## SECOND AMENDMENT 2018-2019

## 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 BC 18-243, 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 MediCal 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:
3. Monitor clients for physical health issues;
4. Assist clients with personal hygiene;

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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.
6. 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 Exhibit B Financial Provisions - ADP, Delete Section II Maximum Contract Amount and replace it with the following:

The Maximum Contract Amount of this Agreement shall not exceed $\mathbf{\$ 9 5 9 , 9 9 5}$ 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 Exhibit B Financial Provision - MH, Delete Section II. Maximum Contract Amount and replace it with the following:

The Maximum Contract Amount of this Agreement shall not exceed \$959,995 for FY 18-19, inclusive of $\mathbf{\$ 2 4 1 , 5 0 0}$ 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

FISCAL YEAR: 2018-19

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

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

56-TLCPN is not DMCSvc-this rate comes from actual costs based on prior cost reports (both locations/beds=costs)


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:

| CONTRACTOR NAME: | EXHIBIT B-1 MH <br> DEPARTMENT OF BEHAVIORAL WELLNESS SCHEDULE OF RATES AND CONTRACT MAXIMUM <br> Good Samaritan Shelter |  |  |  | $\begin{aligned} & \text { FISCAL } \\ & \text { YEAR: } \end{aligned}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |
| Contracted Services(1) | Service Type | Mode | Service Description | Unit of Service | Service Function Code | County Maximum Allowable Rate |
| Medi-Cal Billable Services | Outpatient Services | 15 | $\begin{array}{\|l} \hline \text { Targeted Case } \\ \text { Management } \\ \hline \end{array}$ | Minutes | 01 | \$2.46 |
|  |  |  | Collateral | Minutes | 10 | \$3.18 |
|  |  |  | *MHS- Assessment | Minutes | 30 | \$3.18 |
|  |  |  | MHS - Plan Development | Minutes | 31 | \$3.18 |
|  |  |  | *MHS- Therapy (Family, Individual, Group) | Minutes | 11, 40, 50 | \$3.18 |
|  |  |  | MHS - Rehab (Family, Individual, Group) | Minutes | 12, 41, 51 | \$3.18 |
|  |  |  | Crisis Intervention | Minutes | 70 | \$4.73 |
| Non-Medi-Cal Billable Services | Shelter Beds | N/A | Shelter Beds | Per Bed per Day | N/A | 28.08 |
|  |  |  | RISE Shelter Beds | Per Bed per Day | N/A | \$150/day 1st client; \$50/day each additional client |


|  | PROGRAM |  |  |  |  |  |  |  |  |  | TOTAL |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | Homeless Clinician |  | Shelter Beds |  | RISE Shelter Beds July 1, 2018 October 7, 2018 |  |  |  |  |  |  |  |
| GROSS COST: | \$ | 165,000 | \$ | 61,500 | \$ | 15,000 |  |  |  |  |  | \$241,500 |
| LESS REVENUES COLLECTED BY CONTRACTOR: |  |  |  |  |  |  |  |  |  |  |  |  |
| PATIENT FEES |  |  |  |  |  |  |  |  |  |  | \$ | - |
| CONTRIBUTIONS |  |  |  |  |  |  |  |  |  |  | \$ | - |
| OTHER (LIST): |  |  |  |  |  |  |  |  |  |  | \$ | - |
| TOTAL CONTRACTOR REVENUES | \$ | - | \$ | - | \$ | - | \$ | - |  |  |  | \$0 |
| MAXIMUM ANNUAL CONTRACT AMOUNT PAYABLE: | \$ | 165,000 | \$ | 61,500 | \$ | 15,000 | \$ | - | \$ | - | \$ | 241,500 |


| SOURCES OF FUNDING FOR MAXIMUM ANNUAL CONTRACT AMOUNT (2) |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| MEDI-CAL (3) | \$ | 107,250 |  |  |  |  |  |  |  |  | \$ | 107,250 |
| NON-MEDI-CAL |  |  | \$ | 61,500 | \$ | 15,000 |  |  |  |  | \$ | 76,500 |
| SUBSIDY |  | 57,750 |  |  |  |  |  |  |  |  | \$ | 57,750 |
| OTHER (LIST): |  |  |  |  |  |  |  |  |  |  | \$ | - |
| TOTAL (SOURCES OF FUNDING) | \$ | 165,000 | \$ | 61,500 | \$ | 15,000 | \$ | - | \$ | - | \$ | 241,500 |

## CONTRACTOR SIGNATURE:

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 Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program

AGENCY NAME: $\quad$ Good Samaritan Shelter
COUNTY FISCAL YEAR: 2018-2019

## Gray Shaded cells contain formulas, do not overwrite

| $\stackrel{\text { U }}{\text { 2 }}$ | coumw | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  | I. REVENUE | TOTAL AGENCYI ORGANZATION BUDGET | COUNTY ADMHS PROGRAMS TOTALS | CASA DE FAMLIA TREATMENT CENTER | RECOVERY POINT | PROJECT PREME | TURNNG POINT | LOMPOC RECOVERY CENTER | HOMELESS CLINCIANS | SANTA MARIA EMERGENCY SHELTER | LOMPOC EMERCENCY SHELTER | SANTA MARIA TLC | LOMPOC TLC | SANTA MARA DX | LOMPOC DX | FAMLY TREATMENT DRUG COURT |
| 1 | Contribution | \$ 70,500 | \$ 64,800 | \$ | \$ | \$ | \$ | \$ | \$ | \$ 39,800 | \$ 25,000 | \$ | \$ | \$ | \$ | \$ |
| 2 | Foundatio | \$ 181,138 | \$ 178,164 | \$ | \$ | \$ | \$ | \$ | \$ | \$ 48,334 | \$ 8,962 | \$ 50,000 | \$ 50,000 | \$ | \$ 20,869 | \$ |
| 3 | Miscellan | \$ 7,500 | \$ 7,500 | \$ | \$ | \$ | \$ | \$ | \$ | \$ 3,750 | \$ 3,750 | \$ | \$ | \$ | \$ | \$ |
| 4 | ADMHS F | \$ 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 | \$ 32,000 |
| 5 | Other Go | \$ 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 (sp |  | \$ |  |  |  |  |  |  |  |  |  |  |  |  | \$ |
| 8 | Other (sp |  | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 9 | Other (sp |  | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| 10 | Total Othe | \$ 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 | \$ | \$ | \$ |  |
| 14 | 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 |  | 32,000 |

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

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VII. 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 Good Samaritan Shelter.

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

## COUNTY OF SANTA BARBARA:

$B y$ :
DAS WILLIAMS, CHAIR BOARD OF SUPERVISORS

Date: $\qquad$

ATTEST:
MONA MIYASATO COUNTY EXECUTIVE OFFICER CLERK OF THE BOARD

By:
Deputy Clerk
Date: $\qquad$

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By:
Deputy County Counsel

## RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR DEPARTMENT OF BEHAVIORAL WELLNESS

By:

CONTRACTOR:
GOOD SAMARITAN SHELTER
$B y$ :
Authorized Representative
Name: $\qquad$
Title:
Date:

## APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA AUDITOR-CONTROLLER

By: Deputy

## APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: Risk Management

