

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
TARGETED COMMUNITY-BASED CHILD ABUSE AND NEGLECT PREVENTION SERVICES**

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 **St. Vincent's Institution** (CONTRACTOR).

WHEREAS, on December 13, 2022, the COUNTY approved the Agreement for Services with Independent Contractor, BC#22-153, (Agreement) with CONTRACTOR for the provision of Targeted Community-Based Child Abuse and Neglect Prevention Services;

WHEREAS, the initial term of the Agreement commenced on January 1, 2023 and is set to expire on June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (First 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 First 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. The COUNTY at the end of the contract term has an option to renegotiate one (1) additional one (1) year renewal, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

2. Section 36, **MANDATORY DISCLOSURE**, of the Agreement, is amended to state in its entirety:

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 or 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 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

3. Section 42, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, of the Agreement, 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 4 of **VI. GENERAL CONTRACT PROVISIONS** of EXHIBIT A, Statement of Work, is amended to state in its entirety:
 4. Budget Variances – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in **EXHIBIT B-1** for the period of January 1, 2023 through June 30, 2024 and **EXHIBIT B-2** for the period of July 1, 2024 through June 30, 2025, of this Agreement. Reasonable and necessary changes will be considered, but in no event will overall budget amount be exceeded without formal amendment of the Agreement.
5. Section A of **EXHIBIT B** of the Agreement 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 **\$40,500** for the period of January 1, 2023 through June 30, 2024 and not to exceed **\$27,000** for the period of July 1, 2024 through June 30, 2025.
6. 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 January 1, 2023 through June 30, 2024, and **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2024 through June 30, 2025. Invoices submitted for payment that are based upon **EXHIBIT B-1 or B-2, as applicable**, must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
7. Section C of **EXHIBIT B** is amended to state in its entirety:
 - C. Quarterly, 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** for the period of January 1, 2023 through June 30, 2024 and **EXHIBIT B-2** for the period of July 1, 2024 through June 30, 2025, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR..
8. Add **EXHIBIT B-2**, Line Item Budget for Fiscal Year 2024/2025 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 **St. Vincent's Institution**.

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: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Steve Lavagnino, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

St. Vincent's Institution

By: _____
Authorized Representative

Name: Rosa Paredes
President and Chief Executive

Title: Office

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: _____
Risk Management

**EXHIBIT B-2
LINE ITEM BUDGET**

Term Beginning: 07/01/2024

Term Ending: 06/30/2025

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
Director of the Family Strengthening Program	1.00	\$ 97,312.00
Lead Case Manager	1.00	\$ 54,650.00
Case Managers (3)	3.00	\$ 169,496.00
Peer Support Specialist (formerly called Assistant Case Manager)	1.00	\$ 49,478.00
Program Therapist	1.00	\$ 97,312.00
Lead Care Manager	0.50	\$ 27,690.00
Sub-Total Salaries:		\$ 495,938.00

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
Direct Service Staff	
Employee Benefits (Health Insurance, Retirement, etc.)	\$ 64,918.00
Payroll Taxes (FICA/Medicare)	\$ 37,939.00
Workers' Compensation Insurance	\$ 9,472.00
Sub-Total Employee Benefits	\$ 112,329.00
Percentage Benefits	22.6%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 608,267.00

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
Office Expense	
Program Expense	
Telephone	
Mileage	
Other*	
Sub-Total Supplies	\$ -
TOTAL SERVICES AND SUPPLIES	\$ -

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	\$ 608,267.00
Minus Match	\$ 581,267.00
TOTAL BEING REQUESTED	\$ 27,000.00

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
Program Fees	Ongoing	\$71,122
County of Santa Barbara-Human Services Commission: Best Practices Grant	6/30/2025	\$72,000
City of Santa Barbara CDBG	6/30/2025	\$21,600
Women's Fund of Santa Barbara	6/30/2025	\$50,000
County of Santa Barbara CDBG	6/30/2025	\$17,000
CenCal	6/30/2025	\$35,443
Private Grants	6/30/2025	\$107,500
Foundations/Trust	6/30/2025	\$75,000
Unrestricted Contributions	Ongoing	\$131,602
Total Revenue		\$ 581,267.00

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
Total Match		\$	-