

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

between

County of Santa Barbara

and

Council on Alcoholism and Drug Abuse

**FIRST AMENDMENT**

This is the First Amendment (hereafter referred to as "First Amendment") to the Agreement for Treatment Services, BC 19-409 (hereafter Agreement), by and between the County of Santa Barbara (County) and Council on Alcoholism and Drug Abuse (CADA) (Contractor), for the provision of enhanced treatment services to County of Santa Barbara Probation clients.

**WHEREAS**, the Agreement is effective through February 28, 2023;

**WHEREAS**, County and Contractor desire to amend the Agreement to insert the Board of State and Community Corrections (BSCC) books and records requirement clauses to the Agreement and revise Contractor's budget by amending line item budgets listed in Attachment B-1 to incorporate additional expenditures while maintaining the total contract maximum of \$894,593.00

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, October 15, 2019, BC 19-409;

**NOW, THEREFORE**, this Agreement is amended as follows:

- I. In EXHIBIT B "**Payment Arrangement**", under Paragraph F, "OTHER FINANCIAL REQUIREMENTS, subparagraph 2. "Fiscal Records" and subparagraph 4. "Inspection of Records" are replaced with the following:

2. Fiscal Records

CONTRACTOR shall maintain proper fiscal and project books, records, documents and other evidence pertinent to the CONTRACTOR's work on this project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of four (4) years after the acceptance of the final local evaluation report under the Grant Agreement, and shall be subject to examination and/or audit by the COUNTY, BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

4. Inspection of Records

CONTRACTOR shall make such books, records, supporting documentations, and other evidence available to the COUNTY, BSCC or designee, the State Controller's Office, the

Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of four (4) years after acceptance of the final grant project audit. CONTRACTOR shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

II. **Attachment B-1**, "SCHEDULE OF FEES", is replaced as follows:

**AMENDED ATTACHMENT B-1  
SCHEDULE OF FEES**

	<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>Youth Reinvestment Grant (YRG) Diversion Services (7/01/19 to 6/30/20)</b>			
<b><u>Salaries &amp; Benefits:</u></b>			
Program Coordinator South County (\$28.62/hr. x 2 hrs./wk.) 10% effort	\$ 5,700	\$ (2,724)	\$ 2,976
Program Coordinator North County \$(28.00/hr. x 2 hrs./wk.) 10% effort	\$ 4,992	\$ (2,080)	\$ 2,912
Diversion Case Manager/Educator South County (\$18.50/hr. x 40 hrs./wk. for 24.5 wks.)	\$ 41,600	\$ (23,470)	\$ 18,130
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk. for 19.5 wks.)	\$ 41,600	\$ (26,000)	\$ 15,600
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk. for 19.5 wks.)	\$ 41,600	\$ (26,000)	\$ 15,600
Treatment Counselor (\$24.00/hr.)	\$ 38,896	\$ (22,256)	\$ 16,640
Vertical Change Administrator (\$26.00/hr.)	\$ -	\$ 1,140	\$ 1,140
Client Admin Support (\$20.00/hr.) 10% effort	\$ -	\$ 3,120	\$ 3,120
<b>Total Salaries</b>	<b>\$ 174,388</b>	<b>\$ (98,269)</b>	<b>\$ 76,119</b>
<b>Benefits @ 23%</b>	<b>\$ 40,109</b>	<b>\$ (22,602)</b>	<b>\$ 17,507</b>
<b>Total Salaries and Benefits</b>	<b>\$ 214,497</b>	<b>\$ (120,871)</b>	<b>\$ 93,626</b>
<b><u>Training Costs:</u></b>			
Grantee Orientation Conference	\$ -	\$ 1,091	\$ 1,091
Multi-Dimensional Family Therapy	\$ -	\$ 7,000	\$ 7,000
Moral Reconciliation Therapy Training	\$ -	\$ 2,400	\$ 2,400
Girls Circle Facilitator Training	\$ -	\$ 4,657	\$ 4,657
Boys Council Facilitator Training	\$ -	\$ 2,523	\$ 2,523
<b>Total Training Costs</b>	<b>\$ -</b>	<b>\$ 17,671</b>	<b>\$ 17,671</b>
<b><u>Operating Costs:</u></b>			
Travel	\$ 2,900	\$ (1,080)	\$ 1,821
Program Supplies	\$ 5,000	\$ (1,000)	\$ 4,000
Laptops (3 x \$500.00)	\$ 1,500	\$ -	\$ 1,500
Communication (Cell Phone)	\$ 4,320	\$ (2,520)	\$ 1,800
Marketing Materials	\$ 200	\$ -	\$ 200
Printing (Brochures, Officer Cards, Visuals)	\$ -	\$ 5,000	\$ 5,000
Activities/Incentives	\$ 5,000	\$ (2,500)	\$ 2,500
Vertical Change-Program Evaluation Software	\$ -	\$ 2,250	\$ 2,250
Lompoc Facility Costs	\$ -	\$ 1,865	\$ 1,865
<b>Total Operating Costs</b>	<b>\$ 18,920</b>	<b>\$ 2,015</b>	<b>\$ 20,935</b>
<b>Total Salaries/Benefits and Training/Operating Costs</b>	<b>\$ 233,417</b>	<b>\$ (101,185)</b>	<b>\$ 132,232</b>
Indirect Costs (5% of Total Program Expenses)	\$ 11,671	\$ (5,059)	\$ 6,612
<b>Total Contract Maximum (7/01/19 to 6/30/20)</b>	<b>\$ 245,088</b>	<b>\$ (106,244)</b>	<b>\$ 138,844</b>

**AMENDED ATTACHMENT B-1  
SCHEDULE OF FEES**

	<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>Youth Reinvestment Grant (YRG) Diversion Services (7/01/20 to 6/30/21)</b>			
<b><u>Salaries &amp; Benefits:</u></b>			
Program Coordinator South County (\$28.62/hr. x 40 hrs./wk.) 10% effort	\$ 5,700	\$ 253	\$ 5,953
Program Coordinator North County \$(28.00/hr. x 40 hrs./wk.) 10% effort	\$ 4,992	\$ 832	\$ 5,824
Diversion Case Manager/Educator South County (\$20.00/hr. x 40 hrs./wk.)	\$ 41,600	\$ -	\$ 41,600
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk.)	\$ 41,600	\$ -	\$ 41,600
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk.)	\$ 41,600	\$ -	\$ 41,600
Treatment Counselor (\$24.00/hr. x 40 hrs./wk.)	\$ 38,896	\$ 11,024	\$ 49,920
Vertical Change Administrator (\$26.00/hr. x 1.25 hrs./wk.)	\$ -	\$ 1,690	\$ 1,690
Client Admin Support (\$20.00/hr. x 40 hrs./wk.) 10% effort	\$ -	\$ 4,160	\$ 4,160
<b>Total Salaries</b>	<b>\$ 174,388</b>	<b>\$ 17,959</b>	<b>\$ 192,347</b>
<b>Benefits @ 23%</b>	<b>\$ 40,109</b>	<b>\$ 4,131</b>	<b>\$ 44,240</b>
<b>Total Salaries and Benefits</b>	<b>\$ 214,497</b>	<b>\$ 22,090</b>	<b>\$ 236,587</b>
<b><u>Training Costs:</u></b>			
Multi-Dimensional Family Therapy	\$ -	\$ 7,000	\$ 7,000
Moral Reconciliation Therapy Training	\$ -	\$ 2,400	\$ 2,400
Girls Circle Facilitator Training	\$ -	\$ 1,656	\$ 1,656
Boys Council Facilitator Training	\$ -	\$ 955	\$ 955
Teaching Cannabis/Marijuana Awareness & Prevention	\$ -	\$ 2,355	\$ 2,355
<b>Total Training Costs</b>	<b>\$ -</b>	<b>\$ 14,366</b>	<b>\$ 14,366</b>
<b><u>Operating Costs:</u></b>			
Travel	\$ 2,900	\$ (25)	\$ 2,875
Program Supplies	\$ 5,000	\$ -	\$ 5,000
Communication (Cell Phone)	\$ 4,320	\$ -	\$ 4,320
Marketing Materials	\$ 200	\$ -	\$ 200
Printing (Brochures, Officer Cards, Visuals)	\$ -	\$ 2,500	\$ 2,500
Activities/Incentives	\$ 5,000	\$ -	\$ 5,000
Vertical Change-Program Evaluation Software	\$ -	\$ 4,500	\$ 4,500
Lompoc Facility Costs	\$ -	\$ 4,476	\$ 4,476
<b>Total Operating Costs</b>	<b>\$ 17,420</b>	<b>\$ 11,451</b>	<b>\$ 28,871</b>
<b>Total Salaries/Benefits and Training/Operating Costs</b>	<b>\$ 231,917</b>	<b>\$ 47,906</b>	<b>\$ 279,823</b>
Indirect Costs (5% of Total Program Expenses)	\$ 11,596	\$ 2,395	\$ 13,991
<b>Total Contract Maximum (7/01/20 to 6/30/21)</b>	<b>\$ 243,513</b>	<b>\$ 50,301</b>	<b>\$ 293,814</b>

**AMENDED ATTACHMENT B-1  
SCHEDULE OF FEES**

	<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>Youth Reinvestment Grant (YRG) Diversion Services (7/01/21 to 6/30/22)</b>			
<b><u>Salaries &amp; Benefits:</u></b>			
Program Coordinator South County (\$28.62/hr. x 40 hrs./wk.) 10% effort	\$ 5,700	\$ 253	\$ 5,953
Program Coordinator North County \$(28.00/hr. x 40 hrs./wk.) 10% effort	\$ 4,992	\$ 832	\$ 5,824
Diversion Case Manager/Educator South County (\$20.00/hr. x 40 hrs./wk.)	\$ 41,600	\$ -	\$ 41,600
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk.)	\$ 41,600	\$ -	\$ 41,600
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk.)	\$ 41,600	\$ -	\$ 41,600
Treatment Counselor (\$24.00/hr. x 40 hrs./wk.)	\$ 38,896	\$ 11,024	\$ 49,920
Vertical Change Administrator (\$26.00/hr. x 1.25 hrs./wk.)	\$ -	\$ 1,690	\$ 1,690
Client Admin Support (\$20.00/hr. x 40 hrs./wk.) 10% effort	\$ -	\$ 4,160	\$ 4,160
Total Salaries	\$ 174,388	\$ 17,959	\$ 192,347
Benefits @ 23%	\$ 40,109	\$ 4,131	\$ 44,240
<b>Total Salaries and Benefits</b>	<b>\$ 214,497</b>	<b>\$ 22,090</b>	<b>\$ 236,587</b>
<b><u>Operating Costs:</u></b>			
Travel	\$ 2,900	\$ (25)	\$ 2,875
Program Supplies	\$ 5,000	\$ -	\$ 5,000
Communication (Cell Phone)	\$ 4,320	\$ -	\$ 4,320
Marketing Materials	\$ 200	\$ -	\$ 200
Printing (Brochures, Officer Cards, Visuals)	\$ -	\$ 2,500	\$ 2,500
Activities/Incentives	\$ 5,000	\$ -	\$ 5,000
Vertical Change-Program Evaluation Software	\$ -	\$ 4,500	\$ 4,500
Lompoc Facility Costs	\$ -	\$ 4,476	\$ 4,476
<b>Total Operating Costs</b>	<b>\$ 17,420</b>	<b>\$ 11,451</b>	<b>\$ 28,871</b>
<b>Total Salaries/Benefits and Operating Costs</b>	<b>\$ 231,917</b>	<b>\$ 33,540</b>	<b>\$ 265,457</b>
Indirect Costs (5% of Total Program Expenses)	\$ 11,596	\$ 1,677	\$ 13,273
<b>Total Contract Maximum (7/01/21 to 6/30/22)</b>	<b>\$ 243,513</b>	<b>\$ 35,217</b>	<b>\$ 278,730</b>

**AMENDED ATTACHMENT B-1  
SCHEDULE OF FEES**

	<b>Adopted Budget</b>	<b>Adjustment</b>	<b>Amended Budget</b>
<b>Youth Reinvestment Grant (YRG) Diversion Services (7/01/22 to 2/28/23)</b>			
<b><u>Salaries &amp; Benefits:</u></b>			
Program Coordinator South County (\$28.62/hr. x 40 hrs./wk.) 10% effort	\$ 3,800	\$ 169	\$ 3,969
Program Coordinator North County \$(28.00/hr. x 40 hrs./wk.) 10% effort	\$ 3,328	\$ 555	\$ 3,883
Diversion Case Manager/Educator South County (\$20.00/hr. x 40 hrs./wk.)	\$ 27,733	\$ 0	\$ 27,733
Diversion Case Manager/Educator Santa Maria (\$20.00/hr. x 40 hrs./wk.)	\$ 27,733	\$ 0	\$ 27,733
Diversion Case Manager/Educator Lompoc (\$20.00/hr. x 40 hrs./wk.)	\$ 27,733	\$ 0	\$ 27,733
Treatment Counselor (\$24.00/hr. x 40 hrs./wk.)	\$ 25,931	\$ 7,349	\$ 33,280
Vertical Change Administrator (\$26.00/hr. x 1.25 hrs./wk.)	\$ -	\$ 1,129	\$ 1,129
Client Admin Support (\$20.00/hr. x 40 hrs./wk.) 10% effort	\$ -	\$ 2,773	\$ 2,773
Total Salaries	\$ 116,259	\$ 11,975	\$ 128,234
Benefits @ 23%	\$ 26,740	\$ 2,754	\$ 29,494
<b>Total Salaries and Benefits</b>	<b>\$ 142,999</b>	<b>\$ 14,729</b>	<b>\$ 157,728</b>
<b><u>Operating Costs:</u></b>			
Travel	\$ 2,030	\$ (18)	\$ 2,013
Program Supplies	\$ 3,633	\$ (1,009)	\$ 2,624
Communication (Cell Phone)	\$ 2,880	\$ -	\$ 2,880
Marketing Materials	\$ 200	\$ -	\$ 200
Activities/Incentives	\$ 3,000	\$ -	\$ 3,000
Vertical Change-Program Evaluation Software	\$ -	\$ 3,000	\$ 3,000
Lompoc Facility Costs	\$ -	\$ 3,036	\$ 3,036
<b>Total Operating Costs</b>	<b>\$ 11,743</b>	<b>\$ 5,009</b>	<b>\$ 16,752</b>
<b>Total Salaries/Benefits and Operating Costs</b>	<b>\$ 154,742</b>	<b>\$ 19,739</b>	<b>\$ 174,480</b>
Indirect Costs (5% of Total Program Expenses)	\$ 7,737	\$ 987	\$ 8,724
<b>Total Contract Maximum (7/01/22 to 2/28/23)</b>	<b>\$ 162,479</b>	<b>\$ 20,726</b>	<b>\$ 183,204</b>
<b>Total Contract Maximum (07/01/19 to 2/28/23)</b>	<b>\$ 894,593</b>	<b>\$ (0)</b>	<b>\$ 894,593</b>

- III. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and Exhibit(s). The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
- IV. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment for Agreement for Services of Independent Contractor between the County of Santa Barbara and Council on Alcoholism and Drug Abuse.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement for Services of Independent Contractor to be effective on the date executed by COUNTY.

**ATTEST:**

**COUNTY OF SANTA BARBARA:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Shirley de la Guerra  
Deputy Clerk

By: Gregg Hart  
Gregg Hart, Chair, Board of Supervisors

Date 5-19-20

**RECOMMENDED FOR APPROVAL: PROBATION**

**CONTRACTOR:**

**COUNCIL ON ALCOHOLISM AND DRUG ABUSE**

By: Tanja Heitman  
Tanja Heitman, Chief  
Department Head

By: Scott Whiteley  
Authorized Representative

Name SCOTT WHITELEY  
Title EXECUTIVE DIRECTOR

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
Risk Management

By: \_\_\_\_\_  
Risk Management

First Amendment for Agreement for Services of Independent Contractor between the County of Santa Barbara and Council on Alcoholism and Drug Abuse.

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

ATTEST:

COUNTY OF SANTA BARBARA:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Gregg Hart, Chair, Board of  
Supervisors

Date \_\_\_\_\_

RECOMMENDED FOR  
APPROVAL:  
PROBATION

CONTRACTOR:

COUNCIL ON ALCOHOLISM AND  
DRUG ABUSE

By: \_\_\_\_\_  
Tanja Heltman, Chief  
Department Head

By: \_\_\_\_\_  
Authorized Representative

Name SCOTT WHITELEY  
Title EXECUTIVE DIRECTOR

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED AS TO ACCOUNTING  
FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:  
Risk Management

By: Ray Aromatorio, Date: 2020.05.05  
Risk Manager 12:15:06 -04'00'  
Risk Management