

**FIRST 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

First Amendment

This is a First Amendment (First Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#16-032* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **Good Samaritan Shelter** (CONTRACTOR).

WHEREAS, on June 16, 2015, COUNTY approved the Agreement with CONTRACTOR for the continued provision of Alcohol and Drug Treatment Services to Child Welfare Services Clients;

WHEREAS, the initial term of the Agreement commenced on July 1, 2015, and is set to expire on June 30, 2017, unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement and to extend the term of the existing Agreement for one additional year commencing on July 1, 2017, through June 30, 2018.

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 Extension Period, CONTRACTOR shall commence performance on July 1, 2017 and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 10, **CONFLICT OF INTEREST**, of the Agreement is amended by adding the following language:

CONTRACTOR must promptly disclose to the COUNTY, in writing, any potential conflict of interest.

3. Section 33, **MANDATORY DISCLOSURE**, is added to the Agreement as follows:

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.

4. Section 34, **SUBAWARD**, is added to the Agreement as follows:

CONTRACTOR shall comply with the requirements of 2 CFR Part 300, which are hereby incorporated by reference to this Agreement.

5. Section 35, **PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**, is added to the Agreement as follows:

- A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly.

6. Section 36, **CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**, is added to the Agreement as follows:

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that CONTRACTOR itself, a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

7. Section 37, **STATE ENERGY CONSERVATION PLAN**, is added to the Agreement as follows:

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Section VI.A of Exhibit A is amended to state in its entirety:

CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed by the 15th of the month following the service month. In addition, CONTRACTOR shall submit an estimated June invoice by the 15th of June 2017, and an estimated June invoice by the 15th of June 2018. All invoices or claims should include the following:

- Contract Number
- Client Name
- CWS Social Worker Name
- Dates of Service
- Number, Type, and Cost of each service delivered for which compensation is being requested.

9. 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 \$300,000 for the period of July 1, 2015 through June 30, 2016, not to exceed \$300,000 for the period of July 1, 2016 through June 30, 2017, and not to exceed \$250,000 for the period of July 1, 2017 through June 30, 2018 (Maximum Agreement Amount).

10. 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 **EXHIBIT B-1** for the period of July 1, 2015 through June 30, 2016, **EXHIBIT B-2** for the period of July 1, 2016 through June 30, 2017, and **EXHIBIT B-3** for the period of July 1, 2017 through June 30, 2018, as applicable (Schedule of Fees). Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, or B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

11. Add Exhibit B-3, Schedule of Fees for Fiscal Year (FY) 2017/2018.

12. 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 **EXHIBIT B-1, B-2, or 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.

13. Section G of Exhibit B is amended to state in its entirety:

- G. Budget Variances: CONTRACTOR shall obtain written approval from COUNTY's Designated Representative for any variation in the line item amounts that exceeds 5% of the total contract budget detailed in **EXHIBIT B-1** for the period of July 1, 2015 through June 30, 2016, and **EXHIBIT B-2** for the period of July 1, 2016 through June 30, 2017, and **EXHIBIT B-3** for the period of July 1, 2017 through June 30, 2018.
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30, 2018 of this Agreement. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.

14. In all other respects, the Agreement remains unchanged and shall remain in full effect.

EXHIBIT B-3

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET 2017/2018

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
OUTPATIENT INDIVIDUAL	\$72	83	\$5,976
OUTPATIENT GROUP	\$30	533	\$15,990
DRUG TEST-FULL PANEL	\$25.00	4547	\$113,675
DETOX BED DAYS	\$25.00	242	\$6,050
PERINATAL BED DAYS	\$38.02	2369	\$90,069
TRANSITIONAL SHELTER BED DAYS	\$25.00	730	\$18,240
ALCOHOL TESTING	\$0	1000	\$0
MAXIMUM OBLIGATION			\$250,000
MAXIMUM MONTHLY PAYMENT			\$20,833

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First Amendment to the Agreement between the **County of Santa Barbara** and **Good Samaritan Shelter**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Good Samaritan Shelter

By: _____
Department Head

By: _____
Authorized Representative

Name: Sylvia Barnard

Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management