 30, 2024 through amendments to the following portions of the Agreement: Standard Terms and Conditions; Exhibit A-2 Statement of Work ADP General Provisions; Exhibit A-3 Statement of Work ADP Residential Treatment Services; Exhibit B Financial Provisions - MHS; Exhibit B Financial Provisions - ADP; Exhibit B-1 ADP Schedule of Rates and Contract Maximum; Exhibit B-2 Entity Budget By Program; Exhibit B-3 ADP Sliding Fee Scale; and Exhibit E Program Goals, Outcomes and Measures; and

WHEREAS, this First Amended Agreement incorporates the terms and conditions set forth in the original Agreement, approved by the County Board of Supervisors on June 15, 2021, except as modified by this First Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Add Section 42 to the Standard Terms and Conditions as follows:

42. The following terms from the instant Standard Terms and Conditions are applicable from July 1, 2022 through March 10, 2022:

Section 35. Court Appearances; Section 36. Mandatory Disclosure; Section 37. Procurement of Recovered Materials; Section 38. Domestic Preferences for Procurements; Section 39. Clean Air Act and Federal Water Pollution Control Act; and Section 40 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

II. Delete the introductory paragraph to Exhibit A-2 Statement of Work: ADP General Provisions appearing on page 24 of the Agreement and replace with the following:

The following terms shall apply to all Alcohol and Drug Programs (“ADP”) operated under this Agreement for Services of Independent Contractor from July 1, 2022 through March 10, 2022.

III. Delete Section 1. Program Summary of Exhibit A-3 Statement of Work: ADP Residential Treatment Services and replace it with the following:

1. PROGRAM SUMMARY.

The Contractor shall provide residential alcohol and other drug (AOD) treatment to assist adult (age 18 and older) clients with a substance use disorder diagnosis to obtain and maintain sobriety (hereafter, “the Program”) from July 1, 2021 and terminating on March 10, 2022. Treatment services will include best practice individual and group counseling, and drug testing. The Program shall be licensed by the Department of Health Care Services (DHCS) for residential treatment and Drug Medi-Cal (DMC) certified to provide Residential Treatment Services with an ASAM designation of Level 3.1, Level 3.5, and Withdrawal Management ASAM Level 3.2. The Program will be located at 423 Chapala St., Santa Barbara, CA 93101.

IV. Delete Section II Maximum Contract Amount of Exhibit B Financial Provisions – MHS and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$780,852**, inclusive of Mental Health funding of **\$197,100** consisting of \$65,700 for FY 21-22, \$65,700 for FY 22-23, and \$65,700 for FY 23-24, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MHS and subject to the provisions in Section I (Payment for Services). 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 the introductory paragraph to Exhibit B Financial Provisions - ADP appearing on page 77 of the Agreement and replace with the following:

This Agreement provides for reimbursement of Alcohol and Drug Program services from July 1, 2022 through March 10, 2022 up to a Maximum Contract Amount, reflected in Section II below and Exhibit B-1-ADP. For all services provided under this Agreement, Contractor will comply with all requirements necessary for reimbursement in accordance with the regulations applicable to the funding sources identified in the Exhibit B-1 ADP, the Intergovernmental Agreement, Contract Number 18-95148, and other applicable Federal, State and local laws, rules, manuals, policies, guidelines and directives.

VI. Delete Section II Maximum Contract Amount of Exhibit B Financial Provisions – ADP and replace it with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$780,852** inclusive of **\$583,752** for FY 21-22 in Alcohol and Drug Program funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. 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 this Agreement nor shall County pay Contractor more than this Maximum Contract Amount for Contractor’s performance hereunder without a properly executed amendment.

VII. Delete Exhibit B-1 – ADP Schedule of Rates and Contract Maximum and replace it with the following:

EXHIBIT B-1-ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to Program described in Exhibit A-3)

Exhibit B-1
Schedule of Rates and Contract Maximum

CONTRACTOR NAME: Salvation Army

FISCAL YEAR: 2021-22

Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	Projected Units of Service	Projected Number of Clients**
Drug Medi-Cal Billable Services	Residential	15	ODS Case Management	15 Minute Unit	93	93	1,697	17
		15	ODS Physician Consultation	15 Minute Unit	94	94	91	1
		15	ODS Recovery Services	15 Minute Unit	95	95	1,042	10
	Residential	5	Level 3.2 Withdrawal Management	Bed Day	109	109	657	28
		5	Level 3.1 Residential Treatment	Bed Day	112	112	1,971	28
Drug Medi-Cal / Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate	
Drug Medi-Cal Billable Services	Residential	15	ODS Group Counseling	15 Minute Unit	91	91	\$70.76	
		15	ODS Individual Counseling	15 Minute Unit	92	92	\$70.76	
		15	ODS Case Management	15 Minute Unit	93	93	\$70.76	
		15	ODS Physician Consultation	15 Minute Unit	94	94	\$148.98	
		15	ODS Recovery Services Individual	15 Minute Unit	95	95	\$70.76	
		15	ODS Recovery Services Group	15 Minute Unit	96	96	\$70.76	
		15	ODS Recovery Services Case Management	15 Minute Unit	97	97	\$70.76	
		15	ODS Recovery Services Monitoring	15 Minute Unit	98	98	\$70.76	
	Residential	5	Level 3.2 Withdrawal Management - Treatment Only	Bed Day	109	109	\$159.64	
		5	Level 3.1 Residential Treatment - Treatment Only	Bed Day	112	112	\$159.64	
		5	Level 3.5 Residential Treatment - Treatment Only	Bed Day	114	114	\$159.64	
Non - Drug Medi-Cal Billable Services	Residential	N/A	Level 3.2 Withdrawal Management - Room & Board	Bed Day	N/A	58	Actual Cost ¹	
		N/A	Level 3.1 Residential Treatment - Room & Board	Bed Day	N/A	58	Actual Cost ¹	
		N/A	Level 3.5 Residential Treatment - Room & Board	Bed Day	N/A	58	Actual Cost ¹	

	Program		TOTAL
	21-22 Residential Treatment		
	(Jul-Oct Only)		
GROSS COST:	\$ 583,752		\$ 583,752
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES			\$ -
CONTRIBUTIONS			\$ -
OTHER (LIST):			\$ -
TOTAL CONTRACTOR REVENUES	\$ -		\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 583,752		\$ 583,752

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal	\$ 435,790		\$ 435,790
Realignment/SAPT - Discretionary	\$ 146,295		\$ 146,295
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment			\$ -
Realignment/SAPT - Primary Prevention			\$ -
CalWORKS	\$ 1,667		\$ 1,667
Other County Funds			\$ -
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 583,752		\$ 583,752
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ -		\$ -
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ -		\$ -
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 583,752		\$ 583,752

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

***Funding sources are estimated at the time of contract execution & may be reallocated at the discretion of the BWell Director or designee based on available funding sources.
**Projected Units of Service and Projected Number of Clients are estimated targets to assist CBO's in recovering full costs. Actual services provided and clients served may vary.
*Rate schedule specific to FY 21-22 only. Rates for subsequent years will be based on the State approved schedule.
¹Rate based on approved costs.

VIII. Delete Exhibit B-2 Entity Budget by Program and replace it with the following:

**Santa Barbara County Department of Behavioral Wellness Contract Budget Packet
Entity Budget By Program**

AGENCY NAME: The Salvation Army, Santa Barbara Hospitality House

COUNTY FISCAL YEAR: 2021-2022

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	7
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	ADP Residential Treatment (Jul 1, 2021 - Oct 31, 2021)	Mental Health
1	Contributions		\$ 110,000	\$ -		
2	Foundations/Trusts		\$ 52,000	\$ -		
3	Miscellaneous Revenue			\$ -		
4	Behavioral Wellness Funding		\$ 1,816,956	\$ 649,452	\$ 583,752	\$ 65,700
5	Other Government Funding		\$ 322,857	\$ -		
6	Private Insurance			\$ -		
7	Federal Probation			\$ -		
8	Other (Gifts-In-Kind)		\$ 13,319	\$ -		
9	Other (Sales To The Public)		\$ 3,844	\$ -		
10	Total Other Revenue		\$ 2,318,976	\$ 649,452	\$ 583,752	\$ 65,700
	I.B Client and Third Party Revenues:					
11	Client Fees		\$ 25,000	-		
12	SSI			-		
13	Other (specify)			-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		\$ 25,000	\$ -	\$ -	\$ -
15	GROSS PROGRAM REVENUE BUDGET		\$ 2,343,976	\$ 649,452	\$ 583,752	\$ 65,700

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	ADP Residential Treatment (Jul-Oct)	Mental Health
	III.A. Salaries and Benefits Object Level				
16	Salaries (Complete Staffing Schedule)	1,148,056	\$ 307,481	\$ 267,122	\$ 40,359
17	Employee Benefits	332,076	\$ 88,173	\$ 76,122	\$ 12,051
18	Consultants	36,000	\$ 12,000	\$ 12,000	
19	Payroll Taxes	294,128	\$ 77,745	\$ 67,462	\$ 10,283
20	Salaries and Benefits Subtotal	\$ 1,810,260	\$ 485,399	\$ 422,706	\$ 62,693
	III.B Services and Supplies Object Level				
21	Equipment Depreciation and Maintenance		\$ -	\$ -	
22	Medical, Dental and Laboratory Supplies		\$ -	\$ -	
23	Membership Dues		\$ -	\$ -	
24	Equipment Rental and Lease		\$ -	\$ -	
25	Clothing and Personal Supplies	1,000	\$ 250	\$ 250	
26	Food	71,999	\$ 18,000	\$ 18,000	
27	Laundry Services and Supplies		\$ -	\$ -	
28	Training	4,703	\$ 1,176	\$ 1,176	
29	Telephone/Communications	6,300	\$ 1,575	\$ 1,575	
30	Depreciation - Structures and Improvements		\$ -	\$ -	
31	Insurance	53,831	\$ 13,458	\$ 13,458	
32	Interest Expense		\$ -	\$ -	
33	Maintenance - Structures, Improvements, and Ground	95,221	\$ 23,805	\$ 23,805	
34	Office Expense	8,450	\$ 2,113	\$ 2,113	
35	Publications and Legal Notices		\$ -	\$ -	
36	Rents & Leases - Land, Structure, and Improvements		\$ -	\$ -	
37	Taxes and Licenses		\$ -	\$ -	
38	Drug Screening and Other Testing	4,800	\$ 1,200	\$ 1,200	
39	Utilities	68,950	\$ 17,237	\$ 17,237	
40	Pharmaceutical		\$ -	\$ -	
41	Professional and Special Services	26,849	\$ 6,712	\$ 6,712	
42	Transportation	1,900	\$ 475	\$ 475	
43	Travel		\$ -	\$ -	
44	Gas, Oil, & Maintenance - Vehicles	10,234	\$ 2,559	\$ 2,559	
45	Rents & Leases - Vehicles		\$ -	\$ -	
46	Depreciation - Vehicles		\$ -	\$ -	
47	Other / Miscellaneous / Supplies	12,000	\$ 3,000	\$ 3,000	
48	Services and Supplies Subtotal	\$ 366,236	\$ 91,559	\$ 91,559	\$ -
49	III.C. Client Expense Object Level Total (Not Medical Reimbursable)		\$ -		
50			\$ -		
51	SUBTOTAL DIRECT COSTS	\$ 2,176,496	\$ 576,958	\$ 514,265	\$ 62,693
52	IV. INDIRECT COSTS				
53	Administrative Indirect Costs (Reimbursement limited to 15%)	167,480	\$ 72,494	\$ 69,487	\$ 3,007
54	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 2,343,976	\$ 649,452	\$ 583,752	\$ 65,700

IX. Add an introductory paragraph to Exhibit B-3-ADP ADP Sliding Fee Scale FY 2021-2024 appearing on page 88 of the Agreement as follows:

This Exhibit B-3 is applicable from July 1, 2022 through March 10, 2022.

X. Delete Exhibit E Program Goals, Outcomes and Measures and replace it with the following.

Exhibit E Program Goals, Outcomes and Measures

MHS SHELTER BED SERVICES		
Program Evaluation		
The Salvation Army		
Program Goal	Outcome	Measure (Shelter Bed Services)
Provide shelter services to mentally ill clients who are homeless, at risk of homelessness or living in substandard housing.	1. Utilization of beds	Minimum of 469 per quarter
Provide shelter services to mentally ill clients who are homeless, at risk of homelessness or living in substandard housing.	2. Coordination on client case plans	100% of clients utilizing MH shelter beds received case plans.

The following ADP Program Goals, Outcomes, and Measures are applicable from July 1, 2022 through March 10, 2022.

ADP Residential Treatment			
Program Goals		Outcomes	Measures
Successful SUD treatment and recovery	1	Clients <u>initiated</u> treatment	80%
	2	Clients immediately <u>dropped out</u> of treatment	<2%
	3	Clients <u>engaged</u> in treatment	60%
	4	Clients primary drug <u>abstinence</u> at discharge	80%
	5	Clients <u>transferred</u> to treatment/lower level of care within 14 days	15%

Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

ADP Withdrawal Management (formerly Detox)			
Program Goals		Outcomes	Measures
Successful SUD treatment and recovery	1	Clients immediately <u>dropped out of</u> treatment	<4%
	2	Clients successfully <u>completed*</u> treatment	50%
	3	Clients primary drug <u>abstinence</u> at discharge	100%
	4	Clients <u>transferred</u> to treatment/lower level of care within 14 days	30%
	5	Clients <u>re-admission</u> within 14 days	95%
	6	Clients <u>re-admission</u> within 30 days	75%

*Detoxification does not constitute complete treatment. A successful detoxification service is measured in part by the engagement of the client in further treatment. Providers are expected to make every effort to refer and connect clients to another level of treatment once they have completed detoxification. For clients who have gone through detoxification, as planned by the provider, and who are being referred for additional treatment services, providers must use discharge code 3 – Left Before Completion with Satisfactory Progress – Referred. Neither discharge code 1 nor discharge code 2 can be used for detoxification discharges.

Behavioral Wellness expects treatment providers to offer clients who have completed treatment Recovery Services (aftercare), when medically necessary. The goal is that 75% of Recovery Services clients will successfully complete their Recovery Services treatment plan.

Contractor and County may amend the program goals, outcomes, and/or measures described in this Exhibit E by agreement. Amendments to this Exhibit E shall be agreed to in writing by Contractor and the Director of the Department of Behavioral Wellness or designee. Such amendments do not alter the Maximum Contract Amount and do not require an amendment to this Agreement.

XI. This First Amended Agreement incorporates the terms and conditions set forth in the original Agreement, approved by the County Board of Supervisors on June 15, 2021, except as modified by this First Amended Agreement. **All other terms shall remain in full force and effect.**

SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **The Salvation Army**.

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

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

THE SALVATION ARMY

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ANTONETTE NAVARRO, LMFT,
DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

GREG MILLIGAN, ARM
RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager