

**SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
CHILD WELFARE SERVICES COUNSELING 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, number by and between the **County of Santa Barbara** (COUNTY) and **Family Service Agency of Santa Barbara County** (CONTRACTOR).

WHEREAS, on September 10, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-345, (Agreement) with CONTRACTOR for the provision of Child Welfare Services Counseling Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2019, and expired on June 30, 2020;

WHEREAS, on June 9, 2020, 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, 2020 through June 30, 2021 (First Extension Period); and

WHEREAS, the parties now desire to amend Agreement to increase current Fiscal Year and extend the term for one additional year commencing on July 1, 2021, through June 30, 2022 (*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. Section 4, **TERM**, of the Agreement is amended in its entirety:

For the *Second Extension Period*, CONTRACTOR shall commence performance on **July 1, 2021** and end performance upon completion, but no later than **June 30, 2022** unless otherwise directed by COUNTY or unless earlier terminated.

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 **EXHIBIT B-1**, for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2 Revised** for the period of July 1, 2020 through June 30, 2021, and **EXHIBIT B-3 for the period of July 1, 2021 through June 30, 2022**, 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. 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 **\$40,000** for the period of July 1, 2019 through June 30, 2020, not-to-exceed **\$60,000** for the period of July 1, 2020 through June 30, 2021, *and not-to-exceed \$50,000 for the period of July 1, 2021 through June 30, 2022.*
4. 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 units of service, as defined in **EXHIBIT B-1** (Schedule of Fees) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2 Revised** (Schedule of Fees) for the period of July 1, 2020 through June 30, 2021, *and EXHIBIT B-3 (Schedule of Fees) for the period of July 1, 2021 through June 30, 2022,* as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2 Revised or B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
5. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
- C. Monthly, by the 10th of the month following the service month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. 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** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2 Revised** (Line Item Budget) for the period of July 1, 2020 through June 30, 2021, *and EXHIBIT B-3 (Line Item Budget) for the period of July 1, 2021 through June 30, 2022,* 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.
6. Replace **EXHIBIT B-2**, Line Item Budget with **EXHIBIT B-2 Revised** Line Item Budget for Fiscal Year 2020-2021.
7. Add **EXHIBIT B-3**, Line Item Budget, for Fiscal Year 2021-2022 as attached.

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

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Second Amendment to the Agreement between the **County of Santa Barbara** and **Family Service Agency of Santa Barbara County**.

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

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

By: _____
Department Head

CONTRACTOR:

Family Service Agency of Santa Barbara County

By: _____
Authorized Representative

Name: Lisa Brabo

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

EXHIBIT B-2 Revised

SCHEDULE OF FEES

FISCAL YEAR 2020/2021

BUDGET PERIOD: JULY 1, 2020 TO JUNE 30, 2021

FEE FOR SERVICE CALCULATION

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Individual/Family Therapy Session	\$100	600	\$60,000
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$60,000
MAXIMUM MONTHLY PAYMENT			\$

EXHIBIT B-3

SCHEDULE OF FEES

FISCAL YEAR 2021/2022

BUDGET PERIOD: JULY 1, 2021 TO JUNE 30, 2022

FEE FOR SERVICE CALCULATION

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Individual/Family Therapy Session	\$100	500	\$50,000
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$50,000
MAXIMUM MONTHLY PAYMENT			\$