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

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, 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 is set to expire 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); 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 42, <u>PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR</u> **EQUIPMENT**, 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).

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

A. CONTRACTOR shall:

- 1. Plan and facilitate four (4) meetings of the newly formed Network of Care Leadership Committee in partnership with RSBC and PeRC leaders by June 30, 2022, and June 30, 2023 for the first extension period, and terminate effective June 30, 2023.
- 2. Generate working agreements, goals, objectives and processes for growing and sustaining the Santa Barbara County ACEs Aware Network of Care by June 30, 2022, and June 30, 2023 for the first extension period, and terminate effective June 30, 2023.
- 3. Plan and Facilitate activities for four (4) KIDS Network meetings that will integrate the Network of Care with RSBC and the larger KIDS Network by June 30, 2022, and June 30, 2023 for the first extension period, and terminate effective June 30, 2023.
- 4. Publish one article per month on the PACEs Connection RSBC Community Page between July 1, 2021 and June 30, 2022, and between July 1, 2022 and June 30, 2023 for the first extension period, *and terminate effective June 30, 2023*.
- 5. Organize and execute a Community Partner Resource Fair by January 31, 2022, and January 31, 2023 for the first extension period, *and terminate effective June 30, 2023.*
- 6. Assist 12 RSBC Community Partner organizations in completing the PACEs Connection Community Milestones Tracker by June 30, 2022, and June 30, 2023 for the first extension period, and terminate effective June 30, 2023.
- 7. Plan and facilitate one in-person strategy session and one virtual follow-up meeting with RSBC Community Partners to identify priority actions that will support the RSBC vision and purpose, by June 30, 2024 for the second extension period.
- 8. Plan and facilitate activities for two (2) KIDS Network meetings that will integrate RSBC and the larger KIDS Network, between July 1, 2023 and June 30, 2024 for the second extension period.
- 9. Publish one article per month on the PACEs Connection RSBC Community page, and share PACEs articles and opportunities with RSBC Community Partners, between July 1, 2023 and June 30, 2024 for the second extension period.
- 10. Meet with PACEs Connection staff to coordinate and activate Santa Barbara County's Community Milestones Tracker, by June 30, 2024 for the second extension period.
- 11. Attend quarterly meetings of the Network of Care Leadership Committee, and participate in the Buffering Services committee as a representative of RSBC, between July 1, 2023 and June 30, 2024 for the second 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, and not-to-exceed \$23,000 for the period of July 1, 2023 through June 30, 2024. Billable budget categories are as follows for Fiscal Years 2021-2022 and 2022-2023:

	Project Manager:	Administration and Project Support:	Communications and Graphics:	Program Associate:
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	<u>Per</u>
	Director:	Manager:	Administration:	Graphics	Associate		for in-person event:	<u>Diem:</u>
Fiscal								
Year								
	\$250	\$175 per	\$85 per hour.	\$150 per hour.	\$85 per	\$45	\$1,393.00	\$592.00
2023-	per	hour.			hour.	per		
2024	hour.					hour.		

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

Gregory Milligan

Risk Management

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//Second Amendment to the Agreement between the County of Santa Barbara and Legacy Philanthropy Works. IN WITNESS WHEREOF, the parties have executed this Second 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: Das Williams, Chair Deputy Clerk **Board of Supervisors** Date: **RECOMMENDED FOR APPROVAL:** CONTRACTOR: Department of Social Services Legacy Philanthropy Works. DocuSigned by: DocuSigned by: By: By: 7842F12BB0F54F8...
Authorized Representative Department Head Carl Palmer Name: Title: **Executive Director** APPROVED AS TO ACCOUNTING FORM: **APPROVED AS TO FORM:** Rachel Van Mullem Betsy M. Schaffer, CPA **County Counsel** Auditor-Controller DocuSigned by: DocuSigned by: Robert W Guis IV By: By: -D25019E2AF094BE. **Deputy County Counsel** Deputy APPROVED AS TO FORM: Greg Milligan, ARM Risk Management