

FIRST AMENDMENT 2015-2016

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 **BC 16-008**, by and between the **County of Santa Barbara** (County) and **Sanctuary Centers of Santa Barbara, 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 **\$75,000** to the prior Agreement maximum of **\$204,790** for a new Agreement maximum of **\$279,790** 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 Exhibit A1 – Statement of Work - ADP, Outpatient Treatment and Replace with the following:

**EXHIBIT A-1
STATEMENT OF WORK**

Outpatient Treatment

1. **PROGRAM SUMMARY.** The Sanctuary Centers of Santa Barbara, Inc. (hereafter, Contractor") 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 222 West Valerio Street, Santa Barbara, 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
 - D. For SATC clients, reduce costs associated with criminal case processing and re-arrest.

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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:
- i. 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:

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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
 - b. 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.

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- 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):

- i. 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 70 clients per year, 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 fifteen (15) 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;

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- 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:

- i. Contractor shall receive client referrals from Parole, Probation, schools, Courts, CalWORKs staff, other County agencies, other outpatient contractors, and self-referrals 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:

- i. 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.

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- 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.

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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:
 - i. 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.

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- 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. Mental Health Practitioner – one (1) FTE, Master’s Level Mental Health professional, responsible for conducting assessments and provide substance abuse and psychotherapeutic counseling; and
 - ii. Co-occurring capable Counselor - one (1) FTE, responsible for providing substance abuse counseling, case management and lead treatment groups.

II. Delete Section II, Maximum Contract Amount, of Exhibit B ADP, and replace with the following:

II. **MAXIMUM CONTRACT AMOUNT.**

The Maximum Contract Amount shall not exceed **\$279,790** 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 Exhibit B-1 ADP, Schedule of Rates and Contract Maximum, and replace with the following:

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EXHIBIT B-1							
ADP							
SCHEDULE OF RATES AND CONTRACT MAXIMUM							
Contractor Name:		Sanctuary Centers of Santa Barbara, Inc.				Fiscal Year: 2015-16	
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	Day Services	10	Intensive Outpatient Treatment (IOT) non-perinatal - (Group -180 minutes)	Session	30	30	\$58.30
	Outpatient	15	ODF Individual Counseling	Session	80	34	\$66.93
			ODF Group Counseling	Session	85	33	\$27.14
				PROGRAM			
				Treatment Services			TOTAL
GROSS COST:				\$ 381,600			\$381,600
LESS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES				\$ 64,810			\$ 64,810
CONTRIBUTIONS							\$ -
OTHER (LIST):				\$ 37,000			\$ 37,000
TOTAL CONTRACTOR REVENUES				\$ 101,810	\$ -	\$ -	\$101,810
MAXIMUM CONTRACT AMOUNT PAYABLE:				\$ 279,790	\$ -	\$ -	\$ 279,790
SOURCES OF ADMHS FUNDING FOR MAXIMUM CONTRACT AMOUNT**							
Drug Medi-Cal				\$ 216,600			\$ 216,600
Realignment/SAPT - Discretionary				\$ 63,190			\$ 63,190
Realignment/SAPT - Perinatal							\$ -
Realignment/SAPT - Adolescent Treatment							\$ -
Realignment/SAPT - HIV							\$ -
Realignment/SAPT - Primary Prevention							\$ -
SAMHSA Grant - VETS							\$ -
CalWORKS							\$ -
Other County Funds							\$ -
TOTAL (SOURCES OF ADMHS FUNDING)				\$ 279,790	\$ -	\$ -	\$ 279,790
CONTRACTOR SIGNATURE:							
STAFF ANALYST SIGNATURE:							
FISCAL SERVICES SIGNATURE:							
<p>**Funding sources are estimated at the time of contract execution and may be reallocated at ADMHS' discretion based on available funding sources</p>							

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

Santa Barbara County Alcohol, Drug and Mental Health Services Budget By Program

AGENCY NAME: Sanctuary Centers of Santa Barbara, Inc.

COUNTY FISCAL YEAR: FY2015-16

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5
	I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Co-Occurring Disorder/DMC	IOT
1	Contributions		\$ 175,000	\$ -		
2	Foundations/Trusts		\$ 65,000	\$ -		
3	Miscellaneous Revenue		\$ 60,000	\$ -		
4	ADMHS Funding		\$ 279,790	\$ 279,790	\$ 204,790	\$ 75,000
5	Other Government Funding		\$ 12,000	\$ 12,000	\$ 12,000	
6	From Sanctuary Operating Reserves			\$ 35,000	\$ 25,000	\$ 10,000
7	Rental Income		\$ 560,000	\$ -		
8	Investment Income		\$ 10,000	\$ -		
9	Other (specify)			\$ -		
10	Total Other Revenue		\$ 1,161,790	\$ 326,790	\$ 241,790	\$ 85,000
	I.B Client and Third Party Revenues:					
11	Client Fees		\$ 1,600,000	64,810	\$ 64,810	\$ -
12	SSI			-		
13	Other (specify)			-		
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)		1,600,000	64,810	64,810	-
15	GROSS PROGRAM REVENUE BUDGET		2,761,790	391,600	306,600	85,000

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	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Co-Occurring Disorder/DMC	IOT
	III.A. Salaries and Benefits Object Level				
16	Salaries (Complete Staffing Schedule)	1,660,000	\$ 273,500	\$ 216,500	\$ 57,000
17	Employee Benefits	175,628	\$ 28,750	\$ 22,750	\$ 6,000
18	Consultants	41,000	\$ 4,000	\$ 3,000	\$ 1,000
19	Payroll Taxes	144,741	\$ 23,500	\$ 18,500	\$ 5,000
20	Salaries and Benefits Subtotal	\$ 2,021,369	\$ 329,750	\$ 260,750	\$ 69,000
	III.B Services and Supplies Object Level				
21	Professional Fees	51,500	\$ 5,500	\$ 4,000	\$ 1,500
22	Supplies	137,321	\$ 8,300	\$ 5,900	\$ 2,400
23	Telephone	12,250	\$ 1,000	\$ 750	\$ 250
24	Utilities	25,100	\$ 600	\$ 500	\$ 100
25	Facility Costs (Rent/Lease/Mortgage)	252,000	\$ 9,500	\$ 7,500	\$ 2,000
26	Repairs and Maintenance	50,100	\$ 600	\$ 500	\$ 100
27	Printing/Publications	10,150	\$ 650	\$ 500	\$ 150
28	Transportation and Travel	10,500	\$ 2,000	\$ 1,500	\$ 500
29	Depreciation	105,000	\$ -	\$ -	\$ -
30	Insurance	41,000	\$ 4,200	\$ 3,200	\$ 1,000
31	Board and Care (not Medi-Cal reimbursable)	-	\$ -		
32	Conferences/Meetings	10,500	\$ 2,000	\$ 1,500	\$ 500
33	From Sanctuary Operating Reserves	35,000	\$ -		
34	Other (specify)		\$ -		
35	Services and Supplies Subtotal	\$ 740,421	\$ 34,350	\$ 25,850	\$ 8,500
36	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -		
37	SUBTOTAL DIRECT COSTS	\$ 2,761,790	\$ 364,100	\$ 286,600	\$ 77,500
	IV. INDIRECT COSTS				
38	Administrative Indirect Costs (Reimbursement limited to 15%)		\$ 27,500	\$ 20,000	\$ 7,500
39	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 2,761,790	\$ 391,600	\$ 306,600	\$ 85,000

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SIGNATURE PAGE

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

Date: _____

ATTEST:

MONA MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:
SANCTUARY CENTERS OF SANTA BARBARA,
INC.

By: _____
Deputy

Date: _____

By: _____

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