

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
CHILD WELFARE SERVICES INTENSIVE IN-HOME SUPPORT SERVICES**

**Santa Barbara County**  
Department of Social Services

***Second Amendment***

This is a *Second Amendment* (*Second Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Family Service Agency of Santa Barbara County dba Santa Maria Valley Youth and Family Center** (CONTRACTOR).

**WHEREAS**, on June 20, 2017, the COUNTY approved the Agreement for Services of Independent Contractor, number BC#18-052, (Agreement) with CONTRACTOR for the provision of Child Welfare Services Intensive In-Home Supportive Services;

**WHEREAS**, on June 13, 2018, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2018 to June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated; and

**WHEREAS**, the parties now desire to amend the Agreement to include counseling services through June 30, 2019.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

**The Agreement is amended as follows:**

1. Add and incorporate Exhibit A-1 to the Agreement as attached.
2. Section 4, **TERM**, of the Agreement, is amended to state in its entirety:

For the Extension Period, CONTRACTOR shall commence performance on July 1, 2018 and end performance upon completion, but no later than June 30, 2019, unless otherwise directed by COUNTY or unless earlier terminated.

*Counseling Services as identified in Exhibit A-1 shall begin on July 1, 2018 and end performance upon completion, but no later than June 30, 2019.*

3. Section VI., **PERFORMANCE MEASURES AND OUTCOMES**, of EXHIBIT A, STATEMENT OF WORK, is amended to state in its entirety:
  - 95% of the referrals received shall be responded to by the CONTRACTOR within 3 business days.
  - 100% compliance with scheduled appointments by the CONTRACTOR.
  - 85% of the children/families shall meet identified treatment goals at service termination as evidenced by clinical assessment, observation, and standardized measurement instrument outcomes.

4. Section A of Exhibit B of the Agreement is amended to state in its entirety:
  - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$90,000 for the period of July 1, 2017 through June 30, 2018, and not to exceed \$150,000 for the period of July 1, 2018 through June 30, 2019. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.
  
5. Section B of Exhibit B is amended to state in its entirety:
  - B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2017 through June 30, 2018, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2018 through June 30, 2019, or **EXHIBIT B-3** (Schedule of Fees) for the period of July 1, 2018 through June 30, 2019, as applicable. **EXHIBIT B-3** shall only apply to worked performed for Counseling Services as identified in **EXHIBIT A-1**. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, and B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
  
6. Section C of Exhibit B is amended to state in its entirety:
  - C. Monthly, by the 10<sup>th</sup> of the month following the service month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2017 through June 30, 2018, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2018 through June 30, 2019, or **EXHIBIT B-3** (Schedule of Fees) for the period of July 1, 2018 through June 30, 2019, as applicable, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
  
7. Add and incorporate Exhibit B-3, Schedule of Fees for Fiscal Year 2018/2019, to the Agreement as attached.

In all other respects, the Agreement remains unchanged and shall remain in full effect.

**EXHIBIT A-1**  
**COUNSELING SERVICES**

1. **PROGRAM SUMMARY.** Counseling Services ( “Program”) are designed to serve adults ( “clients”) who are actively working with Child Welfare, and their families, with counseling services, which are time-limited, and solution focused. The goal of the Program is to support clients to competently and safely care for their children in alignment with their Child Welfare Services (CWS) case plan goals. The Program shall serve the Santa Barbara, Lompoc and Santa Maria areas. CWS staff shall refer eligible families to CONTRACTOR.
  
2. **PROGRAM GOALS.**
  - A. The Program shall support clients to competently and safely care for their children;
  - B. Define and refine family strengths, culture, vision and needs;
  - C. Prioritize client needs to create a Client Treatment Plan that will help meet those needs; and
  - D. Carry out the Client Treatment Plan until the client no longer requires Program support because the family’s vision has been achieved.
  
3. **SERVICES.** CONTRACTOR shall provide the following services to clients and their families:
  - A. CONTRACTOR shall utilize a variety of effective evidence-based treatment modalities and other promising practices known to be effective with the population served.
  - B. CONTRACTOR shall provide the following services, as needed, to Program clients:
    1. Conduct an assessment to evaluate the current status of the client’s mental, emotional, and behavioral health. This shall include relevant cultural issues and concerns. The client’s clinical history related to parenting, abuse, neglect and domestic violence shall be part of the assessment, as well as strengths and protective factors. This assessment shall help inform treatment planning.
    2. Providing therapeutic services which shall include:
      - Stress management;
      - Building communication skills;
      - Anger management skills;
      - Teaching and modeling effective parenting skills;
      - Developing and guiding parents in behavioral interventions;
      - Identifying and reinforcing appropriate family roles and relationships; or
      - Identifying communication patterns among family members and teaching family members appropriate response and coping mechanisms.

3. Providing therapy to strengthen family bonds, reduce conflict, improve communication, and ensure safety. This shall include:

- Sessions to focus on parenting education and strategies. A client's own history related to childhood trauma and parent/child relationships or domestic violence may also be addressed as it pertains to their current functioning as a parent.
- Individual or family therapy to strengthen family bonds, increase positive communication and interactions. This shall include issues related to circumstances that brought the family to the attention of CWS, so that these concerns can be addressed in alignment with CWS case plan goals. Interventions shall be targeted as needed to assist with parenting, compliance, self-care, anger management, communication skills and activities of daily living;

**4. OPERATIONS.**

**A. Service Intensity.**

1. Services provided by CONTRACTOR under this agreement shall be authorized by COUNTY on a case-by-case basis at time of referral. The initial authorization shall be 10 sessions for adults, or as otherwise authorized by the COUNTY.
2. Should additional sessions be recommended by CONTRACTOR, CONTRACTOR shall submit authorization detailing justification for additional services and anticipated length of treatment. Services should be time-limited in alignment with CWS case plan timeframe of 6 months or less.

**B. Treatment Location.** Services shall be provided primarily at CONTRACTOR's offices, but may also be provided at the client's home, or in the community as needed.

5. **CLIENTS.** CONTRACTOR shall provide services to clients who are actively working with Child Welfare and their families.

**6. REFERRALS.**

A. CONTRACTOR shall admit clients who are referred by County CWS staff.

B. CONTRACTOR shall receive/review the information provided by CWS and within three business days notify the assigned CWS caseworker and CWS supervisor of the date services will begin and the assigned clinician. Notification shall be done via email to the CWS caseworker with a copy to the CWS supervisor.

**7. DOCUMENTATION REQUIREMENTS.**

A. CONTRACTOR shall complete an assessment and Treatment Plan for each client receiving Services.

B. CONTRACTOR shall maintain the following client documentation within its electronic files for each client referred and treated:

- Client assessment,
- Treatment Plan, and
- Supporting progress note documentation

8. **DISCHARGE CRITERIA.** CONTRACTOR shall develop a Discharge Plan that is responsive to the client's needs and personal goals. The appropriateness for client discharge shall be determined on a case-by-case basis. Criteria for discharge shall include:

- A. Treatment goals have been sufficiently met;
- B. If the determination by CONTRACTOR and COUNTY that the treatment goals have not been met, CONTRACTOR shall provide the client with referrals to more appropriate treatment;
- C. The determination that significant progress has been made, even if not all goals have been met, such that the client no longer requires the Program services;
- D. The client's request to terminate Program services; or
- E. Client loss of contact or relocating from the service area.

**EXHIBIT B-3  
SCHEDULE OF FEES**

**FEE FOR SERVICE CALCULATION**

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Individual/Family Therapy Session	\$94	624	\$58,656
<b>MAXIMUM OBLIGATION</b>			\$60,000

//  
//

Second Amendment to the Agreement between the **County of Santa Barbara** and **Family Service Agency of Santa Barbara County dba Santa Maria Valley Youth and Family Center**.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment to the Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Das Williams  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Social Services

**CONTRACTOR:**

Family Service Agency of Santa Barbara  
County

By: \_\_\_\_\_  
Department Head

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

Name: Lisa Brabo

Title: Executive Director

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

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