

ATTACHMENT B-2

First Amendment to the Agreement for Services of Independent Contractor for Differential
Response/Front Porch Program



County of Santa Barbara
BOARD OF SUPERVISORS
Minute Order

July 7, 2020

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

SOCIAL SERVICES

File Reference No. 20-00476

RE: Consider recommendations regarding a First Amendment to the Agreement with Child Abuse Listening Mediation for Child Welfare Services Differential Response/Front Porch Program, as follows:

a) Approve, ratify and authorize the Chair to execute a First Amendment to the Agreement with Child Abuse Listening Mediation (a local vendor) to provide Differential Response/Front Porch Program services for a total contract amount not to exceed \$250,000.00 for the period of July 1, 2020 through June 30, 2021; 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 Hartmann, seconded by Supervisor Williams, 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 Adam, and Supervisor Lavagnino

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
DIFFERENTIAL RESPONSE/FRONT PORCH PROGRAM**

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 July 2, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-263, (Agreement) with CONTRACTOR for the provision of Differential Response/Front Porch Program services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2019, and is set to expire on June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated;

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2020, through June 30, 2021 (*First Extension Period*); and

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 in its entirety:

For the First Extension Period, CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the term has an option to renegotiate one (1) additional one (1) year renewal without rebidding.

2. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, *including EXHIBIT B-1, for the period of July 1, 2019 through June 30, 2020, and EXHIBIT B-2 for the period of July 1, 2020 through June 30, 2021*, 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.

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 be paid a total contract amount, including cost reimbursements, not-to-exceed **\$300,000** *for the period of July 1, 2019 through June 30, 2020, and not-to-exceed \$250,000 for the period of July 1, 2020 through June 30, 2021.*

4. Section B of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
 - 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. *Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020 and **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2020 through June 30, 2021, as applicable, and in compliance with Sections 5 and 14 of this Agreement.*
5. Add EXHIBIT B-2, Line Item Budget, for Fiscal Year 2020-2021 as attached.

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. Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Gregg Hart
Gregg Hart, Chair
Board of Supervisors

Date: 7-7-20

RECOMMENDED FOR APPROVAL:

Social Services

By: David Nader
Department Head

CONTRACTOR:

Child Abuse Listening Mediation

By: _____
Authorized Representative

Name: Alana Walczak

Title: Chief Executive Officer

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Paul W.
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Betsy M. Schaffer
Deputy

APPROVED AS TO FORM:

Risk Management

By: Deborah Delle
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: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

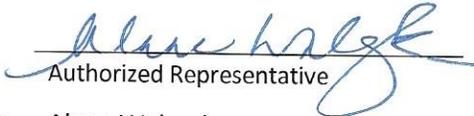
RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Child Abuse Listening Mediation

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:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT B-2

LINE ITEM BUDGET

FISCAL YEAR 2020/2021

Term Beginning: 7/1/20

Term Ending: 6/30/21

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
Direct Service Positions		
- Bilingual Front Porch Coordinator	0.71	\$ 51,460.00
- Bilingual Front Porch Engagement Specialist	1.83	\$ 103,750.00
- Program Manager	0.08	\$ 6,500.00
Administrative Positions		
- Director of Clinical Operations	0.04	\$ 5,000.00
Sub-Total Salaries:		\$ 166,710.00

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Payroll taxes and expenses	\$ 16,796.98
Employee Benefits	\$ 41,992.44
Sub-Total Employee Benefits	\$ 58,789.42
Percentage Benefits	35.3%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 225,499.42

B. SERVICES AND SUPPLIES

1) Services - List any consultant(s) or contract services

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	
Sub-Total Services	\$ -

2) Supplies

Item	Budget for Contract Term
Program Expense	\$ 2,000.00
Telephone	\$ 1,500.00
Mileage	\$ 5,783.19
Other* Indirect Cost Allocation capped at 15%	\$ 35,217.39
Sub-Total Supplies	\$ 44,500.58

3) Flex Funds

Item	Budget for Contract Term
	\$ 10,000.00
Sub-Total Supplies	\$ 10,000.00
TOTAL SERVICES AND SUPPLIES	\$ 54,500.58

*Measured against Sections A. Salaries and Benefits, B. Services and Supplies, and C. Operating Expenses (without the Indirect Cost Rate) and capped at 15%.

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	
Equipment Lease/Rental	
Furnishings	
Maintenance	
Utilities	
Insurance (Refer to General Contract Provisions for Insurance Requirements)	
Other	
Total Operating Expenses	\$ -
GRAND TOTAL LINE ITEM BUDGET	\$ 280,000.00
Minus In Kind Revenue	\$ 30,000.00
TOTAL BEING REQUESTED	\$ 250,000.00

D. IN KIND REVENUE

List all of your organization's current and projected sources and amounts of revenue.

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Unrestricted Contributions		\$ 30,000.00
Total Revenue		\$ 30,000.00

E. TEN (10) Percent Cash or In-Kind Match Minimum

List all of your organization's current and projected sources and amounts of matching funds for the services your agency is applying to provide.

Source of Matching Funds	Dates funds will be available	Match Amount for Contract Term	Projected or Confirmed
Unrestricted Contributions		\$ 30,000.00	
Total Match		\$ 30,000.00	