



**County of Santa Barbara**  
**BOARD OF SUPERVISORS**  
**Minute Order**

**September 20, 2016**

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**Present:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

BEHAVIORAL WELLNESS

File Reference No. 16-00751

**RE:** Consider recommendations regarding a First Amendment to the Agreement with Greeley Company Inc. for Fiscal Year (FY) 2016-2017, as follows:

a) Approve, ratify and authorize the Chair to execute a First Amendment to the Agreement for Services of Independent Contractor with Greeley Company Inc. (not a local vendor), for the provision of regulatory compliance consulting services, to increase the contract by \$300,000.00 for a maximum contract amount not to exceed \$430,000.00 through June 30, 2017, and

b) Determine that the above actions are government fiscal activities or funding mechanisms which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment, and are therefore not a project under the California Environmental Quality Act (CEQA) pursuant to section 15378(b)(4) of the CEQA guidelines.

**A motion was made by Supervisor Carbajal, seconded by Supervisor Wolf, that this matter be Acted on as follows:**

a) **Approved; Chair to execute; and**

b) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Carbajal, Supervisor Wolf, Supervisor Farr, Supervisor Adam, and Supervisor Lavagnino

## First Amendment 2016-2017

### 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, by and between the County of Santa Barbara (County) and The Greeley Company, LLC. (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**Whereas**, on August 26, 2016, Contractor has adopted a new business name, The Greeley Company, LLC (formerly the Greeley Company, Inc.);

**Whereas**, this First Amended Contract incorporates the terms and conditions set forth in the Contract approved by the County Board of Supervisors in August 2016, except as modified by this First Amended Contract;

**Whereas**, County anticipates that Contractor will provide, at the request of County, additional services than those agreed to in the original Agreement, and will incur expenses beyond the value of this Agreement. So as to compensate Contractor for the additional services to be rendered under this Agreement, this amendment adds funds in the amount of \$300,000 to the previous Total Contract Amount of \$130,000, for a Total Contract Maximum of \$430,000 through June 30, 2017.

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

**I. Add the following to Exhibit A, Statement of Work, Section 2. Objectives:**

**2. OBJECTIVES.**

C. Provide continuity and training to new PHF staff post re-survey.

**II. Add the following to Exhibit A, Statement of Work, Section 3. Services:**

**3. SERVICES.**

G. Conduct a "mock audit" of the PHF against the CMS Conditions of Participation that are currently cited as non-compliant.

H. Document activities in need of improvement and recommended immediate actions to achieve compliance.

I. Provide real-time feedback, coaching and recommendations to staff when issues are identified.

J. Educate clinical, administrative, and operations staff on how to effectively demonstrate their compliance to the CMS survey team.

## First Amendment 2016-2017

- K. Provide a verbal report regarding immediate items for correction that are determined to be non-compliant or not ready.
- L. Provide a written report of findings and recommendations within three (3) business days following completion of the on-site assessment (“mock audit”).

### III. Add the following to Exhibit A, Statement of Work, Section 4. Staffing:

- B. This engagement will be staffed with the following staff members who will provide support during the following days:

- i. Week of 9/19/16:

- Cheryl Jacobs: up to 40 hours (onsite, Monday 9/19/16 – Thursday 9/22/16)

- Lisa Eddy: up to 10 hours (onsite, Monday 9/19/16)

- Gay Howard: up to 10 hours (onsite, Wednesday 9/21/16)

- Dan Ross: up to 10 hours (onsite, Thursday 9/22/16)

- Jill Greer: up to 4 hours (offsite)

- ii. Week of 9/26/16:

- Cheryl Jacobs: up to 40 hours (onsite)

- Lisa Eddy: up to 10 hours (offsite)

- Dan Ross: approximately 2 hours (offsite)

- Jill Greer: approximately 2 hours (offsite)

- iii. Ongoing Support, 10/3/16 through 11/18/16:

- Cheryl Jacobs: up to 40 hours per week (onsite)

- Lisa Eddy: up to 8 hours per week (offsite)

- Dan Ross: up to 40 hours (offsite)

- Jill Greer: up to 40 hours (offsite)

### IV. In Exhibit B, Payment Arrangements, Delete Section 1. Contract Maximum Value, and replace with the following:

- 1. Contract Maximum Value. For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$430,000 without a properly executed amendment.

### V. Add the following to Exhibit B, Payment Arrangements, Section 3. Additional Reimbursements:

- 3. Additional Reimbursements.

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- A. For services contemplated under this First Amendment, County is to pay an additional \$25,000 deposit which will be held and applied at the conclusion of the engagement. The deposit is payable upon receipt and must be received prior to the commencement of the first on-site services contemplated under this First Amendment.

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

**EXHIBIT B-1  
SCHEDULE OF RATES**

<u>Type of Service</u>	<u>Cost Per Unit</u>	<u>Units of Service</u>	<u>Total Maximum Contract Value</u>
Consulting Services: CMS Re-Survey Implementation Support for PHF	\$500  Per hour per consultant for onsite and offsite assistance	Not to exceed contract value	<b>\$430,000</b>
<b>Total Maximum Contract Value not to Exceed:</b> *Inclusive of deposit, travel, meals, accommodations, taxes and out of pocket expenses.			<b>\$430,000</b>

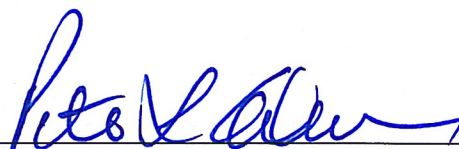
VII. All other terms remain in full force and effect.

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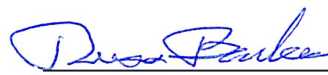
First Amendment to Agreement for Services of Independent Contractor between the County of Santa Barbara and The Greeley Company, LLC.

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

COUNTY OF SANTA BARBARA:

By:   
PETER ADAM  
CHAIR, BOARD OF SUPERVISORS  
Date: 9-20-16

ATTEST:  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 9-20-16


CONTRACTOR:  
The Greeley Company, LLC

By: \_\_\_\_\_  
Authorized Representative  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By:   
Deputy County Counsel

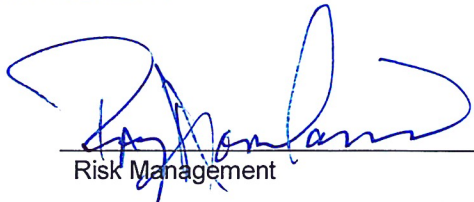
APPROVED AS TO ACCOUNTING FORM:  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

RECOMMENDED FOR APPROVAL:  
ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By:   
Director

APPROVED AS TO FORM:  
RAY AROMATORIO  
RISK MANAGEMENT

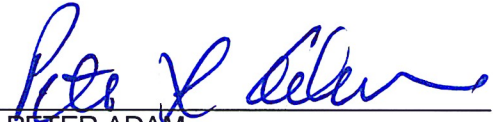
By:   
Risk Management

First Amendment 2016-2017

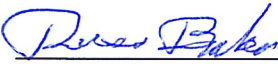
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**COUNTY OF SANTA BARBARA:**

By:   
PETER ADAM  
CHAIR, BOARD OF SUPERVISORS  
Date: 9-20-16

**ATTEST:**  
MONA MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy Clerk  
Date: 9-21-16

**CONTRACTOR:**  
**The Greeley Company, LLC**

By:   
Authorized Representative  
Name: Steven W. Bryant  
Title: President & CEO  
Date: 9/15/16

**APPROVED AS TO FORM:**  
MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

By: \_\_\_\_\_  
Deputy

**RECOMMENDED FOR APPROVAL:**  
ALICE GLEGHORN, PH.D., DIRECTOR  
DEPARTMENT OF BEHAVIORAL  
WELLNESS

By: \_\_\_\_\_  
Director

**APPROVED AS TO FORM:**  
RAY AROMATORIO  
RISK MANAGEMENT

By: \_\_\_\_\_  
Risk Management