

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

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

WHEREAS, on June 16, 2023, the COUNTY approved the Agreement for Services with Independent Contractor, BC#23-114, (Agreement) with CONTRACTOR for the provision of Resource Family Support Program;

WHEREAS, the initial term of the Agreement commenced on July 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.

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 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

3. Section A of V. **PERFORMANCE MEASURES** of **EXHIBIT A** is amended to state in its entirety:

A. Performance outcomes will be reported quarterly, and include:

- i. 95% of RFs will be contacted by CONTRACTOR within three business days of initial referral.

- ii. 90% of the RFs who engage in services will show an increase in pre/post family assessment scores.
 - iii. 90% of RFs who complete program services will indicate “Satisfied” level of satisfaction as measured by the Family Satisfaction Survey administered at the end of services.
4. Section A of **EXHIBIT B** of the Agreement is amended to state in its entirety:
- B. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$79,580** for the period of July 1, 2023 through June 30, 2024 and not to exceed **\$93,170.58** for the period of July 1, 2024 through June 30, 2025.
5. 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, 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** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
6. Section C of **EXHIBIT B** 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 or B-2** 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.
7. 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 **Pathway Family Services, Inc.**

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: _____
Steve Lavagnino, Chair
Board of Supervisors


Date: _____

RECOMMENDED FOR APPROVAL:

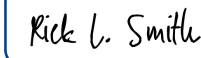
Department of Social Services

CONTRACTOR:

Pathway Family Services, Inc.

By: 

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Department Head

By: 

1D23EFBD7D4A49A...
Authorized Representative

Name: Rick L. Smith
Title: Executive Director

APPROVED AS TO FORM:

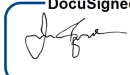
Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 

561262F0B51A41B...
Deputy County Counsel

By: 

6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: 

05F555F00269466...
Risk Management

**EXHIBIT B-2
LINE ITEM BUDGET**

Term Beginning: July 1, 2024

Term 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		
Resource Support Specialist	1.00	\$46,860
Administrative Positions		
Resource Family Support Services Manager	0.20	\$14,560.00
Sub-Total Salaries:		\$ 61,420.00

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	
Benefits	\$ 7,452.00
Retirement	\$ 3,617.58
Administrative Staff	
Benefits	\$ 1,686.00
Retirement	\$ 806.00
Sub-Total Employee Benefits	\$ 13,561.58
Percentage Benefits	22.1%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 74,981.58

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	\$ 2,500.00
Daniel, Phillips, Vaughn abd Bock CPA	
Sub-Total Services	\$ 2,500.00

2) Supplies

Item	Budget for Contract Term
Office Expense	\$ 1,200.00
Program Expense	\$ 1,750.00
Telephone	\$ 1,167.00
Mileage	\$ 1,400.00
Other	
Sub-Total Supplies	\$ 5,517.00
TOTAL SERVICES AND SUPPLIES	\$ 8,017.00

