

FIRST AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

GOOD SAMARITAN SHELTER

for

SUBSTANCE ABUSE SCREENING, REFERRAL AND TREATMENT FOR HOMELESS POPULATION

FIRST AMENDMENT

Effective April 10, 2018

THIS IS THE FIRST AMENDMENT (hereafter referred to as First Amendment) to the Good Samaritan Agreement to provide substance abuse screening, referral, and treatment for the homeless population for the period July 1, 2017, through June 30, 2019 (hereafter Agreement), by and between the County of Santa Barbara (COUNTY) and Good Samaritan Shelter (hereafter CONTRACTOR).

WHEREAS, the Agreement is effective through June 30, 2018 unless otherwise unless earlier terminated; and

WHEREAS, the parties desire to amend the Agreement to extend the term, adjust the compensation, add a service location, and add federal clause requirements; and

WHEREAS, Section 25 requires the parties amend the Agreement by an instrument of writing and executed by the parties and by no other means; and

WHEREAS, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
 - a. The Agreement is amended as follows:
 4. **TERM.** The term of this Agreement shall be for the period of July 1, 2017 through June 30, 2019.
 - b. The following Sections shall be added:

34. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in

any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

35. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

- c. Section 8 shall be deleted in its entirety and replaced with the following:

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- d. Exhibit A shall be deleted in its entirety and replaced with Exhibit A, dated April 10, 2018, referenced herein and attached hereto.
- e. Exhibit B shall be deleted in its entirety and replaced with Exhibit B, dated April 10, 2018, referenced herein and attached hereto.

3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Effectiveness of Agreement.** Except as explicitly modified by this First Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments, if any, are and remain in full force and effect.

First Amendment to Agreement for substance abuse screening, referral, and treatment for homeless population between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective April 10, 2018.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD
Public Health Director

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

First Amendment to Agreement for substance abuse screening, referral, and treatment for homeless population between the **County of Santa Barbara** and **Good Samaritan Shelter**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective April 10, 2018.

Good Samaritan Shelter:

By:

Authorized Representative

Name:

Title:

EXHIBIT A

STATEMENT OF WORK

April 10, 2018

The Public Health Department (PHD) has a contract with the federal government; HRSA (Health Resource Service Administration) to provide comprehensive, culturally competent, quality primary health care services to medically underserved, communities and vulnerable populations. The specific grant, Healthcare for the Homeless Program reaches out to homeless individuals and families and provides primary care and substance abuse services. Therefore, the COUNTY develops contracts with community partnerships to comply with the extensive grant requirements. Compliance with the tenets of the grant is imperative; therefore data to support this contract is required.

CONTRACTOR shall:

1. Provide substance abuse screening, brief intervention, and referral to treatment (SBIRT) services for individuals who are homeless in Santa Barbara County;
2. Attend/complete approved SBIRT training;
3. Provide case management, which includes client identification, substance abuse screening, brief intervention, coordination of treatment/counseling, and/or referral to advanced substance abuse services, and follow up;
4. Provide project coordination to include development and oversight of program components, statistical gathering and reporting; and
5. Provide program outreach to include coordination with staff in the PHD, Behavioral Wellness (BW) and Social Services (DSS) Departments.
6. Coordinate registration of patients not previously registered with PHD Health Care Centers (HCC) or without an active chart (visit at HCC within 365 days). Make a condition of Good Samaritan Shelter program to register for health care services (primarily with the Healthcare for the Homeless program at Good Samaritan Health Care Center) and health care coverage (Medi-Cal or California Marketplace Exchange product.)
7. Obtain patient consent for release of substance abuse screening, brief intervention, treatment, and referral plan to PHD.
8. Provide screening, brief intervention, treatment/referral coordination planning for the Good Samaritan Shelter for MD/PHN review (during designated HCC clinic hours.)
9. For HCC patients, all original records will be made property of the PHD medical chart. Patient Medical Record Releases will be coordinated to allow Good Samaritan Shelter to keep copies of necessary document. For Non-HCC patients, attempts will be made to obtain Medical Records Release to coordinate the exchange of substance use data when patients establish with the HCC. Substance abuse screening documentation will be provided to the HCC upon request and proper signed release.

10. Services shall be provided approximately 60 hours a month at the Good Samaritan Emergency Shelters (Santa Maria, Lompoc). Approximately 30-40 hours will be dedicated to HCC clinic operating hours.
11. Santa Barbara Public Health Department may conduct at minimum one site visit annually with contracted agency.

CONTRACTOR shall Report:

1. For non-HCC patients, patients who refuse screening, or patients who refuse to release information: CONTRACTOR shall submit data using the Exhibit B-1 electronic monthly data report in the original Agreement.
2. For HCC patients: data reporting will be completed by HCH program staff utilizing HCC electronic medical records. CEHC will keep a tally for the monthly report using Exhibit B-1 and counts will be kept separate from non-HCC patients.

Data reports are due by the 15th of the month following provision of services. The data report must include the following items:

1. Month of Service
2. Contract Number
3. Number of unique patients served
4. Number of encounters (duplicative count)
5. Demographic information
6. Type of primary addictions (alcohol or other substance)

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 15 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

EXHIBIT B

PAYMENT ARRANGEMENTS

April 10, 2018

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$ **50,000.00**. CONTRACTOR shall submit an electronic monthly invoice to the Program Administrator by the 15th of the month following provision of services. The monthly invoice amount is \$2,583.33.
- 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. Invoices that are more than 45 days past the due date, reimbursement will be reduced by 10% (-\$258.30) per invoice. For invoices more than 75 days past the due date, reimbursement will be reduced by 25% or (-\$645.83) per invoice.
- C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR shall not bill clients or their parties for any services, which CONTRACTOR provides to COUNTY.