

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOR RESOURCE FAMILY SUPPORT PROGRAM**

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 **Pathway Family Services, Inc.** (CONTRACTOR).

WHEREAS, on June 18, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-254, (Agreement) with CONTRACTOR for the provision of Resource Family Support Program;

WHEREAS, the initial term of the Agreement commenced on July 1, 2019, and expired on June 30, 2020;

WHEREAS, on June 16, 2020, 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, 2020 through June 30, 2021 (First Extension Period); and

WHEREAS, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2021, through June 30, 2022 (*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, 2021** and end performance upon completion, but no later than **June 30, 2022** 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 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**, for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2** for the period of July 1, 2020 through June 30, 2021, and **EXHIBIT B-3** for the period of July 1, 2021 through June 30, 2022 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 **\$129,580** for the period of July 1, 2019 through June 30, 2020; not to exceed **\$79,580** for the period of July 1, 2020 through June 30, 2021; *and not to exceed \$79,580 for the period of July 1, 2021 through June 30, 2022.*
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, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2020 through June 30, 2021, *and EXHIBIT B-3 (Line Item Budget) for the period of July 1, 2021 through June 30, 2022.* Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, or B-3** 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 services 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 July 1, 2019 through June 30, 2020, **EXHIBIT B-2** for the period of July 1, 2020 through June 30, 2021, *and EXHIBIT B-3 for the period of July 1, 2021 through June 30, 2022,* shall initiate payment processing. COUNTY shall pay invoice or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
6. Add **EXHIBIT B-3**, for Fiscal Year 2021-2022 as attached.

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

EXHIBIT B-3

LINE ITEM BUDGET

Term Beginning: July 1, 2021

Term Ending: June 30, 2022

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		
Full time Resource Family Support Specialist	1.00	\$ 40,560.00
Administrative Positions		
Resource Family Support Services Manager	0.20	\$ 11,529.00
Sub-Total Salaries:		\$ 52,089.00

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	
Insurance Benefit for 1 full time staff	\$ 6,100.00
Retirement for 1 full time staff	\$ 1,185.00
Administrative Staff	
Partial Cost of RFSS Manager Insurance Benefits	\$ 1,120.00
Partial Cost of Retirement for RFSS Manager	\$ 330.00
Sub-Total Employee Benefits	\$ 8,735.00
Percentage Benefits	16.8%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 60,824.00

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- Daniells Phillips Vaughan & Bock CPA's	\$ 1,400.00
Sub-Total Services	\$ 1,400.00

2) Supplies

Item	Budget for Contract Term
Office Expense	\$ 950.00
Program Expense	\$ 3,500.00
Telephone	\$ 1,167.00
Mileage	\$ 3,006.00
Other	\$ -
Sub-Total Supplies	\$ 8,623.00
TOTAL SERVICES AND SUPPLIES	\$ 10,023.00

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	\$ 4,572.00
Equipment Lease/Rental	\$
Furnishings	
Maintenance	\$ 121.00
Utilities	\$ 1,100.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 1,940.00
Other (Licensing, accreditation fees, clearances, dues.)	\$ 1,000.00
Total Operating Expenses	\$ 8,733.00
GRAND TOTAL LINE ITEM BUDGET	\$ 79,580.00
Minus Match	\$ -
TOTAL BEING REQUESTED	\$ 79,580.00

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Second Amendment to the Agreement between the **County of Santa Barbara** and **Pathway Family Services, Inc.**

IN WITNESS WHEREOF, the parties have executed this Second 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: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Pathway Family Services, Inc.

By: _____
Authorized Representative

Name: Rick L. Smith

Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management