

**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

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 | | | | - |
| | | | 1.85 | | |
| 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 | | | | - |
| | | | | | |
| 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 |