

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
CHILD WELFARE SERVICES EMERGENCY SHELTER CARE SERVICES**

Santa Barbara County
Department of Social Services

Fourth Amendment

This is a *Fourth* Amendment (*Fourth* Amendment to the Agreement) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Pathway Family Services** (CONTRACTOR).

WHEREAS, on June 16, 2020, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 20-027, (Agreement) with CONTRACTOR for the provision of Child Welfare Services Emergency Shelter Care services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2020, and is set to expire on June 30, 2021;

WHEREAS, on June 8, 2021, 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, 2021 through June 30, 2022 (First Extension Period);

WHEREAS, on June 14, 2022, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (Second Extension Period); and

WHEREAS, on July 11, 2023, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the term of the Agreement for one additional year from July 1, 2023 through June 30, 2024 (Third Extension Period); 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 (*Fourth* 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 Fourth 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.

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** (Schedule of Fees) for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-2** (Schedule of Fees) for the period of July 1, 2021 through January 31, 2022, **EXHIBIT B-3** (Line Item Budget) for the period of February 1, 2022 through June 30, 2022, **EXHIBIT B-4** (Line Item Budget) for the period of July 1, 2022 through June 30, 2023, **EXHIBIT B-5** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-6** (Line Item Budget) for the period of July 1, 2024 through June 30, 2025, 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 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 **\$201,600** for the period of July 1, 2020 through June 30, 2021, not-to-exceed **\$201,600** for the period of July 1, 2021 through June 30, 2022, not-to-exceed **\$230,672** for the period of July 1, 2022 through June 30, 2023, not-to-exceed **\$250,000** for the period of July 1, 2023 through June 30, 2024, and not-to-exceed **\$469,139.60** for the period of July 1, 2024 through June 30, 2025. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.

CONTRACTOR shall be paid per invoices submitted against the Schedule of Fees, not to exceed \$105,486 for the period of July 1, 2021 through January 31, 2022, then transition to a Line Item Budget, not to exceed \$96,114 for the period of February 1, 2022 through June 30, 2022. CONTRACTOR shall continue to be paid per invoices submitted against the Line Item Budget for the period of July 1, 2022 through June 30, 2023. CONTRACTOR shall continue to be paid per invoices submitted against the Line Item Budget for the period of July 1, 2023 through June 30, 2024. *CONTRACTOR shall continue to be paid per invoices submitted against the Line Item Budget for the period of July 1, 2024 through June 30, 2025.*

COUNTY shall reimburse CONTRACTOR:

1. By Aid to Families with Dependent Children-Foster Care (AFDC-FC) at the Santa Barbara County state assigned Foster Family Agency rate level for each child/youth placed each day. Further the CONTRACTOR shall receive the amount of \$800.00 per month, per shelter bed which shall be directly passed on to the resource parent, per the Schedule of Fees for the period of July 1, 2021 through January 31, 2022, then transition to a Line Item Budget for the period of February 1, 2022 through June 30, 2022, July 1, 2022 through June 30, 2023, at an increased rate of \$1,000 per month, per shelter bed, for the period of July 1, 2023 through June 30, 2024, and at an increased rate of \$1,500 per month, per shelter bed, for the period of July 1, 2024 through June 30, 2025.
2. \$600.00 per month, per shelter bed towards the employment of the social worker, per the Schedule of Fees for the period of July 1, 2021 through January 31, 2022, then transition to a Line Item Budget for the period of February 1, 2022 through June 30, 2022 and July 1, 2022 through June 30, 2023, at an increased rate of \$750.00 per month, per shelter bed for the period of July 1, 2023 through June 30, 2024, and at the rate of \$750.00 per month, per shelter bed for the period of July 1, 2024 through June 30, 2025.

4. 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 and expenses, as defined in **EXHIBIT B-1** (Schedule of Fees) for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-2** (Schedule of Fees) for the period of July 1, 2021 through January 31, 2022, **EXHIBIT B-3** (Line Item Budget) for the period of February 1, 2022 through June 30, 2022, and **EXHIBIT B-4** (Line Item Budget) for the period of July 1, 2022 through June 30, 2023, **EXHIBIT B-5** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-6** (Line Item Budget) for the period of July 1, 2024 through June 30, 2025, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, B-3, B-4, B-5, or B-6**, must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

5. Section C of EXHIBIT B, **Payment Arrangements**, is amended to state in its entirety:

C. Monthly, 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** (Schedule of Fees) for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-2** (Schedule of Fees) for the period of July 1, 2021 through January 31, 2022, **EXHIBIT B-3** (Line Item Budget) for the period of February 1, 2022 through June 30, 2022, or **EXHIBIT B-4** (Line Item Budget), for the period of July 1, 2022 through June 30, 2023, **EXHIBIT B-5** (Line Item Budget), for the period of July 1, 2023 through June 30, 2024, or **EXHIBIT B-6** (Line Item Budget), for the period of July 1, 2024 through June 30, 2025, as appropriate, and 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.

6. Add **EXHIBIT B-6**, Line Item Budget, for Fiscal Year 2024-2025 as attached

7. Replace the **EXHIBIT A, STATEMENT OF WORK**, in its entirety with the attached **EXHIBIT A**

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

EXHIBIT B-6

Line Item Budget

Beginning: July 1, 2024

Ending: June 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
Direct Service Positions		
Emergency Shelter Social Worker	2.00	\$120,640
Emergency Shelter Support Specialist	0.50	\$22,880
Administrative Positions		
Emergency Shelter Program Supervisor	0.50	\$34,000.00
Sub-Total Salaries:		\$177,520

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	
Benefits	\$24,398
Retirement	\$8,611
Administrative Staff	
Benefits	\$5,780
Retirement	\$2,040
Sub-Total Employee Benefits	\$40,830
Percentage Benefits	23.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$218,350

B. SERVICES AND SUPPLIES

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

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

2) Supplies

Item	Budget for Contract Term
Office Expense	
Program Expense	
8 Shelter Beds in Resource Parent Homes-1,500. each X 12	\$ 144,000.00
Admin expense for 8 beds - \$750. per bed X12	\$ 72,000.00
Respite care at \$20.00 per hour X 10 hours per youth X 12	\$ 19,200.00
Telephone	\$ 1,090.00
Mileage	\$ 9,000.00
Client clothing gift cards and other approved misc. provisions	\$ 5,500.00
Sub-Total Supplies	\$ 250,790.00
TOTAL SERVICES AND SUPPLIES	\$ 250,790.00

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	\$ 469,139.60
Minus Match	\$ -
TOTAL BEING REQUESTED	\$ 469,139.60

EXHIBIT A

STATEMENT OF WORK

BACKGROUND:

COUNTY is contracting with CONTRACTOR, which is a Foster Family Agency (FFA), to provide Emergency Shelter Care (ESC) services for minors being removed from their homes or being returned to COUNTY on a temporary basis for court hearings or determination of a permanent placement arrangement.

CONTRACTOR shall be responsible for the recruitment of resource parents (formerly foster parents), certification of their homes, and the training and supervision of the resource parents providing shelter beds. Respite and vacation shall be handled in a manner such that the contracted number of shelter beds will remain constant. Shelter beds under the ESC services shall be for the exclusive use of Santa Barbara County, Department of Social Services, Child Welfare Services (CWS).

TARGET POPULATION

1. The target population receiving ESC services are:
 - a. Children (infant, child, teen mom and her infant, and sibling group), ages 0-17, who are in need of temporary shelter and are under the care and supervision of the CWS; and
 - b. Youth 18 years to age 21 who meet the requirements of Section 17552 of the Family Code as amended by AB 12 (Chapter 559, Statutes of 2010).
2. Children and youth placed in ESC services have multiple needs including but not limited to stability, emotional support, and nurturing. Some children have had a history of previous ESC placements, placement failures, and trauma histories which require a high level of structure and support.

DUTIES AND RESPONSIBILITIES:

1. CONTRACTOR Shall:
 - A. Provide agreed upon number of shelter beds in homes in Santa Barbara County. Shelter beds may be located in the North (Santa Maria, Guadalupe, Los Alamos), West (Lompoc and Santa Ynez Valley) or South (Goleta, Santa Barbara) section of the COUNTY. Homes in Southern San Luis Obispo County shall also be considered on a case by case basis. CONTRACTOR shall serve children from birth through seventeen years old. CONTRACTOR shall also serve non-minor dependents (18-21 on a case by case basis.)
 - B. Provide an on call social worker for intake 24 hours/day, 7 days/week. On call social worker will respond to the request to place a child or youth within 30 minutes.
 - C. On call social worker will provide COUNTY with identified home that can accept the child or youth in a shelter bed, or that they cannot accept the child and the rationale, within 60 minutes of the initial verbal notification.

- D. Ensure all shelter care placements are in accordance with state licensing regulations. Placements are specific to short-term shelter care and not for permanency or adoption purposes.
- E. Provide resource parents specific training to receive, care for and manage traumatized children and youth, including those who may be at risk of or victims of commercial sexual exploitation.
- F. Provide usual and customary in-home counseling support to resource parents from FFA social worker and work with COUNTY staff to arrange additional services and supports as needed to meet identified needs of children and youth.
- G. Provide support to COUNTY shelter homes as requested, including weekly or as needed in-home counseling support, and working with COUNTY staff to arrange additional services and supports as needed to meet identified needs of children and youth.
- H. Ensure approved resource family homes only provide shelter care under ESC services for two children at a time. The number of beds may be increased by mutual agreement of CONTRACTOR AND COUNTY providing bed space is available and placement remains within California Department of Social Services – Community Care Licensing (CDSS-CCL) guidelines.
- I. Agree to accept high-needs children and youth with difficult behaviors, as long as they can be safely managed with available services and support directly related to the needs identified until a transition plan is developed or a long term placement is identified. This includes children and youth who are victims of, or at risk of, commercial sexual exploitation.
- J. Provide child and youth transportation to school. CONTRACTOR shall not be responsible for transporting children and youth outside the normal school boundaries for the resource family home.
- K. Maintain full case records for children and youth placements as required by CDSS-CCL regulations. These records shall be available to COUNTY staff for review upon request.
- L. Report all incidents as defined in CDSS-CCL regulations to CDSS-CCL and COUNTY staff.
- M. Not move dependent children and youth from one shelter home to another without prior approval from COUNTY staff.
- N. Provide essential transportation for a child(ren) and youth in the shelter care homes. Essential transportation is defined as transporting to school, medical/dental appointments, and to court. Transportation vehicles are to be safe and suitable for the child/youth.
- O. Any employee of the CONTRACTOR shall report known or suspected elder/dependent adult abuse or child abuse/neglect to Child Welfare Services/Adult Protective Services as mandated by law.
- P. Per All County Letter 10-19 and in addition to signing the Placement Agency –FFA Agreement (SOC 154A), CONTRACTOR shall document their visitation with the child on the FFA CWS/Case Management System (CMS) Contact/Service Delivery Log (SOC 160) and provide the SOC 160 to the CWS social worker on a flow basis, but at a minimum of once a month.

- Q. Be reimbursed by Aid to Families with Dependent Children-Foster Care (AFDC-FC) at the Santa Barbara County state assigned FFA rate level for each child placement day. Further the CONTRACTOR shall receive the amount of \$1,500.00 per month, per bed which will be directly passed on to the resource parent.

- R. Be reimbursed \$750.00 per month, per shelter bed towards the employment of the social worker identified in B above.

REPORTING REQUIREMENTS:

- 1. CONTRACTOR shall provide a monthly report which details the total number of shelter beds available, admissions to include name, date of admission, area of placement, date of exit, hours and type of specialized service delivered to the regional Social Services Division Chief.

- 2. CONTRACTOR shall provide the SOC 160 to the CWS social worker on a flow basis, minimally once a month.

- 3. CONTRACTOR shall report admission refusals the next business day to the regional Social Services Division Chief. The denial for admission should include reasons for the refusal to admit and any alternative placement recommendations.

- 4. CONTRACTOR shall provide a report weekly, detailing the total number and capacity of shelter beds available to regional Social Services Division Chief.

PERFORMANCE MEASURES/OUTCOMES:

- 1. CONTRACTOR shall monitor the safety and well-being of children their shelter homes. 100% of children/youth placed in Emergency Shelter Care will not have any substantiated allegations of abuse or neglect by resource parents or any other adult members that are living in the ESC home.

- 2. CONTRACTOR shall respond to 100% of all requests for a shelter bed within 60 minutes of verbal notification.

- 3. CONTRACTOR shall maintain agreed upon number of shelter beds throughout the duration of the contract. Shelter bed retainer fees will decline as specified if shelter bed space is reduced below the contracted number of shelter beds.

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Fourth Amendment to the Agreement between the **County of Santa Barbara** and **Pathway Family Services**

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to the 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: _____
Steve Lavagnino, Chair
Board of Supervisors

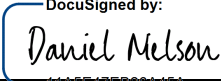
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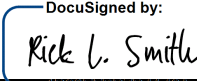
RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Pathway Family Services

By:  _____
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Department Head

By:  _____
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Authorized Representative

Name: Rick L. Smith

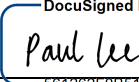
Title: Executive Director

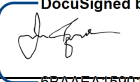
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
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Deputy County Counsel

By:  _____
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By:  _____
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Risk Management