

**FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SANTA BARBARA AND CHILD ABUSE LISTENING AND MEDIATION**

Fiscal Year 2020-2021

THIS FIRST AMENDMENT (hereafter AMENDMENT) to the Agreement for Services is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Child Abuse Listening and Mediation (CALM) (hereafter CONTRACTOR), having an office located at 1236 Chapala Street, Santa Barbara, CA 93101.

WHEREAS, the parties desire to amend the Agreement to increase the not-to-exceed contract amount from \$127,635 to \$177,635 and update Exhibit B – Payment Arrangements; and

WHEREAS, this First Amendment incorporates and does not otherwise amend the terms and conditions set forth in the original contract approved by the Board on January 12, 2021, except as set forth below.

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

AMENDMENT:

THE AGREEMENT FOR SERVICES IS AMENDED AS FOLLOWS:

1. Exhibit B is amended as herein attached, for Fiscal Year 2020-2021. The total amount paid pursuant to this Agreement shall not exceed a maximum amount of \$177,635 for the period of July 1, 2020 through June 30, 2021.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Agreement to be effective on June 22, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

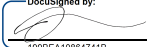
Date: _____

RECOMMENDED FOR APPROVAL:

District Attorney

CONTRACTOR:

Child Abuse Listening and Mediation

By:  _____
1998EA10884741E
Joyce E. Dudley

By:  _____
480177F82E7984FD
Alana Walczak
Authorized Representative

Name: Alana Walczak

Title: President & CEO


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
24F5956B457E401
Deputy County Counsel

By:  _____
489ED58D71D04FB
Deputy

APPROVED AS TO FORM:

Risk Management

By:  _____
83388029E18F17F
Ray Aramataria
Risk Management

EXHIBIT B PAYMENT ARRANGEMENTS

1. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$177,635 per fiscal year.
2. 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. The maximum payments under this agreement shall not exceed \$177,635 per fiscal year for professional services provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered.
3. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, providing direct services to the SART Program. Invoices submitted for payment that are based upon Attachment B1 must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.
4. 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Attachment B1 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.
5. 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.
6. CONTRACTOR MONTHLY INVOICING REQUIREMENTS
 - a. Invoice Format. Monthly Invoices shall be in a COUNTY pre-approved format. The invoice shall list costs by staff position (including total hours by position) and operating expense and equipment costs consistent with the line items on the attached ATTACHMENT B-1. All costs claimed by CONTRACTOR for reimbursement by COUNTY shall be identified in the specific format required by COUNTY.
 - b. Invoice Linkage to ATTACHMENT B-1 Budget Positions. Any invoiced costs for staff positions or equipment costs not listed in ATTACHMENT B-1 of this Agreement will not be reimbursed by the COUNTY unless approved in advance by the COUNTY.
 - c. Invoice Timely Submission. CONTRACTOR shall submit invoices, once per month, by the fifteenth calendar day of the month for all services performed in the preceding month, to COUNTY via e-mail at DAaccountspayable@co.santa-barbara.ca.us.
 - d. Invoice Signature. Invoices shall be signed and dated by an authorized CONTRACTOR'S Designated Representative. Invoices shall also identify the name and title of the CONTRACTOR'S Designated Representative preparing the invoice.

- e. Copies of Payroll Ledgers, Timecards and Receipts. Copies of payroll ledgers and timecards for the invoice service period for each of the CONTRACTOR'S Designated Representatives directly claimed on the invoice, as well as receipts for all purchases requesting reimbursement, shall be attached to the invoice. CONTRACTOR shall be notified if any invoice is missing copies of required payroll ledgers, timecards, and receipts.
 - i. **IMPORTANT: Monthly Invoices will not be considered valid until copies of all required payroll ledgers, timecards, and receipts are received by the COUNTY.**
- f. Administrative/Overhead Costs. Allocated Administrative/Overhead costs shall not be reimbursable and shall not be claimed unless such costs are identified and budgeted in ATTACHMENT B-1 of this Agreement.
- g. Administrative/Overhead Documentation. Annually, COUNTY may require the CONTRACTOR to submit written documentation to support the calculation of the set percentage and basis used to allocate administrative/overhead costs for the fiscal year in question, as well as, identifying all administrative/overhead costs by line item and by staff position for salaries.

**ATTACHMENT B-1
LINE-ITEM BUDGET**

SART Budget:

Salaries and Benefits

SART Coordinator	\$	83,229
Therapist	\$	50,000
Supervisor	\$	11,085
Forensic Interviewer	\$	19,651
Total Salaries and Benefits	\$	163,965

Operating Costs

Mileage	\$	8,026
Program Expenses/Equipment	\$	2,444
Training/Conferences	\$	2,500
Telephone	\$	700
Total Operating costs	\$	13,670

Total Contract Amount \$ 177,635