

**ATTACHMENT B-1**

Executed Agreement and Amendments 1-2 - Pathway – CWS ESC



**County of Santa Barbara**  
**BOARD OF SUPERVISORS**  
**Minute Order**

**June 16, 2020**

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**Present:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SOCIAL SERVICES

File Reference No. 20-00409

**RE:** Consider recommendations regarding an Agreement with Pathway Family Services, Inc. for Child Welfare Services Emergency Shelter Care Services, as follows:

a) Approve and authorize the Chair to execute the Agreement with Pathway Family Services, Inc. to provide Child Welfare Services Emergency Shelter Care Services in the amount not to exceed \$201,600.00, for the period of July 1, 2020 through June 30, 2021; and

b) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

**A motion was made by Supervisor Hartmann, seconded by Supervisor Williams, that this matter be acted on as follows:**

a) **Approved and authorized; Chair to execute; and**

b) **Approved.**

**The motion carried by the following vote:**

**Ayes:** 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Pathway Family Services, Inc. with an address at PO Box 888, Bakersfield, CA 93302 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Marianne Reagan at phone number (805) 681-4529 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rick L Smith at phone number (661) 325-2570 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                      Marianne Reagan, Department of Social Services  
234 Camino del Remedio, Santa Barbara, CA 93110, (805)681-4529  
[M.Reagan@sbcsocialserv.org](mailto:M.Reagan@sbcsocialserv.org)

To CONTRACTOR:              Rick L. Smith, Pathway Family Services, Inc.  
PO Box 888, Bakersfield, CA 93302, (661)325-2570  
[rick@pfsffa.org](mailto:rick@pfsffa.org)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on **July 1, 2020** and end performance upon completion, but no later than **June 30, 2021** unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate three (3) additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

## **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B 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.

## **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

## **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

## **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

## **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

## **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

## **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

A. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

- B. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  
- C. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
  
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
  
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## 22. **REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not



performance, or closeout of this contract or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**33. STATE ENERGY CONSERVATION PLAN**

CONTRACTOR agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

**34. PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR, by signing this Agreement, hereby certifies to the best of his, her or its knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit California State Standard Form-LLL, "Disclosure Form to Report Lobbying," to the COUNTY and in accordance with the instructions found therein.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he, she or it shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients shall certify and disclose accordingly

**35. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award,

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Agreement for Services of Independent CONTRACTOR between the **County of Santa Barbara** and **Pathway Family Services, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this 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: \_\_\_\_\_  
Gregg Hart, 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

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Agreement for Services of Independent CONTRACTOR between the **County of Santa Barbara** and **Pathway Family Services, Inc.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By: *Shirley DeBuena*  
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By: *Gregg Hart*  
Gregg Hart, Chair,  
Board of Supervisors

Date: 6-16-20

**RECOMMENDED FOR APPROVAL:**

Social Services

By: *Daniel Nafon*  
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: *Paul W.*  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By: *Betsy M. Schaffer*  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: *[Signature]*  
Risk Management

## **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 (18-20) 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. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Report all incidents as defined in CDSS-CCL regulations to CDSS-CCL and COUNTY staff.
- K. Not move dependent children and youth from one shelter home to another without prior approval from COUNTY staff.
- L. 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.
- M. 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.
- N. 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.
- O. 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 \$800.00 per month, per bed which will be directly passed on to the resource parent.
- P. Be reimbursed \$600.00 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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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Completion (with attached Schedule of Fees)

- 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 (Maximum Agreement Amount). In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.

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.
  2. \$600.00 per month, per shelter bed towards the employment of the social worker identified in Exhibit A, section 1Q.
- 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). Invoices submitted for payment that are based upon **Exhibit B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 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** as appropriate, 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment shall not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Tracking of Expenses: CONTRACTOR shall inform COUNTY when seventy-five percent (75%) of Maximum Agreement Amount has been incurred based upon CONTRACTOR's own billing records. CONTRACTOR shall send such notice to those persons and addresses which are set forth in the Agreement, Section 2 (NOTICES).
- F. Six-Month Billing Limit: Unless otherwise determined by state or federal regulations all original invoices under this Agreement must be received by COUNTY within six (6) months from the date of service to avoid possible payment reduction or denial for late billing.
- G. Monitoring/Audit Exceptions and Disallowed Costs: CONTRACTOR shall be subject to monitoring reviews that cover any fiscal or programmatic term or condition of the Agreement and/or prescribed by the State, including cost allocation methodologies. Except to the extent that the State and/or the COUNTY determines it will assume liability, CONTRACTOR shall be liable for and shall repay to the COUNTY all amounts recouped as a



result of audit exceptions or disallowances of claimed costs. Such repayment shall be from funds other than those received under this Agreement.

**EXHIBIT B-1**

**SCHEDULE OF FEES**

**FEE FOR SERVICE BUDGET**

**Budget Period: July 1, 2020 through June 30, 2021**

<b>SERVICE TO BE PROVIDED</b>	<b>RATE PER UNIT OF SERVICE</b>	<b>MAXIMUM NUMBER OF UNITS OF SERVICE PER MONTH</b>	<b>TOTAL MAXIMUM AMOUNT FOR BUDGET PERIOD</b>
Emergency Shelter Care (shelter beds)	\$1,400.	12	\$201,600
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>MAXIMUM OBLIGATION</b>			\$201,600.
<b>MAXIMUM MONTHLY PAYMENT</b>			\$16,800.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

##### B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR  
CHILD WELFARE SERVICES EMERGENCY SHELTER CARE 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 **Pathway Family Services, Inc.** (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; 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 (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 A of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
  - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR 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, and not-to-exceed **\$201,600** for the period of July 1, 2021 through June 30, 2022. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement.

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.
  2. \$600.00 per month, per shelter bed towards the employment of the social worker identified in EXHIBIT A, section 1Q.
2. 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) 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 or B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**

3. 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 or B-2** as appropriate, 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.
4. Add **EXHIBIT B-2**, Schedule of Fees, for Fiscal Year 2021-2022 as attached.

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

**EXHIBIT B-2**

**SCHEDULE OF FEES**

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

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Emergency Shelter Care (shelter beds)	\$1,400	12	\$201,600
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
<b>MAXIMUM OBLIGATION</b>			<b>\$201,600</b>



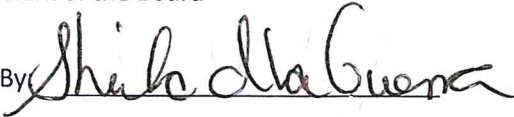
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First Amendment to the Agreement between the **County of Santa Barbara** and **Pathway Family Services, Inc.**

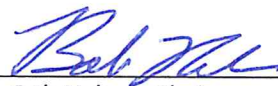
**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement to be effective on the date executed by COUNTY.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By:   
Bob Nelson, Chair  
Board of Supervisors

Date: 8.24.2021

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

By:   
Department Head

**CONTRACTOR:**

Pathway Family Services, Inc.


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

Name: Rick L. Smith

Title: Executive Director

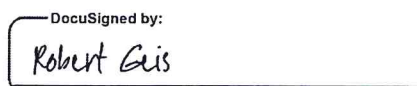
**APPROVED AS TO FORM:**

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

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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: \_\_\_\_\_  
Bob Nelson, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

**CONTRACTOR:**

Pathway Family Services, Inc.

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

By:   
Authorized Representative

Name: Rick L. Smith

Title: Executive Director

**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

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

**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** (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); and

**WHEREAS**, the parties now desire to amend the Agreement payment arrangements for the period of July 1, 2021 through June 30, 2022 and extend the term for one additional year commencing on July 1, 2022, through June 30, 2023 (*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. All references to Pathway Family Services, Inc. of the Agreement is amended to *Pathway Family Services*.
2. Section 2, **NOTICES**, of the Agreement is amended to state in its entirety:

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery, email, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:                    *Marianne Reagan, Adult and Children Services Operations Manager*  
   *Department of Social Services,*  
   *234 Camino del Remedio, Santa Barbara, CA 93110*  
   [mreaga@countyofsb.org](mailto:mreaga@countyofsb.org)

To CONTRACTOR:            Rick L. Smith, Pathway Family Services  
   PO Box 888, Bakersfield, CA 93302,  
   [Rick@pfsffa.org](mailto:Rick@pfsffa.org)

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. 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, 2022** and end performance upon completion, but no later than **June 30, 2023** unless otherwise directed by COUNTY or unless earlier terminated. 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.*

4. 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, and **EXHIBIT B-4 (Line Item Budget)** for the period of July 1, 2022 through June 30, 2023, 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.

5. 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, and *not-to-exceed **\$230,672** for the period of July 1, 2022 through June 30, 2023.* 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.*

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, and July 1, 2022 through June 30, 2023.*
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.*

3. *\$50.00 per month, per shelter bed towards monthly staffing costs, 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.*
  
6. 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*, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1**, **EXHIBIT B-2**, **EXHIBIT B-3** or **EXHIBIT B-4**, must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
  
7. 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*, 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.
  
8. Add **EXHIBIT B-3**, Line Item Budget, for the Period of February 1, 2022 through June 30, 2022 as attached.
  
9. Add **EXHIBIT B-4**, Line Item Budget, for Fiscal Year 2022-2023 as attached
  
10. Replace the Exhibit C – Indemnification and Insurance Requirements (For Professional Contracts) in its entirety with the attached Exhibit C.

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

**EXHIBIT B-3****Line Item Budget****Beginning:** February 1, 2022**Ending:** June 30, 2022**A. SALARIES AND EMPLOYEE BENEFITS**

1) Salaries - List each position to be funded by this award.

<b>Position(s)</b>	<b>Full-Time Equivalent (FTE)<sup>1</sup></b>	<b>Budget for Contract Term</b>
Direct Service Positions		
Full Time Emergency Shelter Bed Social Worker	1.00	\$ 20,367.00
Administrative Positions	N/A	N/A
Sub-Total Salaries:		\$ 20,367.00

<sup>1</sup> 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.

<b>Type of Employee Benefit</b>	<b>Budget for Contract Term</b>
Direct Service Staff	
Health insurance benefits	1 FTE \$2,667.00
Administrative Staff	
Sub-Total Employee Benefits	\$ 2,667.00
Percentage Benefits	13.1%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 23,034.00</b>

**B. SERVICES AND SUPPLIES**

Provided by Pathway Family Services 'In -kind'

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$ -
Provided by Pathway Family Services 'In -kind'	\$ -
10 shelter beds per month @ 1450.00 per bed	\$72,500.00
Sub-Total Services	\$ 72,500.00

**2) Supplies**

Item	Budget for Contract Term
Office Expense	\$ -
Program Expense	\$ -
Provided by Pathway Family Services 'in-kind'	
Telephone	\$ -
Mileage	\$ 580.00
Other	\$ -
Sub-Total Supplies	\$ 580.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 73,080.00</b>





**EXHIBIT B-4****Line Item Budget**

Beginning: July 1, 2022

Ending: June 30, 2023

**A. SALARIES AND EMPLOYEE BENEFITS**

1) Salaries - List each position to be funded by this award.

Position(s)	Full-Time Equivalent (FTE) <sup>1</sup>	Budget for Contract Term
Direct Service Positions		
Full Time Emergency Shelter Bed Social Worker	1.00	\$ 48,880.00
Administrative Positions	N/A	N/A
Sub-Total Salaries:		\$ 48,880.00

<sup>1</sup> 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	
Health insurance benefits	1 FTE \$6,400.00
Administrative Staff	
Sub-Total Employee Benefits	\$ 6,400.00
Percentage Benefits	13.1%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 55,280.00</b>

**B. SERVICES AND SUPPLIES**

Provided by Pathway Family Services 'In -kind'

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$ -
Provided by Pathway Family Services 'In -kind'	\$ -
10 shelter beds per month @ 1450.00 per bed	\$174,000.00
Sub-Total Services	\$ 174,000.00

**2) Supplies**

Item	Budget for Contract Term
Office Expense	\$ -
Program Expense	\$ -
Provided by Pathway Family Services 'in-kind'	
Telephone	\$ -
Mileage	\$ 1,392.00
Other	\$ -
Sub-Total Supplies	\$ 1,392.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 175,392.00</b>



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

**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

**COUNTY OF SANTA BARBARA:**

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

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

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

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

**CONTRACTOR:**

Pathway Family Services

By: DocuSigned by:  
*Daniel Nelson*  
6D8BDEFD93F4403  
Department Head

By: DocuSigned by:  
*Rick L. Smith*  
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: DocuSigned by:  
*Paul Lee*  
561262F6B51A41B...  
Deputy County Counsel

By: DocuSigned by:  
*Robert Geis*  
B25619E2AF094BE...  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: DocuSigned by:  
*Gregory Milligan*  
DC220AC1E64247D...  
Risk Management

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew

such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.