

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
EMERGENCY CHILD CARE BRIDGE PROGRAM**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First Amendment* (First 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 June 16, 2023, the COUNTY approved the Agreement for Services with Independent Contractor, BC#23-101, (Agreement) with CONTRACTOR for the provision of Emergency Child Care Bridge Program for Foster Children;

WHEREAS, the initial term of the Agreement commenced on July 1, 2023 and is set to expire on June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (First 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 First Extension Period, CONTRACTOR shall commence performance on **July 1, 2024** and end performance upon completion, but no later than **June 30, 2025**, 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 July 1, 2023 through June 30, 2024 and **EXHIBIT B-2** the period of July 1, 2024 through June 30, 2025, 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 36, **MANDATORY DISCLOSURE**, of the Agreement is amended to state in its entirety:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY whenever it has credible evidence of the commission of all violations of Federal criminal law involving fraud, bribery, or gratuity violations found in violation of Title 18 of the United States Code of a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure shall be in writing to the Federal agency, the agency's Office of Inspector General, and the

COUNTY. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

4. Section II.B.1.b of **EXHIBIT A** is amended to state in its entirety:

b. 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 or B-2, as applicable**.

5. Section A of **EXHIBIT B** of the Agreement is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not-to-exceed \$803,000 for the period of July 1, 2023 through June 30, 2024, and not-to-exceed \$803,000 for the period of July 1, 2024 through June 30, 2025. CONTRACTOR shall not exceed the line item amounts identified within each program as set forth in **EXHIBIT B-1 or B-2, as applicable**.

In order to meet the limits of reappropriation of 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:

Fiscal Year	Administration Navigator	Administration Trauma	Vouchers	Total
July 1, 2023-June 30, 2024	\$93,106	\$105,824	\$542,580	\$803,000
July 1, 2024-June 30, 2025	\$93,106	\$105,824	\$542,580	\$803,000

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

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

B. 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 July 1, 2023 through June 30, 2024, and EXHIBIT B-2 (Line Item Budget) for the period of July 1, 2024 through June 30, 2025**. Invoices submitted for payment that are based upon **EXHIBIT B-1 or B-2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

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

C. 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 the 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 or B-2** 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.

8. Add **EXHIBIT B-2**, Line Item Budget for Fiscal Year 2024/2025 as attached.

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

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First 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 First 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: _____
Steve Lavagnino, Chair
Board of Supervisors

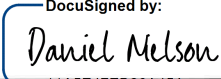
Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

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

By:  _____
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Department Head

By:  _____
Authorized Representative

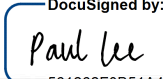
Name: Michelle Graham
Title: Chief Executive Officer

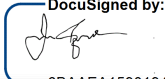
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
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Deputy County Counsel

By:  _____
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By:  _____
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Risk Management

**EXHIBIT B-2
LINE ITEM BUDGET**

Term beginning: July 1, 2024

Term ending: June 30, 2025

<u>PROGRAM LINE ITEM</u>		<u>Voucher</u>	<u>Navigator</u>	<u>Trauma</u>	<u>TOTAL</u>	
PERSONNEL COSTS						
Child Care Services Specilaist	(1.3 FTE)		54,258		54,258	
Trauma Informed Coaching	(1.5 FTE)			61,492	61,492	
Children Services Manager	(.10 FTE)		5,643	5,643	11,286	
Contract Manager	(.05 FTE)		7,278	7,278	14,556	
Total FTE	2.95					
Taxes and Fringe Benefits	(18%)		12,124	13,428	25,552	
TOTAL PERSONNEL COSTS			79,303	87,841	167,144	
NON-PERSONNEL OPERATION COSTS						
Mileage			452	452	904	
Out of County Travel				768	768	
Participant Payments		542,580			542,580	
Rent			1,085	1,085	2,170	
Utilities			675	675	1,350	
Program Materials Office/ IT Supplies			675	675	1,350	
Staff Training				2,170	2,170	
TOTAL NON-PERSONNEL OPERATIONS COSTS		542,580	2,887	5,825	551,292	
TOTAL DIRECT COSTS		542,580	82,190	93,666	718,436	
OTHER						
Indirect @ 15% max		-	10,916	12,158	23,074	13.00%
Administration		-			61,490	
TOTAL PROGRAM COSTS		542,580	93,106	105,824	803,000	