SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR CHILD AND FAMILY TEAM FACILITATION SERVICES

Santa Barbara County

Department of Social Services

Second Amendment

This is a *Second* Amendment (*Second* Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#21-007* by and between the **County of Santa Barbara** (COUNTY) and **Casa Pacifica Centers for Children and Families** (CONTRACTOR).

WHEREAS, on June 15, 2021, COUNTY approved the Agreement for Services of Independent Contractor, number BC#21-007, (Agreement) with CONTRACTOR for the provision of Child and Family Team Facilitation Services;

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

WHEREAS, on June 14, 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); and

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2023, through June 30, 2024 (Second 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 Second Extension Period, CONTRACTOR shall commence performance on **July 1, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

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, 2021 through June 30, 2022, **EXHIBIT B-2** for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-3** for the period of July 1, 2023 through June 30, 2024, 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 41, <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT</u>, is added to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 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 \$386,891 for the period of July 1, 2021 through June 30, 2022, not-to-exceed \$444,734 for the period of July 1, 2022 through June 30, 2023, and not-to-exceed \$475,647.04 for the period of July 1, 2023 through June 30, 2024, as applicable.
- 5. 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, 2021 through June 30, 2022, EXHIBIT B-2 (Line Item Budget) for the period of July 1, 2022 through June 30, 2023, and EXHIBIT B-3 (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, as applicable. Invoices submitted for payment that are based upon EXHIBIT B-1, B-2, or B-3 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, Payment Arrangements, is amended to state in its entirety:
 - C. On the 15th of the month following the provision of services, 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 Exhibit B-1, B-2, or B-3. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 7. Add **EXHIBIT B-3**, Line Item Budget, for Fiscal Year 2023-2024 as attached.

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

on the date executed by COUNTY.	
ATTEST:	COUNTY OF SANTA BARBARA:
Mona Miyasato County Executive Officer Clerk of the Board	
Ву:	Ву:
Deputy Clerk	Das Williams, Chair Board of Supervisors
	Date:
RECOMMENDED FOR APPROVAL:	CONTRACTOR:
Social Services	Casa Pacifica Centers for Children and Families
Ву:	Ву:
Department Head	Authorized Representative
	Name: Shawna Morris Title: Chief Executive Officer
APPROVED AS TO FORM:	APPROVED AS TO ACCOUNTING FORM:
Rachel Van Mullem County Counsel	Betsy M. Schaffer, CPA Auditor-Controller
Ву:	Ву:
Deputy County Counsel	Deputy

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By:

Risk Management

EXHIBIT B-3

LINE ITEM BUDGET

Term Beginning: July 1, 2023 Term Ending: June 30, 2024

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		
Regional Director	0.05	\$ 7,751.02
Program Manager	0.10	\$ 9,974.33
Administrative Assistant	0.05	\$ 2,333.60
Program Coordinator Clinician	0.75	\$ 55,118.70
CFT Facilitator	3.00	\$ 145,782.00
Scheduler	1.00	\$ 49,882.56
Administrative Positions		
Administrative Overhead		\$ 48,238.28
Sub-Total Salaries:		\$ 319,080.48

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	
Direct Service Staff		
Payroll Taxes	\$	20,719
Other (Insurance, 401K, Worker Comp)	\$	56,877
Administrative Staff		
Payroll Taxes	\$	3,690
Other (Insurance, 401K, Worker Comp)	\$	10,130
Sub-Total Employee Benefits	\$	91,416.56
Percentage Benefits		28.65%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$	410,497.04

B. SERVICES AND SUPPLIES

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

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

2) Supplies

Item		Budget for	
	item		act Term
Office Expense		\$	500.00
	Sub-Total Supplies	\$	500.00
	TOTAL SERVICES AND SUPPLIES	\$	500.00

C. OPERATING EXPENSES

Item		Budget for Contract Term	
Equipment Lease/Rental	\$	100.00	
Maintenance	\$	500.00	
Utilities	\$	2,000.00	
Insurance	\$	5,500	
Mileage	\$	2,000.00	
Dues and subscriptions	\$	100.00	
Education and Training	\$	4,400.00	
Recruiting	\$	200.00	
Computer expenses	\$	12,000.00	
Outside services	\$	13,000.00	
Taxes and licenses	\$	500.00	
Child related costs	\$	300.00	
Conferences and meetings	\$	50.00	
Quality	\$	4,000.00	
Total Operating Expenses	\$	64,650.00	
GRAND TOTAL LINE ITEM BUDGET	\$	475,647.04	
Minus Match	\$	-	
TOTAL BEING REQUESTED	\$	475,647.04	

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
	Total Revenue	\$ -

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
N/A			
	Total Match	\$ -	