

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
ENHANCED FAMILY REUNIFICATION SERVICES**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First* amendment (hereafter referred to as the *First Amended Agreement*) to the Agreement for Services of Independent Contractor, number *BC#15-004* (the "Agreement") by and between the **County of Santa Barbara** (COUNTY) and **Community Action Commission of Santa Barbara County**. (CONTRACTOR), for the continued provision of Enhanced Family Reunification Services.

Whereas, the parties desire to amend the Agreement to extend the term of the existing Agreement (hereafter referred to as the Extension Period); and

Whereas, this First Amended Agreement incorporates the terms and conditions set forth in the original Agreement, approved by the County Board of Supervisors on June 17, 2014, except as modified by this First Amended Agreement.

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 Extension Period, CONTRACTOR shall commence performance on *July 1, 2015* and end performance upon completion, but no later than *June 30, 2016* unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of this Extension Period has the option to negotiate one (1) additional one (1) year renewal without re-bidding.

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, 2014 through June 30, 2015 and Exhibit B-2 for the period of July 1, 2015 through June 30, 2016, which are 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. Item 3 of the **PERFORMANCE MEASURES** Section of Exhibit A Statement of Work to state in its entirety:

3. 95% of completed activities shall be reported in an e-mail to the assigned social worker *within three (3) business days* of the completed contact.

4. Section A of Exhibit B is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total agreement amount, including cost reimbursements, not to exceed \$270,000, for the period of

July 1, 2014 through June 30, 2015, and not to exceed \$270,000 for the period of July 1, 2015 through June 30, 2016.

5. Section B of Exhibit B 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, 2014 through June 30, 2015 or Exhibit B-2 (Line Item Budget) for the period of July 1, 2015 through June 30, 2016, as applicable. Invoices must be submitted in COUNTY required format and must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in Exhibit A.

6. Section C of Exhibit B is amended to state in its entirety:

C. Monthly, CONTRACTOR shall submit to the COUNTY Designated Representative by the 15th of the month an invoice or certified claim on the COUNTY Treasury for the service performed over the period specified. These invoices or certified claims must cite:

- Board Contract Number; and
- Number, Type, and Cost of each service delivered for which compensation is being requested.

COUNTY's Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibits B-1 or B-2 as applicable, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation. The June estimated invoice must be submitted to the COUNTY Designated Representative no later than June 15th.

7. Section G of Exhibit B is amended to state in its entirety:

Budget Variances – Contractor shall obtain approval from COUNTY's *Designated Representative* for any variation in the line item amounts *that exceeds 5% of the total contract budget* detailed in Exhibit B-1 *for the period of July 1, 2014 through June 30, 2015 and Exhibit B-2 for the period of July 1, 2015 through June 30, 2016*. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.

8. Add Exhibit B-2, Line Item Budget for Fiscal Year (FY) 15/16

LINE ITEM BUDGET B-2

Term Beginning: 7/1/2015

Term Ending: 6/30/2016

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		
Transportation/Visitation Aide (3 @ 40 hours each)	3.00	\$ 99,653.00
Transportation/Visitation Aide (1 @ 16 hours)	.40FTE	\$ 13,204.00
Transportation/Visitation Aide *(OT at 516.86 hours)	.2485FTE	\$ 12,301.28
Administrative Positions		
Program Director	0.05	\$ 4,405.30
Program Manager	0.30	\$ 15,799.00
Office Admin Assist.III	0.10	\$ 2,986.90
Sub-Total Salaries:		\$ 148,349.48

¹ FTE = Amount of time employee works on this program. State as a percentage 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
Direct Service Staff	
Payroll Taxes	\$ 11,420.69
Health, Dental, Life, Vision, Prescription, LTD	\$ 23,709.35
Workers Compensation, Retirement & Other	\$ 10,522.73
Administrative Staff	
Payroll Taxes	\$ 2,116.25
Health, Dental, Life, Vision, Prescription, LTD	\$ 4,393.93
Workers Compensation, Retirement & Other	\$ 1,954.66
Sub-Total Employee Benefits	\$ 54,117.61
Percentage Benefits	36.5%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 202,467.09

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	\$ 350.00
Sub-Total Services	\$ 350.00

2) Supplies

Item	Budget for Contract Term
Office Expense*	\$ 1,000.00
Program Expense*	\$ 1,497.14
Training	
Telephone*	\$ 2,844.00
Mileage*	\$ 31,500.00
Other*	
Sub-Total Supplies	\$ 36,841.14
TOTAL SERVICES AND SUPPLIES	\$ 37,191.14

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 3,100.00
Equipment Lease/Rental*	\$ 204.00
Furnishings*	
Maintenance	
Utilities	\$ 420.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 350.00
Other*	
Recruitment Expenses	\$ 1,550.00
Miscellaneous	\$ 842.77
Indirect Cost @ 9.7%	\$ 23,875.00
Total Operating Expenses	\$ 30,341.77
GRAND TOTAL LINE ITEM BUDGET	\$ 270,000.00
Minus Revenue	
TOTAL BEING REQUESTED	\$ 270,000.00

D. REVENUE

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

Revenue Source	Revenue Expiration Date	Budget for Contract Term
Federal Revenue	11/30/2015	11,476,883
State Revenue	6/30/2015	5,582,921
Santa Barbara County	6/30/2015	2,960,503
Local Cities	6/30/2015	758,896
Donations		364,359
Public	12/31/2015	200,000
In-kind		1,328,299
Other		1,947,104
Funding is ongoing - renewals each year		
Total Revenue		\$ 24,618,965.00

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
Space Rent	Varies	\$ 442,169.00	472,169
Volunteer	Varies	\$ 262,217.59	551,120
Other	Varies	\$ 121,909.22	120,909
Cash Match	Varies	\$ 500,000.00	500,000
Total Match		\$ 1,326,295.81	

First Amended Agreement between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this *First Amended Agreement* to be effective on the date executed by County.

COUNTY OF SANTA BARBARA

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____

Date: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED:
DANIEL NIELSON
DEPARTMENT OF SOCIAL SERVICES

By: _____
Director

Date: _____

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

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

By: _____
Risk Manager

First Amended Agreement between the **County of Santa Barbara** and **Community Action Commission of Santa Barbara County**.

IN WITNESS WHEREOF, the parties have executed this *First* Amended Agreement to be effective on the date executed by County.

CONTRACTOR

**Community Action Commission
of Santa Barbara County**

By: _____
Fran Forman, Executive Director

Date: _____