

FIRST AMENDMENT

TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

This First Amendment (hereafter First Amended Contract) to the Agreement for Services of Independent Contractor, **BC 18-072** is made by and between the **County of Santa Barbara** (County) and **Family Service Agency** (Contractor), for the provision of new Alcohol and Drug Program Prevention 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 referenced herein;

Whereas, after releasing a Request for Proposal for prevention services, County has awarded Contractor a contract for the Strengthening Families Program, beginning October 1, 2017. So as to compensate Contractor for the additional services to be rendered under the Agreement, this First Amendment adds ADP funding in the amount of \$112,500, to the prior FY 17-18 contract maximum of \$1,754,247, for a new Total Contract Maximum not to exceed \$1,866,747 through June 30, 2018; and

Whereas, this First Amended Contract incorporates the terms and conditions set forth in the Agreement approved by the County Board of Supervisors in June 2017, except as modified in this First Amended Contract.

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

- I. **In Exhibit A, add the following new statement of work for prevention Services, subject to the terms set forth in Exhibit A- Alcohol and Drug Programs (ADP) Statement of Work:**

**Exhibit A-6
Statement of Work –ADP
STRENGTHENING FAMILIES**

1. **PROGRAM SUMMARY.** Family Service Agency - Family Support Services (hereafter “the Program”) offers family services to youth and families (hereafter “clients”) who have emotional or behavioral difficulties and who may benefit from family support. Program staff work as a team to address family strengthening through a system of patterns of interactions, positive reinforcement, and enhancing the family dynamic using communication through an effective evidenced-based program. Program services are structured to maximize the client’s existing strengths, assets and capacities. The Program provides interventions, linkages, and services for on-going support for learning, behavior, substance abuse and emotional problems. The Program shall serve the Lompoc, Santa Barbara and Santa Maria areas. The Program’s South County headquarters shall be at 123 West Gutierrez, Santa Barbara and the North County headquarters shall be at 110 South C Street, Suite A, Lompoc, California.

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The Program will implement the Strengthening Families Program (SFP), which is a nationally and internationally recognized parenting and family strengthening program for high-risk and general population families. SFP is an evidence-based family education and skills training program found to significantly improve parenting skills and family relationships, reduce problem behaviors, delinquency and alcohol and drug abuse in children and to improve social competencies and school performance.

2. **PROGRAM GOALS:** Contractor shall be responsible for achieving County Strategic Prevention Plan (SPP) goals available at:

<http://www.countyofsb.org/behavioral-wellness/Asset.c/3904>

Each goal is linked to objectives identified in the SPP and strategies identified in the Substance Abuse and Mental Health Services Administration (SAMHSA) Center for Substance Abuse Prevention (CSAP) Strategies, <http://www.samhsa.gov/prevention>. Contractor shall implement these CSAP strategies for the purpose of accomplishing prevention outcomes as identified in the SPP as follows:

- A. Decrease underage drinking.
- B. Decrease marijuana use among youth.

3. DEFINITIONS.

A. Primary Prevention – Universal Prevention: Primary Prevention programs are paid by Substance Abuse Prevention and Treatment (SAPT) Prevention Set Aside funding and must be used to implement universal prevention strategies. Universal prevention strategies address the entire population (national, local community, school and neighborhood) with messages and programs aimed at preventing or delaying the abuse of alcohol, tobacco, and other drugs. For example, it would include the general population and subgroups such as pregnant women, children, adolescents, and the elderly. The mission of universal prevention is to prevent the problem. All members of the population share the same general risk for substance abuse, although the risk may vary greatly among individuals. Universal prevention programs are delivered to large groups without any prior screening for substance abuse risk. The entire population is assessed as at-risk for substance abuse and capable of benefiting from prevention programs.

B. CSAP Strategy: SAMHSA CSAP has classified prevention into the following six strategies, as defined by Federal Register, Volume 58, Number 60, March 31, 1993, and detailed in the Provider Manual: *Information Dissemination; Education; Alternatives; Problem Identification and Referral; Community-Based Process; and Environmental*. The specific CSAP strategies and services Contractor shall implement are detailed in Section 4 (Services).

4. **SERVICES.** Contractor shall provide the following services to implement SPP outcome-based objectives and Universal Prevention strategies, as described herein, and in accordance with Attachment E ADP.

A. Demonstrate implementation of all aspects of the Strengthening Families Program (SFP) to adhere to the curriculum requirements.

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(<https://www.strengtheningfamiliesprogram.org/index.html>)

- i. Contractor shall implement the Strengthening Families curriculum to a minimum of 15-23 underserved families in each of the designated regions of Santa Barbara County (South, West and North).
- ii. Contractor shall focus on parents and youth within high-risk families specifically with youth ages 7-17 years old.
- iii. Contractor shall provide the full ten to fourteen (10-14) week SFP sessions a minimum of two (2) times per year.
- iv. Contractor shall facilitate separate English and Spanish-speaking groups based on the primary language of the families who are registered for the program.
- v. Contractor shall provide a family meal in conjunction with each SFP weekly session.
- vi. Contractor shall coordinate childcare for younger siblings as needed.

B. Decrease underage drinking.

- i. Contractor shall implement outreach and educational services for families to learn about risks of underage drinking and increase protective factors to reduce underage drinking. (CSAP Strategies: *Education, Information Dissemination*)

C. Decrease marijuana use among youth.

- i. Contractor shall implement outreach and educational services for families to learn about risks of marijuana use and increase protective factors to reduce marijuana use among youth. (CSAP Strategies: *Education, Information Dissemination*)

5. STAFFING

- A. Contractor shall identify a minimum of two (2) program staff to participate in a County-sponsored SFP training in order to serve as facilitators for the Strengthening Families Program and participate in on-going technical assistance as identified.
- B. Contractor shall provide a minimum of two (2) trained facilitators, a childcare provider, and a site coordinator, per designated region.

6. ADDITIONAL PROGRAM REQUIREMENTS:

- A. Contractor shall work closely with County staff to ensure a two-way flow of communication for effective program implementation and to receive technical assistance as needed.
- B. Contractor shall partner and collaborate with other County funded Prevention Providers, including:

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- i. Attendance at quarterly Partners in Prevention meetings to evaluate progress toward program goals and outcomes.
 - C. Contractor shall collaborate with County staff in order to collect and maintain all data entry requirements as follows:
 - i. Contractor shall implement the designated SFP pre- and post-tests as designed.
 - ii. Contractor shall submit SFP pre- and post-tests as instructed by County.
 - iii. Contractor shall enter data monthly into the *Primary Prevention Substance Use Disorder Data (PPSDS)* system, previously Cal-OMS.
 - iv. Completion of Contract Review Reporting Template on a quarterly basis.
 - v. Additional reporting and data collection as needed.
 - D. Contractor shall prepare for and participate in annual County monitoring site visits, and shall provide current information to County on all program activities, including:
 - i. Contractor shall provide County with 30 days advance written notice of training sessions and public or community events that the Contractor plans to sponsor.
 - ii. Contractor shall submit to County all media campaigns and outreach materials to Healthcare Program Coordinator for approval one week prior to distribution.
 - iii. Contractor shall submit to County all evaluation, pre- and post-test and survey result summaries.
 - iv. Contractor shall prepare documentation and materials to review in advance of County formal site visits.
 - v. Contractor shall complete any Corrective Action Plans (CAP) generated by the County as a result of formal site visits. CAPs are due within 30 days of receipt.
- II. **In Attachment E-ADP, Program Goals, Outcomes, and Measures, add the following:**

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Strengthening Families		
Program Goals	Outcomes	Measures
Provide the Strengthening Families education and skills training program throughout Santa Barbara County	1. Achieve Strengthening Families performance expectations	<ul style="list-style-type: none"> => 90% of program expectations met
	2. Demonstrate impact on adults/parents	<ul style="list-style-type: none"> => 5% increase in family strengths and resilience (parents)
	3. Demonstrate impact on youth/children	<ul style="list-style-type: none"> =>5% decrease in risk factors and/or problem behaviors (children)

III. In Exhibit B, Financial Provisions- ADP, delete Section II. MAXIMUM CONTRACT AMOUNT, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,866,747, inclusive of \$290,160 in Alcohol and Drug funding, 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.

IV. In Exhibit B - MH, Financial Provisions, delete Section II. MAXIMUM CONTRACT AMOUNT, and replace with the following:

II. MAXIMUM CONTRACT AMOUNT.

The Maximum Contract Amount of this Agreement shall not exceed \$1,866,747, inclusive of \$1,576,587 in Mental Health funding, and shall consist of County, State, and/or Federal funds as shown in Exhibit B-1-MH and subject to the provisions in Section 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.

V. Delete Exhibit B-1 ADP, Schedule of Rates and Contract Maximum and Replace with the following:

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Exhibit B-1-ADP

Schedule of Rates and Contract Maximum

CONTRACTOR NAME: Family Services Agency

FISCAL
YEAR: 2017-18

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
Drug Medi-Cal Billable Services	Outpatient	15	ODF Individual Counseling	Session	80	34	\$76.91
			ODF Group Counseling	Session	85	33	\$30.89
Non - Drug Medi-Cal Billable Services	Primary Prevention	N/A	Information Dissemination	Cal OMS	N/A	12	Actual Cost
			Education	Cal OMS	N/A	13	Actual Cost
			Alternatives	Cal OMS	N/A	14	Actual Cost
			Problem Identification and Referral	Cal OMS	N/A	15	Actual Cost
			Community-Based Process	Cal OMS	N/A	16	Actual Cost
	Environmental	Cal OMS	N/A	17	Actual Cost		
	Ancillary Services	N/A	Case Management (excluding SACPA clients)	Hours	N/A	68	Actual Cost

	PROGRAM		
	Outpatient Treatment	Primary Prevention Strengthening Families October 1, 2017 to June 30, 2018	TOTAL
GROSS COST:	\$ 177,660.00	\$ 118,125	\$ 295,785
LESS REVENUES COLLECTED BY CONTRACTOR:			
PATIENT FEES			\$ -
CONTRIBUTIONS			\$ -
OTHER (LIST): School District Funding		\$ 5,625	\$ -
TOTAL CONTRACTOR REVENUES	\$ -	\$ 5,625	\$ -
MAXIMUM CONTRACT AMOUNT PAYABLE:	\$ 177,660	\$ 112,500	\$ 290,160

SOURCES OF BEHAVIORAL WELLNESS FUNDING FOR MAXIMUM CONTRACT AMOUNT**			
Drug Medi-Cal	\$ 100,000.00		\$ 100,000
Realignment/SAPT - Discretionary	\$ 18,540.00		\$ 18,540
Realignment/SAPT - Perinatal			\$ -
Realignment/SAPT - Adolescent Treatment	\$ 59,120.00		\$ 59,120
Realignment/SAPT - HIV			\$ -
Realignment/SAPT - Primary Prevention		\$ 112,500	\$ 112,500
CalWORKS			\$ -
Other County Funds			\$ -
TOTAL (SOURCES OF FUNDING)	\$ 177,660	\$ 112,500	\$ 290,160

CONTRACTOR SIGNATURE: _____

STAFF ANALYST SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

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

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VI. Delete Exhibit B-2, and replace with the following:

EXHIBIT B-2

AGENCY NAME: Family Service Agency of Santa Barbara

COUNTY FISCAL YEAR: 2017-2018

Gray Shaded cells contain formulas, do not overwrite

LINE #	COLUMN #	1	2	3	4	5	6	7	8	9	9
		I. REVENUE SOURCES:	TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Intensive in Home	Managed Care Services	School Based Counseling	Carpinteria START	HOPE	ADP Drug Medi-Cal	ADP Family Strengthening
1		Contributions	\$ 453,307	\$ -							
2		Foundations/Trusts	\$ 1,265,250	\$ -							
3		Miscellaneous Revenue		\$ -							
4		Behavioral Wellness Funding	\$ 1,754,246	\$ 1,866,746	\$ 623,603	\$ 247,123	\$ 279,015	\$ 106,845	\$ 320,000	\$ 177,660	\$ 112,500
5		Other Governmental Agency Funding	\$ 4,388,104	\$ -							
6		School Districts/CUSD-Start Grant	\$ 10,000	\$ 15,625				\$ 10,000			\$ 5,625
7		Cash Transfers	\$ 196,622	\$ -							
8		Events (net)	\$ 120,000	\$ -							
9		Other Private Org Contracts	\$ 374,649	\$ -							
10		Total Other Revenue	\$ 8,562,178	\$ 1,882,371	\$ 623,603	\$ 247,123	\$ 279,015	\$ 116,845	\$ 320,000	\$ 177,660	\$ 118,125
I.B Client and Third Party Revenues:											
11		Client Fees	\$ 112,500	-							
12		SSI		-							
13		Other (specify)		-							
14		Total Client and Third Party Revenues (Sum of lines 19 through 23)	112,500	-	-	-	-	-	-	-	-
15		GROSS PROGRAM REVENUE BUDGET	8,674,678	1,882,371	623,603	247,123	279,015	116,845	320,000	177,660	118,125

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III. DIRECT COSTS		TOTAL AGENCY/ ORGANIZATION BUDGET	COUNTY BEHAVIORAL WELLNESS PROGRAMS TOTALS	Intensive in Home	Managed Care Services	School Based Counseling	Carpinteria START	HOPE	ADP Drug Medi-Cal	ADP Family Strengthening
III.A. Salaries and Benefits Object Level										
16	Salaries & Wages (Complete Staffing Schedule)	5,205,340	\$ 1,193,538	\$ 410,895	\$ 162,468	\$ 181,892	\$ 79,378	\$ 202,858	\$ 111,498	\$ 44,548
17	Billed Fringe (Employee Benefits & Payroll Taxes)	1,091,070	\$ 274,514	\$ 94,506	\$ 37,368	\$ 41,835	\$ 18,257	\$ 46,657	\$ 25,645	\$ 10,246
18	Consultants		\$ -							
19	Payroll Taxes		\$ -							
20	Salaries and Benefits Subtotal	\$ 6,296,410	\$ 1,468,052	\$ 505,401	\$ 199,836	\$ 223,727	\$ 97,635	\$ 249,515	\$ 137,143	\$ 54,795
III.B Services and Supplies Object Level										
21	Program Consults	176,275	\$ 25,459	\$ 7,700	\$ 3,218	\$ 4,433	\$ 1,870	\$ 4,263	\$ 2,750	\$ 1,226
22	Program Supplies/Equipment	120,591	\$ 37,678	\$ 5,093	\$ 3,497	\$ 2,853	\$ 600	\$ 5,200	\$ 3,400	\$ 17,035
23	Program Telephone/Internet	104,206	\$ 18,391	\$ 5,411	\$ 2,360	\$ 3,380	\$ 500	\$ 3,203	\$ 2,950	\$ 587
24	Program Utilities	31,597	\$ 13,258	\$ 4,500	\$ 1,360	\$ 1,769	\$ 300	\$ 2,675	\$ 2,326	\$ 328
25	Program Rent/Facilities	17,944	\$ 4,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,279
26	Program Building/Maintenance	45,006	\$ 23,229	\$ 6,050	\$ 1,840	\$ 2,450	\$ 300	\$ 8,916	\$ 3,323	\$ 350
27	Program Outreach (Media)	10,397	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
28	Program Mileage/Travel	91,330	\$ 19,074	\$ 6,910	\$ 2,068	\$ 3,200	\$ 400	\$ 3,622	\$ 1,430	\$ 1,445
29	Program Training	40,462	\$ 4,752	\$ 1,200	\$ 711	\$ 810	\$ -	\$ 867	\$ 1,165	
30	Subcontracts	450,191	\$ 21,173	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,173
31	Board and Care (not Medi-Cal reimbursable)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
32	Development Expenses	131,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
33	Other (specify)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
34	Other (specify)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
35	Services and Supplies Subtotal	\$ 1,219,177	\$ 168,793	\$ 36,863	\$ 15,053	\$ 18,895	\$ 3,969	\$ 28,745	\$ 17,344	\$ 47,923
36	III.C. Client Expense Object Level Total (Not Medi-Cal Reimbursable)	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
37	SUBTOTAL DIRECT COSTS	\$ 7,515,587	\$ 1,636,844	\$ 542,264	\$ 214,889	\$ 242,622	\$ 101,604	\$ 278,261	\$ 154,487	\$ 102,717
IV. INDIRECT COSTS										
38	Administrative Indirect Costs (Reimbursement limited to 15%)	1,159,091	\$ 245,527	\$ 81,340	\$ 32,233	\$ 36,393	\$ 15,241	\$ 41,739	\$ 23,173	\$ 15,408
39	GROSS DIRECT AND INDIRECT COSTS (Sum of lines 47+48)	\$ 8,674,678	\$ 1,882,371	\$ 623,603	\$ 247,123	\$ 279,015	\$ 116,845	\$ 320,000	\$ 177,660	\$ 118,125

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VII. All other terms remain in full force and effect.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on October 1, 2017.

COUNTY OF SANTA BARBARA:

By: _____
JOAN HARTMANN, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

FAMILY SERVICE AGENCY

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management