

**MODIFICATION NUMBER TWO OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
RDA CONSULTING, SPC DBA RESOURCE DEVELOPMENT ASSOCIATES**

On August 11, 2023, the County of Sonoma, a political subdivision of the State of California, (hereinafter “County”) and RDA Consulting, SPC dba Resource Development Associates (hereinafter “Contractor”) entered into a services agreement, modified by the parties effective November 14, 2024 as Modification No. 1 (hereinafter “Agreement”).

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Section 2.2 (Maximum Payment Obligation) is hereby revised to read as follows:

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$59,964, including \$9,458 for FY 23-24, \$14,170 for FY 24-25, \$21,077 for FY 25-26, and \$15,259 for FY 26-27 under the terms and conditions of this Agreement.

2. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from July 1, 2023 to December 1, 2026, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

3. Section 2.7.2 (Title 2 Code of Federal Regulations Part 200) is hereby revised to read as follows:

2.7.2 Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter “2 CFR Part 200”). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor’s fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County’s Auditor-Controller-Treasurer-Tax Collector’s Office – General Accounting Division.

4. Exhibit B (Payment Terms and Conditions) is hereby deleted and replaced in its entirety with the attached Exhibit B (Payment Terms and Conditions).

5. If there are any terms and conditions in conflict between the original agreement and this amendment, the language in this amendment shall apply.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2026.

CONTRACTOR:

Amalia Freedman, Chief Executive Officer
RDA Consulting, SPC dba Resource Development Associates

Dated

COUNTY OF SONOMA:

Approved; Certificate of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit B. Payment Terms and Conditions

1. Monthly Invoicing and Payment

- a) The rate and terms of payment for all services provided under this Agreement shall be as set forth below. Any modification of the rate increase shall not be binding on County unless a written amendment to the Agreement is executed by the parties.
- b) Contractor shall submit monthly invoices in County invoice template no later than thirty (30) days after the last day of the month in which those services were provided or 30 days from the date of the contract execution, whichever is sooner. Contractor may submit an invoice for services immediately following the end of the period for which services are provided, but not before. Any invoice submitted prior to the end of the billing period will be returned to Contractor for resubmission. County shall not be obligated to pay Contractor for services which are the subject of any bill submitted more than thirty (30) days after the last day of the month in which those services were provided or more than thirty (30) days after the Agreement terminates, whichever is earlier.
- c) Notwithstanding the above, Contractor will make best efforts to submit invoices within ten (10) days of the end of the County fiscal year.
- d) Monthly invoice shall only include billing for the contract services actually performed in the manner described herein. Invoice shall include a description of the services provided.
- e) Total contract payments for the term shall not exceed the contract maximum.
- f) Contractor must include contract number on the invoice.
- g) All billing and payment invoices shall be submitted via email or to the following address:

Sonoma County Department of Health Services
Fiscal Department
Attention: Accounts Payable
1450 Neotomas Ave, Suite 200
Santa Rosa, CA 95405

DHS.Fiscal@sonoma-county.org

2. Provider Problem Resolution

- a) Contractor concerns or complaints may be submitted to Provider Relations by phone (707) 565-4850, in person, or in writing by using the Provider Problem Resolution & Payment Appeal form. The completed form may be mailed to 2227 Capricorn Way, Suite 207, Santa Rosa, CA 95407-5419 or emailed to SCBHProviderRelation@sonoma-county.org.
- b) The Provider Problem Resolution & Payment Appeal form is available on the County Website at: <http://sonomacounty.ca.gov/Health/Behavioral-Health/Forms-and-Materials>

3. Budget

FY 23-24 Budget			
Personnel	Rate per Hour (\$)	Hours/Units	Totals (\$)
Associate Director	235.00	11	2,585
Sr Consultant	190.00	36.1737	6,873
Consultant	165.00	--	--
Total FY 23-24		47.1737	9,458

FY 24-25 Budget			
Personnel	Rate per Hour (\$)	Hours/Units	Totals (\$)
Associate Director	235.00	11	2,585
Sr Consultant	190.00	32.3158	6,140
Consultant	165.00	33	5,445
Total FY 24-25		76.3158	14,170

FY 25-26 Budget			
Personnel	Rate per Hour (\$)	Hours/Units	Totals (\$)
Associate Director	235.00	40	9,400
Sr Consultant	190.00	--	--
Consultant	165.00	68.49696	11,302
Survey Incentives Expense	\$25/each gift card	15	375
Total FY 25-26		123.49696	21,077

FY 26-27 Budget			
Personnel	Rate per Hour (\$)	Hours/Units	Totals (\$)
Associate Director	235	25.2468	5,933
Sr Consultant	190	--	--
Consultant	165	54.2485	8,951
Survey Incentives Expense	\$25/each gift card	15	375
Total FY 26-27		94.4953	15,259

Combined Budget			
Personnel	Rate per Hour (\$)	Hours/Units	Totals (\$)
Associate Director	235.00	87.2468	20,503
Sr Consultant	190.00	68.4895	13,013
Consultant	165.00	155.74545	25,698
Survey Incentives Expenses	\$25/each gift card	30	750
Total Combined		341.4817	59,964

Year	FY23-24	FY24-25	FY25-26	FY26-27	Total
Cost	\$9,458	\$14,170	\$21,077	\$15,259	\$59,964