

**FIRST AMENDMENT**

**TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

County of Santa Barbara

and

Sanctuary Centers of Santa Barbara

This is the First Amendment ("First Amendment") to Agreement For Services of Independent CONTRACTOR, BC 22003 ("Agreement"), by and between the County of Santa Barbara ("COUNTY") and Sanctuary Centers of Santa Barbara ("CONTRACTOR"), for enhanced outpatient mental health treatment services and related recovery and re-entry services for dual-diagnosis persons referred by COUNTY, including realigned offenders under Post-Release Community Supervision (PRCS), Post-Sentence Supervision (PSS), and/or clients under standard supervision in the cities of Santa Barbara, Goleta, Carpinteria and surrounding areas (South County).

**WHEREAS**, the Agreement is effective through June 30, 2023;

**WHEREAS**, COUNTY and CONTRACTOR desire to amend section 4 Term of the Agreement and extend an additional year for services rendered Fiscal Year 23-24 commencing July 1, 2023, and ending no later than June 30, 2024.

**WHEREAS**, COUNTY and CONTRACTOR desire to also amend section A (2) Budget Service Level of EXHIBIT A, "STATEMENT OF WORK," and section A of EXHIBIT B, "PAYMENT ARRANGEMENTS," increasing the total maximum contract amount up to \$101,000.

**WHEREAS**, COUNTY and CONTRACTOR desire to also amend Attachment B-1, "SCHEDULE OF FEES," to revise the schedule of fees increasing SB678 Budget for FY 22-23 by \$6,000 for a FY 22-23 Total SB678 Budget amount of \$21,000 and a FY 22-23 amount not to exceed \$36,000 and revise the schedule of fees to include an additional payment to CONTRACTOR of \$65,000 for services rendered FY 23-24 and increase the Contract budget not to exceed \$101,000.

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, May 17, 2022, BC22003.

**NOW, THEREFORE**, the Agreement is amended as follows:

1. Section 4 of the Agreement is amended to read in its entirety as follows:
  - A. TERM

CONTRACTOR shall commence performance on July 1, 2022, and end performance upon completion, but no later than June 30, 2024, unless otherwise directed by COUNTY or unless earlier terminated.

2. Section A (2) of EXHIBIT A, is amended to read in its entirety, as follows:

- a. FY 22-23 Group therapy sessions: CONTRACTOR shall provide one (1) group therapy session for 90 minutes per week for a total of 52 group therapy sessions at a rate of \$60 per client, per session.
- b. FY 22-23 individual therapy sessions as needed, at rates of \$87 per one (1) hour session.
- c. FY 23-24 Group Therapy sessions: CONTRACTOR shall provide one (1) group therapy session for 90 minutes per week for a total of 52 group therapy sessions at the rate of \$75 per client, per session.
- d. FY 23-24 Individual therapy sessions as needed at a rate of \$108 per client, per one (1) hour session.
- e. FY 22-24 total maximum contract amount is up to \$101,000.

3. 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.

4. Section A of EXHIBIT B is amended to read 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 \$101,000.

5. EXHIBIT B, Attachment B-1, is replaced in its entirety as follows:

## Amended Attachment B-1 Schedule of Fees

### Sanctuary FY22-23 First Amendment and Extension to FY23-24 Agreement BC22003

	FY22-23 * Old Rate Per Hour	FY22-23 Original Budget	FY22-23 1st Amend. Budget	FY22-23 Total 1st Amend. Budget	FY23-24 ** New Rate 60 grp / 90 indv Minutes	FY23-24 Budget	FY22-24 Total Budget
<b>AB109 Budget:</b>							
<i>Out-Patient Co-Occurring Treatment Services</i>							
Group Counseling (\$75.00/per client/per 90-min session)	\$60				\$75		
Individual Counseling (\$108.00/per client/per 60-min session)	\$87				\$108		
<b>Total AB109 Budget:</b>		\$15,000	\$0	\$15,000		\$15,000	\$30,000
<b>SB678 Budget:</b>							
<i>Out-Patient Co-Occurring Treatment Services</i>							
Group Counseling (\$75.00/per client/per 90-min session)	\$60				\$75		
Individual Counseling (\$108.00/per client/per 60-min session)	\$87				\$108		
<b>Total SB678 Budget:</b>		\$15,000	\$6,000	\$21,000		\$50,000	\$71,000
<b>Total First Amendment &amp; Extension Contract Budget Not-to-Exceed:</b>		\$30,000	\$6,000	\$36,000		\$65,000	\$101,000

*\*\* For the FY23-24 contract renewal, Sanctuary has changed its rates to \$108 per client for a 60-minute individual session and \$75 per client for a 90-minute group session.*

5. Ratifications. The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s) thereto. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed, shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the parties hereto and thereto.
  
6. Counterparts. This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to the Agreement for services of Independent CONTRACTOR between County of Santa Barbara and Sanctuary Centers of Santa Barbara to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila LaGuerra  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: Das Williams  
Das Williams, Chair  
Board of Supervisors  
Date 5-2-23

**RECOMMENDED FOR APPROVAL:  
PROBATION**

DocuSigned by:  
By: Holly L. Benton  
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Holly Benton, Chief  
Department Head

**CONTRACTOR:  
Sanctuary Centers**

DocuSigned by:  
By: Barry Schoer  
CE371144F1354BB...  
Authorized Representative

Name Barry Schoer

Title President/CEO

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

DocuSigned by:  
By: Idalia Gomez  
0FF9498BF0794A8...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
By: Robert W Eis IV  
D25019E2AF094BE...  
Deputy

**APPROVED AS TO FORM:**

Gregory Milligan, ARM

DocuSigned by:  
By: Gregory Milligan  
DC2408C1E64247D...  
Risk Management