



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

December 11, 2018

Present: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SOCIAL SERVICES

File Reference No. 18-00973

RE: Consider recommendations regarding an agreement with Child Abuse Listening Mediation for evidence based parent education, as follows:

a) Approve and authorize the Chair to execute an Agreement with Child Abuse Listening Mediation (local vendor), to provide Evidence Based Parent Education for a total contract amount not to exceed \$29,907.00 (\$9,969.00 per Fiscal Year for three years) for the period of December 12, 2018 through June 30, 2021; and

b) Determine that the approvals and execution of the above Agreement is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), finding that the approvals and execution of the Agreements are covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment, and where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment, the activities are not subject to CEQA.

A motion was made by Supervisor Wolf, seconded by Supervisor Hartmann, that this matter be Acted on as follows:

a) Approved and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Child Abuse listening Mediation (CALM) with an address at 1236 Chapala Street, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the 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;

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

1. DESIGNATED REPRESENTATIVE

Amy Krueger at phone number (805)346-8351 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Alana Walczak at phone number (805)965-2376 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

COUNTY: Amy Krueger, Deputy Director, 2125 S. Centerpointe Parkway, Santa Maria, CA 93455 To
CONTRACTOR: Alana Walczak, Chief Executive Officer, 1236 Chapala Street, Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on December 12, 2018 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final

payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

CALM – Evidence Based Parent Education

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, 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.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

CALM – Evidence Based Parent Education

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This 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.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

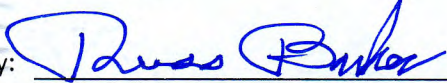
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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Child Abuse Listening Mediation (CALM)**.

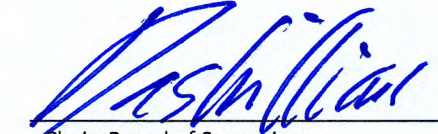
IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

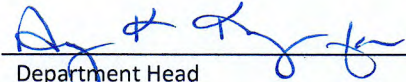
COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 12/11/18

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: 
Department Head

CONTRACTOR:

Child Abuse Listening Mediation (CALM)

By: _____
Authorized Representative

Name: Alana Walczak

Title: Chief Executive Officer

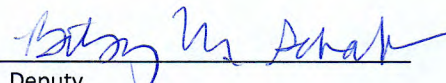
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

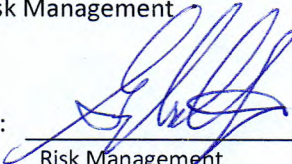
APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and
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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by
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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Child Abuse Listening Mediation (CALM)

By: _____
Department Head

By: 
Authorized Representative

Name: Alana Walczak

Title: Chief Executive Officer

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

EXHIBIT A

STATEMENT OF WORK

I. BACKGROUND

The County Department of Social Services (DSS) employs a Contractor on Payroll to provide social services through the Cuyama Valley Family Resource Center (CVFRC). A grant from First 5 Santa Barbara County provides partial funding for the Program Coordinator position to ensure that children ages 0-5 and their families have access to family support and school readiness services. This year, The First 5 Request for Proposals identified the delivery of evidence-based parenting education as a strategic priority. The Contractor on Payroll is not qualified to deliver this service; therefore, DSS asked Child Abuse Listening Mediation (CALM) to submit a proposal for the delivery of evidence-based parenting education. CALM already has a relationship with CVFRC, as they have provided informal parenting support there for the past three years. First 5 granted funding to DSS for Cuyama for three years, beginning in Fiscal Year 2018-19. The DSS proposal included CALM as a subcontractor.

II. PROGRAM DESCRIPTION

Nurturing Parenting is an evidence-based program designed to empower parents through self-awareness and to help them acquire specific knowledge and skills to improve their overall parenting. The program is a proven approach for the prevention and treatment of child abuse and neglect.

The classes for parents will address the needs of participating families and will strengthen the following five concepts:

- Appropriate expectations of children;
- Developing empathy;
- Discipline with dignity;
- Self-awareness/appropriate family roles; and
- Empowerment/independence.

CVFRC will refer participants to the program. Participants will be parents or primary care givers of a child between the ages 0 to 5 years. An experienced bilingual / bicultural parent educator will facilitate the Nurturing Parenting classes. CONTRACTOR shall administer the Adult Adolescent Parenting Index (AAPI) and Protective Factors Survey (PFS) for each participant. Participants will also complete the First 5 Consumer Satisfaction Survey.

III. DUTIES AND RESPONSIBILITIES

CONTRACTOR shall:

1. Assign a bilingual / bicultural home visitor and a bilingual/bicultural parent educator to work with the CVFRC Program Coordinator.
2. CONTRACTOR shall create a plan for parent recruitment, scheduling and implementation of one 12-week session of the evidence-based Nurturing Parenting curriculum, including, but not limited to the following:
 - a. Developing flyer to advertise the Nurturing Parenting class;
 - b. Completing intake assessments and administer pre-tests using AAPI and PFS for each participant one to two weeks prior to the start of Nurturing Parenting classes;
 - c. Setting up packets for each participant to include intake form, assessments and facilitator notes;

- d. Preparing materials and learning objectives for each class session of the Nurturing Parenting classes;
 - e. Tracking weekly attendance of registered participants;
 - f. Providing one interactive group session per week for twelve weeks with each session lasting 1.5 hours;
 - g. Using the evidence-based Nurturing Parenting curriculum and delivering classes at the CVFRC with fidelity to the model;
 - h. Conducting twelve home visits with a minimum duration of 30 minutes for each participant to support and reinforce the Nurturing Parent curriculum;
 - i. Completing follow-up assessments for each participant at the end of the 12 week program using the AAPI, the PFS and the Consumer Satisfaction Survey;
 - j. Working with CVFRC Coordinator to plan a graduation ceremony for each participant who completes the Nurturing Parent curriculum;
 - k. Providing outcome data from the pre and post assessments and a summary narrative of services rendered and outcomes achieved; to be submitted biannually in January and July.
3. CONTRACTOR shall provide supervision and training for home visitor and parent educator. CONTRACTOR shall ensure follow-through with program implementation, documentation and DSS reporting requirements.
- a. Leticia Soto and Veronica Uribe shall be the individual(s) personally responsible for providing parent education and home visitation services specified hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's DESIGNATED REPRESENTATIVE.

IV. REPORTING REQUIREMENTS

CONTRACTOR will submit, at a minimum, bi-annual reports which include the following:

- a. Weekly attendance records of parents who participated in parenting classes;
- b. Record of home visits conducted by the home visitor to support and reinforce Nurturing Parenting curriculum;
- c. Number of participants who complete the Nurturing Parenting course;
- d. Outcome data (pre and post assessment from PFS and AAPI; results of consumer satisfaction survey);
- e. Narrative summary of services rendered and outcomes achieved.

V. PERFORMANCE OUTCOMES

- 1. Seven parents will complete the Nurturing Parenting classes each year, attending at least 80% of classes.
- 2. 85% of parents who complete the program will show increased family functioning in two or more areas, as measured by a pre and post assessment using the Protective Factors Survey.
- 3. 85% of parents who complete the program will show increased parenting skills and knowledge, as measured by a pre and post assessment using the Adult Adolescent Parenting Index.

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **29,907 for a total of three years (not to exceed \$9,969 per Fiscal Year)**.

Fiscal Year Total	\$9,969
12 Group sessions of Nurturing Parenting (1.5 hour each session) Parent Educator compensation	\$2,751
Monthly home visits: Home visitor compensation	\$2,064
CALM Program Manager oversight: compensation	\$2,454
Mileage, supplies and training	\$1,400
Indirect costs at 15%	\$1,300

- 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.
- C. Quarterly, on the 1st 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 REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Budget Variances: CONTRACTOR shall obtain written approval from COUNTY's Designated Representative for any variation in cost category. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.
- F. Tracking of Expenses: CONTRACTOR shall inform COUNTY when seventy-five percent (75%) of not-to-exceed agreement amount set forth in Exhibit A has been incurred based upon CONTRACTOR'S own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- G. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover all fiscal and programmatic terms and conditions of the Agreement and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR shall be liable for and shall repay, to the COUNTY, any amount for recoupment of audit exceptions and disallowances of disallowed costs. Such repayment shall be from funds other than those received under this

Exhibit C
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

August 24, 2021

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SOCIAL SERVICES

File Reference No. 21-00769

RE: Consider recommendations regarding a First Amendment to the Agreement with Child Abuse Listening Mediation for Evidence Based Parent Education, as follows:

a) Approve, ratify and authorize the Chair to execute the First Amendment to the Agreement with Child Abuse Listening Mediation (local vendor), to provide Evidence Based Parent Education for a total contract amount not to exceed \$44,376.00 for the period of July 1, 2021 through June 30, 2025; and

b) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Lavagnino, seconded by Supervisor Hartmann, that this matter be acted on as follows:

a) Approved, ratified and authorized; Chair to execute; and

b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
EVIDENCED BASED PARENT EDUCATION**

**Santa Barbara County
Department of Social Services**

First Amendment

This is a *First Amendment* (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara (COUNTY)** and **Child Abuse Listening Mediation (CALM) (CONTRACTOR)**.

WHEREAS, on December 11, 2018, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-158, (Agreement) with CONTRACTOR for the provision of Evidenced Based Parent Education;

WHEREAS, the initial term of the Agreement commenced on December 11, 2018, and is set to expire on June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to extend the term for four additional years commencing on July 1, 2021, through June 30, 2025 (First Extension Period).

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. Section 4, **TERM**, of the Agreement is amended by adding the following language:

For the First Extension Period, CONTRACTOR shall commence performance on July 1, 2021 and end performance upon completion, but no later than June 30, 2025 unless otherwise directed by COUNTY or unless earlier terminated. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of performance measures and availability of funding.

2. Replace **EXHIBIT A, Statement of Work**, of the Agreement with the EXHIBIT A, Statement of Work, attached here.
3. Section A of **EXHIBIT B, PAYMENT ARRANGEMENTS**, 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 **\$29,907 (not to exceed \$9,969 per Fiscal Year [FY])** as follows: \$9,969 for the period of December 11, 2018 through June 30, 2019, \$9,969 for the period of July 1, 2019 through June 30, 2020, \$9,969 for the period of July 1, 2020 through June 30, 2021, and not to exceed **\$44,376 (not to exceed \$11,094 per FY)** as follows: \$11,094 for the period of July 1, 2021 through June 30, 2022, \$11,094 for the period of July 1, 2022 through June 30, 2023, \$11,094 for the period of July 1, 2023 through June 30, 2024, and \$11,094 for the period of July 1, 2024 through June 30, 2025.

FY Total (For each FY 2018-2021)	\$9,969
12 Group sessions of Nurturing Parenting (1.5 hour each session) Parent Educator compensation	\$2,751

Monthly home visits: Home visitor compensation	\$2,064
CALM Manager oversight: Compensation	\$2,454
Mileage, supplies and training	\$1,400
Indirect costs at 15%	\$1,300
FY Total (For each FY 2021-2025)	\$11,094
12 Group sessions of Incredible Years (previously Nurturing Parenting) (1.5 hour each session) Parent Educator compensation	\$4,152
CALM Program Manager oversight: Compensation	\$2,135
Employee Benefits and Taxes for CALM Parent Educators and Program Managers	\$1,760
Mileage, supplies and training	\$1,600
Indirect costs at 15%	\$1,447

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

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First Amendment to the Agreement between the **County of Santa Barbara** and **Child Abuse Listening Mediation**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley A. Guzman*

Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Bob Nelson*

Bob Nelson, Chair
Board of Supervisors

Date: *8.24.2021*

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Child Abuse Listening Mediation

By: *Daniel Nelson*

Department Head

By: _____

Authorized Representative

Name: Alana Walczak

Title: Chief Executive Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Paul Lee*

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Robert Guis*

Deputy

APPROVED AS TO FORM:

Risk Management

By: *Ray Aramatorio*

Risk Management

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First Amendment to the Agreement between the County of Santa Barbara and Child Abuse Listening Mediation.

IN WITNESS WHEREOF, the parties have executed this First 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: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Child Abuse Listening Mediation

By: _____
Department Head

By: Alana Walczak
Authorized Representative

Name: Alana Walczak

Title: Chief Executive Officer

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

I. BACKGROUND

The County Department of Social Services (DSS) employs a Contractor on Payroll to provide social services through the Cuyama Valley Family Resource Center (CVFRC). A grant from First 5 Santa Barbara County provides partial funding for the Program Coordinator position to ensure that children ages 0 to 5 and their families have access to family support and school readiness services. The First 5 Request for Proposals identified the delivery of Evidence Based Parent Education (EBPE) as a strategic priority. The Contractor on Payroll was not qualified to deliver this service; therefore, DSS requested Child Abuse Listening Mediation (CALM) to submit a proposal for the delivery of EBPE. CALM already had a relationship with CVFRC, as they have provided informal parenting support there for the past three years. The DSS proposal included CALM as a subcontractor. First 5 granted funding to DSS for Cuyama for three years, beginning in Fiscal Year (FY) 2018-19. The First 5 grant was renewed for FYs 2021-2025.

II. PROGRAM DESCRIPTION

A. CONTRACTOR shall implement the Incredible Years program as follows:

1. Provide Incredible Years parenting education program to participants, which is an evidence-based parenting program designed to strengthen parent-child interactions and attachment.
2. Demonstrate to participants how to reduce harsh discipline and foster parent's ability to promote children's social, emotional, and language development.
3. Encourage positive parenting practices to participants that promote safety, well-being, and permanency for children and families.
4. Provide the necessary tools to teach participants how to build school readiness skills.
5. Encourage participants to collaborate with teachers and day care professionals so they can promote children's emotional regulation and social skills.
6. Facilitators will utilize video clips of real-life situational vignettes to support training and trigger parenting group discussions, problem solving and practice exercises.
7. The Incredible Years program will be provided to participants annually for 12 weeks, with one 1.5 hour session each week.

B. CVFRC will refer participants to the Incredible Years program. Participants will be parents or primary care givers of a child between the ages 0 to 5 years.

- C. An experienced bilingual / bicultural parent educator will facilitate the Incredible Years classes.
- D. CONTRACTOR shall administer the Adult Adolescent Parenting Index (AAPI) and Protective Factors Survey (PFS) for each participant, once prior to the start of the Incredible Years program and once at the conclusion of the program. Participants will also complete the First 5 Consumer Satisfaction Survey at the close of the Incredible Years program.

III. DUTIES AND RESPONSIBILITIES

A. CONTRACTOR shall:

- 1. Assign two bilingual/bicultural parent educators to work with the CVFRC Program Coordinator.
- 2. Create a plan for parent recruitment, scheduling, and implementation of one 12-week session of the evidence-based Incredible Years curriculum, including, but not limited to the following:
 - a. Developing flyer to advertise the Incredible Years class.
 - b. Completing intake assessments and administer pre-tests using AAPI and PFS for each participant one to two weeks prior to the start of the Incredible Years classes.
 - c. Setting up packets for each participant to include intake form, assessments and facilitator notes.
 - d. Preparing materials and learning objectives for each class session of the Incredible Years classes.
 - e. Tracking weekly attendance of registered participants.
 - f. Providing one interactive group session per week for twelve weeks with each session lasting 1.5 hours.
 - g. Using the evidence-based Incredible Years curriculum and delivering classes at the CVFRC with fidelity to the model.
 - h. Conducting twelve home visits with a minimum duration of 30 minutes for each participant to support and reinforce the Incredible Years curriculum.
 - i. Completing three follow-up assessments for each participant at the end of the 12-week Incredible Years program: the AAPI, the PFS and the Consumer Satisfaction Survey.
 - j. Working with CVFRC Coordinator to plan a graduation ceremony for each participant who completes the Incredible Years curriculum.
 - k. Providing outcome data to COUNTY from the pre and post assessments and a summary narrative of services rendered, and outcomes achieved; to be submitted biannually in January and July.
- 3. Provide ongoing supervision and training in the Incredible Years curriculum for CALM staff who will be serving as parent educators in Cuyama.

4. Ensure follow-through with the Incredible Years program implementation, documentation and DSS reporting requirements.
5. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's Designated Representative.

IV. REPORTING REQUIREMENTS

A. CONTRACTOR will submit, at a minimum, bi-annual reports which include the following:

1. Weekly attendance records of parents who participated in parenting classes.
2. Record of home visits conducted by the parent educator to support and reinforce Incredible Years curriculum.
3. Number of participants who complete the Incredible Years course.
4. Outcome data (pre and post assessment from PFS and AAPI; results of consumer satisfaction survey).
5. Narrative summary of services rendered and outcomes achieved.

V. PERFORMANCE OUTCOMES

A. CONTRACTOR shall achieve the following outcomes:

1. At least seven parents will complete the Incredible Years program each year, attending at least 80% of classes.
2. 85% of parents who complete the Incredible Years program will show increased family functioning in two or more areas as measured by a pre and post assessment using the PFS.
3. 85% of parents who complete the Incredible Years program will show increased parenting skills and knowledge, as measured by a pre and post assessment using the AAPI.



County of Santa Barbara

BOARD OF SUPERVISORS

Minute Order

May 16, 2023

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

SOCIAL SERVICES DEPARTMENT

File Reference No. 23-00468

RE: Consider recommendations regarding the Second Amendment to the Agreement with Child Abuse Listening Mediation (CALM) for Evidence Based Parent Education, as follows:

- a) Approve, ratify and authorize the Chair to execute the Second Amendment to the Agreement with CALM, Inc. (local vendor), to provide Evidence Based Parent Education for the period of July 1, 2021 through June 30, 2025; and
- b) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Nelson, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) Approved, ratified and authorized; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
EVIDENCED BASED PARENT EDUCATION**

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 **CALM, Inc.** (CONTRACTOR).

WHEREAS, on December 11, 2018, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-158, (Agreement) with CONTRACTOR for the provision of Evidenced Based Parent Education;

WHEREAS, the initial term of the Agreement commenced on December 11, 2018, and expired on June 30, 2021; and

WHEREAS, on August 24, 2021, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for four additional years from July 1, 2021 through June 30, 2025 (First Extension Period); and

WHEREAS, the parties now desire to amend the Agreement to update Exhibit A, Statement of Work, of the Agreement.

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. Section 3, **SCOPE OF SERVICES**, of the Agreement is amended in its entirety:

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A-1 *for the period of July 1, 2021 through February 27, 2023 and EXHIBIT A-2 for the period of February 28, 2023 – June 30, 2025*, attached hereto and incorporated herein by reference.

2. Heading of **EXHIBIT A, STATEMENT OF WORK** is amended to state:

**EXHIBIT A-1
STATEMENT OF WORK
(July 1, 2021 – February 27, 2023)**

3. Add **EXHIBIT A-2, STATEMENT OF WORK** as attached.

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

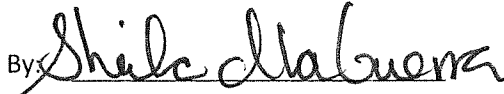
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Second Amendment to the Agreement between the **County of Santa Barbara** and **CALM, Inc.**

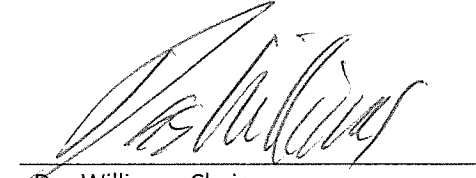
IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Das Williams, Chair
Board of Supervisors

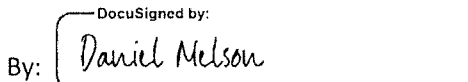
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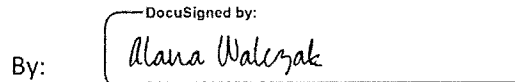
RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

CALM, Inc.

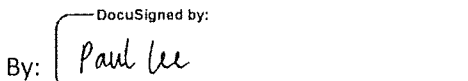
By: 
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Department Head

By: 
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Authorized Representative

Name: Alana Walczak
President and Chief Executive
Title: Officer

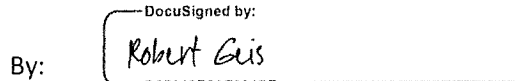
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
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Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

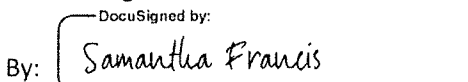
By: 
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Risk Management

EXHIBIT A-2**STATEMENT OF WORK
(February 28, 2023 – June 30, 2025)****I. BACKGROUND**

The County Department of Social Services (DSS) employs a Contractor on Payroll to provide social services through the Cuyama Valley Family Resource Center (CVFRC). A grant from First 5 Santa Barbara County provides partial funding for the Program Coordinator position to ensure that children ages 0 to 5 and their families have access to family support and school readiness services. The First 5 Request for Proposals identified the delivery of Evidence Based Parent Education (EBPE) as a strategic priority. The Contractor on Payroll is not qualified to deliver this service; therefore, DSS requested CALM, Inc. to submit a proposal for the delivery of EBPE. CALM, Inc. already has a relationship with CVFRC, as they have provided informal parenting support there for the past three years. First 5 granted funding to DSS for Cuyama for four years, beginning in Fiscal Year (FY) 2021-22. The DSS proposal included CALM, Inc. as a subcontractor.

II. PROGRAM DESCRIPTION

The Incredible Years Parenting Program (“Incredible Years program”) is an evidenced-based parenting program designed to strengthen parent-child interactions and attachment, reducing harsh discipline, and fostering parents’ ability to promote children’s social, emotional, and language development. Parent education reduces the risk of child abuse and neglect by encouraging positive parenting practices that promote safety, well-being, and permanency for children and families. The Incredible Years program also teaches parents how to build school readiness skills. Parents are encouraged to partner with teachers and day care professionals so they can promote children’s emotional regulation and social skills. Facilitators use video clips of real-life situational vignettes to support the training and trigger parenting group discussions, problem solving, and practice exercises.

The classes for parents will address the needs of participating families, and will focus on the following areas:

- a. Strengthen Parent-Child Interactions
- b. Nurturing Relationships
- c. Reduce Harsh Discipline
- d. Fostering parents’ ability to promote children’s social, emotional and language development
- e. Promote School Readiness
- f. Fostering parents’ ability to promote children’s academic and social skills
- g. Increase Social and Emotional Self-Regulation Skills

CVFRC will refer participants to the Incredible Years program. Participants will be parents or primary care givers of a child between the ages 0 to 5 years who reside in the Cuyama Valley.

III. DUTIES AND RESPONSIBILITIES**A. CONTRACTOR shall:**

- 1. Implement the Incredible Years program:

- a. Provide Incredible Years parenting education program to participants, which is an evidence-based parenting program designed to strengthen parent-child interactions and attachment.
 - b. Demonstrate to participants how to reduce harsh discipline and foster parent's ability to promote children's social, emotional, and language development.
 - c. Encourage positive parenting practices to participants that promote safety, well-being, and permanency for children and families.
 - d. Provide the necessary tools to teach participants how to build school readiness skills.
 - e. Encourage participants to collaborate with teachers and day care professionals so they can promote children's emotional regulation and social skills.
 - f. Facilitators will utilize video clips of real-life situational vignettes to support training and trigger parenting group discussions, problem solving and practice exercises.
 - g. The Incredible Years program will be provided to participants annually for 12 weeks, with one 1.5 hour session each week.
 - h. CVFRC will refer participants to the Incredible Years program. Participants will be parents or primary care givers of a child between the ages 0 to 5 years.
2. Assign two bilingual/bicultural parent educators/home visitors to work with the CVFRC Program Coordinator.
3. Create a plan for parent recruitment, scheduling, and implementation of one 12-week session of the evidence-based Incredible Years program curriculum, including, but not limited to the following:
 - a. Developing flyers to advertise the Incredible Years program class;
 - b. Completing intake assessments and administer pre-tests using Adult Adolescent Parenting Index (AAPI) and Protective Factors Survey (PFS) for each participant one to two weeks prior to the start of the Incredible Years program classes;
 - c. Setting up packets for each participant to include intake form, assessments and facilitator notes;
 - d. Preparing materials and learning objectives for each class session of the Incredible Years program classes;
 - e. Tracking weekly attendance of registered participants;
 - f. Providing one interactive group session per week for twelve weeks with each session lasting 1.5 hours;
 - g. Using the evidence-based Incredible Years program curriculum and delivering classes at the CVFRC with fidelity to the model;
 - h. Conducting at least one home visit with each family, a minimum duration of 30 minutes, to support and reinforce the Incredible Years program curriculum;
 - i. Completing follow-up assessments for each participant at the end of the 12-week program: the AAPI, the PFS and the First 5 Consumer Satisfaction Survey;

- j. Working with CVFRC Coordinator to plan a graduation ceremony for each participant who completes the Incredible Years program curriculum; and
 - k. Providing outcome data from the pre and post assessments and a summary narrative of services rendered, and outcomes achieved which are to be submitted biannually in January and July.
4. Provide supervision and training for parent educators/home visitors, and ensure follow-through with program implementation, documentation and DSS reporting requirements.
- a. Alessa Guerrero-Vega and Eloisa Patterson shall be the individual(s) responsible for providing parent education and home visitation services specified hereunder.
5. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's DESIGNATED REPRESENTATIVE.

IV. REPORTING REQUIREMENTS

- A. CONTRACTOR will submit, at a minimum, bi-annual reports which include the following:
- 1. Weekly attendance records of parents who participated in parenting classes;
 - 2. Record of home visits conducted by the parent educator/home visitor to support and reinforce Incredible Years program curriculum;
 - 3. Number of participants who complete the Incredible Years program course;
 - 4. Outcome data (pre and post assessment from PFS and AAPI; results of consumer satisfaction survey); and
 - 5. Narrative summary of services rendered and outcomes achieved.

V. PERFORMANCE OUTCOMES

- A. CONTRACTOR shall achieve the following outcomes:
- 1. Seven parents will complete the Incredible Years program each year, attending at least 80% of classes.
 - 2. 85% of parents who complete the Incredible Years program will show increased family functioning in two or more areas, as measured by a pre and post assessment using the PFS.

3. 85% of parents who complete the Incredible Years program will show increased parenting skills and knowledge, as measured by a pre and post assessment using the AAPI.