

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
ALCOHOL AND DRUG TREATMENT SERVICES**

Santa Barbara County
Department of Social Services

Second Amendment

This is a *Second Amendment* (*Second Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Good Samaritan Shelter** (CONTRACTOR).

WHEREAS, on September 14, 2021, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 21-124, (Agreement) with CONTRACTOR for the provision of Alcohol and Drug Treatment services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2021, and is set to expire on June 30, 2022;

WHEREAS, on June 14, 2022, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (First Extension Period); and

WHEREAS, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2023, through June 30, 2024 (Second Extension Period).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

The Agreement is amended as follows:

1. Section 4, **TERM**, of the Agreement is amended by adding the following language:

*For the Second Extension Period, CONTRACTOR shall commence performance on **July 1, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures and availability of funding.*

2. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, including **EXHIBIT B-1**, for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-2** for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-3** for the period of July 1, 2023 through June 30, 2024 attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2, **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Section 41, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, is added to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

4. Section II.A of EXHIBIT A, **Statement of Work**, is amended to add the following language:

13. 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; California Welfare & Institutions Code (W&IC) Section 14100.2; California Health and Safety Code (HSC) Sections 11812 and 11845.5; and California Civil Code Sections 56 – 56.37, and 1798.80 – 1798.86. 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 and regulations.

5. Section A of EXHIBIT B, **Payment Arrangements**, is amended to state in its entirety:

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$200,000** for the period of July 1, 2021 through June 30, 2022, not-to-exceed **\$200,000** for the period of July 1, 2022 through June 30, 2023, *and not-to-exceed \$218,500 for the period of July 1, 2023 through June 30, 2024.*

6. Section B of EXHIBIT B, **Payment Arrangements**, is amended to state in its entirety:

- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Schedule of Fees) for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-2** (Schedule of Fees) for the period of July 1, 2022 through June 30, 2023, *and EXHIBIT B-3 (Schedule of Fees) for the period of July 1, 2023 through June 30, 2024*, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, or B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

7. Section C of EXHIBIT B, **Payment Arrangements**, is amended to state in its entirety:

- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall

evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-2** for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-3** (*Schedule of Fees*) for the period of July 1, 2023 through June 30, 2024, as applicable and shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

8. Add **EXHIBIT B-3**, Schedule of Fees, for Fiscal Year 2023/2024 as attached.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

EXHIBIT B-3
SCHEDULE OF FEES

FEE FOR SERVICE BUDGET: July 1, 2023 – June 30, 2024

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Outpatient Individual*	\$220	200	\$44,000
Outpatient Group*	\$66	700	\$46,200
Drug Tests – Full Panel	\$40	1,447	\$57,875
Drug Tests - Laboratory	\$55	375	\$20,625
Maximum Withdrawal Management Bed Day/Residential Treatment* Max rate Treatment Fee	\$180	142	\$25,500
Withdrawal Management/Residential Treatment Bed Day - Board and Care Fee** Max rate	\$50	393	\$19,625
Transitional Shelter Bed Day	\$60	78	\$4,675
MAXIMUM OBLIGATION			\$218,500

If not referred through the County’s Department of Behavioral Wellness Access line.

**All CWS referred clients, including those referred through the Access line.

Actual Residential Treatment and Withdrawal Management rates will vary by location, but rates will not be higher than the maximum listed on this schedule.

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Second Amendment to the Agreement between the **County of Santa Barbara** and **Good Samaritan Shelter**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Good Samaritan Shelter

By: _____
Department Head

By: _____
Authorized Representative

Name: Sylvia Barnard

Title: Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: _____
Risk Management