

AGREEMENT
between
COUNTY OF SANTA BARBARA
and
FOUNDATION OF SANTA BARBARA REGIONAL HEALTH AUTHORITY, INC.
dba **DOORWAY TO HEALTH**
for the
CHILDREN'S HEALTH INITIATIVE

FIRST AMENDMENT
Effective July 1, 2016

THIS IS THE FIRST AMENDMENT (hereinafter referred to as First Amendment) to the Children's Health Initiative Agreement (the "Agreement") dated July 1, 2015 between Foundation of Santa Barbara Regional Health Authority, Inc., dba Doorway to Health (**CONTRACTOR**), with an address at 4050 Calle Real, Santa Barbara, CA 93110, and Santa Barbara County (**COUNTY**), a political subdivision of the State of California having its principle place of business at 105 East Anapamu Street, Room 304, Santa Barbara, California, 93101, is effective as of July 1, 2016 ("First Amendment Effective Date").

WHEREAS, the Agreement is effective through June 30, 2016; and

WHEREAS, the parties desire to amend the Agreement to extend the term;

WHEREAS, the parties desire to amend the Agreement to add funding for the extended term; 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, **2016** through June 30, **2017**.
 - b. Agreement, Exhibit A **STATEMENT OF WORK** shall be replaced in its entirety as attached hereto and incorporated herein by reference.
 - c. Agreement, Exhibit B **PAYMENT ARRANGEMENTS** shall be replaced in its entirety as attached hereto and incorporated herein by reference.

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. **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 The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable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 the Children’s Health Initiative between the **County of Santa Barbara** and **Foundation of Santa Barbara Regional Health Authority, Inc., dba Doorway to Health.**

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2016.

COUNTY OF SANTA BARBARA

Chair, Board of Supervisors

Date: _____

ATTEST:
MONA H. MIYASATO, COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

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
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

First Amendment to Agreement for the Children's Health Initiative between the **County of Santa Barbara** and **Foundation of Santa Barbara Regional Health Authority, Inc., dba Doorway to Health**.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective July 1, 2016.

Foundation of Santa Barbara Regional Health Authority, Inc., dba Doorway to Health

By: _____
Robert Freeman
President, Doorway to Health

Date: _____

EXHIBIT A**STATEMENT OF WORK****Program Information**

Name of Agency	Foundation of Santa Barbara Regional Health Authority, Inc., dba Doorway to Health
Name of Program	Children's Health Initiative (CHISB)
Type of Service	Provide outreach on comprehensive Medi-Cal coverage to uninsured children
Target Population	Uninsured children ages 0 to 18 residing in Santa Barbara County with family incomes under 138% of the Federal Income Guidelines, who do not have access to affordable healthcare nor and qualify for Medi-
Services to be provided	County of Santa Barbara is contracting with Doorway to Health to identify and provide outreach and enrollment to families with children under 18 in the Medi-Cal program, which will provide medical, vision, and dental coverage. Funding is designed to be for a transition year, while the program enters its inaugural year.
Staffing Description	Executive Director
Location(s) where services will be provided	4050 Calle Real Santa Barbara, CA 93110
Dates/Times services to be provided	Monday through Friday, 8am to 5pm

Performance Measures

1.	Provide budget for use of funds.
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Reporting, Invoicing and Site Visit Requirements

Reporting Requirements	<p>Quarterly reports are due the 15th of the month following the end of the quarter. The form provided by the Tobacco Settlement Fund must be used. Submit quarterly reports via email to: phdcu@sbcphd.org.</p> <p>Report Fiscal expenditures using spreadsheet entitled "Healthy Kids Fiscal Reporting Form".</p>
Invoicing Requirements	<p>Invoices for services must be submitted quarterly. Invoices must be on agency letterhead and must include your contract number that will be found on the first page of this Agreement. The following language must be included on the invoice:</p> <p>I, _____, verify under penalty of perjury that I am an official of Doorway to Health and am duly authorized to sign the certification and that to the best of my knowledge and information, each statement and amount in the accompanying invoice is true, correct, and in compliance with applicable state</p>

	<p>and federal laws.</p> <p>Invoices will not be paid until the required quarterly reports have been received and approved by Tobacco Settlement Fund staff.</p> <p>Invoices will not be paid until the required enrollment reports have been received and approved by CEO staff.</p>
Site Visits	<p>County of Santa Barbara Public Health Department may conduct at minimum one site visit annually with contracted agency. Contracted agency agrees to make available all financial and program records, pertaining to program.</p>

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 \$205,465 (\$180,465 FY15-16 and \$25,000 FY16-17).
- 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, 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.