

## FIRST AMENDMENT

### TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

between

County of Santa Barbara

and

Community Solutions Incorporated

This is the First Amendment (hereafter referred to as "First Amendment") to Agreement, BC 22001 (hereafter Agreement), by and between the County of Santa Barbara (County) and Community Solutions Incorporated (Contractor), for the provision of enhanced treatment services to County of Santa Barbara Probation clients.

**WHEREAS**, the Agreement is effective through June 30, 2023;

**WHEREAS**, County and Contractor desire to amend EXHIBIT A, "STATEMENT OF WORK," to add **Section VII. Batterer's Intervention Program (BIP)** for indigent clients.

**WHEREAS**, County and Contractor desire to also amend Exhibit B, Attachment B-1, "SCHEDULE OF FEES," to add \$94,439 to the total amount of the contract in payment of the additional BIP services.

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement approved by the County of Santa Barbara on, May 17, 2022, BC 22001.

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

1. Section VII, in its entirety, is added to EXHIBIT A, STATEMENT OF WORK as follows:

**VII. CONTRACTOR shall provide Batterer's Intervention Programming (BIP) intervention for re-aligned and standard domestic violence offenders, as referred by COUNTY.**

A. Service Component:

1. CONTRACTOR shall provide Batterer's Intervention Programming (BIP) sessions at Probation report and Resource Centers (PRRC) located in Santa Maria and Santa Barbara to the realigned and other indigent clients on standard probation that COUNTY deems appropriate. BIP facilitation at the Santa Maria and Santa Barbara PRRCs will reflect the COUNTY'S position and initiatives of AB 372. BIP is a targeted intervention with the goal of rehabilitating the client and strengthening the family unit. The BIP sessions are targeted to increase responsibility for the domestic violent act by the client, gain awareness on how the client's behavior impacts the entire family, and increase empathy for the victim(s) of the violence.

B. Description Component:

1. Under this section VII, CONTRACTOR shall provide multiple BIP modules using the STOP curriculum which includes twenty-six (26) weekly sessions, provided in a group setting of no more than fifteen participants. Each session must be one hundred and twenty (120) minutes in length. Shorter or longer sessions require prior approval by COUNTY. Additional individual sessions, up to three (3) may be provided, which may include an intake appointment, treatment progress check-ins, and completion / discharge summary meeting.
2. Group will be facilitated by certified BIP facilitators employed by CONTRACTOR.
3. CONTRACTOR will accept all referrals, and upon receipt of a referral will enroll the client within three (3) business days.
4. CONTRACTOR shall provide services in Spanish as needed.
5. CONTRACTOR shall be trained in and utilize Motivational Interviewing techniques.
6. CONTRACTOR shall notify COUNTY of any staffing changes
7. CONTRACTOR shall adhere to the Health Insurance Portability and Accountability ACT (HIPAA) of 1996, develop and maintain comprehensive patient confidentiality policies and procedures, and demonstrate reasonable efforts to secure written and/or electronic client information.
8. CONTRACTOR shall cooperate in making available necessary witnesses for court hearings and trials, including staff that have provided treatment to a client referred by COUNTY.

C. Service Locations:

1. Santa Maria PRRC, 124 W. Carmen Lane, Santa Maria, CA 93458.
2. Santa Barbara PRRC 4500 Hollister, Santa Barbara, CA

D. Hours of Operation:

1. Monday through Thursday between 8:30 a.m. to 5:30 p.m., and Friday 8:30 a.m. to 5 p.m.
2. Classes held via a virtual platform may be held outside of the business hours of the PRRC, upon agreement by the CONTRACTOR and COUNTY.

E. Treatment Position Title:

1. BIP Facilitator

F. Qualifications of the position:

1. CONTRACTOR shall ensure that all staff providing services are fully trained and certified in the specific curriculum being utilized. CONTRACTOR will also ensure that all staff receive appropriate supervision to include fidelity with curriculum being delivered.
2. Bachelor's Degree plus one (1) year experience in a social services field deemed applicable by CONTRACTOR. Experience in teaching, training, and/or group facilitation is preferable. Education may be substituted with experience on a year-by-year basis in consultation with COUNTY.

G. CONTRACTOR shall conduct an individual intake and discharge appointment with the client.

H. CONTRACTOR will process weekly individual progress notes on each client.

I. CONTRACTOR will ensure that each client signs Consent to Release Information and Consent to Treatment/Follow-Up forms.

J. CONTRACTOR will be responsible for documenting group participation in participant files for all attendees and will also have a group sign-in log that will be provided to COUNTY with each monthly invoice.

K. Discharge planning shall be conducted by CONTRACTOR. The plan shall include recommendations for post-discharge, linkages to other services, if appropriate, and reason for discharge.

L. On a case-by-case basis, the following may be cause for client exclusion from the program: client threat of or actual violence, or rude or disruptive behavior that cannot be redirected.

2. EXHIBIT B, Attachment B-1, Schedule of Fees is replaced in its entirety with Amended Attachment B-1, Schedule of Fees, as follows:

**Amended Attachment B-1**  
**22-23 CSI-Adult AB109 / SB678 BIP Facilitator Position Ad**

<b>Attachment B-1 Schedule of Fees</b>	<b>Approved Current FY 22-23 Budget</b>		<b>Proposed BIP Budget</b>	<b>1st Amendment Budget</b>
	<b>AB109</b>	<b>CBT</b>	<b>Gen. Fund (GF)</b>	<b>Total</b>
<b>Wages &amp; Salary</b>				
Senior Project Dir.	14,328	2,883	2,811	20,022
Intervention Specialist	248,808	44,568		293,376
Intervention Specialist - OT	5,032	1,680		6,712
Intervention Specialist Allowance	2,000			2,000
BIP Facilitator (1.0 FTE/40hrs per week at \$20 per Hour)			41,600	41,600
BIP Facilitator - Allowance			3,000	3,000
Total Salaries	270,168	49,131	47,411	366,710
<i>Benefits</i>	<i>61,047</i>	<i>14,367</i>	<i>14,226</i>	<i>100,253</i>
Total Personnel Salaries & Benefits	<b>351,215</b>	<b>64,118</b>	<b>61,636</b>	<b>476,969</b>
<b>Operating Expenses</b>				
Employee Costs	4,450	2,950	2,830	10,230
Employee Mileage	6,000	600	8,815	15,415
Employee Training & Edu. Fees	2,800	720	720	4,240
Travel	2,900	250	-	3,150
Subcontracted Programming/Housing/Case Mgmt. Sys	3,383	2,633	3,030	9,046
Client Materials and Incentives	13,000	3,300	3,300	19,600
Supplies and Other	5,400	3,514	3,023	11,937
Equipment	10,320	2,400	2,500	15,220
Total Operating Exp.	<b>48,253</b>	<b>16,367</b>	<b>24,218</b>	<b>88,838</b>
<b>Total Salary &amp; Operating Exp.</b>	<b>399,468</b>	<b>80,485</b>	<b>85,854</b>	<b>565,807</b>
<i>Adoption to CFR206 ICRP at 10%</i>	<i>39,947</i>	<i>8,049</i>	<i>8,585</i>	<i>56,580</i>
<b>TOTAL EXPENSES</b>	<b>439,415</b>	<b>88,534</b>	<b>94,439</b>	<b>622,387</b>

3. **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.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement for services of Independent Contractor between County of Santa Barbara and Community Solution Incorporated to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: Sheila DiabGuerra  
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Joan Hartmann  
Joan Hartmann, Chair, Board  
of Supervisors  
Date 9-13-22

RECOMMENDED FOR APPROVAL:

PROBATION

DocuSigned by:  
Tanja Heitman  
By: FFA4B8B8288E486...  
Tanja Heitman, Chief  
Department Head

CONTRACTOR:

Community Solution Incorporated

DocuSigned by:  
Fernando J. Muniz  
By: DD2BEF1BFCCB43D...  
Authorized Representative

Name Fernando J. Muniz

Title CEO

APPROVED AS TO FORM:

Rachel Van Mullem  
County Counsel

DocuSigned by:  
Maria Murratt  
By: 3E38D52862D2478...  
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA  
Auditor-Controller

DocuSigned by:  
C. Schaffer  
By: A98ED6BB71D04FB...  
Deputy

APPROVED AS TO FORM:

Gregory Milligan, ARM  
Risk Manager

DocuSigned by:  
Gregory Milligan  
By: DC240AC1E64247D...  
Risk Management