#### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "Second Amended Contract") to the Agreement for Services of Independent Contractor, by and between the County of Santa Barbara (County) and The Greeley Company, LLC. (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

**Whereas**, this Second Amended Contract incorporates the terms and conditions set forth in the Contract approved by the County Board of Supervisors in August 2016, and the First Amended Contract approved by the County Board of Supervisors in September 2016, except as modified by this Second Amended Contract;

**Whereas**, County is requesting additional services from Contractor, beyond those agreed to in the original Agreement and Contractor will incur expenses beyond the value of this Agreement. So as to compensate Contractor for the additional services to be rendered under this Agreement, this Second Amended Contract adds funds in the amount of \$200,000 to the previous Total Contact Amount of \$430,000, for a Total Contract Maximum of \$630,000 through June 30, 2017.

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

#### I. Add the following to Exhibit A, <u>Statement of Work</u>, Section 4. Staffing:

- B. This engagement will be staffed with the following staff members who will provide support during the following days:
  - i. Ongoing Support 11/19/16 through 12/30/2016
    - a. Cheryl Jacobs (Psychiatric Nurse Consultant): up to 40 hours per week (onsite);
    - b. Lisa Eddy (Engagement Executive): up to 8 hours per week (offsite);
    - c. Dan Ross: (Doctor of Pharmacy Consultant): up to 4 hours per week (offsite); and
    - d. Jill Greer (Dietary Consultant): up to 4 hours per week (offsite).

## II. In Exhibit B, <u>Payment Arrangements</u>, Delete Section 1. Contract Maximum Value, and replace with the following:

1. <u>Contract Maximum Value.</u> For services to be rendered under this contract, Contractor shall be paid at the rate specified in the Schedule of Rates (Exhibit B-1), with a maximum value not to exceed \$630,000 without a properly executed amendment.

# III. Add the following to Exhibit B, <u>Payment Arrangements</u>, Section 3. Additional Reimbursements:

- 3. Additional Reimbursements.
- B. For services contemplated under this Second Amended Contract, County is to pay an additional \$25,000 deposit which will be held and applied at the conclusion of the engagement. The deposit is payable upon receipt and must be received prior to the commencement of the first on-site services contemplated under this Second Amendment.

#### IV. Delete Exhibit B-1, <u>Schedule of Rates</u>, and replace with the following:

Type of Service	<u>Cost Per Unit</u>	Units of Service	<u>Total Maximum Contract</u> <u>Value</u>
Consulting Services: CMS Re-Survey Implementation Support for PHF	\$500 Per hour per consultant for onsite and offsite assistance	Not to exceed contract value	\$630,000
Total Maximum Contract Value not to Exceed:			\$630,000
*Inclusive of deposit, travel, meals, accommodations, taxes and out of pocket expenses.			

## EXHIBIT B-1 SCHEDULE OF RATES

## V. All other terms remain in full force and effect.

Second Amendment to Agreement for Services of Independent Contractor between the **County** of Santa Barbara and The Greeley Company, LLC.

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

#### **COUNTY OF SANTA BARBARA:**

By:	PETER ADAM	
	CHAIR, BOARD OF SUPERVISORS	
Date:		
CONTRACTOR:		
The Greeley Company, LLC		
By:		
	Authorized Representative	
Date:		
APPROVED AS TO ACCOUNTING FORM:		
THEODORE A. FALLATI, CPA AUDITOR-CONTROLLER		
By:		
	Deputy	
APPROVED AS TO FORM:		
RAY AROMATORIO RISK MANAGEMENT		
By:	Risk Management	
	CONTRACT The Greeks By: Name: Title: Date: APPROVED THEODOR AUDITOR-0 By: By: APPROVED RAY AROM RISK MANA	