

**FIRST AMENDMENT
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
CHANGING TIDES FAMILY SERVICES
FOR FISCAL YEARS 2018 THROUGH 2019**

This First Amendment to the Professional Services Agreement dated June 12, 2018 by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Changing Tides Family Services, a California not for profit corporation, hereinafter referred to as "CONTRACTOR," is entered into this ____ day of _____, 2019.

WHEREAS, COUNTY, by and through its through its Department of Health and Human Services – Children and Family Services ("DHHS – Child Welfare Services"), desires to retain the services of CONTRACTOR to provide supervised visitation services and transportation for supervised visitation services for families who have been referred by the court for supervised family visits; and

WHEREAS, on June 12, 2018 COUNTY and CONTRACTOR entered into a Professional Services Agreement for provision of supervised visitation services and transportation for supervised visitation; and

WHEREAS, the parties now desire to amend certain provisions of the Professional Services Agreement to provide supervised visitation services and transportation for supervised visitation;

NOW THEREFORE, the parties mutually agree as follows:

1. In Section 4 - COMPENSATION of the Professional Services Agreement the maximum amount payable of \$497,021.93 is replaced with Five Hundred Fifty Eight Thousand and Seven Hundred Dollars and Two Cents (\$558,700.02).
2. The Professional Services Agreement is hereby amended to delete Exhibit B – Schedule of Rates and replace in its entirety the modified Exhibit B – Schedule of Rates which is attached hereto and incorporated herein by reference. The modified Exhibit B – Schedule of Rates attached hereto shall supersede any prior versions thereof.
3. The Professional Services Agreement is hereby amended to add Section 41 regarding counterpart execution:

"41. COUNTERPART EXECUTION:

This Agreement, and any amendments hereto, may be executed in one (1) or more counterparts, each which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. A signed copy of this Agreement, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement, and any amendments hereto, for all purposes."

4. Except as modified herein, the Agreement executed on June 12, 2018, shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Agreement, the provisions of this First Amendment shall govern.

IN WITNESS WHEREOF, the parties have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

CHANGING TIDES FAMILY SERVICES

By: Connie Sundberg Date: 3/28/19
 Name: Connie Sundberg
 Title: Deputy Director, Behavioral and Family Empowerment

By: Jeanine Canedo - Moncrief Date: 3-28-19
 Name: [Signature]
 Title: Deputy Director, Early Learning + Care

COUNTY OF HUMBOLDT:

By: _____ Date: _____
 Rex Bohn
 Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: [Signature] Date: 04/03/2019
 Risk Management

LIST OF EXHIBITS:

Exhibit B – Schedule of Rates

EXHIBIT B
SCHEDULE OF RATES
 Changing Tides Family Services
 First Amendment FY 2018-2019

The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Five Hundred Fifty Eight Thousand and Seven Hundred Dollars and Two Cents (\$558,700.02).

CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount.

CONTRACTOR will submit an itemized invoice summary and itemized invoice worksheet to the COUNTY quarterly, (See invoice schedule below) commencing upon final execution of Agreement by COUNTY.

CONTRACTOR will submit an itemized invoice summary and an itemized invoice worksheet, in the form of the itemized invoice summary and an itemized invoice, attached hereto as Attachment 2 to Exhibit B and incorporated as part of this Agreement.

The itemized invoice summary and itemized invoice worksheets due to the COUNTY, shall itemize costs for activities that are consistent with the services provided by CONTRACTOR as of the invoice date, described in Exhibit A, attached hereto and incorporated by reference.

Payment for services performed will be made within thirty (30) days after receipt of the approved invoice.

All work completed and costs for activities in Exhibit A Scope of Work shall be entered and identified for the corresponding activities in Exhibit A that were performed by CONTRACTOR during the invoice period.

All identification and supporting documents shall be kept by the CONTRACTOR for a period of five (5) years and made available to Department of Health and Human Services (DHHS) staff for the purposes of audit upon request.

Invoice Schedule:

Itemized Invoices are due one month after completion of the contract term. Quarterly Invoices are due one month after the end of each quarter. This year, all quarterly invoices will be based on DHHS fiscal year quarters. Fiscal year is from July 1st through June 30th. The table below shows each fiscal year quarter and due dates. Contractors must submit quarterly invoices for each quarter in which the contract is active.

Quarter	Dates Included	Date Invoices Due to DHHS
1	July 1 through September 30	October 30
2	October 1 through December 31	January 31
3	January 1 through March 31	April 30
4	April 1 through June 30	July 31
Final invoice	Based on contract term	One month after term end

**EXHIBIT B
SCHEDULE OF RATES
CHANGING TIDES FAMILY SERVICES**

<u>Personnel</u>	<u>Subtotal</u>	<u>Total</u>
Program Supervisor Step 6B on Wage Scale		
Wages \$24.97/hr X 12 months	48,691.50	
Payroll Taxes and Employer Sponsored Benefits	19,450.39	FTE
	<u>68,141.89</u>	1.00 68,141.89
Division Director		
Wages \$34.14/hr X 12 months	66,573.00	
Payroll Taxes and Employer Sponsored Benefits	17,151.35	FTE
	<u>83,724.35</u>	0.33 27,629.04
Visitation Specialist at Step 1B on Wage Scale		
Wages \$14.46/hr X 12 months	28,197.00	
Payroll Taxes and Employer Sponsored Benefits	15,218.28	FTE
	<u>43,415.28</u>	3.00 130,245.84
Visitation Specialist at Step 1A on Wage Scale		
Wages \$14.11/hr X 12 months	27,514.50	
Payroll Taxes and Employer Sponsored Benefits	15,077.34	FTE
	<u>42,591.84</u>	3.00 127,775.53
Visitation Specialist at Step 1A on Wage Scale		
Wages \$14.11/hr X 6 months	13,757.25	
Payroll Taxes and Employer Sponsored Benefits	7,538.67	FTE
	<u>21,295.92</u>	2.00 42,591.84
Total Personnel Costs	Total 12 Month FTE	8.33 <u>396,384.14</u>
<u>Operating Expenses</u>		
Office Supplies	5,685.23	
Postage	728.88	
Audit Expense	1,457.75	
In County Travel *		
Client Transportation	* See Note	
Staff Mileage	2,727.42	
Insurance	4,820.99	
Staff Development	5,682.13	
Advertising	4,581.50	
Information Technology Services	19,992.00	
Dues and Subscriptions	624.75	
Equipment Lease Expense	2,165.80	
Maintenance and Repairs	3,102.93	
Program Supplies	2,499.00	
Printing and Duplicating	937.13	
Rent	42,297.76	
Telephone and Internet	17,796.43	
Utilities	5,831.00	
Total Operating Expenses		<u>120,930.70</u>
<u>Administrative Indirect Expense</u>	8% of 517,314.84	<u>41,385.19</u>
Total Program Budget		<u><u>558,700.02</u></u>

* Client Transportation will be billed separately as incurred