Attachment A: First Amendment to Agreement for Services of Independent Contractor with Good Samaritan Shelter Fiscal Year 2024-2025, BC24048

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between
County of Santa Barbara
and
Good Samaritan Shelter

This is the First Amendment (hereafter referred to as "First Amendment") to Agreement For Services of Independent Contractor, BC 24048 (hereafter Agreement), by and between the County of Santa Barbara (County) and Good Samaritan Shelter (Contractor), for the provision of enhanced treatment services and related recovery and re-entry services; sober living services; shelter beds; withdrawal management services; Recovery Oriented System of Care (ROSC) group services; case management; pretrial services navigation to provide case management and supportive services; services to assist persons in overcoming obstacles to obtaining a valid California Driver's License (CDL); Reentry Early Access and Diversion for You (READY) navigation services to provide case management and supportive services; and Community Service Navigators (CSN) to provide case management and supportive services. Clients served under this Agreement are individuals under the supervision of the Probation Department, including realigned clients and pretrial clients released to the Pretrial Supervision Program (PTS).

WHEREAS, the Agreement is effective through June 30, 2025;

WHEREAS, County and Contractor desire to amend EXHIBIT A, "STATEMENT OF WORK," to add Section XIII; move "Other Requirements for Service Delivery Staff" in its entirety from Section XII to Section XIII; and, add "Care Manager" to Section XII;

WHEREAS, County and Contractor desire to amend section A of EXHIBIT B, "PAYMENT ARRANGEMENTS," to increase the total contract maximum amount to \$2,126,810.00, and replace ATTACHMENT B-1 "SCHEDULE OF FEES" in its entirety;

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on June 25, 2024 (BC 24048);

NOW, THEREFORE, this Agreement is amended as follows:

1. Section XII, of EXHIBIT A, STATEMENT OF WORK, "Other Requirements For Service Delivery Staff" is amended in its entirety to be moved from section XII to the added section XIII, as follows:

XIII. OTHER REQUIREMENTS FOR SERVICE DELIVERY STAFF:

A. Criminal Records Check

- 1. CONTRACTOR shall ensure that all existing and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties do not require their presence at COUNTY locations, shall have a criminal record check. CONTRACTOR shall pay for any and all associated costs of the criminal record check. The criminal record check shall be through one of the local law enforcement agencies and consist of a local law enforcement record check, a California Department of Motor Vehicle check, and a Live Scan submitted to the California Department of Justice (CDOJ). CONTRACTOR shall complete and submit the Staff Records Check form (attached hereto as ATTACHMENT A-1) as appropriate for existing and prospective staff or volunteers to COUNTY within 14 business days of signature or prior to the start of services, whichever is earlier.
- 2. For CONTRACTOR's existing and prospective staff and volunteers performing services as part of, related to, or in connection with this Agreement whose duties require their physical presence at COUNTY locations, COUNTY will conduct a criminal record check.
- 3. CONTRACTOR's prospective staff or volunteer may commence services only after the results of the live scan have been reported to COUNTY and COUNTY deems the person suitable for work pursuant to this Agreement. Failure by CONTRACTOR to comply with the criminal record check requirements may result in withholding of invoice payments until compliant.
- 4. CONTRACTOR shall provide written notice within twenty-four (24) hours of CONTRACTOR's knowledge, of any new criminal law violation by staff, employees and/or volunteers.

B. CLETS Confidentiality

- CONTRACTOR shall certify it has read and is familiar with the contents of Federal Bureau of Investigation (FBI) Security Addendum, the NCIC 200 Operating Manual, the Policy and Reference Manual, the CJIS Security Policy, and Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions (ATTACHMENT A-2) within 14 business days of signature or prior to the start of services, whichever is earlier.
- CONTRACTOR shall ensure that each existing staff and prospective staff and volunteers assigned
 to this Agreement sign the CLETS Private Contractor Management Control Agreement
 (ATTACHMENT A-3) and provide a copy of the signed CLETS Private Contractor Management
 Control Agreement to COUNTY within three (3) business days of signature or prior to the start of
 services, whichever is earlier.
- Failure by CONTRACTOR to comply with the criminal records check requirements, the FBI
 Criminal Justice Information Services Security Addendum, and the CLETS Private Contractor
 Management Control Agreement may result in withholding of invoice payments until compliant.

C. Staff Professional Standards

- 1. CONTRACTOR shall warrant that all employees and volunteers under this contract have background, training, work experience, licenses, and supervision necessary for the performance of services in a manner of, and according to the standards observed by, a practitioner of the same profession and in keeping with all Federal, State, and County Laws. Upon request, CONTRACTOR shall provide to COUNTY copies of permits, licenses, certifications, or other documents certifying the training and qualifications of all new staff, employees and volunteers performing work under this Agreement. Such documentation shall be provided to COUNTY no later than 30 days after the contracted start date.
- 2. CONTRACTOR shall ensure that staff is AOD (alcohol and other drugs) State certified.
- 3. CONTRACTOR shall ensure that staff are culturally proficient with the necessary knowledge, skills, attitudes, and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross cultural settings. Bilingual and multicultural staff are desirable to ensure the workforce reflects the population served.

D. Drugs and Alcohol

1. CONTRACTOR shall not allow the use or possession of drugs, including alcohol, in the workplace or facility.

E. Incident Reporting

- CONTRACTOR shall report the following incidents to COUNTY within 24 hours (excluding holidays and weekends) of occurrence while clients are receiving services under this Agreement:
 - a. Physical confrontation between staff and client, between clients, clients and non-staff, between staff and non-staff, and any threats of violence, including self-inflicted violence.
 - b. Any law violation.
 - c. Possession of any illegal drugs, paraphernalia, weapons, or other contraband.
 - d. Failure or refusal to participate in or receive services.
 - e. Participant discharge or disqualification, exclusion, or termination from receiving services and reasons for the discharge or disqualification.

F. Confidentiality

CONTRACTOR agrees to maintain the confidentiality of client records and/or client information pursuant to: HIPAA, Title 42 United States Code (U.S.C.) section 290dd-2; Title 42 Code of Federal Regulations (C.F.R.), Part 2; Title 22 California Code of Regulations (Cal. Code Regs.) section 51009; Welfare & Institutions Code (Welf. & Inst. Code) sections 14100.2 and 5328; Health and Safety Code (Health & Saf. Code) sections 11812 and 11845.5; Civil Code sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Penal Code (Pen. Code) sections 11140, 11142 and 13303. Client records and/or information 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 these services or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

G. Status Report

 CONTRACTOR shall complete the Services Summary Services Worksheet (ATTACHMENT A-4) to include a complete list of client referrals received, services provided, exits, discharge details, and results of any pre-and post-surveys and other pre-and post-measures as identified in Attachment A-4.

H. Aggregate Outcomes

 CONTRACTOR must be mindful of and work toward the following aggregate outcomes of the READY Program which include: increasing engagement and completion of evidence-based services, reducing or eliminating criminal behavior, reducing days spent in jail, and reducing failures to appear in court.

I. Meetings

- 1. CONTRACTOR shall participate in meetings held by COUNTY or COUNTY's designee and (if applicable) cooperate in data collection and provide data as requested by COUNTY.
- 2. CONTRACTOR shall attend Re-entry Steering Committee and Quality Assurance (RSC-QA) meetings held by the Santa Barbara County Probation Department. CONTRACTOR shall make efforts to attend at least 4 RSC-QA meetings during the contract year. The RSC-QA is a standing committee of the Community Corrections Partnership and includes regular quality assurance updates provided by Probation Department staff relevant to the delivery of services contracted for in this Agreement.
- 3. CONTRACTOR shall participate in annually held resource fairs organized by local community-based organizations to share information with probation clients about available services in the community
- 4. CONTRACTOR shall participate in monthly (In-Person) meetings at the Probation Report and Resource Center to share information, address issues, and identify opportunities to improve service provision to clients.

J. Training

- 1. CONTRACTOR shall ensure all employees maintain a valid First Aid and CPR certification.
- 2. CONTRACTOR staff performing work under this Agreement shall participate in at least one (1) training session on Evidence-Based Practices (EBPs) and at no cost to COUNTY. Training sessions

relevant to EBPs should ideally cover at least one (1) of the eight (8) criminogenic needs that have been identified through research as factors that are predictive of committing crimes. The training session(s) shall be pre-approved by COUNTY. CONTRACTOR shall provide documentation to COUNTY of staff's attendance at the EBP training session(s).

- 3. CONTRACTOR staff performing work under this agreement shall participate in at least one (1) training per year on Implicit Bias in addition to any training required for the intervention curriculum.
- K. Fidelity Measures (These measures apply to sections I through IX)
 - 1. CONTRACTOR shall complete a self-administered assessment of at least one (1) program session within the first three (3) months of the start of the program or intervention. COUNTY shall provide CONTRACTOR with the self-assessment template. The completed assessment shall be submitted to COUNTY by October 31, 2024.
 - CONTRACTOR shall coordinate with a peer organization providing the same services, or having experience providing similar services, to complete an assessment of at least one (1) program session within the first six (6) months of the start of the program or intervention. COUNTY shall provide CONTRACTOR with the peer assessment template. The completed peer assessment shall be submitted to COUNTY by December 31, 2024.
 - 3. CONTRACTOR shall coordinate with Probation staff to complete an on-site assessment of at least one (1) program session within the first nine (9) months of the start of the program and intervention. COUNTY shall complete the on-site assessment and provide to CONTRACTOR by March 31, 2025.
- L. CONTRACTOR and COUNTY agree that immaterial changes to the agreement including authorizing additional services, amending program staffing requirements, amending service locations, and adding program goals, outcomes, and measures and reallocation of funds between funding sources may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement. CONTRACTOR and COUNTY agree that line-item budget changes to Attachment B-1 of the Agreement in an amount not to exceed 10% of the stated line-item budgeted amounts for each service may be authorized by the Chief Probation Officer or designee in writing and will not constitute an amendment to this agreement.

2. Section XII, of EXHIBIT A, STATEMENT OF WORK, is amended in its entirety as follows:

XII. Care Manager

CONTRACTOR shall provide four (4) full-time Care Managers (CM) to provide discharge planning services to clients supervised by the Probation Department, including those released on the Pretrial Supervision Program, and to individuals housed in the jails. Clients are assigned to Care Managers (CM) by the Probation Jail Assessor. A major component of discharge planning services focuses on the coordination of services for clients prior to and upon discharge and the

preparation of a written document to summarize the reentry plan (discharge plan). Discharge planning services include: coordination of comprehensive health risk screenings and assessments; obtaining consent to access and share any needed medical records with community based providers / health plans; coordination and support of delivery of services by the correctional facility clinical staff; residential program screening; coordination of transportation; assist with entitlements such as Medi-Cal, supplemental and disability Social Security, and veterans' benefits; referrals / linkages with Behavioral Health Services (Behavioral Wellness and Public Health); referrals to and coordination with Collaborative Courts, including, but not limited to, Restorative Court, Veterans' Treatment Court, and Mental Health Diversion; coordination with Deputy Probation Officers who monitor the clients upon release; connecting clients to a Pretrial Services Navigator (section VIII) and/or Community Services Navigator (section XI); and ensuring finalization of a reentry care plan, including warm handoffs to community-based providers.

A. Description of Service Component:

- 1. CONTRACTOR shall provide the client and COUNTY with a discharge plan and any forms associated with the plan upon the client's release from jail and shall also provide a copy of the plan to the agencies providing services to the client. The discharge plan must include identified needs in the areas of mental health counseling services, transportation support, substance use disorder treatment, services for the unhoused, social services / housing treatment, basic needs, legal services, medical / healthcare, Cal-AIM linkages, medical eligibility, parenting / family services, Americans with Disabilities Act (ADA), and / or other additional needs. The discharge plan must also include information on services provided while in custody, referrals, dates of appointments, emergency contacts, narrative of what has already been addressed and/or additional information. An example of a Jail Discharge Summary form is attached for reference (Attachment A-5).
- CONTRACTOR shall complete referrals to appropriate Behavioral Health Services (Behavioral Wellness, Public Health, County and non-profit agencies directly involved with Cal-AIM linkages, medical service providers at the jails) and collaborate with them to coordinate follow up appointments for services.
- 3. CONTRACTOR shall manage a caseload of clients assigned by a Probation Jail Assessor; prepare discharge plans; and, prepare narrative and statistical reports regarding clients served and services provided.
- 4. CONTRACTOR shall maintain a written record of all contacts with clients and discharge plans for all clients.
- CONTRACTOR shall coordinate transportation to the Probation Department offices and Probation Reporting and Resource Centers, housing, medical / mental health services appointments and/or to obtain medications.

- 6. CONTRACTOR shall address housing needs and coordinate residential program screenings, including with transitional living programs, shelters, sober living programs, and sobering centers.
- 7. CONTRACTOR shall connect clients to the Behavioral Wellness (Be-Well) Access Line and shall assist the clients with coordination of treatment referrals.
- 8. CONTRACTOR shall assist clients in obtaining valid government-issued identification.
- 9. CONTRACTOR shall assist clients in securing supplemental and disability social security income.
- 10. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
- 11. CONTRACTOR shall collaborate with County, public and non-profit agencies providing services to clients at the jails, such as contracted medical service providers, Public Health, Behavioral Wellness, and the Public Defender's office, on the discharge plan.
- 12. CONTRACTOR shall confirm, by following up with both the client and/or service providers, that the client has attended an initial appointment or engaged in a referred service after release.
- 13. CONTRACTOR shall participate in Multi-Disciplinary Team Meetings with the Santa Barbara County Sheriff's Office (SBSO), the Probation Department, and other County and community partners.
- 14. CONTRACTOR shall notify COUNTY of any changes to staff providing services under this agreement.
- B. Contractor can use these locations to meet clients:
 - 1. Santa Barbara County Jail (North and South locations) or offices provided by CONTRACTOR.
- C. Hours of Service:
 - 1. Daily between 6:00 a.m. and 10:00 p.m.
- D. Treatment Position(s) Title:
 - 1. CARE MANAGER
- E. Qualifications of Position:
 - CONTRACTOR shall ensure that all staff providing services under this Agreement have experience
 in social services with working knowledge of case management systems and planning techniques.
 CONTRACTOR shall also ensure that all staff have experience working with individuals and families
 with mental health and/or legal issues.
 - 2. A Bachelor's Degree in a social services field deemed applicable by CONTRACTOR or a high school diploma in combination with work-related experience is required. Three (3) years of non-profit or

related experience and considerable oral and written communications skills is preferred. Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

- CONTRACTOR shall ensure that staff are culturally proficient with the necessary knowledge, skills, attitudes, and beliefs that enable people to work well with, respond effectively to, and be supportive of people in cross-cultural settings. Bilingual and bicultural staff are desirable to ensure the workforce reflects the population served.
- F. Performance Measures. CONTRACTOR shall meet or exceed the following performance measures:
 - 1. Ensure no less than 90% of referred clients will have a discharge plan at the time of release from jail.
 - 2. Confirm that no less than 90% of clients attended an initial appointment or engaged in a referred service after release.
 - 3. Care Managers shall meet with 75% of clients within two (2) business days, but no later than eight (8) business days, of receiving the assignment from the Probation Jail Assessor.
 - 4. 100% of CONTRACTOR staff will complete a two-day Motivational Interviewing (MI) training course facilitated by a certified MINT (Motivational Interviewing Network of Trainers) within the first three months of their start date, if not previously certified.
 - 5. 100% of CONTRACTOR staff will participate in at least one annual MI training or refresher course facilitated by a MINT certified trainer.
 - 6. Data correlating to these performance measures will be provided to COUNTY on a monthly basis, with first report expected January 1, 2025.
- **3.** Section A of Exhibit B, PAYMENT ARRANGEMENTS, is amended in its entirety as follows:
 - A. For Contractor services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$2,126,810.00.

4. EXHIBIT B, PAYMENT ARRANGEMENTS, Attachment B-1, SCHEDULE OF FEES, is replaced in its entirety as follows:

Agency Name: Good Samaritan Shelter

Agreement Amount: \$ 2,126,810.00

Agreement Term: July 1, 2024 to June 30, 2025

SALARIES AND BENEFITS SUBJECT STATE SUBJECT SU	PROGRAM COMPONENT	FY	2024-25 Rate	FY 2024-25 Hours/Days		FY 2024-25 Budget
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	TOTAL SALARIES, PAYROLL TAXES AND BENEFITS:				\$ \$	99,271.00 353,811.00

			\$	21,800.00
				1,250.00
			\$	2,000.00
			\$	1,000.00
			\$	1,750.00
			\$	3,000.00
			\$	2,500.00
			\$	33,300.00
			\$	47,411.00
			\$	434,522.00
			\$ 1	1,158,006.00
	29.00	780	\$	22,620.00
	29.00	1,040	<u> </u>	30,160.00
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				82,940.00
			\$	40,641.00
			\$	123,581.00
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				3,210.00
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			\$	122,200.00
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Education and Training			\$ 500.00
Program Supplies Computers			\$ 1,500.00
Office Expense (Supplies and Software)			\$ 2,500.00
Phone (Office and Cell Phone)			\$ 600.00
TOTAL OPERATING COSTS:			\$ 29,500.00
ADMINISTRATIVE OVERHEAD (13.4% of Salaries, PT and Benefits Only)			\$ 22,761.00
TOTAL COMMUNITY SERVICES NAVIGATORS AMOUNT NOT TO EXCEED:			\$ 222,119.00
CARE MANAGERS			
SALARIES AND BENEFITS			
Care Manager (40 Hours Per Week)	\$ 33.00	2,080	\$ 68,640.00
Care Manager (40 Hours Per Week)	\$ 33.00	2,080	\$ 68,640.00
Care Manager (40 Hours Per Week)	\$ 33.00	2,080	\$ 68,640.0
Care Manager (40 Hours Per Week)	\$ 33.00	2,080	\$ 68,640.0
Program Supervisor (2 Hours Per Week)	\$ 64.90	104	\$ 6,750.00
TOTAL SALARIES:			\$ 281,310.00
PAYROLL TAXES AND BENEFITS @ 35%			\$ 98,459.0
TOTAL SALARIES, PAYROLL TAXES (PT) AND BENEFITS:			\$ 379,769.0
OPERATING COSTS			
Staff Training, Background and Hiring Costs			\$ 3,000.0
Program Supplies ,Computers and Printers			\$ 8,600.00
Phone and Communication			\$ 2,400.00
Mileage (Reimbursable at IRS Rate; 2,500 Maximum Miles)			\$ 1,675.00
TOTAL OPERATING COSTS:			\$ 15,675.00
ADMINISTRATIVE OVERHEAD (13.4% of Salaries, PT and Benefits Only)			\$ 50,889.00
TOTAL CARE MANAGERS AMOUNT NOT TO EXCEED:			\$ 446,333.00
OTAL GENERAL FUND BUDGET NOT TO EXCEED:			\$ 718,452.00
OTAL CONTRACT AMOUNT NOT TO EXCEED:			\$ 2,126,810.00

5. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for services of Independent Contractor between County of Santa Barbara and Good Samaritan Shelter to be effective on the date executed by COUNTY.

ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	
By: Deputy Clerk	By: Steve Lavagnino, Chair, Board of Supervisors
RECOMMENDED FOR APPROVAL:	Date
PROBATION Signed by:	Good Samaritan Shelter Signed by:
By: Holly L. Burton Holly L. Benton, Chief Department Head	By: Sylvia Barnard Authorized Representative
	Name Sylvia Barnard Title Executive Director
APPROVED AS TO FORM: Rachel Van Mullem Countys Counsel By: Mike Mulon Deputy Counsel	APPROVED AS TO ACCOUNTING FORM: Betsy M. Schaffer, CPA Auditor-Controller By: Deporty 5901943F
APPROVED AS TO FORM: Gregory Milligan, ARM Risk Manager By: Gry Milligan OSFESSF00280486	

Risk Management

Attachment A-5 Santa Barbara County Jail Discharge Summary













Client Name:			PIN	I #	CID#
Booking #	Jail I	Location:			
Jail Release Date:	Assi	gned Discharg	ge Planner		
Primary Language:					
ADA:					
ADA Other:					
ADA Assistance Provided:					
Other Explanation:					
SMI:	CC:	MAT:		SUD:	
BHU @ REFERRAL		BHU @ DIS	CHARGE:		
SERVICES PROVIDED	WHILE IN CUSTODY				
PROVIDE DETAIL:					
		NSPORTATIO	N @ DISCH	AKGE:	
REQUIRED:	RELEASE TO:				
TRANSPORTED TO:					
Ser	vices Referred:			Services Advo	cated:

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Services Status (Check all the apply)

Mental Health/Counseling Services
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:
Ongoing Transportation Support
Transportation Provider:
Destination:
Provide Detail:
Substance Use Disorder Treatment
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:

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Social Services / Benefits Assistance
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:
Housing Services
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:
Services for the Unhoused
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:

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Basic Needs
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:
Legal Services
Appointment Date/Time:
Contact/Location:
Provide Detail:
Medical Health Care
Scope of Services
Appointment Date/Time:
Contact/Location:
Provide Detail:
Establish Cal AIM/Medi-Cal
Appointment Date/Time:
Contact/Location:
Provide Detail:

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Parenting & Family Services				
Appointment Date/Time:				
Contact/Location:				
Provide Detail:				
Further Needs				
Provide Detail:				
Additional Comments/ Special Instructions:				
Client provided 2-1-1 information for additional resources offered by the County of Santa Barbara.				
(https://211santabarbaracounty.org/reentry)				

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Suppor	t Person					
Name:	Relationship					
Phone						
Next Court Date/Time:	Court Jurisdiction					
Location	Department #:					
Parole/I	Probation					
Appointment with Parole/ Probation:						
Parole/Probation Phone:						
Date/Time:						
Location						
Discharge Planner Name:						
Discharge Planner Signature:						
Client Signature:						
Date of Final Completion:						

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