

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 Contact 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.

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- 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	\$430,000
Total Maximum Contract Value not to Exceed: *Inclusive of deposit, travel, meals, accommodations, taxes and out of pocket expenses.			\$430,000

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: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONTRACTOR:

The Greeley Company, LLC

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