

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
YOUTH CONTRACTOR SERVICES (NORTH COUNTY)**

**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, number *BC#17-168* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **PathPoint** (CONTRACTOR).

**WHEREAS**, on September 20, 2016, COUNTY approved the Agreement with CONTRACTOR for the provision of Workforce-Related Services and Support to Youth in Santa Barbara County;

**WHEREAS**, both parties desire to amend the provision of the Agreement and to include amended Exhibit B-2 and Exhibit B-3;

**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 1 and Section 2 of the Agreement are amended to delete Cindy Burton and replace with Henry (Harry) Bruell effective August 1, 2017.
2. Section 5, **COMPENSATION OF CONTRACTOR**, 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 October 1, 2016 to June 30, 2017, Exhibit B-2 for the period of July 1, 2017 to June 30, 2018, and Exhibit B-3 for the period of July 1, 2018 to June 30, 2019, 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 37, **MANDATORY DISCLOSURE**, is added to the Agreement as follows:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://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.)

4. Section 38, **SUBAWARD**, is added to the Agreement as follows:

CONTRACTOR shall comply with the requirements of 2 CFR Part 2900, which are hereby incorporated by reference in this Agreement.

5. Section VI. **Performance Measures/Outcomes**, of Exhibit A Statement of Work is amended to state in its entirety:

CONTRACTOR shall enroll in the program 200 unduplicated youth in the North County of Santa Barbara County over the term of the Agreement. CONTRACTOR shall enroll the following number of youth in the North County based on the corresponding timeframe set forth below:

<b>North</b>	
<b>Year</b>	<b>Annual Total</b>
Oct 2016 – June 2017	56
July 2017 – June 2018	72
July 2018 – June 2019	72
<b>North County Total</b>	<b>200</b>

Work Experience: Some of the youth enrolled in the program will be offered an opportunity to participate in a subsidized work experience activity. CONTRACTOR shall provide paid work experience for a minimum of 154 unduplicated youth in the North County of Santa Barbara County, for at least 120 hours each, at minimum wage. CONTRACTOR shall provide work experience to the following number of youth in North County based on the corresponding timeframe set forth below:

<b>Work Experience</b>	<b>North</b>
October 1, 2016 – June 30, 2017	42
July 1, 2017 – June 30, 2018	56
July 1, 2018 – June 30, 2019	56
<b>North County Total</b>	<b>154</b>

COUNTY shall provide CONTRACTOR the State established annual performance goals as they are updated on an annual basis. CONTRACTOR shall meet or exceed State established annual performance goals.

6. Section F to Exhibit B is amended to state in its entirety:

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 October 1, 2016 to June 30, 2017, **Exhibit B-2** for the period of July 1, 2017 to June 30, 2018, and **Exhibit B-3** for the period of July 1, 2018 to June 30, 2019, as applicable. Invoices submitted for payment that are based upon **EXHIBITS B-1, B-2, or B-2** must contain sufficient detail to enable an audit of the charges and CONTRACTOR shall provide supporting documentation as specified in **EXHIBIT A**.

7. Section G to Exhibit B is amended to state in its entirety:

By the 15<sup>th</sup> of each month, 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, EXHIBIT B-2, or EXHIBIT B-3**, as applicable, 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 Section J to Exhibit B:

Budget Variances – CONTRACTOR shall obtain the expressed written consent from the COUNTY for adjustments greater than 10 percent to the line item amounts under Sections 1.A., 1.B, or 1.C set forth in Exhibit B-1, Exhibit B-2, or Exhibit B-3 of this Agreement. Adjustments up to 10 percent to the line items under Sections 1.A, 1.B or 1.C set forth in Exhibit B-1, Exhibit B-2, or Exhibit B-3 of this Agreement shall require the expressed written consent of the COUNTY Designated Representative. In no event will the adjustments increase the total budget amount in Exhibit B-1, Exhibit B-2, or Exhibit B-3 without the expressed written consent of the COUNTY.

9. Exhibit B-1, Line Item Budget is amended in its entirety as attached.

10. Exhibit B-2 and Exhibit B-3, Line Item Budget, for Fiscal Years 2017-2018 and 2018-2019, respectively, are added to the Agreement.

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

**EXHIBIT B-1  
LINE ITEM BUDGET**

<b>YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT</b>	
<b>Organization:</b>	PathPoint
<b>North/South County:</b>	North County
<b>Contract Year:</b>	October 1, 2016 - June 30, 2017

<b>I. OPERATING COSTS</b>			
<b>A. WAGES AND FRINGES</b>			
<b>Position Title</b>	<b>Salary</b>	<b>% Allocated to Contract</b>	<b>Total Cost to Contract</b>
Program Director	\$56,961.00	15.00%	8,544.15
Program Coordinator (1.0 FTE)	\$40,710.00	100.00%	40,710.00
Youth Specialist (1.6 FTE)	\$59,326.00	100.00%	59,326.00
Administrative Assistant (1.0 FTE)	\$33,790.00	100.00%	33,790.00
Billing Specialist	\$45,200.00	5.00%	2,260.00
Payroll Clerk	\$48,053.00	5.00%	2,402.65
7			0.00
8			0.00
9			0.00
10			0.00
11			0.00
12			0.00
13			0.00
14			0.00
15			0.00
16			0.00
17			0.00
18			0.00
19			0.00
20			0.00
<b>Subtotal Wages &amp; Fringes</b>			<b>\$147,033</b>
<b>B. OTHER OPERATING</b>			
Advertising			0.00
Audit			0.00
Copying/Printing			1,812.00
Dues/Membership			375.00
Equipment Lease/Purchase/Maintenance			4,500.00
Facilities Rent/Maintenance			4,583.00
Insurance			611.00
Legal Fees			0.00
Meeting Room Rent			0.00
Misc (License, Tax, Other Fees)			1,250.00
Postage			230.00
Publications			0.00
Staff Development			1,399.00
Staff Travel			5,082.00
Supplies (Not Testing)			351.00

Telephone/Communication		2,183.00
Utilities		687.00
Other (Specify)	Payroll Processing	329.00
<b>Subtotal Other Operating</b>		\$ 23,392
<b>Subtotal Operating</b>		\$ 170,425
<b>C. DIRECT JOB SEEKER COSTS</b>		
Work Experience		91,179.00
Internships		0.00
Training		3,188.00
Supportive Services		8,208.00
Other (Specify in narrative)		
<b>Subtotal Direct Job Seeker Costs</b>		\$ 102,575
<b>D. INDIRECT COSTS</b>		\$ 30,399
<b>E. PROFIT</b>		\$ -
<b>TOTAL BUDGET</b>		\$ 303,399

**EXHIBIT B-2  
LINE ITEM BUDGET**

<b>YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT</b>						
Organization:	PathPoint					
North/South County:	North County					
Contract Year:	July 1, 2017 - June 30, 2018					
<b>I. OPERATING COSTS</b>						
<b>A. WAGES AND FRINGES</b>	<b>Salary</b>	<b>% Allocated to Contract</b>	<b>% Allocated to WEX</b>	<b>WEX Cost</b>	<b>Non-WEX Cost</b>	<b>Total Cost to Contract</b>
Position Title						
Program Director	\$78,365.00	8.00%	7.00%	\$ 5,485.55	\$ 6,269.20	\$ 11,754.75
Program Coordinator (1.0 FTE)	\$56,065.00	100.00%	15.00%	\$ 8,409.75	\$ 47,655.25	\$ 56,065.00
Youth/Program Specialist (1.50 FTE)	\$51,317.00	155.00%	20.00%	\$ 10,263.40	\$ 79,541.35	\$ 89,804.75
Administrative Assistant (1.0 FTE)	\$46,569.00	100.00%	0.00%	\$ -	\$ 46,569.00	\$ 46,569.00
Billing Specialist	\$62,226.00	7.50%	0.00%	\$ -	\$ 4,666.95	\$ 4,666.95
Payroll Clerk	\$66,142.00	5.00%	0.00%	\$ -	\$ 3,307.10	\$ 3,307.10
<b>Subtotal Wages &amp; Fringes</b>				<b>\$ 24,158.70</b>	<b>\$188,009</b>	<b>\$ 212,167.55</b>
<b>B. OTHER OPERATING</b>	<b>NOTES</b>					
Advertising						\$ -
Audit						\$ -
Copying/Printing						\$ 2,960.00
Dues/Membership						\$ 500.00
Equipment Lease/Purchase/Maintenance						\$ 2,000.15
Facilities Rent/Maintenance						\$ 7,459.00
Insurance						\$ 783.00
Legal Fees						\$ -
Meeting Room Rent						\$ 600.00
Misc (License, Tax, Other Fees)						\$ 250.00
Postage						\$ 665.00
Publications						\$ 3,324.00
Staff Development						\$ 1,250.00
Staff Travel						\$ 9,835.00
Supplies (Not Testing)						\$ 3,500.00
Telephone/Communication						\$ 1,629.00
Utilities						\$ 1,230.00
Other (Specify)	Payroll Processing					\$ 613.00
<b>Subtotal Other Operating</b>						<b>\$ 36,598.15</b>
<b>SUBTOTAL OPERATING</b>						<b>\$ 248,765.70</b>
<b>C. WORK EXPERIENCE &amp; SUPPORTIVE SERVICES</b>						
Direct Jobseeker Costs for Work Experience (including wages and training)						\$ 97,413.30
Staff support for WEX	Pulled from Staff WEX Costs above					\$ 24,158.70
<b>Total Work Experience Cost</b>	Required to spend \$121,572					<b>\$ 121,572.00</b>
Supportive Services/Incentives						\$ 16,000.00
Post Work Readiness Training						\$ 1,900.00
<b>SUBTOTAL WEX AND SUPPORTIVE SERVICES</b>						<b>\$ 139,472.00</b>
<b>D. INDIRECT COSTS</b>						<b>\$ 40,453.00</b>
<b>E. PROFIT</b>						<b>\$ -</b>
<b>TOTAL BUDGET</b>						<b>\$ 404,532.00</b>

**EXHIBIT B-3  
LINE ITEM BUDGET**

<b>YOUTH PROGRAM OPERATOR WORKFORCE INNOVATION AND OPPORTUNITY ACT</b>	
Organization:	PathPoint
North/South County:	North County
Contract Year:	July 1, 2018- June 30, 2019

<b>I. OPERATING COSTS</b>						
<b>A. WAGES AND FRINGES</b>						
Position Title	Salary	% Allocated to Contract	% Allocated to WEX	WEX Cost	Non-WEX Cost	Total Cost to Contract
Program Director	\$78,365.00	8.00%	7.00%	\$ 5,485.55	\$ 6,269.20	\$ 11,754.75
Program Coordinator (1.0 FTE)	\$56,065.00	100.00%	15.00%	\$ 8,409.75	\$ 47,655.25	\$ 56,065.00
Youth/Program Specialist (1.50 FTE)	\$51,317.00	155.00%	20.00%	\$ 10,263.40	\$ 79,541.35	\$ 89,804.75
Administrative Assistant (1.0 FTE)	\$46,569.00	100.00%	0.00%	\$ -	\$ 46,569.00	\$ 46,569.00
Billing Specialist	\$62,226.00	7.50%	0.00%	\$ -	\$ 4,666.95	\$ 4,666.95
Payroll Clerk	\$66,142.00	5.00%	0.00%	\$ -	\$ 3,307.10	\$ 3,307.10
<b>Subtotal Wages &amp; Fringes</b>				\$ 24,158.70	\$188,009	\$ 212,167.55
<b>B. OTHER OPERATING</b>						
	<b>NOTES</b>					
Advertising						\$ -
Audit						\$ -
Copying/Printing						\$ 2,960.00
Dues/Membership						\$ 500.00
Equipment Lease/Purchase/Maintenance						\$ 2,000.15
Facilities Rent/Maintenance						\$ 7,459.00
Insurance						\$ 783.00
Legal Fees						\$ -
Meeting Room Rent						\$ 600.00
Misc (License, Tax, Other Fees)						\$ 250.00
Postage						\$ 665.00
Publications						\$ 3,324.00
Staff Development						\$ 1,250.00
Staff Travel						\$ 9,835.00
Supplies (Not Testing)						\$ 3,500.00
Telephone/Communication						\$ 1,629.00
Utilities						\$ 1,230.00
Other (Specify)	Payroll Processing					\$ 613.00
<b>Subtotal Other Operating</b>						\$ 36,598.15
<b>SUBTOTAL OPERATING</b>						\$ 248,765.70
<b>C. WORK EXPERIENCE &amp; SUPPORTIVE SERVICES</b>						
Direct Jobseeker Costs for Work Experience (including wages and training)						\$ 97,413.30
Staff support for WEX	Pulled from Staff WEX Costs above					\$ 24,158.70
<b>Total Work Experience Cost</b>	Required to spend \$121,572					\$ 121,572.00
Supportive Services/Incentives						\$ 16,000.00
Post Work Readiness Training						\$ 1,900.00
<b>SUBTOTAL WEX AND SUPPORTIVE SERVICES</b>						\$ 139,472.00
<b>D. INDIRECT COSTS</b>						
						\$ 40,453.00
<b>E. PROFIT</b>						
						\$ -
<b>TOTAL BUDGET</b>						\$ 404,532.00

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First Amendment to the Agreement between the **County of Santa Barbara** and **PathPoint**.

**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

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Social Services

**CONTRACTOR:**

PathPoint

By: \_\_\_\_\_  
Department Head

By: \_\_\_\_\_  
Authorized Representative

Name: Cindy Burton

Title: Chief Executive Officer

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

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