TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This is an amendment (hereafter referred to as the "First Amended Contract") to the Agreement for Services of Independent Contractor, number <u>BC 10-033</u>, by and between the **County of Santa Barbara** (County) and **Good Samaritan Shelter** (Contractor), for the continued provision of **Treatment**, detox, perinatal case management, and transitional living.

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, except as modified by this First Amended Contract.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, County and Contractor agree as follows:

I. Delete "This Agreement Includes" section of the Agreement and replace with the following:

THIS AGREEMENT INCLUDES:

- A. EXHIBIT A, A-1, A-2, A-3, A-4, A-5, A-6 and A-7 Statements of Work
- B. EXHIBIT B Payment Arrangements
- C. EXHIBIT B-1 Schedule of Fees
- D. EXHIBIT B-2 Contractor Budget
- E. EXHIBIT B-3 Sliding Fee Scale
- F. EXHIBIT C Standard Indemnification and Insurance Provisions
- G. EXHIBIT BAA HIPAA Business Associate Agreement
- H. EXHIBIT E Program Goals, Outcomes and Measures
- II. Delete the heading of Exhibit A, Statement of Work, and replace with the following:

The following terms shall apply to all programs operated under this contract, included as Exhibits A-1 through A-7.

III. Add Exhibit A-7, Statement of Work: Recovery-Oriented Systems of Care:

Exhibit A-7 Statement of Work Recovery-Oriented Systems of Care

- 1. **PROGRAM SUMMARY.** Recovery-Oriented Systems of Care (ROSC) (hereafter, "the Program") support person-centered and self-directed approaches to care that build on the personal responsibility, strengths, and resilience of individuals, families, and communities to achieve sustained health, wellness, and recovery from alcohol and drug problems¹. The establishment of peer supported self-help groups is fundamental to a ROSC. These ROSC groups are usually alternatives or additions to the current menu of 12-Step meetings that have been established throughout the community. Contractor will establish one or more of the following groups: SMART Recovery®, Double Trouble and/or Psycho-educational drug abuse intervention groups. The Program will be located at:
 - A. Recovery Point, 731 South Lincoln Street, Santa Maria, California.
 - B. Turning Point, 604 Ocean Avenue, Lompoc, California.

2. **PROGRAM GOALS.**

- A. Introduce participants to an ongoing process of recovery designed to achieve total abstinence from abuse of AOD;
- B. Promote self-sufficiency and empower substance abusers to become productive and responsible members of the community;
- C. Reduce recidivism and increase community safety.

DEFINITIONS.

- A. **Self-Management and Recovery Training (SMART) Recovery®:** SMART is a self-help program for AOD abuse issues that was established to provide an alternative to Alcoholics Anonymous, Narcotics Anonymous and other faith-based 12-Step programs. SMART is a Cognitive Behavioral Therapy (CBT) model that is offered in a small group format, supported through peer-driven meetings where participants have the opportunity to learn and refine these skills from those who have mastered them in their own recovery. SMART focuses on recognizing and changing distorted thought patterns in order to change emotions and behaviors. SMART provides an important alternative for non-believers and those alienated from 12-Step programs to participate meaningfully in recovery groups. Its focus on CBT also aligns with the Matrix treatment strategy.
- B. Double Trouble in Recovery (DTR): DTR is designed to meet the needs of clients with cooccurring disorders. Traditional 12-Step groups are single-focus groups based on the "one-

¹ Substance Abuse and Mental Health Services Administration (SAMHSA) "Working Definition of Recovery" available at http://pfr.samhsa.gov/docs/ROSCs_principles_elements_handout.pdf

disease - one-recovery" model. This specialization is largely what bonds members together. However, traditional 12-Step models may not provide adequate assistance to individuals with co-occurring disorders. DTR fills a gap by customizing the 12-Steps for clients with cooccurring disorders to address their individual needs, including medication management issues.

C. Psycho-educational drug abuse intervention groups: Psycho-educational drug abuse intervention groups are didactic or lecture and discussion groups covering established Matrix Model Early Recovery and Relapse Prevention topics. Topics will focus on the process of recovery, including post acute withdrawal syndrome (PAWS), relapse prevention planning and skills building.

4. SERVICES.

- A. Contractor will hold two (2) of any combination of the groups listed in Section 3 per week.
 - i. Contractor will offer two (2) groups during evening and/or weekend hours.
 - ii. Groups will be sixty (60) to ninety (90) minutes in length each.
 - iii. SMART Recovery groups shall have a maximum of twelve (12) participants. Other groups may be as large as the location allows.
- B. Contractor will select group models from those listed in Section 3 that are best suited for their clients' needs.
- C. Contractor will follow the curriculum and guidelines established by SMART² and DTR³, as applicable.
- D. Contractor will provide staff to facilitate groups until clients / peers can facilitate groups on their own following the curriculum and guidelines established by the organizations listed in Section 3, as applicable, and the requirements of this Exhibit A.

5. ADDITIONAL PROGRAM REQUIREMENTS.

- A. Contractor will maintain an attendance roster of all clients affiliated with any Alcohol, Drug, and Mental Health Services system of care.
- B. Contractor shall enter client data, including admission, discharge, and California Outcomes Measurement System data, into the County MIS system for the following clients: SACPA clients who successfully complete the SACPA program; and are not admitted to another formal program. It is anticipated that clients who do not successfully complete the SACPA program while participating in a ROSC group will be enrolled in an Outpatient Drug Free treatment program, therefore the Contractor shall not be required to enter the client into the MIS System under the ROSC program.

² Available at http://www.smartrecovery.org/

³ Available at http://www.doubletroubleinrecovery.org

- IV. Delete Section II, Maximum Contract Amount of Exhibit B, Financial Provisions, and replace with the following:
 - II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount has been calculated based on the total UOS to be provided pursuant to this Agreement as set forth in Exhibit B-1 and shall not exceed \$1616640. The Maximum Contract Amount shall consist of County, State, and/or Federal funds as shown in Exhibit B-1. 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.

V. Delete Exhibit B-1, Schedule of Rates and Contract Maximum, and replace with the attached.

EXHIBIT B-1 ALCOHOL, DRUG AND MENTAL HEALTH SERVICES SCHEDULE OF RATES AND CONTRACT MAXIMUM

CONTRACTOR NAME: Good Samaritan Shelter Services, Inc. FISCAL YEAR: 2009-10

						PROGRAM						
											CARES North	
		Residential	Residential		Recovery Point -	Project	Turning Boint	Turning Point	Transitional	Transitional	Dual	
		Detox (Santa	Detox	Recovery Point	ROSC (Santa	PREMIE	PN Outpatient	ROSC	Living Centers	Living Centers	Diagnosis	
	Unit	Maria)	(Lompoc)	(Santa Maria)	Maria)	(Santa Maria)	(Lompoc)	(Lompoc)	(Santa Maria)	(Lompoc)	Specialist	TOTAL
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					NUMBER OF			n nistory):				
Perinatal 33-DCR	day	-	-	-		1,401	1,808		-	-	-	3,
Perinatal 33 - ODF Group	session		-	-		715	1,089		-	-	-	1,
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Perinatal 34 - ODF Individual	session	-		-		287	406		-	-	-	
	,	1										
33 - ODF Group	session		-	4,045		-	_		_	-		4,
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04 OBEL 11 1 1		1		400								
34 - ODF Individual	session			430		-	-		-	-	-	
50 - Residential Detox	bed day	3,148	2,062	-		-	-		-	-	-	5,
1				171							1	
85-SATTA (8 tests = 1 staff hour)	staff hour	60	30	1/1		-	-		-	-	-	
56-TLC PN	bed day	1 1							2,947	2,195		5,
***************************************	cost								_,,,,,			
SAMHSA MARS Services	reimbursed	\$31,575	-			-	-		-	-	-	\$31,
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SAMHSA SWHF Services	reimbursed	.	_				\$254,296	I	-	-	_ . 	\$254,
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CARES Dual Diagnosis Specialist	reimbursed		-			-			-	-	\$121,000	\$121,
	cost											
18-Recovery-Oriented Systems of Care	reimbursed	1 1		1	\$10,000	I		\$10,000	1	1	1	\$20,
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OST PER UNIT/PROVISIONAL RATE:												
Perinatal 33 - DCR							\$73.04					
Perinatal 33 - ODF Group							\$57.26					
Perinatal 34-ODF Individual							\$95.23					
33-ODF Group Except Perinatal							\$28.27					
34-ODF Individual Except Perinatal							\$66.53					
50-Residential Detox	,						\$56.89					
85-SATTA							\$66.53					
56 - TLC PN	,						\$77.46					
SAMHSA MARS Services							As Budgeted					
SAMHSA SWHF Services							As Budgeted					
CARES Dual Diagnosis Specialist	,						As Budgeted					
18-Recovery-Oriented Systems of Care							As Budgeted					
10-10-covery-Oriented Systems of Care							As Duugeleu					
ROSS COST:		\$ 280.083	\$ 205,930	\$ 263,660	\$ 10,000	\$ 159,100	\$ 480,796	\$ 10,000	\$ 316,812	\$ 185,122	\$ 121,000	\$2,032,
	OTOD. (see a	Ψ 200,000	ψ 200,000	Φ 200,000	Ψ 10,000	Ψ 100,100	Ψ 400,730	Ψ 10,000	Ψ 010,012	Ψ 100,122	Ψ 121,000	ΨΖ,00Ζ,
ESS REVENUES COLLECTED BY CONTRA	CTOR: (as d	epicted in Contra	ictor's Budget	Packet)								
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	,	1. 1								l .		
LIENT FEES	,	\$ 24,000	\$ 24,000	\$ 76,083					\$ 24,000	\$ 15,122		\$163,
LIENT INSURANCE												
		£ 24.420	e co.coo			£ 44400			e 0.500		 	6407
ONTRIBUTIONS/GRANTS		\$ 21,428	\$ 62,630			\$ 14,100			\$ 9,500			\$107,
OUNDATIONS/TRUSTS	,	1 1										
PECIAL EVENTS												
											<u> </u>	
THER (LIST): OTHER GOVERNMENT		\$ 20,000		\$ 50,000			\$ 20,000		\$ 55,000			\$145,
THER (LIST):	,	1 1										
OTAL CONTRACTOR REVENUES*		\$ 65,428	\$ 86,630	\$ 126,083		\$ 14,100	\$ 20,000		\$ 88,500	\$ 15,122	\$ -	\$415,
					6 40.000	+,		¢ 10.000				
IAXIMUM (NET) CONTRACT AMOUNT:		\$ 214,655	\$ 119,300	\$ 137,577	\$ 10,000	\$ 145,000	\$ 460,796	\$ 10,000	\$ 228,312	₽ 170,000	\$ 121,000	\$ 1,616,6
				_		_	_					_
M/C Administrative Fee (15%)**		L !		\$ 16,765		\$ 25,588	\$ 26,471				I	\$ 68,8
M/C Gross Claim Maximum				111,765		\$ 170,588	\$ 176,471				i i	\$ 458,8
IVVO CIUSS CIAIIII IVIAAIIIIUIII								<u> </u>	<u> </u>			ψ 400,0
			SOUR	CES OF FUNDIN	NG FOR MAXIMU	IM CONTRACT	AMOUNT					
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ledi-Cal Treatment Services (6241)				\$ 95,000		\$ 60,000				ļ	↓	\$ 230,0
ledi-Cal Perinatal Services (6242)						\$ 85,000	\$ 75,000		<u> </u>	L		\$ 160,0
rug Testing SB 233/SATTA (6239)		\$ 4,000	\$ 2,000	\$ 11,405								\$ 17,4
		,550	. 2,000				 	 	1			
ACPA Treatment Services (6240)***				\$ 25,268								\$ 25,2
ACPA OTP (6240)	7	\$ 79,880	\$ 30,000	1		1		I		l	1	\$ 109,8
DP Treatment Services - SAPT (6243)		\$ 79,200		\$ 5,904			\$ 36,500				T I	\$ 168,9
		ψ 13,200		y 5,504			y 30,300		0 4=101-	0 4=0.00	 	
erinatal Non Drug Medi-Cal (6244)			\$ 20,000						\$ 171,312	\$ 170,000		\$ 361,
AMHSA MARS Grant (6246)		\$ 31,575				1				l		\$ 31,
AMHSA SWHF Grant (6244)							\$ 254,296		İ			
							φ ∠54,∠96		<u> </u>			\$ 254,
AMHSA FSSC Grant (6244) - to 9/30/09***		1 1		l		l			\$ 53,000	l		\$ 53,0
rug Court Services (6246)		\$ 20,000		_								\$ 20,
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outh Services (6250) revention Services (6351)				l	\$ 10,000	l		\$ 10,000		l	T	\$ 20,
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outh Services (6250) revention Services (6351) ecovery-Oriented Systems of Care (6243)		, ,					1					Ψ 121,
outh Services (6250) revention Services (6351)		ļ <u>l</u>									1 1	
outh Services (6250) revention Services (6351) ecovery-Oriented Systems of Care (6243) ther County Funds		\$ 214.655	\$ 119.300	\$ 137.577	\$ 10,000	\$ 145,000	\$ 460.706	\$ 10,000	\$ 228 312	\$ 170,000		\$ 1616
outh Services (6250) revention Services (6351) ecovery-Oriented Systems of Care (6243)		\$ 214,655	\$ 119,300	\$ 137,577	\$ 10,000	\$ 145,000	\$ 460,796	\$ 10,000	\$ 228,312	\$ 170,000		\$ 1,616,

^{*} Total Contractor Revenues serve as a hard match for SAPT funds. The source of the hard match shall be non-ADMHS sources secured by Contractor. The match does not apply to DM/C.

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).

^{***}This amount is an estimate based on a projection of the grant funds that will be available to the provider in FY 09-10. The actual amount will be determined by the amount of unexpended grant funds remaining after June 30, 2009. County will disburse funds not to exceed the actual grant funds available. In the event available grant funds are lower than this estimate, County will not provide other funding to supplement grant funds.

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

Good Samaritan Shelter 2009-10 - updated 9/11/09 AGENCY NAME:

COUNTY FISCAL YEAR:

	FISCAL	YEAR: 2009-10	ирис	aicu J	1 1/03									
# INE	COLUMN #	1		2	3	4	5	6	7	8	9	10	11	12
	I. REVENUE S	SOURCES:	AGE ORGAN	OTAL ENCY/ NIZATION DGET	COUNTY ADMHS PROGRAMS TOTALS	Cares	Turning Point Lompoc	Lompoc Detox	SM-TLC	Recovery Point	Santa Maria Detox	Shelter Programs	Project Premie	TLC Lompoc
1	Contribution	ns	\$ 2	208,107	\$ 183,158			\$ 62,630	\$ 9,500		\$ 21,428	\$ 75,500	\$ 14,100	
2	Foundation	s/Trusts	\$ 2	200,000	\$ 100,000							\$ 100,000		
3	Special Eve	ents			\$ -									
4	Legacies/Be	equests			\$ -									
5	Associated	Organizations			\$ -									
6	Membership				\$ -									
7	Sales of Ma	nterials			\$ -									
8	In Kind Con				\$ -									
9		ous Revenue			\$ -									
10	ADMHS Fu		\$ 1,6	57,640	\$ 1,657,640	\$ 121,000	\$ 470,796	\$ 119,300	\$ 228,312	\$ 147,577	\$ 214,655			\$ 170,000
11	Other Gove	rnment Funding	\$	90,100	\$ 47,500							\$ 47,500		
12														
13	Other (CWS		_	20,000			\$ 20,000		\$ 40,000	. ,				
14	Other (Cou		- T	25,000	T -/				\$ 15,000		\$ 10,000			
15		an Services)		87,500								\$ 187,500		
	Other (SBC			80,000	_									
17		dential Services)		50,000								\$ 25,000		
18	Total Other		\$ 2,6	618,347	\$ 2,345,798	\$ 121,000	\$ 490,796	\$ 181,930	\$ 292,812	\$ 197,577	\$ 256,083	\$ 476,500	\$ 159,100	\$ 170,000
	I.B Client a	nd Third Party												
19	Medicare				-									
20	Client Fees		\$ 2	250,018	208,205			\$ 24,000	\$ 24,000	\$ 76,083	\$ 24,000	\$ 45,000		\$ 15,122
21	Insurance				-						-			
22	SSI	•												
23	Other (spec	cify)			-						-			
24	Total Client	and Third Party	2	250,018	208,205	-	-	24,000	24,000	76,083	24,000	45,000	-	15,122
25	GROSS PR	OGRAM REVENUE	2,8	868,365	2,554,003	121,000	490,796	205,930	316,812	273,660	280,083	521,500	159,100	185,122

	III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY ADM PROGRAMS TOTALS		Cares		ng Point mpoc	Lom	npoc Detox	;	SM-TLC	Rec	overy Point		nta Maria Detox		Shelter Programs	Proj	iect Premie	TLO	C Lompoc
26	Salaries (Complete Staffing Schedule)	1,807,000	\$ 1,515,0	00 \$	110,000	\$ 2	258,300	\$	152,000	\$	179,400	\$	174,000	\$	204,000	\$	250,000	\$	99,600	\$	87,700
27	Employee Benefits		\$	-																	
28	Consultants		\$	-																	
29	Payroll Taxes		\$	-																	
30	Personnel Costs Total (Sum of lines 26	\$ 1,807,000	\$ 1,515,0	00 \$	110,000	\$ 2	258,300	\$	152,000	\$	179,400	\$	174,000	\$	204,000	\$	250,000	\$	99,600	\$	87,700
31	Professional Fees	24,000	\$ 21,7	00		\$	1,500	\$	1,500	\$	900	\$	2,500	\$	1,700	\$	5,000	\$	600	\$	8,000
32	Supplies	150,000	\$ 142,9	34		\$	46,700	\$	4,000	\$	25,300	\$	10,000	\$	4,000	\$	30,000	\$	7,934	\$	15,000
33	Telephone	42,000	\$ 41,6	14		\$	12,000	\$	2,000	\$	6,214	\$	5,000	\$	2,000	\$	8,000	\$	3,200	\$	3,200
34	Postage & Shipping	3,000	\$ 3,2	00		\$	500	\$	500	49	300	\$	500	\$	500	\$	500	69	200	\$	200
35	Occupancy (Facility Lease/Rent/Costs)	153,400	\$ 142,8	00		\$	38,000					\$	36,400			\$	68,400				
36	Rental/Maintenance Equipment		\$	-																	
37	Printing/Publications		\$	-																	
38	Transportation	45,000	\$ 45,0	00		\$	9,000	\$	9,000	\$	5,400			\$	9,000	\$	6,000	\$	3,600	\$	3,000
39	Conferences, Meetings, Etc	28,000	\$ 25,7	90		\$	6,090	\$	2,000	\$	3,000	\$	4,000	\$	2,000	\$	3,000	\$	2,000	\$	3,700
40	Insurance	50,000	\$ 50,0	00		\$	10,000	\$	3,000	\$	12,000	\$	4,000	\$	3,000	\$	10,000	\$	4,000	\$	4,000
41	Licenses and Fees	15,000	+ -,-			\$	3,000			\$	1,800	\$	3,000	\$	3,000	_	3,000		1,200		
42	Repairs and Maintenance	100,000	\$ 100,0	00		\$	20,000	\$	5,000	\$	5,900	\$	5,000	\$	10,000	\$	50,000	\$	700	\$	3,400
43	General and Administrative	-	\$	-																	
44	Drug Testing	150,000	\$ 150,0	00		\$	20,000	\$	10,000	\$	35,000	\$	11,000	\$	10,000	\$	35,000	\$	14,000	\$	15,000
45	Utilities	100,000	\$ 100,0	00		\$	25,000	\$	5,000	\$		\$	4,000	\$	5,000	\$	25,000	\$	8,000	\$	8,000
46	SUBTOTAL DIRECT COSTS	\$ 2,667,400	\$ 2,353,0	38	110,000	\$ 4	150,090	\$	194,000	\$	295,214	\$	259,400	\$	254,200	\$	493,900	\$	145,034	\$	151,200
	III. INDIRECT COSTS																				
47	Administrative Indirect Costs	200,965	\$ 200,9	55 5	11,000	\$	40,706	\$	11,930	\$	21,598	\$	14,260		25883	\$	27,600	\$	14,066	\$	33,922
48	GROSS DIRECT AND INDIRECT COSTS	\$ 2,868,365	\$ 2,554,0)3 \$	121,000	\$ 4	90,796	\$	205,930	\$	316,812	\$	273,660	\$:	280,083	\$	521,500	\$	159,100	\$	185,122

SIGNATURE PAGE

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 Agreement to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

	By: Chair, Board of Supervisors Date:
ATTEST: MICHAEL F. BROWN CLERK OF THE BOARD	CONTRACTOR
By: Deputy Date:	By: Tax Id No 77-0133375. Date:
APPROVED AS TO FORM: DENNIS MARSHALL COUNTY COUNSEL	APPROVED AS TO ACCOUNTING FORM: ROBERT W. GEIS, CPA AUDITOR-CONTROLLER
By Deputy County Counsel Date:	By Deputy Date:
APPROVED AS TO FORM: ALCOHOL, DRUG, AND MENTAL HEALTH SERVICES ANN DETRICK, PH.D. DIRECTOR	APPROVED AS TO INSURANCE FORM: RAY AROMATORIO RISK PROGRAM ADMINISTRATOR
By	By:
Director Date:	Date:

CONTRACT SUMMARY PAGE

BC 10-033

(Complete data below, print, obtain signature of au	uthorized departmental representative, and submit this form (and attachments) to the Clerk of the Board
(>\$25,000) or Purchasing (<\$25,000). See also "	Contracts for Services" policy. Form is not applicable to revenue contracts.
1	Fiscal Vear	09-10

υ 1.	1 13	cai i c ai				09-10					
D2.	Bu	dget Unit Num	nber		043						
D3.			ber								
D4.						Alcohol, Drug, & Mental Health					
D5.											
D6.	Tel	lephone				(805) 681-5229					
K1. K2. K3. K4. K5. K6.	Bri Co Co Ori	ef Summary on ntract Amount ntract Begin Diginal Contract	of Contract Descrit Date t End Date	rsonal Service ρ (cription/Purpose		\$1616640 7/1/2009 6/30/10					
Seq#		Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTota	IAmt NewEndDate	Purpose				
1		7/1/09	\$-83018		\$1616640	6/30/10	Delete SACPA and Add ROSC				

B1. B2. B3. B4. B5.	Is this a Board Contract? (Yes/No)	N/A N/A N/A N/A
F1. F2. F3. F4. F5. F6. F7.	Encumbrance Transaction Code Current Year Encumbrance Amount Fund Number Department Number Division Number (if applicable) Account Number Cost Center number (if applicable). Payment Terms	\$1616640 0049 043 N/A 7461 6240
V1. V2. V3. V4. V5. V6. V7. V8. V9. V10. V11. V12	Vendor Numbers (A=Auditor; P=Purchasing) EID	Good Samaritan Shelter 401 W. Morrison Ave. Ste. B. Santa Maria, CA 93458 8053468185 77-0133375 Sylvia Barnard, Executive Director 6/15/2010 9/18/2010 Recovery Point Detox - 420010BN Danielle Spahn

I certify information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date:		Authorized Signature	:
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