

THIRD AMENDMENT 2010-2011

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Whereas, this Third Amended Contract incorporates the terms and conditions set forth in the contract approved by the County Board of Supervisors in June 2009, the First Amendment approved by the County Board of Supervisors in November 2009, the Second Amendment approved by the ADMHS Director in June 2010, except as modified by this Third 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 Item 4, Term, from Agreement and replace with the following:

4. **TERM.** Contractor shall commence performance on **July 1, 2010**, and end performance upon completion, but no later than **June 30, 2011**, unless otherwise directed by County or unless earlier terminated.

II. Delete Section 13, Compliance with HIPAA, from Agreement, and replace with the following:

13. **COMPLIANCE WITH HIPAA.** Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

III. Delete Section This Agreement Includes, from 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 - Financial Provisions
- 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 E – Program Goals, Outcomes and Measures

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IV. Delete Section 8, Confidentiality, of Exhibit A, Statement of Work, and replace with the following:

8. **CONFIDENTIALITY.** Contractor agrees to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and Section 13 of this Agreement. Patient records must comply with all appropriate State and Federal requirements. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this program or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.

V. Delete Section 14, Additional Requirements, of Exhibit A, Statement of Work, and replace with the following:

14. ADDITIONAL PROGRAM REQUIREMENTS

- A. Contractor shall provide services in coordination and collaboration with ADMHS, including Mental Health Services, Probation, other County departments, and other community based organizations, as applicable.
- B. Contractor shall provide a safe, clean and sober environment for recovery.
- C. Contractor shall require clients to attend Twelve Step or other self-help support groups and activities.
- D. Contractor shall provide *Seeking Safety* or other trauma-informed services where indicated.
- E. Contractor shall stay informed on, and implement, Matrix or other current best practice curriculum in providing treatment services.
- F. Contractor shall utilize motivational interviewing techniques, as defined by Treatment Improvement Protocol ([TIP 35: Enhancing Motivation for Change in Substance Use Disorder Treatment](#)) (SAMHSA) in providing counseling services.
- G. Contractor shall require each client to be screened for Tuberculosis (TB) prior to admission using the Alcohol and Drug Program (ADP) TB Screening Questions and Follow-Up Protocol.
- H. Contractor shall refer pregnant clients to Perinatal specialized services, as clinically indicated.

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VI. Delete Section 5, Clients, of Exhibit A-1, Statement of Work – Residential Detox, and replace with the following:

5. **CLIENTS.** Contractor shall provide 8 residential detoxification beds in Santa Maria and 6 residential detoxification beds in Lompoc as described in Section 4 to 145 clients in Santa Maria and 81 clients in Lompoc, referred by sources specified in Section 7.A. Contractor shall admit clients with co-occurring disorders as appropriate.

VII. 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 \$1527710. 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.

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

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

CONTRACTOR NAME: **Good Samaritan Shelter Services, Inc.** FISCAL YEAR: **2010-2011**

DESCRIPTION/MODE/SERVICE FUNCTION:	PROGRAM											TOTAL
	Unit	Residential Detox (Santa Maria)	Residential Detox (Lompoc)	Recovery Point (Santa Maria)	Recovery Point - ROSC (Santa Maria)	Project PREMIE (Santa Maria)	Turning Point PN Outpatient (Lompoc)	Turning Point ROSC (Lompoc)	Transitional Living Centers (Santa Maria)	Transitional Living Centers (Lompoc)	CARES North Dual Diagnosis Specialist	
NUMBER OF UNITS PROJECTED (based on history):												
Perinatal 33-DCR	day	-	-	-		2,107	1,002		-	-	-	3,109
Perinatal 33 - ODF Group	session	-	-	-		1,075	601		-	-	-	1,676
Perinatal 34 - ODF Individual	session	-	-	-		431	221		-	-	-	652
33 - ODF Group	session	-	-	6,837		-	-		-	-	-	6,837
34 - ODF Individual	session	-	-	726		-	-		-	-	-	726
50 - Residential Detox	bed day	2,792	2,062	-		-	-		-	-	-	4,854
85-SATTA (8 tests = 1 staff hour)	staff hour	60	30	147		-	-		-	-	-	237
56-TLC PN	bed day								2,212	2,418	-	4,630
SAMHSA MARS Services	reimbursed cost	\$9,768	-	-		\$29,303	-		-	-	-	\$39,071
SAMHSA SWHF Services	reimbursed cost	-	-	-		-	\$ 180,000		-	-	-	\$180,000
CARES Dual Diagnosis Specialist	reimbursed cost	-	-	-		-	-		-	-	\$121,000	\$121,000
18-Recovery-Oriented Systems of Care	reimbursed				\$8,600			\$8,600				\$17,200
COST 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					
GROSS COST:		\$ 207,348	\$ 178,800	\$ 317,476	\$ 8,600	\$ 290,883	\$ 292,000	\$ 8,600	\$ 226,855	\$ 271,663	\$ 121,000	\$1,923,224
LESS REVENUES COLLECTED BY CONTRACTOR: (as depicted in Contractor's Budget Packet)												
CLIENT FEES		\$ 30,000	\$ 25,000	\$ 22,640					\$ 16,535	\$ 9,333		\$103,508
CLIENT INSURANCE												\$0
CONTRIBUTIONS/GRANTS									\$ 10,000	\$ 25,000		\$35,000
FOUNDATIONS/TRUSTS												\$0
SPECIAL EVENTS												\$0
OTHER (LIST): OTHER GOVERNMENT		\$ 5,000				\$ 30,000						\$35,000
OTHER (LIST): CWS		\$ 9,500	\$ 9,500	\$ 64,006		\$ 30,000			\$ 29,000	\$ 50,000		\$192,006
OTHER (LIST): MISCELLANEOUS			\$ 25,000	\$ 5,000								
TOTAL CONTRACTOR REVENUES*		\$ 44,500	\$ 59,500	\$ 91,646	\$ -	\$ 60,000	\$ -	\$ -	\$ 55,535	\$ 84,333	\$ -	\$395,514
MAXIMUM (NET) CONTRACT AMOUNT:		\$ 162,848	\$ 119,300	\$ 225,830	\$ 8,600	\$ 230,883	\$ 292,000	\$ 8,600	\$ 171,320	\$ 187,330	\$ 121,000	\$ 1,527,710
DM/C Administrative Fee (15%)**				\$ 25,588		\$ 25,588	\$ 17,647					\$ 68,824
DM/C Gross Claim Maximum				170,588		\$ 170,588	\$ 117,647					\$ 458,824
SOURCES OF FUNDING FOR MAXIMUM CONTRACT AMOUNT												
Medi-Cal Treatment Services (6241)				\$ 145,000		\$ 60,000	\$ 25,000					\$ 230,000
Medi-Cal Perinatal Services (6242)						\$ 85,000	\$ 75,000					\$ 160,000
Drug Testing SB 233/SATTA (6239)		\$ 4,000	\$ 2,000	\$ 9,800								\$ 15,800
SACPA Treatment Services (6240)		\$ 39,880	\$ 30,000	\$ 21,730								\$ 91,610
ADP Treatment Services - SAPT (6243)		\$ 89,200	\$ 47,300	\$ 49,300			\$ 12,000					\$ 197,800
Recovery-Oriented Systems of Care (6243)					\$ 8,600			\$ 8,600				\$ 17,200
Perinatal Non Drug Medi-Cal (6244)			\$ 20,000			\$ 56,580			\$ 147,320			\$ 223,900
SAMHSA SWHF Grant (6244)							\$ 180,000			\$ 187,330		\$ 367,330
Drug Court Services (6246)		\$ 20,000										\$ 20,000
SAMHSA MARS Grant (6246)		\$ 9,768				\$ 29,303						\$ 39,070
CalWORKS (6249)			\$ 20,000						\$ 24,000			\$ 44,000
Youth Services (6250)												\$ -
Prevention Services (6351)												\$ -
Other County Funds											\$ 121,000	\$ 121,000
TOTAL (SOURCES OF FUNDING)		\$ 162,848	\$ 119,300	\$ 225,830	\$ 8,600	\$ 230,883	\$ 292,000	\$ 8,600	\$ 171,320	\$ 187,330	\$ 121,000	\$ 1,527,710

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

* 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.

**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).

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

Santa Barbara County Alcohol, Drug and Mental Health Services Contract Budget Packet Entity Budget By Program												
AGENCY NAME:		Good Samaritan Shelter										
COUNTY FISCAL YEAR:		2010-11										
Gray Shaded cells contain formulas, do not overwrite												
COLUMN #	1	2	3	4	5	6	7	8	9	10	11	12
I. REVENUE SOURCES:		TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Cares	Lompoc Detox	Turning Point Lompoc	Lompoc-TLC	Recovery Point	Santa Maria Detox	Shelter Programs	Project Premie	SM-TLC
1	Contributions	\$ 145,000	\$ 125,000				\$ 25,000			\$ 90,000		\$ 10,000
2	Foundations/Trusts	\$ 150,000	\$ -									
3	Special Events	\$ -	\$ -									
4	Legacies/Bequests	\$ -	\$ -									
5	Associated Organizations	\$ -	\$ -									
6	Membership Dues	\$ -	\$ -									
7	Sales of Materials	\$ -	\$ -									
8	Investment Income	\$ -	\$ -									
9	Miscellaneous Revenue	\$ 60,000	\$ 60,000		\$ 25,000			\$ 5,000		\$ 30,000		
10	ADMHS Funding	\$ 1,568,711	\$ 1,568,711	\$ 121,000	\$ 119,300	\$ 300,600	\$ 187,330	\$ 234,430	\$ 162,848	\$ 41,000	\$ 230,883	\$ 171,320
11	Other Government Funding	\$ 475,861	\$ 419,861						\$ 5,000	\$ 384,861	\$ 30,000	
12	Drug Medical-6241	\$ -	\$ -									
13	Drug Medical-6243	\$ -	\$ -									
14	CalWorks	\$ -	\$ -									
15	Samhsa/MARS	\$ -	\$ -									
16	CWS	\$ 192,006	\$ 192,006		\$ 9,500		\$ 50,000	\$ 64,006	\$ 9,500		\$ 30,000	\$ 29,000
17	Other (specify)	\$ -	\$ -									
18	Total Other Revenue (Sum of lines 1 through 17)	\$ 2,591,578	\$ 2,365,578	\$ 121,000	\$ 153,800	\$ 300,600	\$ 262,330	\$ 303,436	\$ 177,348	\$ 545,861	\$ 290,883	\$ 210,320
I.B Client and Third Party Revenues:												
19	Medicare		-									
20	Client Fees	\$ 159,508	159,508		\$ 25,000		\$ 9,333	\$ 22,640	\$ 30,000	\$ 56,000		\$ 16,535
21	Insurance		-									
22	SSI		-									
23	Other (specify)		-									
24	Total Client and Third Party Revenues (Sum of lines 19 through 23)	159,508	159,508	-	25,000	-	9,333	22,640	30,000	56,000	-	16,535
25	GROSS PROGRAM REVENUE BUDGET (Sum of lines 18 + 24)	2,751,086	2,525,086	121,000	178,800	300,600	271,663	326,076	207,348	601,861	290,883	226,855

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	III. DIRECT COSTS	TOTAL AGENCY / ORGANIZATION BUDGET	COUNTY ADMHS PROGRAMS TOTALS	Cares	Lompoc Detox	Turning Point Lompoc	Lompoc-TLC	Recovery Point	Santa Maria Detox	Shelter Programs	Project Premie	SM-TLC
26	Salaries (Complete Staffing Schedule)	1,605,121	\$ 1,398,800	\$ 90,480	\$ 104,000	\$ 187,200	\$ 135,200	\$ 168,480	\$ 124,800	\$ 297,440	\$ 171,600	\$ 119,600
27	Employee Benefits	\$ 184,589	\$ 160,862	\$ 10,405	\$ 11,960	\$ 21,528	\$ 15,548	\$ 19,375	\$ 14,352	\$ 34,206	\$ 19,734	\$ 13,754
28	Consultants		\$ -									
29	Payroll Taxes	\$ 168,538	\$ 146,874	\$ 9,500	\$ 10,920	\$ 19,656	\$ 14,196	\$ 17,690	\$ 13,104	\$ 31,231	\$ 18,018	\$ 12,558
30	Personnel Costs Total (Sum of lines 26 through 29)	\$ 1,958,248	\$ 1,706,536	\$ 110,386	\$ 126,880	\$ 228,384	\$ 164,944	\$ 205,546	\$ 152,256	\$ 362,877	\$ 209,352	\$ 145,912
31	Professional Fees		\$ -									
32	Supplies	245,827	\$ 230,000		\$ 10,500	\$ 25,500	\$ 25,000	\$ 41,000	\$ 10,500	\$ 66,500	\$ 25,500	\$ 25,500
33	Telephone		\$ -									
34	Postage & Shipping		\$ -									
35	Occupancy (Facility Lease/Rent/Costs)	330,511	\$ 283,511		\$ 13,500	\$ 23,500	\$ 43,300	\$ 45,000	\$ 12,500	\$ 113,711	\$ 16,000	\$ 16,000
36	Rental/Maintenance Equipment		\$ -									
37	Printing/Publications		\$ -									
38	Transportation	58,000	\$ 38,000		\$ 9,000	\$ 4,500	\$ 4,500		\$ 9,000	\$ 2,000	\$ 4,500	\$ 4,500
39	Conferences, Meetings, Etc		\$ -									
40	Insurance	60,000	\$ 39,000		\$ 2,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 2,000	\$ 10,000	\$ 5,000	\$ 5,000
41	Education and Training	31,000	\$ 20,500			\$ 4,000	\$ 4,000	\$ 2,500		\$ 2,500	\$ 3,750	\$ 3,750
42	Other (specify)		\$ -									
43	Other (specify)		\$ -									
44	Other (specify)		\$ -									
45	Other (specify)		\$ -									
46	SUBTOTAL DIRECT COSTS	\$ 2,683,586	\$ 2,317,547	\$ 110,386	\$ 161,880	\$ 290,884	\$ 246,744	\$ 299,046	\$ 186,256	\$ 557,588	\$ 264,102	\$ 200,662
	III. INDIRECT COSTS											
47	Administrative Indirect Costs	\$ 67,500	\$ 207,539	\$ 10,614	\$ 16,920	\$ 9,716	\$ 24,919	\$ 27,030	\$ 21,092	\$ 44,273	\$ 26,781	\$ 26,193
48	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 46+ 47)	\$ 2,751,086	\$ 2,525,086	\$ 121,000	\$ 178,800	\$ 300,600	\$ 271,663	\$ 326,076	\$ 207,348	\$ 601,861	\$ 290,883	\$ 226,855

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X. Delete Exhibit B-3, Fee Schedule, and replace with the following:

EXHIBIT B-3

COUNTY OF SANTA BARBARA ALCOHOL & DRUG PROGRAM FEE SCHEDULE FY 2010-2011

ANNUAL GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	9,570	12,830	16,090	19,350	22,610	25,870	29,130	32,390
10	13,170	16,070	18,970	21,870	24,770	27,670	30,570	33,470
15	16,770	19,670	22,570	25,470	28,370	31,270	34,170	37,070
20	20,370	23,270	26,170	29,070	31,970	34,870	37,770	40,670
25	23,970	26,870	29,770	32,670	35,570	38,470	41,370	44,270
30	27,570	30,470	33,370	36,270	39,170	42,070	44,970	47,870
35	31,170	34,070	36,970	39,870	42,770	45,670	48,570	51,470
40	34,770	37,670	40,570	43,470	46,370	49,270	52,170	55,070
45	38,370	41,270	44,170	47,070	49,970	52,870	55,770	58,670
50	41,970	44,870	47,770	50,670	53,570	56,470	59,370	62,270
55	45,570	48,470	51,370	54,270	57,170	60,070	62,970	65,870
60	49,170	52,070	54,970	57,870	60,770	63,670	66,570	69,470
65	52,770	55,670	58,570	61,470	64,370	67,270	70,170	73,070
70	56,370	59,270	62,170	65,070	67,970	70,870	73,770	76,670
75	59,970	62,870	65,770	68,670	71,570	74,470	77,370	80,270
80	63,570	66,470	69,370	72,270	75,170	78,070	80,970	83,870
85	67,170	70,070	72,970	75,870	78,770	81,670	84,570	87,470
90	70,770	73,670	76,570	79,470	82,370	85,270	88,170	91,070

MONTHLY GROSS FAMILY INCOME

NUMBER OF DEPENDENTS

FEE PER VISIT	1	2	3	4	5	6	7	8
5	798	1,069	1,341	1,613	1,884	2,156	2,428	2,699
10	1,098	1,339	1,581	1,823	2,064	2,306	2,548	2,789
15	1,398	1,639	1,881	2,123	2,364	2,606	2,848	3,089
20	1,698	1,939	2,181	2,423	2,664	2,906	3,148	3,389
25	1,998	2,239	2,481	2,723	2,964	3,206	3,448	3,689
30	2,298	2,539	2,781	3,023	3,264	3,506	3,748	3,989
35	2,598	2,839	3,081	3,323	3,564	3,806	4,048	4,289
40	2,898	3,139	3,381	3,623	3,864	4,106	4,348	4,589
45	3,198	3,439	3,681	3,923	4,164	4,406	4,648	4,889
50	3,498	3,739	3,981	4,223	4,464	4,706	4,948	5,189
55	3,798	4,039	4,281	4,523	4,764	5,006	5,248	5,489
60	4,098	4,339	4,581	4,823	5,064	5,306	5,548	5,789
65	4,398	4,639	4,881	5,123	5,364	5,606	5,848	6,089
70	4,698	4,939	5,181	5,423	5,664	5,906	6,148	6,389
75	4,998	5,239	5,481	5,723	5,964	6,206	6,448	6,689
80	5,298	5,539	5,781	6,023	6,264	6,506	6,748	6,989
85	5,598	5,839	6,081	6,323	6,564	6,806	7,048	7,289
90	5,898	6,139	6,381	6,623	6,864	7,106	7,348	7,589

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XI. Delete Exhibit C, Standard Indemnification and Insurance Provisions, and replace with the following:

EXHIBIT C STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance of the work described herein; including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

Contractor shall defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement; including, but not limited to, any act or omission to act on the part of the Contractor or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

Contractor shall notify the County immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the Contractor's indemnification of the County, Contractor shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place Contractor in default. Upon request by the County, Contractor shall provide a certified copy of any insurance policy to the County within ten (10) working days.

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1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all Contractor's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the County. In the event Contractor is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if Contractor has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and Contractor submits a written statement to the County stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of Contractor and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the Contractor in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between County and Contractor. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of Contractor pursuant to Contractor's activities hereunder. Contractors shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. County, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence. The general liability insurance shall not be less than \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the County.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the County shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of Contractor's professional staff with a combined single limit of not less than

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\$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the Contractor is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

Contractor shall submit to the office of the designated County representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. County shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by County or acceptance of the certificate of insurance by County shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services of operation pursuant to the contract, nor shall it be deemed a waiver of County's rights to insurance coverage hereunder.

In the event the Contractor is not able to comply with the County's insurance requirements, County may, at their sole discretion and at the Contractor's expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the County. The County's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

XII. Delete Exhibit BAA, HIPAA Business Associate Agreement.

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SIGNATURE PAGE

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

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

COUNTY OF SANTA BARBARA

By: _____
JANET WOLF
CHAIR, BOARD OF SUPERVISORS
Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy
Date: _____

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

By: _____
Tax Id No 77-0133375.
Date: _____

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 _____
Director
Date: _____

By: _____
Date: _____

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CONTRACT SUMMARY PAGE

BC 10-033

Complete data below, print, obtain signature of authorized 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.

D1. Fiscal Year 10-11
D2. Budget Unit Number 043
D3. Requisition Number N/A
D4. Department Name Alcohol, Drug, & Mental Health
D5. Contact Person Danielle Spahn
D6. Telephone (805) 681-5229

K1. Contract Type (check one): ☐ Personal Service ☐ Capital
K2. Brief Summary of Contract Description/Purpose Treatment, detox, perinatal case
K3. Contract Amount \$1527710
K4. Contract Begin Date 7/1/2010
K5. Original Contract End Date 6/30/10
K6. Amendment History

Seq#	Effective Date	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose
1	7/1/10	\$1527710		\$1527710	6/30/11	Renew for FY 10-11

B1. Is this a Board Contract? (Yes/No) True
B2. Number of Workers Displaced (if any) N/A
B3. Number of Competitive Bids (if any) N/A
B4. Lowest Bid Amount (if bid) N/A
B5. If Board waived bids, show Agenda Date N/A
and Agenda Item Number
B6. Boilerplate Contract Text Unaffected? (Yes / or cite Yes

F1. Encumbrance Transaction Code 1701
F2. Current Year Encumbrance Amount \$1527710
F3. Fund Number 0049
F4. Department Number 043
F5. Division Number (if applicable) N/A
F6. Account Number 7461
F7. Cost Center number (if applicable) 6240
F8. Payment Terms Net 30

V1. Vendor Numbers (A=Auditor; P=Purchasing) EID A=324348
V2. Payee/Contractor Name Good Samaritan Shelter, Inc.
V3. Mailing Address 401 W. Morrison Ave. Ste. B.
V4. City, State (two-letter) Zip (include +4 if known) Santa Maria, CA 93458
V5. Telephone Number 8053468185
V6. Contractor's Federal Tax ID Number (EIN or SSN) 77-0133375
V7. Contact Person Sylvia Barnard, Executive Director
V8. Workers Comp Insurance Expiration Date 6/15/2010
V9. Liability Insurance Expiration Date[s] 9/18/2010
V10. Professional License Number Recovery Point Detox - 420010BN
V11. Verified by (name of county staff) Danielle Spahn
V12. Company Type (Check one): Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

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

Date: _____ Authorized Signature: _____