THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR ADVERSE CHILDHOOD EXPERIENCES CONNECTION COORDINATION

Santa Barbara County

Department of Social Services

Third Amendment

This is a *Third* Amendment (*Third* Amendment to the Agreement) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Legacy Philanthropy Works** (CONTRACTOR).

WHEREAS, on July 13, 2021, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 21-075, (Agreement) with CONTRACTOR for the provision of Adverse Childhood Experiences Connection Coordination;

WHEREAS, the initial term of the Agreement commenced on July 1, 2021, and expired on June 30, 2022;

WHEREAS, on June 11, 2022, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (First Extension Period);

WHEREAS, on June 27, 2023, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2023 through June 30, 2024 (Second Extension Period); and

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (Third 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 Third Extension Period, CONTRACTOR shall commence performance on **July 1, 2024** and end performance upon completion, but no later than **June 30, 2025** unless otherwise directed by COUNTY or unless earlier terminated.

2. Section 36, MANDATORY DISCLOSURE, of the Agreement is amended by adding the following language:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY whenever it has credible evidence of the commission of all violations of Federal criminal law involving fraud, bribery, or gratuity violations found in violation of Title 18 of the United States Code of a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure shall be in writing to the Federal agency, the agency's Office of Inspector General, and the COUNTY. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

3. Section IV, PERFORMANCE MEASURES of EXHIBIT A, is amended to state in its entirety:

A. CONTRACTOR shall:

- 1. Plan and facilitate activities for two (2) KIDS Network meetings that will integrate RSBC and the larger KIDS Network, between July 1, 2024 and June 30, 2025 for the third extension period.
- 2. Together with RSBC leadership, advance RSBC partnership projects identified at the 2023 Visioning Session by convening and facilitating 2 meetings with each of the four project teams between July 1, 2024 and June 30, 2025 for the third extension period.
- 3. Plan and facilitate one in-person RSBC gathering in March 2025 to share project updates and discuss the network evaluation plan between July 1, 2024 and June 30, 2025 for the third extension period.
- 4. Develop a Network Evaluation Plan to assess health of the KIDS/RSBC Network between July 1, 2024 and June 30, 2025 for the third extension period as follows:
 - a. Identify Measures of Success and develop an Evaluation Plan for 3-5 key metrics
 - b. Create a baseline Social Network Analysis Map
 - c. Develop and implement partner survey to gather data on partnerships and referrals
- 5. Publish one article per month on the PACEs Connection RSBC Community page, and share PACEs articles and opportunities with KIDS/RSBC partners, between July 1, 2024 and June 30, 2025 for the third extension period.
- 4. 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 \$32,000 for the period of July 1, 2021 through June 30, 2022, not-to-exceed \$32,000 for the period of July 1, 2022 through June 30, 2023, not-to-exceed \$23,000 for the period of July 1, 2023 through June 30, 2024, and not-to-exceed \$32,000 for the period of July 1, 2024 through June 30, 2025.

Billable budget categories are as follows for Fiscal Years 2021-2022 and 2022-2023:

	Project Manager:	Administration and	Communications and	Program Associate:
		Project Support:	Graphics:	
Fiscal Year				
2021-2022	\$250 per hour.	\$85 per hour.	\$150 per hour.	\$30 per hour.
2022-2023	\$250 per hour.	\$85 per hour.	\$150 per hour.	\$30 per hour.

Billable budget categories are as follows for Fiscal Year 2023-2024:

	Program	Project	Program	Communications/	Program	Intern:	Transportation	Per
	Director:	Manager:	Administration:	Graphics	Associate		for in-person	Diem:
							event:	
Fiscal								
Year								

	\$250	\$175 per	\$85 per hour.	\$150 per hour.	\$85 per	\$45	\$1,393	\$592
2023-	per	hour.			hour.	per		
2024	hour.					hour.		

Billable budget categories are as follows for Fiscal Year 2024-2025:

	Program Director	Program Associate :	Administration	Transportation for in- person event:	Per Diem:
Fiscal Year					
2024- 2025	\$200 per hour.	\$85 per hour.	\$85 per hour.	\$1,450	\$667

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

Risk Management

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Third Amendment to the Agreement between the County of Santa Barbara and Legacy Philanthropy
Works.

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

ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato	
County Executive Officer	
Clerk of the Board	
By:	By:
	Steve Lavagnino, Chair
Deputy Clerk	Board of Supervisors
	Board of Supervisors
	Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
Department of Social Services	Legacy Philanthropy Works.
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Daniel Malen	Du Carl Palmer
By: Yand Muson	By: (O)
Department Head	Authorized Representative
	Name: Carl Palmer
	Title: Executive Director
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
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Rachel Van Mullem	Betsy M. Schaffer, CPA
County Counsel	Auditor-Controller
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By: FAM (M) Deputy County Counsel	Ву: 68ААЕАТ590Т943F
Deputy County Counsel	Deputy
APPROVED AS TO FORM:	
Greg Milligan, ARM	
Risk Management DocuSigned by:	
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