

Attachment A: First Amendment to Agreement for Services of Independent Contractor with Good Samaritan Shelter Fiscal Year 2023-2024, BC23008

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between
County of Santa Barbara
and
Good Samaritan Shelter

First AMENDMENT

This is the First Amendment (hereafter referred to as “First Amendment”) to Agreement, BC 23008 (hereafter Agreement), by and between the County of Santa Barbara (County) and Good Samaritan Shelter (Contractor), for the provision of substance treatment; sober living services, detoxification and withdrawal management services; Recovery Oriented System of Care (ROSC) group services; case management, pretrial services navigation; and services to assist persons in overcoming obstacles to obtaining a valid California Driver’s License (CDL).

WHEREAS, the Agreement is effective through June 30, 2024;

WHEREAS, County and Contractor desire to amend EXHIBIT A, “STATEMENT OF WORK” to add Section XI, move “Other Requirements for Service Delivery Staff” in its entirety from Section X to Section XI, add “Holistic Reentry Early Access, and Diversion for You, (READY) Pretrial Service Navigator (PSN)” to Section X,

WHEREAS, County and Contractor desire to amend section A of EXHIBIT B, “PAYMENT ARRANGEMENTS” increasing the total contract amount to \$1,130,987.35 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 6, 2023, BC 23008;

NOW, THEREFORE, this Agreement is amended as follows:

- 1. Section X, of EXHIBIT A, STATEMENT OF WORK, “Other Requirements For Service Delivery Staff” is amended in its entirety to be moved from section X to section XI, as follows:**

XI. 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 his/her 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 his/her 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

1. 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.
2. 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.
3. 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 (by July 31, 2023).
2. CONTRACTOR will ensure that staff is AOD (alcohol and other drugs) State certified.
3. CONTRACTOR will 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

1. 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 said discharge or disqualification.

F. Confidentiality

1. 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 290 dd-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

1. 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

1. CONTRACTOR must be mindful of and work toward the following aggregate outcomes of 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 WRAP 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 will 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, 2023
2. CONTRACTOR shall coordinate with a peer organization providing the same, 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, 2023.
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, 2024.

L. Employee COVID-19 Vaccination and Testing Policy:

1. COUNTY hereby notifies CONTRACTOR that COUNTY's Employee COVID-19 Vaccination and Testing Policy applies to this Agreement and is incorporated by reference with the same force and effect as if the policy were specifically set out herein and CONTRACTOR agrees to comply with said policy as may be amended, or CONTRACTOR's own policy that is not less restrictive. The COUNTY's Employee COVID-19 Vaccination and Testing Policy is available at: <https://content.civicplus.com/api/assets/f7db5f2b-3e4e-4ce6-b95a-0c641a1740cb>
2. The following definitions apply to the COUNTY's Employee COVID-19 Vaccination and Testing Policy:
3. "All other workers who regularly perform services" means an individual providing onsite services that are in-person and within close contact (i) to the public on behalf of the County; or (ii) to County employees.
4. "Close contact" means being within six feet of other individuals for a cumulative total of 15 minutes or greater in any twenty-four (24) hour period.

5. "Onsite" means inside any County location, building, facility, whether owned or leased by the County, where County employees regularly perform services or provide services to the public. Onsite does not include locations where services are primarily performed outside, or County leased property if there are no County workers at the location and/or no County services are provided to the public at the location.

M. 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 X, of EXHIBIT A, STATEMENT OF WORK, is amended in its entirety as follows:

- X. Holistic Reentry Early Access, and Diversion for You (READY) Pretrial Service Navigator (PSN)**
CONTRACTOR shall provide one (1) full-time Holistic Reentry Early Access, and Diversion for You (READY) Pretrial Services Navigator (PSN) position to provide case management supportive services for misdemeanor diversion cases to clients incompetent to stand trial (IST) and clients with acute needs, which may include mental health challenges, housing, drug and alcohol issues, or other vulnerabilities. The PSN will assist in the pre-planning for pretrial release from jail, coordinate reentry services in the community upon release, and support individuals to be successful in the community pending resolution of their criminal matter.

A. Description of Service Component:

1. CONTRACTOR's PSN shall attend initial court hearings on behalf of IST clients and clients with acute needs as designated by COUNTY and shall provide information about service coordination to the Court in an effort to facilitate release on pretrial supervision pending criminal proceedings resolution.
2. CONTRACTOR's PSN shall connect clients granted supervised pretrial release to mental health services providers, including providing or coordinating transportation to mental health services appointments and/or obtaining medications, as appropriate.

3. CONTRACTOR's PSN shall maintain ongoing and regular communication with all of the clients' service providers to gather information about services received in order to provide updates at court hearings, as needed, and accompany the client to court.
 4. CONTRACTOR's PSN shall connect appropriate clients who are granted release to substance abuse providers, including coordinating calls to the Behavioral Wellness (Be Well) Access Line and assisting the client with intake and treatment appointments, as appropriate.
 5. CONTRACTOR's PSN shall connect clients who are released to housing, including transportation, and shall coordinate calls to the Be Well Access Line and assist the client with intake and treatment appointments, as appropriate.
 6. CONTRACTOR's PSN shall be trained in and utilize Motivational Interviewing techniques as well as understand the objectives of holistic defense.
 7. CONTRACTOR's PSN will participate in READY staff meetings as requested by READY staff or Public Defender.
 8. CONTRACTOR shall notify COUNTY of any changes to its staff.
 9. CONTRACTOR will provide the client and COUNTY with an Individual Service Plan ("ISP") within one (1) week from the referral date, unless otherwise previously agreed to by COUNTY. Individual Service Plan entails the client's goals, strengths, and linkages to services.
 10. CONTRACTOR shall track the number of clients engaged in evidence-based programs with a community-based organization, client's racial and ethnic disparities, the average number of jail days of READY clients who engage in at least one evidence-based program spent in jail, number of clients that receive comprehensive treatment and support through MDTs for six months or longer and the number of clients who have improved employment and housing measures. CONTRACTOR shall provide this agreed upon data to COUNTY.
- B. Contractor can use these locations to meet clients:
1. CONTRACTOR will provide the location.
- C. Hours of Service:
1. Monday through Friday 8:00 a.m. through 5:00 p.m.
- D. Treatment Position(s) Title:
1. PRETRIAL SERVICE NAVIGATOR
- E. Qualifications of Position:

1. 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 will also ensure that all staff have experience working with individuals and families with mental health and/or legal issues.
2. Bachelor's Degree in a social services field deemed applicable by CONTRACTOR or a high school diploma in combination with work-related experience required. Three (3) years of non-profit or related experience is preferable. Considerable oral and written communication skills. Education may be substituted with experience on a year-by-year basis, in consultation with COUNTY.

F. Performance Measures:

1. READY Navigator will ensure no less than 90% of referred clients will have a discharge plan at the time of release from jail.
2. READY Navigator will ensure no less than 90% of clients will be connected to a minimum of one referred service. (Connected means a warm handoff and assurance that the client has made contact with referred agency or person).
3. READY Navigator will conduct intake on 75% of the referred clients within (1) one business day of receiving a referral from the Public Defender's Office.
4. Data correlating to these performance measures will be provided to COUNTY on a monthly basis, with first report expected March 1, 2024.

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 \$1,130,987.35.

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

**ATTACHMENT B-1
SCHEDULE OF FEES**

AB109 Budget:

Treatment Services
Salaries and Benefits
 Counselor (\$25.50/hr for 25 hrs/week) David
 Counselor (\$26.5/hr. for 20 hrs./week) Cindy
 Counselor (\$25.50/hr for 20 hrs/week) Open
 Program Manager (\$36/hr for 40 hrs/week)
 Total Wages
 Benefits
 Language Stipend
 Total Salaries, Benefits and PR taxes

Operating Costs
 Equip/Office Supplies/ETO/Training (incl. Graduation events)
 Phone
 Admin @ 10% and Personnel Cost Only
Treatment Contract Maximum

AB109 FY 2023-2024		
Rate	Hours / Days	Budget
\$25.50	1300	33,150.00
\$26.50	1040	27,560.00
\$25.50	1040	26,520.00
\$36.00	2080	74,880.00
	5460	162,110.00
40%		64,844.00
		2,080.00
		\$229,034.00
		4,250.00
		960.00
10%		22,903.40
	5460	\$257,147.40

Sober Living Housing

Sober Living - Lompoc
 1 Guaranteed Bed (\$1,216.67 per bed, per month)
 Rate of Additional Beds \$45/Day - 150 days
Sober Living Contract Maximum

\$40.00	365	14,600.00
\$45.00	150	6,750.00
	515	\$21,350.00

Sober Living - Santa Maria
 4 Guaranteed Beds (\$1,216.67 per bed, per month)
 Rate of Additional Beds \$45/Day - 200 Days
Sober Living Contract Maximum

\$40.00	1460	58,400.00
\$45.00	200	9,000.00
	1660	\$67,400.00

Shelter Services - Santa Maria
 Rate / Day (250 Max. Days)
Shelter Services Contract Maximum

\$45.00	250	11,250.00
	250	\$11,250.00

Detox
 Rate / Day 2-Guaranteed Beds
(Treatment and Board and Care) \$200 per night
 Additional Beds \$215 (\$280 Lompoc) per day, 50 days max.
Detox Contract Maximum

\$200.00	730	146,000.00
\$215.00	50	10,750.00
	780	\$156,750.00

ROSC Group
 Rate / per Session (2hr per session)
ROSC Contract Maximum
Sober Living Housing Contract Maximum

\$106.00	104	11,024.00
	104	\$11,024.00
	3309	\$267,774.00

TOTAL AB109 BUDGET

	8769	\$524,921.40
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SB678 Budget:

Salaries and Benefits

Treatment Services

Counselor (\$25.50/hr for 15 hrs/week) David

Counselor (\$26.50/hr for 20 hrs/week) Cyndi

Total Wages

Benefits @ 40%

Total Salaries, Benefits and PR taxes

Operating Costs

Equip/Office Supplies/ETO/Training (including Graduation events)

Phone

Admin @ 10% and Personnel Cost Only

Total Operating Costs

TOTAL SB678 BUDGET

SB 678 FY 2023-2024		
Rate	Hours / Days	Budget
\$25.50	780	19,890.00
\$26.50	1040	27,560.00
	1820	47,450.00
40%		18,980.00
		\$66,430.00
		2,250.00
		960.00
10%		6,643.00
		\$9,853.00
	1820	\$76,283.00

Pre-Trial Navigators (PSN):

Salaries and Benefits

Pre-Trial Services Navigator North County for 40 hrs/week

Pre-Trial Services Navigator North County for 40 hrs/week

Pre-Trial Services Navigator South County for 40 hrs/week

Pre-Trial Services Navigator Manager for 40 hrs/week

Program Supervisor 1hr/week

Total Wages

Taxes and Benefits

Total Salaries, Benefits and PR taxes

Operating Costs

Lease 2 vehicles and Gas, Insurance

General Program Supplies

Contracted Services - IT , Background, Misc

Program Supplies Computers

Office Expense - Supplies and Software

Phone - Office and Cell

Subtotal Operating Costs

Admin @ 10% and Personnel Cost Only

Total Operating Costs

TOTAL PSN BUDGET

PSN FY 2023-2024		
Rate	Hours / Days	Budget
\$26.50	2080	55,120.00
\$26.50	2080	55,120.00
\$27.50	2080	57,200.00
\$33.00	2080	68,640.00
\$49.00	52	2,548.00
	8372	238,628.00
31%		73,974.68
		\$312,602.68
		21,000.00
		2,000.00
		3,000.00
		5,000.00
		6,000.00
		2,520.00
		39,520.00
10%		31,260.27
		\$70,780.27
	8372	\$383,382.95

Unlicensed Driver Diversion Program
 Rate / 3 hours per person, @ 333 number of clients
TOTAL UNLICENSED DRIVER DIVERSION BUDGET

UNLICENSED DRIVER FY 2023-2024		
Rate	No. of Clients	Budget
\$50.00	333	50,000.00
	333	\$50,000.00

Pre Trial Navigators
Salaries and Benefits
 Pre-Trial Services READY Navigator for 40 hrs/week
 Total Wages
 Taxes and Benefits @ 31%
Total Salaries, Benefits and PR taxes

Operating Costs
 Lease 1 vehicles and Gas, Insurance
 General Program Supplies
 Contracted Services - IT, Background, Misc.
 Program Supplies Computers
 Office Expense - Supplies and Software
 Phone - Office and Cell
 Subtotal Operating Costs
 Admin @ 10% and Personnel Cost Only
Total Pre Trial Navigator Services funded by BSCC JAG Byrne Grant

PSN FY 2023-2024		
Rate	Hours / Days	Budget
\$27.00	2080	56,160.00
		56,160.00
31%		17,410.00
		\$73,570.00
		10,373.00
		1,000.00
		1,000.00
		1,500.00
		1,000.00
		600.00
		15,473.00
10%		7,357.00
		\$96,400.00

TOTAL COMBINED CONTRACT AMOUNT NOT-TO-EXCEED

\$1,130,987.35

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). The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

6. 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 to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

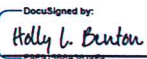
By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair, Board of Supervisors

Date _____

**RECOMMENDED FOR APPROVAL:
PROBATION**

By:  _____
Holly L. Benton, Chief
Department Head

**CONTRACTOR:
Good Samaritan Shelter**

By:  _____
Authorized Representative

Name Sylvia Barnard

Title Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM
Risk Manager

By:  _____
Risk Management