

**FIRST AMENDMENT TO AGREEMENT**  
between  
**COUNTY OF SANTA BARBARA**  
and  
**VISITING CARE AND COMPANIONS, INC.**  
for  
**SENIOR ASSESSMENT PROGRAM**

**FIRST AMENDMENT**

**Effective July 1, 2017**

**THIS IS THE FIRST AMENDMENT** to the Agreement to provide a Senior Assessment Program for the period July 1, 2017, through June 30, 2019 (hereafter, "First Amendment"), by and between the County of Santa Barbara (hereafter, "County") and Visiting Care and Companions, Inc., (hereafter, "Contractor").

**WHEREAS**, the Agreement is effective through June 30, 2017; and

**WHEREAS**, the parties desire to amend the Agreement to extend the term and adjust compensation; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement, approved by the County of Santa Barbara.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
  - a. The Agreement is amended as follows:
    4. **TERM.** The term of this Agreement shall be for the period of July 1, 2017 through June 30, 2019.
    - b. Exhibit B shall be replaced in its entirety with Exhibit B, dated July 1, 2017, referenced herein and attached hereto.
3. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.
4. **Effectiveness of Agreement.** Except as explicitly modified by this First Amendment, all of the terms and provisions of the Agreement and all previous modifications and amendments, if any, are and remain in full force and effect.

5. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Visiting Care and Companions, Inc.**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

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

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

**RECOMMENDED FOR APPROVAL:**

Carrie Topliffe  
Interim Director, Public Health

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

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

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

**APPROVED AS TO FORM:**

Risk Management

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

First Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Visiting Care and Companions, Inc.**

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

**CONTRACTOR:**

Visiting Care and Companions, Inc.

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

Name: \_\_\_\_\_  
Karen Wallace, MBA

Title: \_\_\_\_\_  
Chief Financial Officer

**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
July 1, 2017

**Periodic Compensation**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a total contract amount, including cost reimbursements, not to exceed \$444,000 for the contract period.
- 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. Monthly 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.