

**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
mreaqa@countyofsb.org*

To CONTRACTOR: Rick L. Smith, Pathway Family Services
PO Box 888, Bakersfield, CA 93302,
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.

Position(s)	Full-Time Equivalent (FTE) ¹	Budget for Contract Term
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

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	
Health insurance benefits	1 FTE \$2,667.00
Administrative Staff	
Sub-Total Employee Benefits	\$ 2,667.00
Percentage Benefits	13.1%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 23,034.00

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
TOTAL SERVICES AND SUPPLIES	\$ 73,080.00

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) ¹	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

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

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
TOTAL SERVICES AND SUPPLIES	\$ 175,392.00

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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: Shirley Diabuena
Deputy Clerk

By: Joan Hartmann
Joan Hartmann, Chair
Board of Supervisors

Date: 6-28-22

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Pathway Family Services

By: Daniel Nelson
Department Head

By: Rick L. Smith
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: Paul Lee
Deputy County Counsel

By: Robert Geis
Deputy

APPROVED AS TO FORM:

Risk Management

By: Gregory Milligan
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 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.