

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
CHILD WELFARE SERVICES PERMANENCY ASSESSMENT SERVICES**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First* amendment (hereafter referred to as the *First* Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#17-220* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **Pathway Family Services** (CONTRACTOR), for the continued provision of Child Welfare Services (CWS) Permanency Assessment Services.

WHEREAS, on December 13, 2016, COUNTY approved the Agreement with CONTRACTOR for the continued provision of Child Welfare Services Permanency Assessment Services;

WHEREAS, the initial term of the Agreement commenced on January 1, 2017, and is set to expire on June 30, 2017, unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to extend the terms of the existing Agreement for one additional year commencing on July 1, 2017, through June 30, 2018 (Extension Period) and to adjust the contract amount.

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 Extension Period, CONTRACTOR shall commence performance on *July 1, 2017* and end performance upon completion, but no later than *June 30, 2018* unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate *two (2)* additional one (1) year renewals, without re-bidding. A renewal determination will be contingent upon CONTRACTOR's satisfactory achievement of agreed upon performance measures.

2. Section 5, **COMPENSATION OF CONTRACTOR**, of the Agreement is amended to state in its entirety:

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B, *including Revised Exhibit B-1 for the period of January 1, 2017 through June 30, 2017, and Exhibit B-2 for the period of July 1, 2017 through June 30, 2018, which are attached hereto and incorporated herein by reference*. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Add Section 36, **SUBAWARD**:

The Contractor shall comply with the requirements of 2 CFR Part 300, which are hereby incorporated by reference in this award.

4. Add Section 37, **MANDATORY DISCLOSURE:**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

5. Section A of Exhibit B is amended to state in its entirety:

For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **56,000.00 for the period of January 1, 2017 through June 30, 2017, and not to exceed \$80,000.00 for the period of July 1, 2017 through June 30, 2018**. In no event shall the overall budget amount be exceeded without a formal written amendment to this Agreement.

6. Section B of Exhibit B is amended to state in its entirety:

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 **Revised Exhibit B-1** for the period of January 1, 2017 through June 30, 2017, and Exhibit B-2 for the period of July 1, 2017 through June 30, 2018, as applicable. Invoices submitted for payment that are based upon **Revised Exhibit B-1 for the period of January 1, 2017 through June 30, 2017, or B-2 for the period of July 1, 2017 through June 30, 2018** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

CONTRACTOR shall submit invoices with sufficient documentation to demonstrate direct labor and non-labor costs for which CONTRACTOR is requesting reimbursement and that those costs are compliant with the Federal and State regulations applicable to the expenditure of funds for which CONTRACTOR claims reimbursement of incurred costs.

7. Section C of Exhibit B is amended to state in its entirety:

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 **Revised Exhibit B-1 or Exhibit B-2, as applicable**, 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. Replace **Exhibit B-1** with **Revised Exhibit B-1**, Schedule of Fees.

9. Add **Exhibit B-2**, Schedule of Fees.

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

REVISED EXHIBIT B-1

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET January 1, 2017 – June 30, 2017

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF	TOTAL PROJECTED AMOUNT
Permanency Assessments	\$2,000.00	28	\$56,000.00
MAXIMUM OBLIGATION			\$56,000.00
ESTIMATED PAYMENT			\$56,000.00

EXHIBIT B-2

SCHEDULE OF FEES

FEE FOR SERVICE BUDGET July 1, 2017 – June 30, 2018

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF	TOTAL PROJECTED AMOUNT
Permanency Assessments	\$2,000.00	40	\$80,000.00
MAXIMUM OBLIGATION			\$80,000.00
ESTIMATED PAYMENT			\$80,000.00

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First Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Pathway Family Services**.

IN WITNESS WHEREOF, the parties have executed this First Amendment 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: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Pathway Family Services

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:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management