

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 **BC 17-077**, by and between the County of Santa Barbara (County) and Good Samaritan Shelter, Inc. (Contractor), wherein 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 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. This amendment adds Case Management services to the Perinatal Statement of Work and VETS funding in the amount of \$6,609 to the prior agreement maximum of \$1,743,529 for a new Agreement maximum of \$1,750,138, so as to compensate Contractor for the additional services to be rendered under this Agreement through June 2017.

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

I. Delete Section 15. I. Nondiscrimination and Institutional Safeguards for Religious Providers, of Exhibit A Alcohol and Drug Program (ADP) Statement of Work and replace with the following:

I. Nondiscrimination and Institutional Safeguards for Religious Providers

In order to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, Contractor is required to submit, to County ADP Program Manager, the "Survey on Ensuring Equal Opportunity for Applicants" form, available from ADP Program Director, to identify if the organization is a religious provider. Contractor shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. If Contractor conducts such activities, it must offer them separately, in time or location, from the programs or services for which it receives funds from the Department. Contractor may not discriminate against a client or prospective client on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice. Contractors identifying as religious organizations shall establish a referral process to a reasonably accessible alternative program for clients who may object to the religious nature of the Contractor's program. Referrals that were made due to the religious nature of the Contractor's program shall be submitted within three (3) days to the County.

II. Delete Section 15. N. Trafficking Victims Protection Act of 2000 (TVPA), of Exhibit A Alcohol and Drug Program (ADP) Statement of Work and replace with the following:

N. Trafficking Victims Protection Act of 2000 (TVPA)

Contractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g),) as amended by Section 1702). The County has the authority to terminate the agreement without penalty within thirty (30) days or to take any other remedial action authorized under Section 7104b(c) of this title, if the Contractor does not comply with TVPA of 2000a and in accordance with Behavioral Wellness Policy and Procedure found at <http://www.countyofsb.org/behavioral-wellness/policies>. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>.

III. Delete Section 3, Services, of Exhibit A-3, Statement of Work, Perinatal Programs and replace with the following:

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 four or more clients, up to a total of ten (10) 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. Case Management Services. Contractor may use limited staff time to facilitate access to and coordination with complementary services identified in client treatment plans. Case management is defined as a service to assist beneficiaries in accessing needed

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medical, educational, social, prevocational, vocational, rehabilitative, and other community services. Case management services include:

- i. Comprehensive assessment and periodic reassessment of individual client needs to determine the need for the continuation of case management services;
- ii. Transition to a higher or lower level of substance use disorder (SUD) care;
- iii. Development and periodic revision of a client plan that includes service activities;
- iv. Communication, coordination, referral, and related activities;
- v. Monitoring service delivery to ensure client access to service and the service delivery system;
- vi. Monitoring the client's progress; and
- vii. Client advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

C. For Perinatal clients only, Contractor shall provide:

- i. **Intensive Outpatient Treatment** [Service Code 30] Intensive Outpatient Treatment services are those that last three or more hours but less than 24 hours, per day, for three or more days per week. This service definition includes Intensive Outpatient Treatment programs which provide counseling and rehabilitation services to individuals with substance abuse impairments. Intensive Outpatient Treatment clients, as described in Section 4.A, participate according to a minimum attendance schedule and have regularly assigned treatment activities.
 - ii. Contractor shall provide perinatal substance abuse/use services to pregnant and postpartum women and their children. Contractor shall provide Intensive Outpatient Treatment model in which women receive treatment a minimum of three hours per day, three days per week. Per 22 CCR Section 51341.1:
 1. Contractor shall provide services that address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, trauma, sexual and physical abuse, and development of parenting skills;
 2. Contractor shall provide mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);
 3. Contractor shall ensure service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).
 4. Contractor shall provide education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
 5. Contractor shall provide coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).
- D. Contractor shall refer clients to ancillary services, vocational, literacy, education, and family counseling where applicable and appropriate.
- E. Contractor shall provide drug testing as described in the Behavioral Wellness Drug Testing Policy and Procedures, and SATC requirements, as applicable.

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- F. Perinatal programs empower women to achieve and maintain clean and sober living, deliver healthy infants, strengthen family units, and lead productive lives. Services are designed to be gender- specific and culturally relevant, and are based on individual needs and demographics.

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,750,138, inclusive of \$1,509,138 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.

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

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,750,138, inclusive of \$241,000 in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section I. Notwithstanding any other provision of this Agreement, in no even shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

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

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Exhibit B-1 Schedule of Rates and Contract Maximum

CONTRACTOR NAME: **Good Samaritan** FISCAL YEAR: **2016-17**

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) - Perinatal	Session	30	30	\$80.78
	Outpatient	15	ODF Individual Counseling	Session	80	34	\$67.38
			ODF Group Counseling	Session	85	33	\$26.23
			ODF Individual Counseling - Perinatal	Session	80	34	\$105.32
			ODF Group Counseling - Perinatal	Session	85	33	\$63.33
Non - Drug Medi-Cal Billable Services	Early Intervention / Secondary Prevention	N/A	Early Intervention	Hours	N/A	18	Actual Cost
			Outreach / Intervention	Hours	N/A	19	Actual Cost
			Intravenous Drug User (IDU or IVDU)	Hours	N/A	20	Actual Cost
			Referrals/ Screening/ Intake	Hours	N/A	21	Actual Cost
			Interim Treatment Services CalWORKs	Hours	N/A	35	Actual Cost
	Residential	N/A	Free-Standing Residential Detoxification	Bed Day	N/A	50	Actual Cost
			Transitional Living Center (Perinatal/Parolee Only)	Bed Day	N/A	56	Actual Cost
			Alcohol/Drug Free Housing (Perinatal/Parolee Only)	Bed Day	N/A	57	Actual Cost
	Ancillary Services	N/A	Perinatal Outreach	Hours	N/A	22	Actual Cost
			Case Management (excluding SACPA clients)	Hours	N/A	68	\$51.84
Transportation (Perinatal/Parolee Only)			Hours	N/A	71	Actual Cost	

* used the same rate as Perinatal Residential Treatment UOS (Daily) \$80.92

56-TLC PN is not DMC Svc -this rate comes from actual costs based on prior cost reports (both locations/beds=costs)

Good Sam FY1617 Program														
	Residential Detox (Santa Maria)	Residential Detox (Lompoc)	Recovery Point (Santa Maria)	ROSC	Project PREMIE (Santa Maria)	Turning Point PN Outpatient (Lompoc)	Transitional Living Centers (Santa Maria)	Transitional Living Centers (Lompoc)	Alcohol and Drug Free Housing (Santa Maria)	Family Treatment Drug Court (Lompoc and Santa Maria)	Lompoc Recovery Center	CASA DE FAMILIA TREATMENT CENTER	VETS Treatment Services (Santa Maria) to 9/30/2016	TOTAL
GROSS COST:	\$ 263,141	\$ 180,800	\$ 284,810	\$ 14,700	\$ 273,900	\$ 286,680	\$ 183,091	\$ 180,000	\$ 534,035	\$ 64,000	\$ 93,000	\$ 83,000	\$ 15,689	\$ 2,456,846
91														
PATIENT FEES	\$ 25,000	\$ 25,000	\$ 15,000		\$ -		\$ 25,000	\$ 20,000	\$ -		\$ 3,000	\$ 3,000		\$ 116,000
CONTRIBUTIONS									\$ -					\$0
OTHER (LIST): Other Govern	\$ 75,000	\$ 26,500	\$ 72,000		\$ 22,000	\$ 22,000	\$ 60,000	\$ 50,000	\$ 474,208		\$ 15,000	\$ 15,000		\$831,708
TOTAL CONTRACTOR REVENUE	\$ 100,000	\$ 51,500	\$ 87,000	\$ -	\$ 22,000	\$ 22,000	\$ 85,000	\$ 70,000	\$ 474,208	\$ -	\$ 18,000	\$ 18,000	\$ -	\$947,708
MAXIMUM CONTRACT AMOUNT	\$ 163,141	\$ 129,300	\$ 197,810	\$ 14,700	\$ 251,900	\$ 264,680	\$ 98,091	\$ 110,000	\$ 59,827	\$ 64,000	\$ 75,000	\$ 65,000	\$ 15,689	\$ 1,509,138
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT**														
Drug Medi-Cal			\$ 146,700		\$ 246,900	\$ 221,100					\$ 67,500	\$ 58,500		\$ 740,700
Realignment/SAPT - Discretionary	\$ 158,080	\$ 107,300	\$ 51,110	\$ 14,700		\$ 4,000				\$ 64,000	\$ 7,500	\$ 6,500		\$ 413,190
Realignment/SAPT - Perinatal		\$ 20,000			\$ 5,000	\$ 39,580	\$ 59,320	\$ 100,000						\$ 223,900
SAMHSA Federal Grant - VETS	\$ 5,061						\$ 6,771		\$ 8,827				\$ 15,689	\$ 36,348
CalWORKS		\$ 2,000					\$ 32,000	\$ 10,000	\$ 51,000					\$ 95,000
Other County Funds														\$ -
TOTAL (SOURCES OF FUND)	\$ 163,141	\$ 129,300	\$ 197,810	\$ 14,700	\$ 251,900	\$ 264,680	\$ 98,091	\$ 110,000	\$ 59,827	\$ 64,000	\$ 75,000	\$ 65,000	\$ 15,689	\$ 1,509,138

CONTRACTOR SIGNATURE:

STAFF ANALYST SIGNATURE:

FISCAL SERVICES SIGNATURE:

*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).

** Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.

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VII. Delete Exhibit B-2, Contract Budget, and replace with the following:

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program																
AGENCY NAME:		Good Samaritan Shelter														
COUNTY FISCAL YEAR:		2016-2017														
Gray Shaded cells contain formulas, do not overwrite																
LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
I. REVENUE SOURCES:		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	CASA DE FAMILIA TREATMENT CENTER	RECOVERY POINT	PROJECT PREMIE	TURNING POINT	LOMPOC RECOVERY CENTER	HOMELESS CLINICIANS	SANTA MARIA EMERGENCY SHELTER	SANTA MARIA TLC	LOMPOC TLC	SANTA MARIA DX	LOMPOC DX	FAMILY TREATMENT DRUG COURT	
1	Contributions	\$ 85,200	\$ -													
2	Foundations/Trusts	\$ 100,000	\$ 50,000							\$ 50,000						
3	Miscellaneous Revenue	\$ 15,000	\$ -													
4	ADMHS Funding	\$ 1,750,138	\$ 1,750,138	\$ 65,000	\$ 213,499	\$ 251,900	\$ 264,680	\$ 75,000	\$ 200,000	\$ 115,527	\$ 98,091	\$ 110,000	\$ 163,141	\$ 129,300	\$ 64,000	
5	Other Government Funding	\$ 2,291,256	\$ 781,708	\$ 15,000	\$ 72,000	\$ 22,000	\$ 22,000	\$ 15,000		\$ 424,208	\$ 60,000	\$ 50,000	\$ 75,000	\$ 26,500		
6	Reserves		\$ -													
7	Other (specify)		\$ -													
8	Other (specify)		\$ -													
9	Other (specify)		\$ -													
10	Total Other Revenue	\$ 4,241,594	\$ 2,581,846	\$ 80,000	\$ 285,499	\$ 273,900	\$ 286,680	\$ 90,000	\$ 200,000	\$ 589,735	\$ 158,091	\$ 160,000	\$ 238,141	\$ 155,800	\$ 64,000	
I.B Client and Third Party Revenues:																
11	Client Fees	\$ 116,000	116,000	\$ 3,000	\$ 15,000			\$ 3,000			\$ 25,000	\$ 20,000	\$ 25,000	\$ 25,000		
12	SSI		-													
13	Rent's	\$ 184,031	-													
14	Total Client and Third Party Revenues (Sum of lines 19 through 23)	300,031	116,000	3,000	15,000	-	-	3,000	-	-	25,000	20,000	25,000	25,000	-	
15	GROSS PROGRAM REVENUE BUDGET	4,541,625	2,697,846	83,000	300,499	273,900	286,680	93,000	200,000	589,735	183,091	180,000	263,141	180,800	64,000	

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III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMNS PROGRAMS TOTALS	CASA DE FAMILIA TREATMENT CENTER	RECOVERY POINT	PROJECT PREMIE	TURNING POINT	LOMPOC RECOVERY CENTER	HOMELESS CLINICIANS	SANTA MARIA EMERGENCY SHELTER	SANTA MARIA TLC	LOMPOC TLC	SANTA MARIA DX	LOMPOC DX	FAMILY TREATMENT DRUG COURT
III.A. Salaries and Benefits Object Level														
Salaries (Complete Staffing Schedule)	2,093,643	\$ 1,320,079	\$ 48,943	\$ 176,048	\$ 140,894	\$ 138,427	\$ 42,342	\$ 120,457	\$ 213,644	\$ 76,999	\$ 69,288	\$ 137,896	\$ 111,662	\$ 43,478
Employee Benefits	376,856	\$ 237,614	\$ 8,810	\$ 31,689	\$ 25,361	\$ 24,917	\$ 7,622	\$ 21,682	\$ 38,456	\$ 13,860	\$ 12,472	\$ 24,821	\$ 20,099	\$ 7,826
Consultants		\$ -												
Payroll Taxes	251,237	\$ 132,008	\$ 4,894	\$ 17,605	\$ 14,089	\$ 13,843	\$ 4,234	\$ 12,046	\$ 21,364	\$ 7,700	\$ 6,929	\$ 13,790	\$ 11,166	\$ 4,348
Salaries and Benefits Subtotal	\$ 2,721,736	\$ 1,689,701	\$ 62,648	\$ 225,342	\$ 180,344	\$ 177,186	\$ 54,198	\$ 154,185	\$ 273,464	\$ 98,559	\$ 88,689	\$ 176,507	\$ 142,927	\$ 55,652
III.B Services and Supplies Object Level														
Auto	25,825	\$ 20,349	306	77	3,704	1,616	0	1,817	5,869	2,331	1,853	1,886	890	
Contracted Services	43,743	\$ 36,401	0	450	6,400	1,025	800	7,676	6,500	5,200	6,300	1,900	150	
Occupancy (Facility Lease/Rent/Costs)	344,680	\$ 184,430	0	600	3,000	31,330	0	0	70,000	37,200	31,300	11,000	0	
Drug Testing	47,221	\$ 41,541	1,100	18,225	5,600	5,080	4,036	0	4,300	0	950	1,450	800	
Education & Training	8,306	\$ 6,827	220	0	2,725	1,400	32	0	0	800	1,400	100	150	
Gov'tl Fees & Charges	7,859	\$ 5,225	4,550	0	0	100	0	0	200	0	100	275	0	
Insurance	46,908	\$ 24,596	0	750	2,900	2,400	1,146	0	8,850	2,100	2,000	2,700	1,750	
Laundry	1,340	\$ 1,310	0	0	0	150	0	0	0	960	200	0	0	
Legal & Accounting	1,420	\$ 700	0	0	0	0	0	0	0	0	700	0	0	
Office Supplies	20,470	\$ 16,155	200	2,625	2,100	2,450	1,930	1,050	2,400	0	950	1,600	850	
Postage	1,279	\$ 250	0	50	0	50	0	0	50	0	50	50	0	
Program Supplies Food	37,892	\$ 18,267	50	60	750	1,050	557	0	7,050	0	1,200	4,800	2,750	
Program Supplies	113,393	\$ 62,700	250	3,350	10,300	5,800	3,550	850	25,000	1,450	3,050	6,900	2,200	
Rental of Buildings	18,786	\$ 18,786	0	0	0	0	11,286	7,500	0	0	0	0	0	
Rental of Equipment	2,605	\$ 2,000	0	650	0	0	0	0	600	0	0	500	250	
Repairs & Maintenance	73,867	\$ 45,685	125	2,800	7,250	4,100	55	55	22,500	2,500	3,800	2,100	400	
Telephone/Internet	34,500	\$ 20,334	0	3,250	3,000	3,050	2,234	500	1,800	3,150	1,600	750	1,000	
Travel Expense	5,437	\$ 3,107	225	250	100	100	61	80	2,000	110	80	50	50	
Util - Electricity	87,361	\$ 47,828	1,000	2,300	5,300	5,600	378	100	19,000	0	5,500	7,400	1,250	
Util - Heat (Gas)	21,026	\$ 9,350	500	0	1,000	1,300	0	0	3,100	1,850	1,300	0	300	
Util - Trash Disposal	1,534	\$ 500	500	0	0	0	0	0	0	0	0	0	0	
Util - Water/Sewer	69,405	\$ 37,231	500	525	3,400	5,500	606	100	8,500	3,000	5,500	8,500	1,100	
Utilities-Cable	5,086	\$ 1,400	0	0	300				350	0		350	400	
Rapid Rehousing Payments	207,560	\$ 51,280							51,280					
Services and Supplies Subtotal	\$ 1,227,503	\$ 656,251	\$ 9,526	\$ 35,962	\$ 57,829	\$ 72,101	\$ 26,671	\$ 19,728	\$ 239,349	\$ 60,651	\$ 67,833	\$ 52,311	\$ 14,290	\$ -
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$ -												
SUBTOTAL DIRECT COSTS	\$ 3,949,239	\$ 2,345,953	\$ 72,174	\$ 261,303	\$ 238,174	\$ 249,287	\$ 80,870	\$ 173,913	\$ 512,813	\$ 159,210	\$ 156,522	\$ 228,818	\$ 157,217	\$ 55,652
IV. INDIRECT COSTS														
Administrative Indirect Costs (Reimbursement limited to 15%)	592,386	\$ 351,893	\$ 10,826	\$ 39,196	\$ 35,726	\$ 37,393	\$ 12,130	\$ 26,087	\$ 76,922	\$ 23,881	\$ 23,478	\$ 34,323	\$ 23,583	\$ 8,348
GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 4,541,625	\$ 2,697,846	\$ 83,000	\$ 300,499	\$ 273,900	\$ 286,680	\$ 93,000	\$ 200,000	\$ 589,735	\$ 183,091	\$ 180,000	\$ 263,141	\$ 180,800	\$ 64,000

VIII. 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 **Good Samaritan Shelter, Inc.**

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: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

GOOD SAMARITAN SHELTER, Inc.

By: _____
Deputy Clerk

Date: _____

By: _____
Authorized Representative

Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

APPROVED AS TO FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Director

By: _____
Risk Management