

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

**Santa Barbara County**  
Department of Social Services

***Fourth Amendment***

This is the *Fourth* (*Fourth 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;

**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;

**WHEREAS**, on June 16, 2020, COUNTY approved the Third Amendment to the Agreement with CONTRACTOR to amend the terms of the Agreement for one additional year from July 1, 2020 through June 30, 2021; and

**WHEREAS**, the parties now desire to amend the Agreement to increase current Fiscal Year contract amount and extend the term for one additional year commencing on July 1, 2021 through June 30, 2022 (*Fourth 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 Fourth 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 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, **EXHIBIT B-3 Revised 04/2021** for the period of July 1, 2020 through June 30, 2021, and **EXHIBIT B-4** 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 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 **EXHIBITS B-1, B-2 Revised 4/2020, B-3 Revised 04/2021, or B-4**, as applicable.

4. Section A of EXHIBIT B, Payment Arrangements, 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 \$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, not to exceed \$516,331 for the period of July 1, 2020 through June 30, 2021, and not to exceed \$453,842 for the period of July 1, 2021 through June 30, 2022. CONTRACTOR shall not exceed the line item amounts identified within each program as set forth in **EXHIBITS B-1, B-2 Revised 4/2020, B-3 Revised 04/2021, or B-4** 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 (FY) without exceeding the total annual budget:

Fiscal Year	Administration Navigator	Administration Trauma	Vouchers	Total
July 1, 2019- June 30, 2020	\$63,031	\$68,283	\$279,311	\$410,625
July 1, 2020-June 30, 2021	\$81,155	\$71,687	\$363,488	\$516,331
July 1, 2021-June 30, 2022	\$64,270	\$45,334	\$344,238	\$453,842

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

5. Section B of EXHIBIT B, Payment Arrangements, 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** (Line Item Budget) for the period of September 1, 2018 through June 30, 2019, **EXHIBIT B-2 Revised 4/2020** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-3 Revised 04/2021** (Line Item Budget) for the period of July 1, 2020 through June 30, 2021, and **EXHIBIT B-4** (Line Item Budget) 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 4/2020, B-3 Revised 04/2021, or B-4** 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, Payment Arrangements, is amended to state in its entirety:

On the 15<sup>th</sup> 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 of **EXHIBIT B-1, B-2 Revised 4/2020, B-3 Revised 04/2021, or B-4** as applicable, and 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-3**, Line Item Budget, with **EXHIBIT B-3 Revised 4/2021**, Line Item Budget for FY 2020/2021.
8. Add **EXHIBIT B-4**, Line Item Budget, for FY 2021/2022 as attached.

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

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**Fourth 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 Fourth 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:**

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: \_\_\_\_\_  
Chief Executive Officer

**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-3 Revised 04/2021**  
**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>
<b>PERSONNEL COSTS</b>					
Child Care Services Specialist	(1.00 FTE)		43,056		43,056
Trauma informed Coaching	(.80FTE)			35,294	35,294
Children Services Manager	(.03 FTE)		3,822	5,187	9,009
Contract Manager	(.10 FTE)		2,321	5,030	7,350
	<u>Total FTE</u>		<u>1.93</u>		-
Taxes and Fringe Benefits	(18%)		8,856	8,192	17,048
<b>TOTAL PERSONNEL COSTS</b>		-	58,054	53,702	111,756
<b>NON-PERSONNEL OPERATION COSTS</b>					
Mileage			660	478	1,138
Out of County Travel					-
Participant Payments		363,488			363,488
Rent			3,766	2,728	6,494
Utilities			1,554	1,125	2,679
Program Office/ IT Supplies			3,936	2,607	6,543
Staff Training				1,500	1,500
<b>TOTAL NON-PERSONNEL OPERATIONS COSTS</b>		363,488	9,916	8,438	381,842
<b>TOTAL DIRECT COSTS</b>		363,488	67,970	62,139	493,598
<b>OTHER</b>					
Indirect @ 15% max		-	13,185	9,548	22,733
<b>TOTAL OTHER COSTS</b>		-	13,185	9,548	22,733
<b>TOTAL PROGRAM COSTS</b>		<u>363,488</u>	<u>81,155</u>	<u>71,687</u>	<u>\$ 516,331</u>

**EXHIBIT B-4  
Line Item Budget**

Term beginning: July 1, 2021

Term ending: June 30, 2022

<b>BUDGET</b>					
<u>PROGRAM LINE ITEM</u>		<u>Voucher</u>	<u>Navigator</u>	<u>Trauma</u>	<u>TOTAL</u>
<b>PERSONNEL COSTS</b>					
Child Care Services Specialist	(.75 FTE)		33,488		33,488
Trauma informed Coaching	(.75 FTE)			21,882	21,882
Children Services Manager	(.25 FTE)		3,370	3,216	6,586
Contract Manager	(.05 FTE)		2,439	3,119	5,558
	Total FTE				-
			1.80		
Taxes and Fringe Benefits	(18%)		7,073	5,079	12,152
<b>TOTAL PERSONNEL COSTS</b>			<b>46,370</b>	<b>33,296</b>	<b>79,666</b>
<b>NON-PERSONNEL OPERATION COSTS</b>					
Mileage			926	670	1,596
Out of County Travel					-
Participant Payments		344,238			344,238
Rent			4,099	2,969	7,068
Utilities			809	586	1,395
Program Office/ IT Supplies			2,440	1,616	4,057
Staff Training				800	800
<b>TOTAL NON-PERSONNEL OPERATIONS COSTS</b>		<b>344,238</b>	<b>8,275</b>	<b>6,641</b>	<b>359,154</b>
<b>TOTAL DIRECT COSTS</b>		<b>344,238</b>	<b>54,644</b>	<b>39,937</b>	<b>438,819</b>
<b>OTHER</b>					
Indirect @ 15% max		-	9,626	5,397	15,023
<b>TOTAL OTHER COSTS</b>		<b>-</b>	<b>9,626</b>	<b>5,397</b>	<b>15,023</b>
<b>TOTAL PROGRAM COSTS</b>		<b>344,238</b>	<b>64,270</b>	<b>45,334</b>	<b>453,842</b>