

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
ALCOHOL AND DRUG TREATMENT SERVICES TO CHILD WELFARE SERVICES CLIENTS**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (*First 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 May 8, 2018, the COUNTY approved the Agreement for Services of Independent Contractor, BC#18-021, (Agreement) with CONTRACTOR for the provision of Alcohol and Drug Treatment Services to Child Welfare Services (CWS) clients;

WHEREAS, the initial term of the Agreement commenced on July 1, 2018, and is set to expire on June 30, 2019; and

WHEREAS, the parties now desire to amend the Agreement to increase the contract amount for the term from July 1, 2018 through June 30, 2019 and to extend the term of the existing Agreement for one additional year commencing on July 1, 2019 through June 30, 2020 (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 Extension Period, CONTRACTOR shall commence performance on *July 1, 2019* and end performance upon completion, but no later than *June 30, 2020*, unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the *second* contract term has an option to renegotiate *one (1)* additional one (1) year renewal without rebidding.

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 REVISED EXHIBIT B-1 for the period of July 1, 2018 through June 30, 2019, and EXHIBIT B-2 for the period of July 1, 2019 through June 30, 2020*, which are 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 in EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Section A.1. of Section II of EXHIBIT A, **DUTIES AND RESPONSIBILITIES**, is amended to state in its entirety:

1. Receive a referral for a substance use/abuse intake assessment from CWS. Verbal referral for the substance use/abuse intake assessment is acceptable. CONTRACTOR will be compensated at the negotiated rate set forth in **REVISED EXHIBIT B-1 or EXHIBIT B-2, as applicable**. Conduct a substance use/abuse intake assessment to determine the best treatment schedule to meet the CWS client's (client) individual needs.

4. Section A of EXHIBIT B 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 \$350,000 for the period of July 1, 2018 through June 30, 2019, and not to exceed \$350,000 for the period of July 1, 2019 through June 30, 2020.*
5. Section B of EXHIBIT B 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 **REVISED EXHIBIT B-1 (Schedule of Fees)** for the period of July 1, 2018 through June 30, 2019, and **EXHIBIT B-2 (Schedule of fees)** for the period of July 1, 2019 through June 30, 2020, as applicable. Invoices submitted for payment that are based upon **REVISED EXHIBIT B-1 or EXHIBIT B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
6. Section C of EXHIBIT B 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 **REVISED EXHIBIT B-1 or EXHIBIT B-2, as applicable** 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.
7. Add **REVISED EXHIBIT B-1**, Schedule of Fees, for Fiscal Year (FY) 2018-2019.
8. Add **EXHIBIT B-2**, Schedule of Fees, for FY 2019-2020.

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

REVISED EXHIBIT B-1

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET JULY 1, 2018 – JUNE 30, 2019

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Outpatient Individual*	\$76	120	\$9,120
Outpatient Group*	\$31	650	\$20,150
Drug Tests – Full Panel	\$25	4500	\$112,500
Drug Tests - Laboratory	\$35	397	\$13,901
Maximum Withdrawal Management Bed Day* Max rate	\$184	181	\$33,304
Withdrawal Management Bed Day - Board and care** Max rate	\$21	500	\$10,500
Maximum Residential Treatment Bed Day (Detox and Perinatal)* Max rate	\$123	175	\$21,525
Maximum Residential Treatment Bed Day– Board and Care** Max rate	\$21	3000	\$63,000
Transitional Shelter Bed Day	\$30	2200	\$66,000
MAXIMUM OBLIGATION			\$350,000
MAXIMUM MONTHLY PAYMENT			\$29,167

EXHIBIT B-2

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET: JULY 1, 2019 - JUNE 30, 2020

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
<i>Outpatient Individual*</i>	\$76	120	\$9,120
<i>Outpatient Group*</i>	\$31	650	\$20,150
<i>Drug Tests – Full Panel</i>	\$25	4500	\$112,500
<i>Drug Tests - Laboratory</i>	\$35	397	\$13,901
<i>Maximum Withdrawal Management Bed Day* Max rate</i>	\$184	181	\$33,304
<i>Withdrawal Management Bed Day - Board and care** Max rate</i>	\$21	500	\$10,500
<i>Maximum Residential Treatment Bed Day (Detox and Perinatal)* Max rate</i>	\$123	175	\$21,525
<i>Maximum Residential Treatment Bed Day– Board and Care** Max rate</i>	\$21	3000	\$63,000
<i>Transitional Shelter Bed Day</i>	\$33	2000	\$66,000
MAXIMUM OBLIGATION			\$350,000
MAXIMUM MONTHLY PAYMENT			\$29,167

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

Good Samaritan Shelter

By: _____
Authorized Representative

Name: Sylvia Barnard

Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer , CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management