

**FIRST AMENDMENT
TO THE AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

THIS FIRST AMENDMENT to the Agreement for Services of Independent Contractor referenced as **BC #21-059** (hereafter First Amended Agreement), is made by and between the **County of Santa Barbara** (County or Department) and **Family Service Agency of Santa Barbara County** (Contractor), for the continued provision of services specified herein.

WHEREAS, Contractor 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 herein set forth;

WHEREAS, the County Board of Supervisors authorized the County to enter into an Agreement for Services of Independent Contractor with **Family Service Agency of Santa Barbara County** on June 22, 2021 (hereafter Agreement) (BC 21-059) for the provision of substance use prevention services for a total Agreement amount not to exceed \$240,000 for the period of July 1, 2020 through June 30, 2022;

WHEREAS, this First Amended Agreement adds the Federal Award Identification Table and carries over unused FY 20-21 Prop 47 funding in the amount of \$24,488 to the Agreement for FY 21-22, for a new Maximum Contract Amount not to exceed **\$6,287,212**, inclusive of \$2,160,052 for FY 21-22, \$2,086,642 for FY 22-23, and \$2,040,518 for FY 23-24 for the period of July 1, 2021 through June 30, 2024; and

WHEREAS, this First Amended Agreement incorporates the terms and conditions set forth in the original Agreement approved by the County Board of Supervisors on June 22, 2021, except as modified by this First Amended Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. Add Exhibit A-1, Statement of Work: ADP, General Provisions, Section 19.D:

D. Federal Award Identification. CONTRACTOR acting as a Federal Subrecipient shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this subaward. The following Federal Award Information is provided in accordance with 2 CFR § 200.332:

FEDERAL AWARD IDENTIFICATION TABLE

(continued on next page)

FY 21-22

FFY21 Federal Award Identification Table		
1	Subrecipient Name	Family Service Agency
2	Subrecipient Unique Entity Number (DUNS Number)	21867353
3	Federal Award ID	1B08TI083437-01
4	FAIN	B08TI083437
5	Federal Award Date	2/1/2021
6	Subaward Period of Performance - Start Date and End Date	07/01/2021-06/30/2022
7	Subaward Budget Period - Start Date and End Date	07/01/2021-06/30/2022
8	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$158,000.00
9	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$158,000.00
10	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through	\$158,000.00
11	Federal Award Project Description	Substance Abuse Prevention & Treatment Block Grant
12	Federal Awarding Agency	Substance Abuse and Mental Health Services Administration (SAMHSA)
13	Pass Through Entity	California Department of Health Care Services & County of Santa Barbara Behavioral Wellness
14	Contact Information for Awarding Official of Pass Through Entity	Director County of Santa Barbara Department of Behavioral Wellness 300 N. San Antonio Rd Santa Barbara, CA 93110
15	CFDA Number	93.959
16	CFDA Name	Block Grants for Prevention and Treatment of Substance Abuse
17	Is Award for Research and Development?	No
18	Indirect Cost Rate for Award	15% or less
19	Requirements Imposed by Pass Through Entity	Contractor shall abide by all relevant provisions of law governing the SABG including but not limited to, the Code of Federal Regulations Title 45 Part 96 and Section 1921 of the Public Health Service Act, Title XIX Part B, and Subpart II and III. Contractor shall also comply with Performance Agreement Number 18-95274-A01 between Department of Behavioral Wellness and DHCS, until such time as the amendment or a new Performance Agreement is entered into between Behavioral Wellness and DHCS. Contractor shall abide by subsequent Performance Agreements executed during the term of this agreement.
20	Additional requirements- Financial and Performance Reports	Contractor shall abide by all relevant provisions listed in the County Contract under Exhibit A's (Statements of Work) and Exhibit B (ADP Financial Provisions)
21	Access to Subrecipient Records	The subrecipient must permit the County and auditors access to subrecipient records and financial statements as necessary for the County to meet requirements of 2 CFR 200.332 and to determine compliance with federal award requirements.
22	Closeout Terms and Conditions	Contractor shall comply with the closeout requirements in 2 CFR § 200.344, as applicable. Contractor shall also provide County documentation to complete its responsibilities per 2 CFR § 200.344. In accordance with the County contract, Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

II. Delete Exhibit B – ADP Financial Provisions, Section II (Maximum Contract Amount) in its entirety and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed **\$6,287,212**, inclusive of **\$639,658** in Alcohol and Drug Program funding, inclusive of \$277,534 for FY 21-22; \$204,124 for FY 22-23; and \$158,000 for FY 23-24, 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. Delete Exhibit B-1 ADP – Schedule of Rates and Contract Maximum in its entirety and replace with the following:

**EXHIBIT B-1 – ADP
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2 – A3)**


CONTRACTOR NAME Family Service Agency FISCAL YEAR: 2021-24

Drug Medi-Cal /Non Drug Medi-Cal	Service Type	Mode	Service Description	Unit of Service	DMC Service Function Code	AoD Cost Report Service Code	County Maximum Allowable Rate
Non - Drug Medi-Cal Billable Services	Early Intervention	N/A	Early Intervention	Direct Service Hours	N/A	18	Actual Cost ¹
	Case Management	N/A	Case Management	Direct Service Hours	N/A	68	Actual Cost ¹

	Program		TOTAL
	Strengthening Families Program	Prop 47 Step Down Facility - Case Management	
GROSS COST:	\$ 158,000	\$ 119,534	\$ 277,534
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES			\$ -
CONTRIBUTIONS			\$ -
OTHER (LIST):			\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ -	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 158,000	\$ 119,534	\$ 277,534

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal			\$ -
Realignment/SAPT - Discretionary			\$ -
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment	\$ 158,000		\$ 158,000
Realignment/SAPT - Primary Prevention			\$ -
CalWORKS			\$ -
Other County Funds		\$ 119,534	\$ 119,534
FY21-22 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 158,000	\$ 119,534	\$ 277,534
FY22-23 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 158,000	\$ 46,124	\$ 204,124
FY23-24 TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 158,000	\$ -	\$ 158,000
GRAND TOTAL (SOURCES OF BEHAVIORAL WELLNESS FUNDING)	\$ 474,000	\$ 165,658	\$ 639,658

CONTRACTOR SIGNATURE:  DocuSigned by: Lisa Brabo 8658639A7B50479...

FISCAL SERVICES SIGNATURE:  DocuSigned by: Melissa Manzo FB27946053EC4CE...

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

¹Reimbursement based on approved costs.

IV. Delete Exhibit B-2 – Schedule of Rates and Contract Maximum in its entirety and replace with the following:

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM**

AGENCY NAME: Family Service Agency of Santa Barbara County
 COUNTY FISCAL YEAR: 21-24

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# LINE	COLUMN #	1	2	3	4	5	6	7	8	9	10
II. REVENUE SOURCES:											
1		Contributions	\$ 552,166	\$ -							
2		Foundations/Trusts	\$ 1,101,937	\$ -							
3		Event Income (net)	\$ 125,000	\$ -							
4		Behavioral Wellness Funding	\$ 2,160,052	\$ 2,160,052	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 119,534
5		Other Government Funding	\$ 4,536,924	\$ -							
6		Private Insurance	\$ 171,000	\$ -							
7		Other Contracts incl School Districts	\$ 5,933,533	\$ -							
8		Release from Restrictions	\$ 200,000	\$ -							
9		Rent, Grant/Loan	\$ 51,147	\$ -							
10		Total Other Revenue	\$ 14,831,759	\$ 2,160,052	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 119,534
II. Client and Third Party Revenues:											
11		Client Fees									
12		SSI									
13		Other (specify)									
14		Total Client and Third Party Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15		GROSS PROGRAM REVENUE BUDGET	\$ 14,831,759	\$ 2,160,052	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 119,534

**EXHIBIT B-2
ENTITY BUDGET BY PROGRAM**

III. DIRECT COSTS	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Managed Care (FFS)	Intensive In Home (IIH)	Pathways to WellBeing (HOPE)	School Based Counseling (SBC)	Carpenteria START (Carp Start)	Strengthening Families Program (ADP-FRC)	Prop47 Step Down Facility (BWELL- PR47)
III.A. Salaries and Benefits Object Level									
16 Salaries (Complete Staffing Schedule)	\$ 8,413,545	\$ 1,356,205	\$ 154,613	\$ 671,323	\$ 125,455	\$ 184,994	\$ 67,324	\$ 70,649	\$ 81,847
17 Employee Benefits & Payroll Taxes (Billed Fringe)	\$ 2,846,049	\$ 366,170	\$ 41,745	\$ 181,257	\$ 33,873	\$ 49,949	\$ 18,178	\$ 19,072	\$ 22,096
18 Salaries and Benefits Subtotal	\$ 11,259,594	\$ 1,722,375	\$ 196,358	\$ 852,580	\$ 159,328	\$ 234,943	\$ 85,502	\$ 89,721	\$ 103,943
III.B. Services and Supplies Object Level									
19 Program Consultants	\$ 281,814	\$ 29,100	\$ 3,000	\$ 15,000	\$ 3,300	\$ 4,000	\$ 1,800	\$ 2,000	
20 Program Mileage/Travel	\$ 102,954	\$ 11,750	\$ 1,000	\$ 7,000	\$ 1,500	\$ 600	\$ 300	\$ 1,350	
21 Program Supplies	\$ 624,937	\$ 28,797	\$ 4,000	\$ 9,597	\$ 1,400	\$ 3,000	\$ 800	\$ 10,000	
22 Program Utilities	\$ 68,297	\$ 12,500	\$ 3,000	\$ 7,500	\$ 400	\$ 600	\$ 200	\$ 800	
23 Program Trainings	\$ 46,676	\$ 3,300	\$ 500	\$ 1,500	\$ 200	\$ 800	\$ 300		
24 Program Telephone/Internet	\$ 116,930	\$ 16,522	\$ 3,200	\$ 8,000	\$ 2,022	\$ 2,000	\$ 500	\$ 800	
25 Program Bldg Maintenance	\$ 152,404	\$ 15,843	\$ 3,631	\$ 8,500	\$ 1,216	\$ 931	\$ 566	\$ 1,000	
26 Program Rent	\$ 72,586	\$ 9,500	\$ 100	\$ 500	\$ 100	\$ 500	\$ 4,800	\$ 3,500	
27 Program Outreach (Media)	\$ 37,200	\$ 400	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	
28 Program Equipment	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
29 Subcontracts	\$ 1,175,933	\$ 28,220	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,220	
30 Fundraising/Development Expenses	\$ 161,629	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
31 Unallowable/Other Costs	\$ 57,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
32 Services and Supplies Subtotal	\$ 2,923,680	\$ 155,931	\$ 18,531	\$ 57,697	\$ 10,238	\$ 12,531	\$ 9,266	\$ 47,670	\$ -
33 SUBTOTAL DIRECT COSTS	\$ 14,183,274	\$ 1,878,306	\$ 214,889	\$ 910,277	\$ 169,565	\$ 247,474	\$ 94,767	\$ 137,391	\$ 103,943
IV. INDIRECT COSTS									
34 Administrative Indirect Costs (Reimbursement limited to 15%)	\$ 623,997	\$ 281,746	\$ 32,233	\$ 136,541	\$ 25,435	\$ 37,121	\$ 14,215	\$ 20,609	\$ 15,591
35 GROSS DIRECT AND INDIRECT COSTS	\$ 14,807,271	\$ 2,160,052	\$ 247,123	\$ 1,046,818	\$ 195,000	\$ 284,595	\$ 108,982	\$ 158,000	\$ 119,534

- V. Effectiveness.** The terms and provisions set forth in this First Amended Agreement shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amended Agreement, 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.
- VI. Execution of Counterparts.** This First Amended Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

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SIGNATURE PAGE

First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Family Service Agency of Santa Barbara**.

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

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

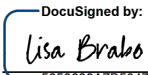
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

Family Service Agency of Santa Barbara

By:  _____
Authorized Representative

Name: Lisa Brabo

Title: Executive Director

Date: 11/30/2021

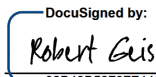
APPROVED AS TO FORM:

RACHEL VAN MULLEM
COUNTY COUNSEL

By:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy

RECOMMENDED FOR APPROVAL:

PAM FISHER, PSY.D., ACTING DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By:  _____
Acting Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By:  _____
Risk Manager