

**ATTACHMENT C-2**

First Amendment to the Agreement for Services of Independent Contractor for Resource Family Support Program



# 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. 20-00410

**RE:** Consider recommendations regarding a First Amendment to the Agreement with Pathway Family Services, Inc. for the Resource Family Support Program, as follows:

a) Approve and authorize the Chair to execute the first Amendment to the Agreement for services with Pathway Family Services, Inc. (a local vendor) to provide the Resource Family Support Program in the amount not to exceed \$79,580.00 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

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

**Santa Barbara County**  
Department of Social Services

***First Amendment***

This is a *First Amendment* (*First Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Pathway Family Services, Inc.** (CONTRACTOR).

**WHEREAS**, on June 18, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-254, (Agreement) with CONTRACTOR for the provision of Resource Family Support Program;

**WHEREAS**, the initial term of the Agreement commenced on July 1, 2019, and is set to expire on June 30, 2020; and

**WHEREAS**, the parties now desire to amend Agreement to extend the term for one additional year commencing on July 1, 2020, through June 30, 2021 (*First Extension Period*).

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

**The Agreement is amended as follows:**

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

For the *First Extension Period*, CONTRACTOR shall commence performance on **July 1, 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 *two (2)* additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

2. Section 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 **\$129,580** for the period of July 1, 2019 through June 30, 2020, *and not to exceed \$79,580 for the period of July 1, 2020 through June 30, 2021.*

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, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020 *and EXHIBIT B-2* (Line Item Budget) *for the period of July 1, 2020 through June 30, 2021.* 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**.

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 services 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** for the period of July 1, 2018 through June 30, 2019, and **EXHIBIT B-2** for the period of July 1, 2019 through June 30, 2020, shall initiate payment processing. COUNTY shall pay invoice or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
5. Add EXHIBIT B-2, for Fiscal Year 2020-2021 as attached.

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

**EXHIBIT B-2**

**LINE ITEM BUDGET**

Term Beginning: July 1, 2020

Term Ending: June 30, 2021

**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 Resource Family Support Specialist	1.00	\$ 39,520.00
Administrative Positions		
Resource Family Support Services Manager	0.20	\$ 10,869.00
Sub-Total Salaries:		\$ 50,389.00

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

Type of Employee Benefit	Budget for Contract Term
Direct Service Staff	
Insurance Benefit for 1 full time staff	\$ 6,100.00
Retirement for 1 full time staff	\$ 1,185.00
Administrative Staff	
Partial Cost of RFSS Manager Insurance Benefits	\$ 1,120.00
Partial Cost of Retirement for RFSS Manager	\$ 330.00
Sub-Total Employee Benefits	\$ 8,735.00
Percentage Benefits	17.3%
<b>TOTAL SALARIES AND EMPLOYEE BENEFITS</b>	<b>\$ 59,124.00</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- Daniells Phillips Vaughan & Bock CPA's	\$ 1,400.00
Sub-Total Services	\$ 1,400.00

2) Supplies

Item	Budget for Contract Term
Office Expense	\$ 1,900.00
Program Expense	\$ 3,500.00
Telephone	\$ 1,167.00
Mileage	\$ 3,006.00
Other	\$ -
Sub-Total Supplies	\$ 9,573.00
<b>TOTAL SERVICES AND SUPPLIES</b>	<b>\$ 10,973.00</b>

**C. OPERATING EXPENSES**

Item	Budget for Contract Term
Facility Lease/Rental	\$ 4,572.00
Equipment Lease/Rental	\$ -
Furnishings	\$ 750.00
Maintenance	\$ 121.00
Utilities	\$ 1,100.00
Insurance	\$ 1,940.00
Other (Licensing, accreditation fees, membership dues.)	\$ 1,000.00
Total Operating Expenses	\$ 9,483.00
GRAND TOTAL LINE ITEM BUDGET	\$ 79,580.00
Minus Match	\$ -
<b>TOTAL BEING REQUESTED</b>	<b>\$ 79,580.00</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: \_\_\_\_\_  
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

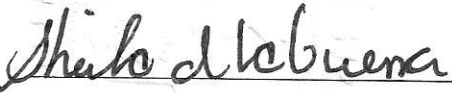
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**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By:   
Gregg Hart, Chair  
Board of Supervisors  
Date: 6-16-20

**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