

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
CHILD WELFARE SERVICES PERMANENCY ASSESSMENT 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 **Aspiranet** (CONTRACTOR).

WHEREAS, on December 13, 2016, COUNTY approved the Agreement for Services of Independent Contractor, number BC#17-225, (Agreement) with CONTRACTOR for the provision of Child Welfare Services Permanency Assessment Services;

WHEREAS, the initial term of the Agreement commenced on January 1, 2017 and expired on June 30, 2017;

WHEREAS, on June 20, 2017, 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, 2017 to June 30, 2018;

WHEREAS, on June 11, 2018, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR, number BC#19-039 to extend the initial term of the Agreement for one additional year from July 1, 2018 to June 30, 2019, unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to increase the contract amount for the term from July 1, 2018 through June 30, 2019, unless otherwise directed by COUNTY or unless earlier terminated.

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 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** for the period of January 1, 2017 through June 30, 2017, **EXHIBIT B-2** for the period of July 1, 2017 through June 30, 2018, **REVISED EXHIBIT B-3 for period July 1, 2018 through June 30, 2019**, 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.

2. 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 **\$24,000** for the period of January 1, 2017 through June 30, 2017, not to exceed **\$40,000** for the period of July 1, 2017 through June 30, 2018, **and not to exceed \$60,000 for the period of July 1, 2018 through June 30, 2019**. In no event shall the overall budget amount be exceeded without a formal written amendment to this Agreement.

3. 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 **EXHIBIT B-1** for the period of January 1, 2017 through June 30, 2017, **EXHIBIT B-2** for the period of July 1, 2017 through June 30, 2018, **REVISED EXHIBIT B-3** for the period of July 1, 2018 through June 30, 2019, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, or REVISED EXHIBIT B-3** 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.

4. 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 **EXHIBIT B-1, B-2, or REVISED EXHIBIT B-3, 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.

5. Replace **EXHIBIT B-3** with **REVISED EXHIBIT B-3**, Schedule of Fees for Fiscal Year 2018/2019.

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

REVISED EXHIBIT B-3**SCHEDULE OF FEES****FEE FOR SERVICE BUDGET PERIOD: July 1, 2018 – June 30, 2019**

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF	TOTAL PROJECTED AMOUNT
Permanency Assessments	\$2,000.00	30	\$60,000.00
MAXIMUM OBLIGATION			\$60,000.00
ESTIMATED PAYMENT			\$60,000.00

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Third Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Aspiranet**.

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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Das Williams
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

Aspiranet

By: _____
Authorized Representative

Name: Vernon Brown

Title: CEO

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