

SECOND AMENDMENT 2010-2011

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second 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 Second Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, the First Amendment approved by the County Board of Supervisors in November 2009, except as modified by this Second 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 Item 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on **July 1, 2010**, and end performance upon completion, but no later than **June 30, 2011**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 13, Compliance with HIPAA, from Agreement, and replace with the following:

13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

III. 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

SECOND AMENDMENT 2010-2011

G. EXHIBIT C – Standard Indemnification and Insurance Provisions

H. EXHIBIT E – Program Goals, Outcomes and Measures

IV. 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 72 clients, aged 18 and over, referred by sources described in Section 6.A. Contractor shall admit clients with co-occurring disorders where appropriate.

V. Delete Section 18, Confidentiality, of Exhibit A, Statement of Work, and replace with the following:

18. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 13 of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

VI. Delete Section 24, Additional Requirements, of Exhibit A, Statement of Work, and replace with the following:

24. **ADDITIONAL PROGRAM REQUIREMENTS**

- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- B. Contractor shall provide a safe, clean and sober environment for recovery.
- C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
- D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.

SECOND AMENDMENT 2010-2011

- E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
- F. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.
- G. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP](#)) [35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#) (SAMHSA) in providing counseling services.
- H. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.

VII. Delete Section II, Maximum Contract Amount, of Exhibit B, 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 \$121090. 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.

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

SECOND AMENDMENT 2010-2011

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

CONTRACTOR NAME:

Phoenix

FISCAL YEAR: 2010-2011

	Unit	PROGRAM			
		Outpatient Treatment	ROSC		Total
DESCRIPTION/MODE/SERVICE FUNCTION:		NUMBER OF UNITS PROJECTED (based on history):			
33-ODF Group	session	3653			3,653
34-ODF Individual	session	326			326
85-SATTA (8 tests = 1 staff hour)	staff hour	34			34
18-Recovery-Oriented Systems of Care	cost reimbursed		\$8,600		
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:		\$ 156,770	\$ 8,600		\$165,370
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)					
A CLIENT FEES		\$ 18,000			\$18,000
B CLIENT INSURANCE					\$0
C CONTRIBUTIONS/GRANTS (includes unsecured)		\$ 26,280			\$26,280
D FOUNDATIONS/TRUSTS					\$0
E SPECIAL EVENTS					\$0
F OTHER (LIST): OTHER GOVERNMENT					\$0
OTHER (LIST): INVESTMENT INCOME					\$0
TOTAL CONTRACTOR REVENUES*		\$ 44,280	\$ -		\$44,280
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 112,490	\$ 8,600	\$ -	\$ 121,090
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)		\$2,020			\$2,020
D SACPA Treatment Services (6240)		\$18,700			\$18,700
E ADP Treatment Services - SAPT (6243)					\$0
F Recovery Oriented System of Care (ROSC) (6243)			\$8,600		\$8,600
G Perinatal Non-Drug Medi-Cal (6244)					\$0
H SAMHSA SWHF Grant (6244)					\$0
I Drug Court Services (6246)		\$6,770			\$6,770
J SAMHSA MARS Grant (6246)					\$0
K CalWORKS (6249)					\$0
L Youth Services (6250)					
M Prevention Services (6351)					
TOTAL (SOURCES OF FUNDING)		\$ 112,490	\$ 8,600	\$ -	\$121,090

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).

SECOND AMENDMENT 2010-2011

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

AGENCY NAME: **The Phoenix of Santa Barbara**

COUNTY FISCAL YEAR: 2010-11

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	Phoenix House	Mountain House	ADP
1	Contributions		\$ 125,000	\$ 89,280	\$ 40,500	\$ 22,500	\$ 26,280
2	Foundations/Trusts			\$ -			
3	Special Events			\$ -			
4	Legacies/Bequests			\$ -			
5	Associated Organizations			\$ -			
6	Membership Dues			\$ -			
7	Program Service Fees		\$ 71,192	\$ 18,000			\$ 18,000
8	Investment Income			\$ -			
9	ROSC		\$ 8,600	\$ 8,600			\$ 8,600
10	ADMHS Funding - MH MC & ADP MC		\$ 971,134	\$ 971,134	\$ 406,145	\$ 479,989	\$ 85,000
11	ADP - SACPA Services		\$ 18,700	\$ 18,700			\$ 18,700
12	Residential - Shelter Plus		\$ 33,745	\$ 37,618	\$ 19,368	\$ 18,250	
13	Residential Board & Care Rent		\$ 241,196	\$ 251,683	\$ 115,355	\$ 136,328	
14	Residential Private Pay		\$ 147,397	\$ 94,628	\$ 49,490	\$ 45,138	
15	Drug Testing		\$ 2,020	\$ 2,020			\$ 2,020
16	Drug Court		\$ 6,770	\$ 6,770			\$ 6,770
17	Interest Income		\$ 1,555	\$ -			
18	Total Other Revenue (Sum of lines 1 through 17)		\$ 1,627,309	\$ 1,498,433	\$ 630,858	\$ 702,205	\$ 165,370
	I.B Client and Third Party Revenues:						
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)		1,627,309	1,498,433	630,858	702,205	165,370

SECOND AMENDMENT 2010-2011

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Phoenix House	Mountain House	ADP
26	Salaries (Complete Staffing Schedule)	782,941	\$ 711,934	\$ 316,826	\$ 297,568	\$ 97,540
27	Employee Benefits	129,836	\$ 119,164	\$ 66,509	\$ 45,487	\$ 7,168
28	Consultants	18,000	\$ 17,480	\$ 8,460	\$ 7,400	\$ 1,620
29	Payroll Taxes	67,333	\$ 61,225	\$ 27,247	\$ 25,590	\$ 8,388
30	Personnel Costs Total (Sum of lines 26 through 29)	\$ 998,110	\$ 909,803	\$ 419,042	\$ 376,045	\$ 114,716
31	Professional Fees	11,225	\$ 10,867	\$ 5,275	\$ 4,582	\$ 1,010
32	Supplies	106,744	\$ 104,838	\$ 51,044	\$ 44,153	\$ 9,641
33	Telephone	14,273	\$ 13,379	\$ 5,742	\$ 6,411	\$ 1,226
34	Postage & Shipping	1,018	\$ 987	\$ 478	\$ 417	\$ 92
35	Occupancy (Facility Lease/Rent/Costs)	77,235	\$ 76,863	\$ 4,550	\$ 72,000	\$ 313
36	Rental/Maintenance Equipment	27,717	\$ 27,353	\$ 13,263	\$ 12,976	\$ 1,114
37	Printing/Publications	5,727	\$ 5,555	\$ 2,692	\$ 2,348	\$ 515
38	Transportation	5,897	\$ 4,828	\$ 2,098	\$ 1,666	\$ 1,064
39	Conferences, Mtgs, Memberships & Dues	10,964	\$ 8,869	\$ 4,083	\$ 3,604	\$ 1,182
40	Insurance	15,388	\$ 14,350	\$ 5,797	\$ 6,194	\$ 2,359
41	Utilities	34,024	\$ 32,435	\$ 13,684	\$ 16,863	\$ 1,888
42	Office Supplies	10,123	\$ 9,933	\$ 4,796	\$ 4,287	\$ 850
43	Community Outreach	11,448	\$ 11,104	\$ 5,380	\$ 4,694	\$ 1,030
44	Depreciation	84,412	\$ 82,687	\$ 14,761	\$ 58,428	\$ 9,498
45	Other - Recruitment	747	\$ 747	\$ 634	\$ 113	\$ -
46	SUBTOTAL DIRECT COSTS	\$ 1,415,052	\$ 1,314,598	\$ 553,319	\$ 614,781	\$ 146,498
	III. INDIRECT COSTS					
47	Administrative Indirect Costs	212,257	\$ 183,835	\$ 77,539	\$ 87,424	\$ 18,872
48	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 1,627,309	\$ 1,498,433	\$ 630,858	\$ 702,205	\$ 165,370

X. Delete Exhibit B-3, Fee Schedule, and replace with the following:

SECOND AMENDMENT 2010-2011

EXHIBIT B-3

COUNTY OF SANTA BARBARA
ALCOHOL & DRUG PROGRAM
FEE SCHEDULE
FY 2010-2011

ANNUAL GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
10	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
15	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
20	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
25	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
30	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
35	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
40	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
45	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
50	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
55	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
60	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
65	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
70	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
75	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
80	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
85	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
90	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

MONTHLY GROSS FAMILY INCOME
NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
10	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
15	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
20	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
25	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
30	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
35	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
40	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
45	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
50	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
55	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
60	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
65	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
70	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
75	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
80	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
85	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
90	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

XI. Delete Exhibit BAA, HIPAA Business Associate Agreement.

SECOND AMENDMENT 2010-2011

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: _____
JANET WOLF
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Tax Id No .
Date: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By _____
Deputy County Counsel
Date: _____

APPROVED AS TO FORM :
ALCOHOL, DRUG, AND MENTAL HEALTH
SERVICES
ANN DETRICK, PH.D.
DIRECTOR

By _____
Deputy
Date: _____

APPROVED AS TO INSURANCE FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By _____
Director
Date: _____

By: _____
Date: _____

SECOND AMENDMENT 2010-2011

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 10-11
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 \$121090
K4. Contract Begin Date 7/1/2010
K5. Original Contract End Date 6/30/10
K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/10	\$121090		\$121090	6/30/2011	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 \$121090
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 4/1/2011
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: _____