

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
EMERGENCY CHILD CARE BRIDGE PROGRAM FOR FOSTER CHILDREN**

Santa Barbara County
Department of Social Services

Third Amendment

This is the *Third* (*Third Amendment* to the Agreement) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara (COUNTY)** and **Santa Barbara Family Care Center dba Children's Resource and Referral of Santa Barbara County (CONTRACTOR)**.

WHEREAS, on August 28, 2018, COUNTY approved the Agreement for Services of Independent Contractor, number BC#19-086 (Agreement) with CONTRACTOR for the continued provision of Emergency Child Care Bridge Program for Foster Children;

WHEREAS, the initial term of the Agreement commenced on September 1, 2018, and expired on June 30, 2019;

WHEREAS, on June 11, 2019, COUNTY approved the First Amendment to the Agreement with CONTRACTOR to amend the terms of the Agreement for one additional year from July 1, 2019 through June 30, 2020; and

WHEREAS, on November 19, 2019, COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to increase the amount of the Agreement from July 1, 2019 through June 30, 2020; and

WHEREAS, the parties now desire to amend the Agreement to increase the contract amount for the term from July 1, 2019 through June 30, 2020 and to extend the term for one additional year commencing on July 1, 2020 through June 30, 2021 (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 by adding the following language:

For the Second Extension Period, CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2021 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 September 1, 2018 through June 30, 2019, and **EXHIBIT B-2 Revised 4/2020** for the period of July 1, 2019 through June 30, 2020, and **B-3** for the period of July 1, 2020 through June 30, 2021, which are attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assisted by COUNTY and which is delivered to the address in Section 2 **NOTICES** above following completion of the increments identified in EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Section II.B.2 is amended to state in its entirety:

Distribute Emergency Child Care Bridge Voucher directly to the child care provider. Emergency Child Care Bridge Voucher payments shall not exceed the amount determined by COUNTY. CONTRACTOR shall ensure that Emergency Child Care Bridge Voucher payments will not exceed the designated voucher amount set forth in EXHIBIT B-1, *B-2 Revised 4/2020*, or B-3, as applicable.

4. 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 reimbursements, not to exceed \$199,263 for the period of September 1, 2018 through June 30, 2019, *not to exceed \$410,625 for the period of July 1, 2019 through June 30, 2020, and not to exceed \$329,311 for the period of July 1, 2020 through June 30, 2021.* CONTRACTOR shall not exceed the line item amounts identified within each program as set forth in EXHIBIT B-1, *B-2 Revised 4/2020*, or B-3, as applicable.

In order to meet the limits of reappropriation funds issued via County Fiscal Letter 19/20-52, CONTRACTOR shall spend at least the following amount on following services in each Fiscal Year without exceeding the total annual budget:

<i>Fiscal Year</i>	<i>Administration Navigator</i>	<i>Administration Trauma</i>	<i>Vouchers</i>	<i>Total</i>
<i>July 1, 2019- June 30, 2020</i>	<i>\$63,031</i>	<i>\$68,283</i>	<i>\$279,311</i>	<i>\$410,625</i>
<i>July 1, 2020-June 30, 2021</i>	<i>\$70,323</i>	<i>\$54,677</i>	<i>\$204,311</i>	<i>\$329,311</i>

These amounts are based on the current allocation and are subject to change based on yearly fund allocation.

5. 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 September 1, 2018 through June 30, 2019 and EXHIBIT B-2 Revised 4/2020 for the period of July 1, 2019 through June 30, 2020, and B-3 for the period of July 1, 2020 through June 30, 2021, as applicable (Line Item Budget). Invoices submitted for payment that are based upon EXHIBIT B-1, *B-2 Revised 4/2020 or B-3* must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in EXHIBIT A.

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

On the 15th of the month following the provision of services, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for 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 EXHIBIT B-1, *B-2 Revised 4/2020, or 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.

7. Replace **EXHIBIT B-2** with **EXHIBIT B-2 Revised 4/2020** Line Item Budget for Fiscal Year 2019/2020, **and add EXHIBIT B-3** Line Item Budget for Fiscal Year 2020/2021.

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


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Third Amendment to the Agreement between the County of Santa Barbara and Santa Barbara Family Care Center dba Children's Resource and Referral of Santa Barbara County.

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: 
Gregg Hart
Chair, Board of Supervisors

Date: 6-16-20

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: 
Department Head
Daniel Nielson

CONTRACTOR:

Santa Barbara Family Care Center dba
Children's Resource and Referral of Santa
Barbara County

By: _____
Authorized Representative

Name: Michelle Graham

Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Paul Lee (May 21, 2020 11:52 PDT)
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

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County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Gregg Hart
Chair, Board of Supervisors
Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Santa Barbara Family Care Center dba
Children’s Resource and Referral of Santa
Barbara County

By: _____
Department Head
Daniel Nielson

By: 
Authorized Representative

Name: Michelle Graham
Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT B-2 Revised 4/2020
Line Item Budget

Term beginning: July 1, 2019

Term ending: June 30, 2020

<u>PROGRAM LINE ITEM</u>		<u>Voucher</u>	<u>Navigator</u>	<u>Trauma</u>	<u>TOTAL</u>
PERSONNEL COSTS					
Child Care Services Specilaist	(.83 FTE)		40,296		40,296
Trauma informed Coaching	(.72 FTE)			37,398	37,398
Children Services Manager	(.20 FTE)		3,640	4,940	8,580
Contract Manager	(.10 FTE)		2,210	4,790	7,000
	Total FTE				-
					-
Taxes and Fringe Benefits	(18%)		8,306	8,278	16,584
TOTAL PERSONNEL COSTS			54,452	55,406	109,858
					109,858
NON-PERSONNEL OPERATION COSTS					
Mileage			450	100	550
Out of County Travel				400	400
Participant Payments		279,311			279,311
Rent			4,000	3,300	7,300
Utilities			515	470	985
Program Office/ IT Supplies			1,450	1,050	2,500
Staff Training				1,400	1,400
TOTAL NON-PERSONNEL OPERATIONS COSTS		279,311	6,415	6,720	292,446
TOTAL DIRECT COSTS		279,311	60,867	62,126	402,304
OTHER					
Indirect @ 15% max		-	3,909	4,412	8,321
TOTAL OTHER COSTS		-	3,909	4,412	8,321
TOTAL PROGRAM COSTS		279,311	64,776	66,538	410,625

EXHIBIT B-3
Line Item Budget

Term beginning: July 1, 2020

Term ending: June 30, 2021

<u>PROGRAM LINE ITEM</u>		<u>Voucher</u>	<u>Navigator</u>	<u>Trauma</u>	<u>TOTAL</u>
PERSONNEL COSTS					
Child Care Services Specilaist	(1.00 FTE)		37,440		37,440
Trauma informed Coaching	(.80 FTE)			21,240	21,240
Children Services Manager	(.03 FTE)		3,640	4,940	8,580
Contract Manager	(.10 FTE)		2,210	4,790	7,000
	Total FTE				1.93
	Taxes and Fringe Benefits				18%
			7,792	5,575	13,367
TOTAL PERSONNEL COSTS			51,082	36,545	87,627
NON-PERSONNEL OPERATION COSTS					
Mileage			2,639	1,911	4,550
Out of County Travel				1,800	1,800
Participant Payments		204,311			204,311
Rent			4,408	3,192	7,600
Utilities			870	630	1,500
Program Office/ IT Supplies			2,610	1,890	4,500
Staff Training				2,400	2,400
TOTAL NON-PERSONNEL OPERATIONS COSTS		204,311	10,527	11,823	226,661
TOTAL DIRECT COSTS		204,311	61,609	48,368	314,288
OTHER					
Indirect @ 15% max		-	8,713	6,310	15,023
TOTAL OTHER COSTS		-	8,713	6,310	15,023
TOTAL PROGRAM COSTS		204,311	70,323	54,677	329,311