

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

**Santa Barbara County**  
Department of Social Services

***Third Amendment***

This is a *Third Amendment* (*Third 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);

**WHEREAS**, on June 14, 2022, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (Second Extension Period); and

**WHEREAS**, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2023, through June 30, 2024 (*Third Extension Period*).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows.

**The Agreement is amended as follows:**

1. Section 4, **TERM**, of the Agreement is amended by adding the following language:

*For the Third Extension Period*, CONTRACTOR shall commence performance on **July 1, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

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, **EXHIBIT B-4** (Line Item Budget) for the period of July 1, 2022 through June 30, 2023, *and EXHIBIT B-5 (Line Item Budget) for the period of July 1, 2023 through June 30, 2024*, 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.

2. 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, not-to-exceed **\$230,672** for the period of July 1, 2022 through June 30, 2023, *and not-to-exceed \$250,000 for the period of July 1, 2023 through June 30, 2024*. 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. *CONTRACTOR shall continue to be paid per invoices submitted against the Line Item Budget for the period of July 1, 2023 through June 30, 2024.*

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, July 1, 2022 through June 30, 2023, *and at an increased rate of \$1,000 per month, per shelter bed, for the period of July 1, 2023 through June 30, 2024.*
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, *and at an increased rate of \$750.00 per month, per shelter bed for the period of July 1, 2023 through June 30, 2024.*
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, *and terminate this expense effective June 30, 2023.*

3. 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, and **EXHIBIT B-5** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, B-3, B-4 or B-5**, must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

4. 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, or **EXHIBIT B-5** (Line Item Budget), for the period of July 1, 2023 through June 30, 2024, 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.

5. Add **EXHIBIT B-5**, Line Item Budget, for Fiscal Year 2023-2024 as attached

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

**EXHIBIT B-5**

**Line Item Budget**

**Beginning:** July 1, 2023

**Ending:** June 30, 2024

**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		
Emergency Shelter Bed Program Social Worker	1.00	\$ 52,000.00
Administrative Positions		
N/A		
<b>Sub-Total Salaries:</b>		<b>\$ 52,000.00</b>

<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	
Social Worker (health benefits, mileage reimbursement, cell phone allowance, and all employer taxes)	\$ 10,400.00
Administrative Staff	
<b>Sub-Total Employee Benefits</b>	<b>\$ 10,400.00</b>
<b>Percentage Benefits</b>	<b>20.0%</b>
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 62,400.00</b>

**B. SERVICES AND SUPPLIES**

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

Name of Consultant(s)/Contract Services	Budget for Contract Term
Independent Audit	\$ -
None paid for by this contract	
Sub-Total Services	\$ -

**2) Supplies**

Item	Budget for Contract Term
Office Expense	
Program Expense	
8 Shelter Bed in Resource Parent Homes \$1000. each X 12 months	\$ 96,000.00
Admin expense for 8 shelter beds \$750. per bed X 12 months	\$ 72,000.00
Longevity Bonuses for 5 shelter bed homes. \$2400.00 per home	\$ 12,000.00
Telephone	
Mileage	\$ 2,088.00
Client clothing gift cards and other misc. provisions	\$ 5,512.00
Sub-Total Supplies	\$ 187,600.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 187,600.00</b>



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

**IN WITNESS WHEREOF**, the parties have executed this Third 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: \_\_\_\_\_  
Das Williams, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Department of Social Services

**CONTRACTOR:**

Pathway Family Services

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

By: \_\_\_\_\_  
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: \_\_\_\_\_  
Deputy County Counsel

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

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By: \_\_\_\_\_  
Risk Management