

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
TRANSITIONAL HOUSING PROGRAM-PLUS 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#15-009* (the "Agreement") by and between the **County of Santa Barbara** (COUNTY) and **Family Care Network, Inc.** (CONTRACTOR), for the continued provision of Transitional Housing Program-Plus (THP-Plus Program).

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 to state in its entirety:

*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.*

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, *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*, 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. Exhibit A Statement of Work

- a. Exhibit A – Statement of Work is amended throughout to reflect the updated age range from 18 up to 25 years and maximum number of months allowed to receive services from 24 to 36 months.

- b. Removal of Section IV. 4. Budget Variances

4. Eligibility section of Exhibit A-1, Page 2 is amended to state in its entirety:

The program serves only eligible participants (eligible participants are 18 to 25 years old, have emancipated from foster care or probation, and have completed and are pursuing the goals of a

County approved TILP). It is FCNI's policy to confirm THP+ eligibility through the County Independent Living Program. THP+ applications originate through the ILP program, thus eligibility will have been predetermined. Should an individual apply directly to FCNI, they would be directed to the ILP Coordinator. As the County's ILP Provider, this is a seamless process. Documentation maintained by the agency to confirm eligibility may include: a copy of the participant's County-approved TILP, a referral form from the County ILP verifying eligibility, and/or a letter or correspondence from a County Social Worker or Probation Officer verifying program eligibility. These documents can originate from Santa Barbara County or the participant's County of origin. All prospective applicants must be ILP eligible and involved.

5. Section A of Exhibit B, Payment Arrangements, is amended as follows:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$248,400**, for the period of July 1, 2014 through June 30, 2015, and not to exceed **\$248,400** for the period of July 1, 2015 through June 30, 2016.

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 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.

7. 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 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.

8. 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.

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

**LINE ITEM BUDGET B-2**

**Term Beginning: JULY 1, 2015**

**Term Ending: JUNE 30, 2016**

**A. SALARIES AND EMPLOYEE BENEFITS**

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

| Position(s)                         | Full-Time Equivalent (FTE) <sup>1</sup> | Budget for Contract Term |
|-------------------------------------|---|--------------------------|
| Direct Service Positions            |   |                          |
| Program Manager                     | 0.10                                    | \$ 7,500.00              |
| Program Supervisor                  | 0.10                                    | \$ 6,500.00              |
| Program Coordinator/Case Management | 1.00                                    | \$ 41,600.00             |
| Rehabilitation Specialist           | 1.00                                    | \$ 37,440.00             |
| Administrative Positions            | 0.20                                    | \$ 6,860.00              |
| Sub-Total Salaries:                 |   | \$ 99,900.00             |

<sup>1</sup> 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                        | \$ -                     |
| Health                                      | 9.00% \$ 8,373.60        |
| Worker's Compensation                       | 2.50% \$ 2,326.00        |
| 403(b) Contribution                         | 3.00% \$ 2,791.20        |
| Payroll Taxes                               | 8.00% \$ 7,443.20        |
| Administrative Staff                        | \$ -                     |
| Health                                      | 9.00% \$ 617.40          |
| Worker's Compensation                       | 1.50% \$ 102.90          |
| 403(b) Contribution                         | 3.00% \$ 205.80          |
| Payroll Taxes                               | 8.00% \$ 548.90          |
| Sub-Total Employee Benefits                 | \$ 22,409.00             |
| Percentage Benefits                         | 22.4%                    |
| <b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b> | <b>\$ 122,309.00</b>     |

**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                       | \$ 600.00                |
| Sub-Total Services                      | \$ 600.00                |



First Amended Agreement between the **County of Santa Barbara** and **Family Care Network, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this *First Amended 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: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

By: \_\_\_\_\_  
Daniel Nielson, Director

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

First Amended Agreement between the **County of Santa Barbara** and **Family Care Network, Inc.**

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

CONTRACTOR

**Family Care Network, Inc.**

By: \_\_\_\_\_  
Jim Roberts, CEO & Founder

Date: \_\_\_\_\_