

**SECOND 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

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 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 expired on June 30, 2019;

WHEREAS, on June 18, 2019, 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, 2019 through June 30, 2020 (First Extension Period); and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the existing Agreement for one additional year commencing on July 1, 2020 through June 30, 2021 (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, 2020 and end performance upon completion, but no later than June 30, 2021, 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, **EXHIBIT B-2** for the period of July 1, 2019 through June 30, 2020, and **EXHIBIT B-3** for the period of July 1, 2020 through June 30, 2021, 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, EXHIBIT B-2, or EXHIBIT B-3, as applicable**. Conduct a substance use/abuse intake assessment to determine the best treatment schedule to meet the CWS client's (client) individual needs. *The services provided outlined in EXHIBIT B-3, include but are not limited to Outpatient Treatment, Drug Testing, Withdrawal Management and Residential Treatment Programs. Outpatient Treatment provides supportive services including individual counseling, drug and alcohol education, and long-term after-care. Withdrawal Management provides a safe, monitored atmosphere where clients may withdraw from substances and receive the support from recovery staff. Residential Treatment programs provide daily, structured support for individuals that require more than what outpatient treatment can provide. This includes individual and group sessions with alcohol and other drug counselors, case management services to help link clients to ancillary services, treatment planning to help clients set and meet recovery goals, and discharge planning which includes referring clients to a lower level of care.*

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, not to exceed **\$350,000** for the period of July 1, 2019 through June 30, 2020, and not to exceed **\$200,000** for the period of July 1, 2020 through June 30, 2021.

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, **EXHIBIT B-2** (Schedule of fees) for the period of July 1, 2019 through June 30, 2020, and **EXHIBIT B-3** (Schedule of fees) for the period of July 1, 2020 through June 30, 2021, as applicable. Invoices submitted for payment that are based upon **REVISED EXHIBIT B-1, EXHIBIT B-2, or EXHIBIT B-3** 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, EXHIBIT B-2, or EXHIBIT B-3**, 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 **EXHIBIT B-3**, Schedule of Fees, for Fiscal Year 2020-2021.

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, 2020 - JUNE 30, 2021

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Outpatient Individual*	\$76	150	\$11,400
Outpatient Group*	\$31	675	\$20,925
Drug Tests – Full Panel	\$25	2500	\$62,500
Drug Tests - Laboratory	\$35	475	\$16,625
Maximum Withdrawal Management Bed Day* Max rate Treatment Fee This applies to clients NOT referred through the Behavioral Wellness Access line.	\$184	50	\$9,200
Withdrawal Management Bed Day - Board and Care Fee** Max rate This applies to clients referred through the Behavioral Wellness Access line.	\$21	50	\$1,050
Maximum Residential Treatment Bed Day (Detox and Perinatal)* Max rate Treatment Fee This applies to clients NOT referred through the Behavioral Wellness Access line.	\$123	275	\$33,825
Maximum Residential Treatment Bed Day– Board and Care Fee** Max rate This applies to clients referred through the Behavioral Wellness Access line.	\$21	1200	\$25,200
Transitional Shelter Bed Day	\$33	584	\$19,275
MAXIMUM OBLIGATION			\$200,000
MAXIMUM MONTHLY PAYMENT			\$16,667

*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

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Gregg Hart, Chair
Board of Supervisors

Date: 6-2-20

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: 
Paul Lee (May 7, 2020)
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

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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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Gregg Hart, Chair
Board of Supervisors
Date: _____

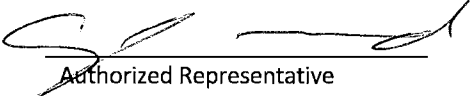
RECOMMENDED FOR APPROVAL:

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 FORM:
Risk Management

By: _____
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy