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, referenced as number <u>BC 18-243</u>, by and between the **County of Santa Barbara** (County) and **Good Samaritan Shelter** (Contractor), wherein Contractor agrees to provide and County agrees to accept the services specified herein.

Whereas, Contractor(s) represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions referenced herein;

Whereas, this Second Amended Contract adds new language to the statement of work for Mental Health Funded Shelter Beds, for the provision of Resiliency Interventions for Sexually Exploited (RISE) shelter beds and services effective July 1, 2018 through October 7, 2018;

Whereas, this Second Amended Contract s increases Mental Health funding by \$15,000 for FY 18-19;

Whereas, this Second Amended Contract provides an earlier termination date of November 30, 2018 for all Alcohol and Drug Program (ADP) services, based on the December 1, 2018 start date for the Drug Medi-Cal Organized Delivery System in Santa Barbara County, and as a result of the one month shorter term, ADP funding under this contract for FY 18-19 will be reduced by \$135,402;

Whereas, as a result of the Mental Health and ADP funding revisions during FY 18-19, this Second Amended Contract provides a new contract maximum amount not to exceed \$959,995 through June 30, 2019, inclusive of ADP funding not to exceed \$718,495 through November 30, 2018.; and

Whereas, this Second Amended Contract incorporates the First Amended Contract terms and conditions approved by the County Board of Supervisors in October 2018 and the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors in June 2018, except as modified in this Second Amended Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, County and Contractor(s) agree as follows:

I. In Exhibit A-8-MH Statement of Work, Mental Health –Funded Shelter Beds, delete Section 2. Services and Section 3. Clients and replace with the following:

2. SERVICES.

A. Contractor shall provide shelter beds for a minimum of five (5) homeless mentally ill clients per day, and two (2) for Resiliency Interventions for Sexually Exploited (RISE) clients in Santa Maria, and one (1) homeless mentally ill client in Lompoc, screened and referred by the Behavioural Wellness Homeless Outreach Worker or designated RISE staff.

B. Contractor shall:

- 1. Monitor clients for physical health issues;
- 2. Assist clients with personal hygiene;

- 3. Assist clients to access community supports and resources;
- 4. Provide 24/7 hour support for RISE clients, if needed; and
- 5. Provide an evening meal, breakfast, shower, laundry, and mail for clients, included in each night's stay for as long as the client is a resident at Program.
- 3. **CLIENTS.** Contractor shall provide shelter beds and the services described in Section 2 to six (6) individuals with severe mental illness and two (2) RISE clients who are any of the following:
 - A. Homeless:
 - B. Needing shelter while awaiting receipt of benefits; or
 - C. Temporarily displaced while awaiting placements in more permanent housing.

II. In <u>Exhibit B Financial Provisions – ADP</u>, <u>Delete Section II Maximum Contract Amount</u> and replace it with the following:

The Maximum Contract Amount of this Agreement shall not exceed \$959,995 for FY 18-19, inclusive of \$718,495 in Alcohol and Drug Program funding through November 30, 2018, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-ADP. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. In <u>Exhibit B Financial Provision – MH</u>, <u>Delete Section II. Maximum Contract Amount</u> and replace it with the following:

The Maximum Contract Amount of this Agreement shall not exceed \$959,995 for FY 18-19, inclusive of \$241,500 in Mental Health funding through June 30, 2019, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1–MH and subject to the provisions in Section I. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

IV. Delete Exhibit B-1- ADP and replace with the following:

Exhibit B-1
Schedule of Rates and Contract Maximum

CONTRACTOR NAME: Good Samaritan Shelter FISCAL YEAR: 2018-19

						AoD Cost	
				Unit of	DMC Service	Report Service	County Maximum
Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Service	Function Code	Code	Allowable Rate
	Day Services	10	Intensive Outpatient Treatment (IOT)	Session	30	30	\$58.53
			Intensive Outpatient Treatment (IOT) - Perinatal	Session	30	30	\$86.11
Drug Medi-Cal Billable Services			ODF Individual Counseling	Session	80	34	\$78.44
Drug meur-oar billable services	Outpatient	15	ODF Group Counseling	Session	85	33	\$30.89
	Outpatient	10	ODF Individual Counseling - Perinatal	Session	80	34	\$81.93
			ODF Group Counseling - Perinatal	Session	85	33	\$38.56
	Residential Services	5	Perinatal Residential	Daily	30	51	\$90.14
			Early Intervention	Hours	N/A	18	Actual Cost
	Early Intervention /	N/A	Outreach / Intervention	Hours	N/A	19	Actual Cost
	Secondary Prevention	N/A	Intravenous Drug User (IDU or IVDU)	Hours	N/A	20	Actual Cost
			Referrals/ Screening/ Intake	Hours	NA	21	Actual Cost
	CalWORKs	N/A	Interim Treatment Services CalWORKs	Hours	NA	35	Actual Cost
Non - Drug Medi-Cal Billable Services			Free-Standing Residential Detoxification	Bed Day	NA	50	Actual Cost
Non - Drug Meur-Car Billable Services	Residential	A1/A	Perinatal Residential	Bed Day	N/A	51	Actual Cost
	Residential	N/A	Transitional Living Center (Perinatal/Parolee Only)	Bed Day	NA	56	Actual Cost
			Alcohol/Drug Free Housing (Perinatal/Parolee Only)	Bed Day	NA	57	Actual Cost
			Perinatal Outreach	Hours	N/A	22	Actual Cost
	Ancillary Services	N/A	Case Management (excluding SACPA clients)	Hours	NA	68	\$60.76
			Transportation (Perinatal/Parolee Only)	Hours	N/A	71	Actual Cost

^{*} used the same rate as Perinatal Resisdential Treatment UOS (Daily) \$80.92

56-TLC PN is not DMC Svc-this rate comes from actual costs based on prior cost reports (both locations/beds=costs)

So-ILC PN IS NOU DNIC SVC -UNIS FARE COMES FROM ACCOUNT OF THE POINT ACCOUNT OF THE POINT (BOOM DOCARDING FROM STATE COMES FR													
	Program Program												
	Residential Detox (Santa Maria)***	Residential Detox (Lompoc)	Recovery Point (Santa Maria)	ROSC	Project PREMIE (Santa Maria)	(Lompoc)	Living Centers (Santa Maria)		Alcohol and Drug Free Housing (Santa Maria)	Family Treatment Drug Court (Lompoc and Santa Maria)	Lompoc Recovery Center	Casa De Familia Treatment Center	TOTAL
July 1, 2018 to November 30, 2018													
	SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT**												
Drug Medi-Cal			71,440		120,236	107,672					32,871	28,488	360,707
Drug Medi-Cal - Perinatal Residential	23,333												23,333
Realignment/SAPT - Discretionary	65,867	44,708	34,379	6,125		1,750				26,667	9,748	2,042	191,286
Realignment/SAPT - Perinatal	10,000				2,960	658	28,883	41,667					84,168
CalWORKS		2,500					16,000	10,000	30,500				59,000
Other County Funds													
TOTAL (SOURCES OF FUNDING)	\$ 99,200	\$ 47,208	\$ 105,819	\$ 6,125	\$ 123,196	\$ 110,080	\$ 44,883	\$ 51,667	\$ 30,500	\$ 26,667	\$ 42,619	\$ 30,530	\$ 718,495

CONTRACTOR SIGNATURE:		
STAFF ANALYST SIGNATURE:		
FISCAL SERVICES SIGNATURE:		

^{*}The 15% Administrative Fee is deducted from the Drug Medi-Cal Gross Claim Maximum. Maximum (Net) Contract Amount is Less Administrative Fee of 15% (Drug Medi-Cal Only).

^{**} Funding sources are estimated at the time of contract execution and may be reallocated at Behavioral Wellness' discretion based on available funding sources.

^{***}Residential Detox Santa Maria - includes \$50k for DMC perinatal residential treatment and funds for board and care starting October 1, 2018.

¹ CalWORKs units paid at rate established in most recently filed cost report.

V. Delete Exhibit B-1- MH and replace with the following:

EXHIBIT B-1 MH DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Good Samaritan Shelter	FISCAL YEAR: 2018-2019
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Contracted Services(1)	Serv	ice Type	Mode	Service Description	Unit of Service	Service Function Code	County Maximum Allowable Rate
				Targeted Case Management	Minutes	01	\$2.46
				Collateral	Minutes	10	\$3.18
				*MHS- Assessment	Minutes	30	\$3.18
Medi-Cal Billable Services		tpatient	15	MHS - Plan Development	Minutes	31	\$3.18
Wedi-Gai biliable Gervices	Se	ervices	10	*MHS- Therapy (Family, Individual, Group) MHS - Rehab (Family,	Minutes	11, 40, 50	\$3.18
				Individual, Group)	Minutes	12, 41, 51	\$3.18
				Crisis Intervention	Minutes	70	\$4.73
				Shelter Beds	Per Bed per Day	N/A	28.08
Non-Medi-Cal Billable Services	She	Iter Beds	N/A	RISE Shelter Beds	Per Bed per Day	N/A	\$150/day 1st client; \$50/day each additional client
				PROGRAM			
		meless linician	Shelter Beds	RISE Shelter Beds July 1, 2018 - October 7, 2018			TOTAL
ROSS COST:	\$	165,000	\$ 61,500	\$ 15,000			\$241,50
SS REVENUES COLLECTED BY CONTRACTOR:							
PATIENT FEES	-						\$ -
CONTRIBUTIONS OTHER (LIST):							\$ - \$ -
				•			
OTAL CONTRACTOR REVENUES	\$	-	\$ -	-	\$ -		\$
AXIMUM ANNUAL CONTRACT AMOUNT PAYABLE	\$	165,000	\$ 61,500	\$ 15,000	\$ -	\$ -	\$ 241,500
DURCES OF FUNDING FOR MAXIMUM ANNUAL CON	NTRACT	AMOUNT (2)					
MEDI-CAL (3)	\$	107,250					\$ 107,250
			\$ 61,500	\$ 15,000			\$ 76,500
		57,750	1				\$ 57,750
SUBSIDY	\$	37,730					
NON-MEDI-CAL SUBSIDY OTHER (LIST): DTAL (SOURCES OF FUNDING)	\$ s	165,000	\$ 61,500	\$ 15,000	s -	s -	\$ 241,500

STAFF ANALYST SIGNATURE: FISCAL SERVICES SIGNATURE:

⁽¹⁾ Additional services may be provided if authorized by Director or designee in writing.

⁽²⁾ The Director or designee may reallocate between funding sources at his/her discretion during the term of the contract, including to utilize and maximize any additional funding or FFP provided by local, State, or Federal law, regulation, policy, procedure, or program. The Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the contract.

⁽³⁾ Source of Medi-Cal match is State and Local Funds including but not limited to Realignment, MHSA, General Fund, Grants, Other Departmental and SB 163.

^{*} MHS Assessment and MHS Therapy services may only be provided by licensed, registered or waivered Mental Health clinicians, or graduate student interns under direct supervision of a licensed, registered or waivered Mental Health clinician.

VI. Delete Exhibit B-2 and replace with the following:

						,	Santa	a Barbara	a Cou	-		-		ntal Heal Program	h Se	ervices C	ontra	act Budge	et Pac	ket										
AGENCY NAME: Good Samarit.	an S	helter																												
COUNTY FISCAL YEAR: 2018-2019																														
Gray Shaded cells contain formulas, do no	ot ov	erwrite																												
E COLUMN# 1		2		3		4		5		6		7		8		9		10		11		12		13		14		15		16
I. REVENUE SOURCES:		ITAL AGENCY/ RGANIZATION BUDGET	PR	NTY ADMHS ROGRAMS TOTALS	TREA	e familia Tment Nter	RECO	VERY POINT	PROJE	ECT PREMIE	TURNIN	NG POINT	RE	OMPOC COVERY CENTER		OMELESS LINICIANS	EM	NTA MARIA IERGENCY SHELTER	EME	MPOC RCENCY ELTER	SANTA	MARIA TLC	LON	MPOC TLC	SANT	a Maria DX	L	OMPOC DX	TREAT	AMILY MENT DRU COURT
1 Contributions	\$	70,500	\$	64,800	\$		\$	-	\$		\$		\$		\$		\$	39,800	\$	25,000	\$		\$		\$		- \$		\$	
2 Foundations/Trusts	\$	181,138	\$	178,164	\$		\$	-	\$	-	\$		\$		\$		\$	48,334	\$	8,962	\$	50,000	\$	50,000	\$		- \$	20,869	\$	
3 Miscellaneous Revenue	\$	7,500	\$	7,500	\$		\$		\$	-	\$		\$		\$		\$	3,750	\$	3,750	\$		\$	-	\$		- \$		\$	
4 ADMHS Funding	\$	1,101,897	\$	1,101,897	\$	36,636	\$	126,984	\$	147,836	\$	132,097	\$	51,144	\$	165,000	\$	96,750	\$	17,600	\$	50,660	\$	60,000	\$	129,040) \$	56,150	\$	32,00
5 Other Government Funding	\$	951,720	\$	579,716	\$	1,237	\$	30,910	\$	12,364	\$	12,364	\$	4,946	\$		\$	196,748	\$	179,968	\$	35,230	\$	35,230	\$	50,360) \$	20,360	\$	
6 Reserves			\$																										\$	
7 Other (specify)			\$																										\$	
8 Other (specify)			\$		\$		\$	-	\$	-	\$		\$	-	\$	-	\$		\$		\$	-	\$	-	\$		- \$	-	\$	
9 Other (specify)			\$		\$		\$	-	\$	-	\$		\$	-	\$		\$		\$		\$	-	\$	-	\$		- \$	-	\$	
10 Total Other Revenue	\$	2,312,755	\$	1,932,077	\$	37,873	\$	157,894	\$	160,200	\$	144,461	\$	56,090	\$	165,000	\$	385,382	\$	235,279	\$	135,890	\$	145,230	\$	179,400	\$	97,379	\$	32,000
I.B Client and Third Party Revenues:																														
11 Client Fees	\$	50,000		50,000	\$	5,000	\$	10,000	\$	-	\$	-	\$	10,000	\$		\$		\$	-	\$	-	\$	-	\$	15,000	\$	10,000	\$	
12 SSI	\$	-			\$		\$	-	\$	-	\$		\$	-	\$	-	\$	-	\$	-	\$		\$	-	\$		- \$	-	\$	
13 Rents	\$	251,900		45,000	\$		\$	-	\$	-	\$		\$	-	\$		\$	-	\$	10,000	\$	17,500	\$	17,500	\$		- \$	-	\$	
Total Client and Third Party Revenues (Sum of lines 19 through 23)		301,900		95,000		5,000		10,000				-		10,000		-		-		10,000		17,500		17,500		15,000		10,000		
15 GROSS PROGRAM REVENUE BUDGET		2,614,655		2,027,077		42,873		167,894		160,200		144,461		66,090		165,000		385,382		245,279		153,390		162,730		194,400		107,379		32,00

^{**}Contributions are intended to cover any cost in excess of contract maximum or cost not reimbursable under this contract.

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	CASA DE FAMILIA TREATMENT CENTER	RECOVERY POINT	PROJECT PREMIE	TURNING POINT	LOMPOC RECOVERY CENTER	HOMELESS CLINICIANS	SANTA MARIA EMERGENCY SHELTER	LOMPOC EMERCENCY SHELTER	SANTA MARIA TLC	LOMPOC TLC	SANTA MARIA DX	LOMPOC DX	FAMILY TREATMENT DRUG COURT
III.A. Salaries and Benefits Object Level															
Salaries (Complete Staffing Schedule)	1,170,042	\$ 913,810	\$ 21,451	\$ 84,607	\$ 85,628	\$ 71,976	\$ 29,50	\$ 75,040	\$ 164,204	\$ 105,987	\$ 55,406	\$ 51,456	\$ 96,408	\$ 51,978	3 \$ 20,164
Employee Benefits	327,612	\$ 255,867	7 \$ 6,006	\$ 23,690	\$ 23,976	\$ 20,153	\$ 8,26	1 \$ 21,01	\$ 45,977	\$ 29,676	\$ 15,514	\$ 14,408	\$ 26,994	\$ 14,554	\$ 5,646
Consultants		\$													
Payroll Taxes	117,004	\$ 91,381	\$ 2,145	\$ 8,461	\$ 8,563	\$ 7,198	\$ 2,950	\$ 7,504	\$ 16,420	\$ 10,599	\$ 5,541	\$ 5,146	\$ 9,641	\$ 5,198	\$ 2,016
Salaries and Benefits Subtotal	\$ 1,614,658	\$ 1,261,057	\$ 29,602	\$ 116,757	\$ 118,167	\$ 99,326	\$ 40,710	5 \$ 103,555	5 \$ 226,602	\$ 146,262	\$ 76,461	\$ 71,010	\$ 133,043	\$ 71,730	27,826
III.B Services and Supplies Object Level															
Auto Expenses	21,625	\$ 20,126	-	-	1,432	1,530	-	5,751	4,000	1,690	1,600	1,600	1,498	1,025	-
Contracted Services	60,796	\$ 54,453	127	972	271	300	40	10,660	8,729	6,707	5,385	7,302	6,826	7,132	-
Computer Expenses	994	\$ 254	1 .	-	-	,	-	-	194	59	-	-	-	-	-
Occupancy	158,272	\$ 96,333		1,529	4,665	7,474	5,400	-	28,430	2,585	16,422	24,598	4,391	840	-
Drug Testing	21,119	\$ 19,503	764	11,864	857	764	2,618	-	1,939	697	-	-	-	-	-
Education & Training	9,300	\$ 8,294	800	1,033	1,400	1,320	600	736	250	80	482	486	550	557	-
Gov'tl Fees & Charges	27,770	\$ 24,744	2,000	1,689	2,597	2,137	1,800	-	184	340	4,612	4,612	2,775	1,998	-
Insurance	27,266	\$ 20,739	520	831	1,062	1,713	791	863	3,960	2,168	3,362	3,155	1,323	993	-
Laundry	-	\$		-	-	-	-	-	-	-	-	-	_	-	-
Legal & Accounting	1,514	\$ 298		-	-		-	-	298	-	-	-	-	-	-
Meetings and Seminars	92	\$ 280	-	-	-	-	-	200	40	40	-	-	-	-	-
Office Expense/Supplies	12,026	\$ 11,928	1,152	1,812	1,501	1,350	895	2,348	2,208	663	-	-	-	-	-
Postage	80	\$ 80	_	-	-	-	-	-	40	40	-	-	-	-	-
Program Supplies Food	16,826	\$ 14,226		-	-	-	-	-	3,782	3,726	882	1,097	3,120	1,619	-
Program Supplies	71,056	\$ 58,249	905	2,862	2,503	2,632	912	1,105	12,242	6,710	9,788	11,242	4,560	2,788	-
Rental of Buildings	16,128	\$ 12,420		-	-	-	-	12,420	-	-	-	-	-	-	-
Rental of Equipment	3,005	\$ 2,802	40	595	-	-	-	-	160	160	480	480	687	200	-
Repairs & Maintenance	42,797	\$ 28,974	1 -	848	1,338	2,377	67	75	7,793	6,194	3,360	4,194	1,538	1,191	-
Telephone/Internet	29,761	\$ 25,157	192	2,699	1,628	1,668	1,918	4,001	1,503	1,924	2,868	2,868	2,800	1,088	-
Travel Expense	5,746	\$ 4,957	987	1,200	-	-	1,000	1,370	200	200	-	-	-	-	-
Util - Electricity	30,640	\$ 19,027	-	1,089	565	908	279	61	2,363	6,357	2,304	2,658	1,780	663	-
Util - Heat (Gas)	13,160	\$ 9,086	191	215	377	606	-	-	1,072	1,688	1,536	1,772	1,187	442	-
Util - Trash Disposal	425	\$ 200	_	-	-	-	-	-	-	200	-	-	-	-	-
Util - Water/Sewer	37,619	\$ 19,894	1 .	-	942	1,514	434	333	4,328	-	3,840	4,430	2,967	1,106	-
License and Permits	283	\$		-	-	-	-	-	-	-	-	-	-	-	-
Rapid Rehousing and other payments	50,655	\$ 49,594	1 -	-	-	-	-	-	24,797	24,797	-	-	-	-	-
Services and Supplies Subtotal	\$ 658,955	\$ 501,618	3 \$ 7,678	\$ 29,238	\$ 21,137	\$ 26,292	\$ 16,75	\$ 39,923	\$ 108,513	\$ 67,024	\$ 56,922	\$ 70,495	\$ 36,000	\$ 21,643	3 \$ -
III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)		\$													
SUBTOTAL DIRECT COSTS	\$ 2,273,613	\$ 1,762,675	5 \$ 37,280	\$ 145,995	\$ 139,304	\$ 125,618	\$ 57,46	\$ 143,478	335,115	\$ 213,286	\$ 133,383	\$ 141,504	\$ 169,043	\$ 93,373	3 \$ 27,826
2 IV. INDIRECT COSTS															
Administrative Indirect Costs (Reimbursement limited to 15%)	341,042	\$ 264,401	\$ 5,592	\$ 21,899	\$ 20,896	\$ 18,843	\$ 8,62	\$ 21,522	\$ 50,267	\$ 31,993	\$ 20,007	\$ 21,226	\$ 25,357	\$ 14,006	\$ 4,174
GROSS DIRECT AND INDIRECT COSTS	\$ 2,614,655	\$ 2,027,077	\$ 42,873	\$ 167,894	\$ 160,200	\$ 144,461	\$ 66,090	\$ 165,000	\$ 385,382	\$ 245,279	\$ 153,390	\$ 162,730	\$ 194,400	\$ 107,379	\$ 32,000

All other terms remain in full force and effect.

VII.

Second Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Good Samaritan Shelter.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective July 1, 2018.

COUNTY OF SANTA BARBARA: By: DAS WILLIAMS, CHAIR **BOARD OF SUPERVISORS** Date: ATTEST: **CONTRACTOR:** MONA MIYASATO GOOD SAMARITAN SHELTER COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD By: By: **Deputy Clerk** Authorized Representative Date: Name: Title: Date: APPROVED AS TO ACCOUNTING FORM: APPROVED AS TO FORM: MICHAEL C. GHIZZONI THEODORE A. FALLATI, CPA COUNTY COUNSEL **AUDITOR-CONTROLLER** By: By: **Deputy County Counsel** Deputy RECOMMENDED FOR APPROVAL: APPROVED AS TO INSURANCE FORM: ALICE GLEGHORN, PH.D., DIRECTOR RAY AROMATORIO DEPARTMENT OF BEHAVIORAL RISK MANAGEMENT **WELLNESS** By: By: Director Risk Management