

FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR

FAMILY EVALUATION SERVICES

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 **Aspiranet** (CONTRACTOR).

WHEREAS, on June 16, 2020, COUNTY approved the Agreement for Services of Independent Contractor, number BC# 20-034, (Agreement) with CONTRACTOR for the provision of Family Evaluation Services;

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

WHEREAS, the parties now desire to amend Agreement to increase current Fiscal Year contract amount and extend the term for one additional year commencing on July 1, 2021, through June 30, 2022 (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, 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 *two (2) additional one (1) year renewals*, 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, Revised April 2021 for the period of July 1, 2020 through June 30, 2021, and EXHIBIT B-2 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 **\$80,000** *for the period of July 1, 2020 through June 30, 2021, and not-to-exceed \$70,000 for the period of July 1, 2021 through June 30, 2022.*

CONTRACTOR shall be reimbursed \$2,000 per English evaluations and \$2,200 per Spanish evaluations.

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 Revised April 2021** (Schedule of Fees) *for the period of July 1, 2020 through June 30, 2021 and EXHIBIT B-2 (Schedule of Fees) for the period of July 1, 2021 through June 30, 2022, as applicable.* Invoices submitted for payment that are based upon **EXHIBIT B-1 Revised April 2021 or B-2** 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 Revised April 2021** *for the period of July 1, 2020 through June 30, 2021 and EXHIBIT B-2 for the period of July 1, 2021 through June 30, 2022, as applicable 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. Replace **EXHIBIT B-1**, Schedule of Fees, with **EXHIBIT B-1 Revised April 2021**, Schedule of Fees for Fiscal Year (FY) 2020/2021.
7. Add **EXHIBIT B-2**, Schedule of Fees, for FY 2021/2022 as attached.

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

EXHIBIT B-1 Revised April 2021

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET July 1, 2020 – June 30, 2021

FEE FOR SERVICE CALCULATION

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
RFA Family Evaluation	\$2,000	40	\$80,000
	\$		
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$80,000

EXHIBIT B-2

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET July 1, 2021 – June 30, 2022

FEE FOR SERVICE CALCULATION

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
English RFA Family Evaluation	\$2,000	24	\$48,000
Spanish RFA Family Evaluation	\$2,200	10	\$22,000.
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$70,000

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

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: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Aspiranet

By: _____
Department Head

By: _____
Authorized Representative

Name: Vernon Brown

Title: Chief Executive Officer

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management