#### 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, referenced as number <u>BC 16-082</u>, by and between the **County of Santa Barbara** (County) and **Mental Health Systems, Inc.** (Contractor), agrees to provide and County agrees to accept the services specified herein.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2015, except as modified by this First Amended Contract;

Whereas, County anticipates that Contractor will provide, at the request of County, a greater number of services than contemplated by the original Agreement, and will incur expenses beyond the value of this Agreement. This amendment adds Alcohol and Drug funds in the amount of \$125,000 to the prior Agreement maximum of \$995,481 for a new Agreement maximum of \$1,120,481 so as to compensate Contractor for the additional services to be rendered under this Agreement through June 30, 2016.

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

I. Delete <u>Exhibit A-1 ADP - Statement of Work, Santa Maria Center for Change</u> and Replace with the following:

# EXHIBIT A-1 ADP STATEMENT OF WORK

## **Santa Maria Center for Change**

1. PROGRAM SUMMARY. The Santa Maria Center for Change Program (hereafter, "the Program") provides outpatient alcohol and other drug (AOD) treatment to assist adult clients to obtain and maintain sobriety. Treatment services will include best practice individual and group counseling and drug testing. The Program shall be licensed by the State as a Non-residential Outpatient Program and certified by the State of California Department of Health Care Service (DHCS) for Drug Medi-Cal Intensive Outpatient Treatment Services. The Program will be located at 201 South Miller Street Suite 107-108, Santa Maria, California.

### 2. PROGRAM GOALS.

- A. Introduce clients to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
- B. Promote client self-sufficiency and empower substance abusers to become productive and responsible members of the community;
- C. Reduce recidivism and increase community safety; and
- For SATC clients, reduce costs associated with criminal case processing and rearrest.

- 3. **SERVICES.** Contractor shall provide:
  - A. **Outpatient Drug Free (ODF)** is treatment/recovery or rehabilitation services provided where the client does not reside in a treatment facility. Clients receive drug abuse or alcoholism treatment services with or without medication, including counseling and/or supportive services. This is also known as nonresidential services [Federal Definition].
    - i. **ODF Group** [Service Code 33] Group counseling means face-to-face contacts in which one or more counselors treat two (2) or more clients, up to a total of twelve (12) clients, at the same time, focusing on the needs of the individuals served, in a 30, 60, or 90 minute session.
    - ii. Contractor shall ensure that each client receives a minimum of two group counseling sessions (minimum 90 minutes per group session) per thirty (30) day period depending on the client's needs and treatment plan or be subject to discharge, as specified in 22 CCR Section 51341.1(d). Group counseling sessions shall focus on short-term personal, family, job/school, and other problems and their relationship to substance abuse or a return to substance abuse. Services shall be provided as scheduled. At least one of the clients in the group session must be DMC eligible to claim DMC reimbursement for the group session.
    - iii. **ODF Individual** [Service Code 34] Individual counseling is face-to-face contact between a client and a therapist or counselor in a 50 minute session. Individual counseling is limited to intake, evaluation, assessment and diagnosis, treatment and discharge planning, collateral services, and crisis intervention, subject to the limitations described in Title 22 CCR Section 51341.1.
  - B. Intensive Outpatient Treatment (IOT) non-perinatal [Service Code 30] IOT services include outpatient counseling and rehabilitation services provided at least three (3) hours per day (180 minutes), three (3) days per week to clients with substance use diagnosis and have severe co-occurring mental health disorders. All IOT clients will be assessed using the Addiction Severity Index (ASI), and shall receive services including:
    - An assessment of each individual's physical condition shall be made within thirty (30) days of admission and documented in the individual's record in one of the following ways:
    - ii. A physical examination by a physician, registered nurse practitioner or physician's assistant according to procedures prescribed by state law to include:
      - a. Formulation of, approval of, or involvement in each DMC individual's plan of care within thirty (30) calendar days from the date of initial service; and
      - b. Evidence of physician's direction must be documented by the physician's signed and dated approval of treatment plan or signed and dated notation indicating concurrence with the plan of treatment in the individual's clinical record. This must occur:

- 1. Within fifteen (15) days of the date the plan was developed;
- 2. Whenever there is a significant change in the treatment plan (i.e., change in mode or modality) of service, problem identification, or focus of treatment); and
- 3. At least once within every ninety (90) days (prior to the start of a new ninety [90] day period) whichever comes first.
- iii. Extensive group and individual counseling and other appropriate activities and services, to include:
  - a. Nine (9) hours per week of scheduled, formalized services shall be available for each program participant. With a minimum of 7 hours per week to be provided in group or individual counseling and the remaining balance of services can include additional formalized services for example: a work program, treatment techniques, urine surveillance, creative recreational activities, and ancillary services; and
  - All Department of Health Care Services (DHCS) provided to the individual
    must occur within the regularly scheduled array of activities. As such, only one
    (1) unit of service may be claimed per day. Exceptions may include
    emergency and crisis visits and must be documented as such in the
    individual's record.
  - iv. Services and the service duration will be delivered based on medical necessity and determination of the appropriate level of care will be based on American Society of Addiction Medicine's (ASAM) Criteria founds at: http://www.asam.org/publications/the-asam-criteria;
  - v. All evaluations will be facilitated by Contractor staff experienced in using Motivational Interviewing (MI);
  - vi. Contractor's licensed Counselor shall lead each client through a biopsychosocial interview and an assessment based upon criteria from the Addiction Severity Index (ASI) and ASAM to aid in the development of a treatment plan;
  - vii. If a client is eligible for services, Contractor shall process admittance and engage client in treatment beginning the following day, within 14 business days of intake;
  - viii. All treatment curriculum utilized by Contractor shall be evidence-based (as defined by SAMHSA's National Registry of Evidence-based Programs and Practices (NREPP)), successfully replicated with similar populations, open access to incorporate new clients at any time, and with materials also available in Spanish; and
  - ix. All groups will be facilitated by a Counselor.

- C. Contractor shall provide ODF, IOT or SATC clients linkage (on-site or by referral) to appropriate specialty and ancillary services, such as mental health services, Medi-Cal enrollment, vocational and educational resources, HIV/AIDS and HCV testing and treatment, primary care services where applicable and appropriate in order to provide an integrated, coordinated and comprehensive treatment experience.
- D. Contractor shall provide drug testing for ODF/IOT/SATC clients as described in the ADMHS Drug Testing Policy and Procedures, and SATC requirements, available at http://cosb.countyofsb.org/admhs/, as applicable:
  - i. Administer random drug screenings per established County practices;
  - ii. Establish procedures which protect against the falsification and/or contamination of any urine samples; and
  - iii. Document urinalysis results in the program participant's file.

# E. For Substance Abuse Treatment Court (SATC):

- Contractor shall provide SATC Treatment Services to Court-referred adults, for whom substance use disorder services are medically necessary consistent with Title 22 CCR Section 51303 and 51341.1, per SATC guidelines;
- ii. Contractor shall participate in a quarterly graduate activity in collaboration with the Court and other treatment contractors;
- iii. Contractor shall attend Court Staffing meetings in the region of Santa Barbara County served by Contractor; and
- iv. Contractor shall attend SATC Core Team and Policy Council meetings and work with ADMHS to develop recommendations, guidelines, and procedures for adult treatment services.
- 4. CLIENTS. Contractor shall provide services as described in Section 3 (Services) to:
  - A. ODF A minimum of 175 clients aged 18 and over, referred by sources described in Section 5.A (Referrals). Contractor shall admit clients with co-occurring disorders where appropriate; and
  - B. IOT A minimum of twenty five (25) clients who meet the following American Society of Addiction Medicine (ASAM) Criteria:
    - i. IOT Treatment services are limited to clients whose treatment needs cannot be met in less intensive outpatient treatment services as evidenced by the following indicators:
      - a. History of one or more unsuccessful treatment episodes in Outpatient Drug Free (ODF) treatment;

- b. A diagnosable co-occurring disorder, included in the treatment plan, that requires a more intensive level of service than ODF; and
- c. Severe substance use disorder as defined by the DSM-5.

#### 5. REFERRALS.

#### A. ODF/SATC:

- Contractor shall receive client referrals from Parole, Probation, schools, Courts, CalWORKs staff, other County agencies, other outpatient contractors, and selfreferrals to include:
  - a. Contractor shall receive client referrals via phone, written referral, or walk in; and
  - b. Referrals (other than self-referrals) shall be accompanied by written documentation.
- ii. Contractor shall contact the referral source within 7 days of being informed by the client of his or her being referred for treatment that the client has been scheduled for an intake appointment, pending Contractor's determination that substance use disorder services are medically necessary, consistent with Title 22 CCR Sections 51303 and 51341.1.

#### B. IOT:

- Referrals will be accepted from, but not limited to, County Outpatient Drug Free (ODF) providers, detox centers, the justice system and mental health providers; and.
- ii. Contractor shall contact the referral source within 5 business days of being informed of referral for treatment that the client has been scheduled for an intake appointment, pending Contractor's determination that substance use disorder services are medically necessary, consistent with Title 22 CCR Sections 51303 and 51341.1.

### 6. ADMISSION PROCESS.

- A. Contractor shall interview client to determine client's appropriateness for the Program.
- B. Admission criteria will be determined by the referral source and/or client's eligibility for payor source.
- C. Contractor shall admit clients referred by sources described in Section 5.A or 5.B (Referrals) unless the client meets one or more conditions specified in Section 7 (Exclusion Criteria), or if space is not available in the Program.

- D. **Admission Packet.** At Contractor's intake meeting with client, Contractor shall complete an admission packet with the following information:
  - i. Consent to Treatment form, Program rules and guidelines, signed by client;
  - ii. Release of information form, signed by client;
- iii. Financial assessment and contract for fees;
- iv. Personal and demographic information of client, as described in State of California Alcohol and/or Other Drug Program Certification Standards, including:
  - a. Social, economic and family background;
  - b. Education;
  - c. Vocational achievements;
  - d. Criminal history, legal status;
  - e. Medical history;
  - f. Drug history;
  - g. Previous treatment; and
- v. Emergency contact information for client.
- E. Contractor shall notify referral source if client is not accepted into the Program, based on Section 7 (Exclusion Criteria), within one business day of receiving the initial referral.
- F. Should space not be available in the Program, Contractor shall place client on a waiting list, and refer client to interim services.
- 7. **EXCLUSION CRITERIA:** On a case-by-case basis, the following may be cause for client exclusion from the program:
  - A. Client threat of or actual violence toward staff or other clients:
  - B. Rude or disruptive behavior that cannot be redirected; or
  - C. Client does not meet medical necessity criteria, consistent with Title 22 CCR Section 51303 and 51341.1.

#### 8. **DOCUMENTATION REQUIREMENTS.**

A. Contractor shall enter all California Outcomes Measurement System (CalOMS) treatment data and all other client data required by County into the County's MIS system no later than seven (7) days after client entry into Program. Contractor shall complete an annual update of the CalOMS treatment data on the anniversary of

client's admission to the Program (for clients in the same treatment service for one year or more), and when the client is discharged from the treatment service.

- B. No later than thirty (30) days after each client's entry into Program, Contractor shall complete the following:
  - Addiction Severity Index (ASI). Contractor shall administer and score ASI. Results of the ASI shall be utilized for treatment and discharge planning. For SATC clients, Contractor shall report the results of the ASI and recommendations to the court; and
  - ii. Treatment Plan. The Treatment Plan must include a statement of the problems to be addressed, the goals to be achieved for each problem, the action steps to be taken, and the target dates that these goals are to be achieved. The Plan shall describe the services to be provided (type and frequency of counseling), the diagnosis (DSM IV, DSM 5, or ICD 10 as determined by State and Federal regulations) and the assignment of a primary counselor. The Plan shall be consistent with the results of the client's ASI. Treatment planning must conform to Title 22 CCR Section 51341.1(h)(2). Contractor shall periodically review and update the Treatment Plan every ninety (90) days, or more frequently as determined medically necessary.

#### 9. **DISCHARGES**.

- A. Contractor shall develop a Discharge Plan for clients prior to discharge, in coordination with the referral source and client, as detailed in the State of California Alcohol and/or Other Drug Program Certification Standards. The Discharge Plan shall include:
  - i. Recommendations for post-discharge, including a comprehensive discharge plan in accordance with 22 CCR Section 51341.1(h)(6) that shall include, but not be limited to, the following: a description of each of the beneficiary's relapse triggers, a plan to assist the beneficiary to avoid relapse when confronted with each trigger, and a support plan;
  - ii. Linkages to other services, where appropriate;
  - iii. Reason for discharge; and
  - iv. Clinical discharge summary.
- B. Contractor shall give client one copy of the Discharge Plan, and place one copy in the client's file.
- C. Contractor shall document discharge information in CalOMS via the County MIS system no later than thirty (30) days following discharge.

- D. Any client that does not receive any service within a 30 day period shall be discharged, as of the date of last services, per CalOMS guidelines. The date of discharge shall be the last face-to-face contact.
- 10. **STAFFING.** Staff will be bilingual and capable of providing treatment services and assessments in Spanish and English.
  - A. IOT: Contractor shall meet the following minimum staffing requirements for IOT services:
    - i. Program Manager (PM) MA, IMF, CATC IV, will oversee the program;
    - ii. Co-occurring capable Counselor one (1) FTE who will conduct assessments and lead treatment groups; and
    - iii. Case Manager (CM) one (1) FTE who will meet weekly with the CM who will provide onsite Medi-Cal enrollment, vocational assistance and linkages to self-sufficiency support such as housing, food, clothing, transportation and medical assistance for both mental and physical health needs.
- II. Delete Section II, <u>Maximum Contract Amount</u>, of <u>Exhibit B ADP</u>, and replace with the following:
  - II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount shall not exceed \$1,120,481 inclusive of \$604,700 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 without a properly executed amendment.

- III. Delete Section II, <u>Maximum Contract Amount</u>, of <u>Exhibit B MH</u>, and replace with the following:
  - **II. MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount shall not exceed \$1,120,481 inclusive of \$515,781 in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH. 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.

IV. Delete Exhibit B-1 ADP, Schedule of Costs and Contract Maximum and replace with the following:

				EXH							
					ADF						
		SCH	EDULE	OF COST A	ND	CONT	RAC	T MAXIM	UM		ı
Out to the Name									F: 137	0045.40	
Contractor Na	Health Syster	ns, i	nc.			Fiscal Year	2015-16				
Drug Medi- Cal /Non Drug Medi- Cal	Service Type	Mode	Servic	Service Description					DMC Service Unit of Function Service Code		County Maximum Allowable Rate
Drug Modi	Day Services	10	Intensiv	e Outpatient	Trea	tment (IC	OT)				
Drug Medi- Cal Billable	Day oct vices	10		- 180 minutes				Session	30	30	\$58.30
Services	Outpatient	15		dividual Coun		ng		Session	80	34	\$66.93 \$27.14
			ODF G	roup Counseli	ing			Session	85	85 33	
						F	PRC	GRAM			
	Santa Maria Tr Maria Center for VE		Outpatient reatment - TS (July - Sept. 30, 2015)	y		TOTAL					
GROSS COS	\$ 586,600	\$ 8,600 \$		32,500	)		\$627,700				
LESS REVE											
PATIENT FE	\$ 23,000							\$ 23,000			
CONTRIBUT								\$ -			
OTHER (LIS		•		•				\$ -			
	TRACTOR RE			\$ 23,000	\$	-	\$	-	\$ -		\$23,000
MAXIMUM C PAYABLE:	\$ 563,600	\$	8,600	\$	32,500	\$ -	\$ -	\$ 604,700			
	SOURCE	S OF A	ADMHS	FUNDING F	OR	MAXIM	UM	CONTRA	CT AMOUN	IT*	
Drug Medi-Ca	\$ 393,200							\$ 393,200			
Realignment/	SAPT - Discre			\$ 170,400	\$	8,600					\$ 179,000
SAMHSA Fed Sept. 30, 201				\$	32,500	)		\$ 32,500			
TOTAL (SOU FUNDING)	\$ 563,600	\$	8,600	\$	32,500			\$ 604,700			
i diddiidd)				\$ 303,000	Ψ	0,000	Ψ	32,300	<u>'                                    </u>		\$ 004,700
CONTRACT	OR SIGNAT	URE:									
STAFF ANA											
FISCAL SE											
	urces are est discretion bas						utic	on and ma	y be realle	ocated	

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

r													
					Sá	anta Barba	ıra County A	lcol	hol, Drug a	nd Mental He	alth Services	Contract Bud	get Packet
									Entity I	Budget By Pr	ogram		
AG	ENCY NAME:	Mental Health S	Syst	ems, Inc.									
	UNTY FISCAL YEAR:												
Gra	y Shaded cells contain	formulas, do no	t ov	erwrite									
LINE#	COLUMN#	ı		2		3	4		5	6	7	8	9
	I. REVENUE SOURCES;			TAL AGENCY/ RGANIZATION BUDGET		UNTY ADMHS PROGRAMS TOTALS	New Heights (381)	Ear	rly Detection and Intervention (E02-001)	Santa Maria Center for Change (E01-001) [1516v2]	Santa Maria Center for Change - ROSC (E01-004)	Outpatient Treatment - VETS (E01-006)	
1	Contributions				\$	-							
2	Foundations/Trusts				\$	-							
3	Special Events				\$	-							
4	•				\$								
5					\$	-							
6	-				\$	-							
7	7 Sales of Materials				\$	-							
8	8 Investment Income				\$	-							
9	Miscellaneous Revenue				\$	-							
10	ADMHS Funding				\$	-							
11	Other Government Funding				\$	-							
12	Other (Medi-CAL/FPP)				\$	491,947	\$ 95,74	7 \$	3,000	\$ 393,200			
13	Other (EPSDT)				\$	-							
14	Other (MHSA - Match)				\$	98,747	\$ 95,74	7 \$	3,000				
15	Other (MHSA/SAPT/Realign	ment)			\$	497,287	\$ 188,93	_			\$ 8,600		
16	Other (Various sources)		\$	71,000,000	\$	-							
	Other (SAMHSA)				\$	32,500						\$ 32,500	
18	Total Other Revenue (Sum of lines 1 through 17)		\$	71,000,000	\$	1,120,481	\$ 380,429	\$	135,352	\$ 563,600	\$ 8,600		\$
	I.B Client and Third Party F	Revenues:											
19	Medicare					-							
20	Client Fees					23,000				\$ 23,000			
21	Insurance					-							
22	SSI												
23	Other (specify)					-							
24	Total Client and Third Party			_		23,000				23,000	_		
	(Sum of lines 19 through 23 GROSS PROGRAM REVEN												
25	(Sum of lines 18 + 24)	OL BUDGET		71,000,000		1,143,481	380,429		135,352	586,600	8,600	32,500	

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET		COUNTY ADMHS PROGRAMS TOTALS		New Heights (381)		Early Detection and Intervention (E02-001)		Santa Maria Center for Change (E01-001) [1516v2]		Santa Maria Center for Change - ROSC (E01-004)		Outpatient Treatment - VETS (E01-006)		0
	III.A. Salaries and Benefits Object Level															
26	Salaries (Complete Staffing Schedule)		28,208,300	\$	610,746	\$	230,198	\$	83,664	\$	274,787	\$	4,503	\$	17,594	
27	Employee Benefits		6,780,500	\$	125,518		\$46,845		\$18,699	\$	55,919	\$	827	\$	3,228	
28	Consultants		3,784,300	\$	2,700					\$	-			\$	2,700	
29	Payroll Taxes		1,391,600	\$	46,721	\$	17,610	\$	6,400	\$	21,021	\$	344	\$	1,346	
30	Salaries and Benefits Subtotal	\$	40,164,700	\$	785,685	\$	294,653	\$	108,763	\$	351,727	\$	5,674	\$	24,868	\$ -
	III.B Services and Supplies Object Level															
31	Professional Fees		71,000	\$	5,340	\$	25	\$	25	\$	5,065	\$	200	\$	25	
32	Supplies		1,576,200	\$	25,248	\$	4,100	\$	600	\$	19,800	\$	123	\$	625	
33	Telephone		866,200	\$	10,920	\$	3,240	\$	540	\$	7,080	\$	60			
34	Postage & Shipping		56,800	\$	1,870	\$	600	\$	50	\$	1,200	\$	20			
35	Occupancy (Facility Lease/Rent/Costs)		4,913,200	\$	75,812					\$	75,090	\$	722			
36	Rental/Maintenance Equipment		766,800	\$	7,853	\$	2,500	\$	250	\$	5,103					
37	Printing/Publications		120,700	\$	325	\$	250	\$	75	\$	-					
38	Transportation		1,057,900	\$	19,340	\$	6,781	\$	2,606	\$	8,999	\$	322	\$	632	
39	Conferences, Meetings, Etc		241,400	\$	4,803	\$	1,191	\$	118	\$	3,494					
40	Insurance		582,200	\$	29,567	\$	8,790	\$	3,229	\$	16,285	\$	259	\$	1,004	
41	Other (Client Transportation/Services)			\$	8,266	\$	4,700			\$	3,156	\$	85	\$	325	
42	Other (General Office Expenditure)		19,035,100	\$	10,465	\$	4,922			\$	3,315	\$	46	\$	277	
43	Other (Client Food)			\$	550	\$	500	\$	50							
44	Other (Urinalysis / Lab Fees)			\$	12,628					\$	12,000			\$	628	
45	Services and Supplies Subtotal	\$	29,287,500	\$	212,987	\$	37,599	\$	9,448	\$	160,587	\$	1,837	\$	3,516	\$ -
46	III.C. Client Expense Object Level Total		1,547,800	\$	-											
47	SUBTOTAL DIRECT COSTS	\$	71,000,000	\$	998,672	\$	332,252	\$	118,211	\$	512,314	\$	7,511	\$	28,384	\$ -
	IV. INDIRECT COSTS															
48	Administrative Indirect Costs (Reimbursement imited to 15%)			\$	144,809	\$	48,177	\$	17,141	\$	74,286	\$	1,089	\$	4116	
49	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$	71,000,000	\$	1,143,481	\$	380,429	\$	135,352	\$	586,600	\$	8,600	\$	32,500	\$ -

# **SIGNATURE PAGE**

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

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

### **COUNTY OF SANTA BARBARA**

	By: JANET WOLF, CHAIR BOARD OF SUPERVISORS
ATTEST: MONA MIYASATO, COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD	Date: CONTRACTOR: MENTAL HEALTH SYSTEMS, INC.
By: Deputy	By:
Date:	Date:
APPROVED AS TO FORM: MICHAEL C. GHIZZONI COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By Deputy County Counsel	By Deputy
RECOMMENDED FOR APPROVAL: ALICE A. GLEGHORN, PHD DIRECTOR, ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK MANAGER
By Director	By: Manager