

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

Santa Barbara County
Department of Social Services

Sixth Amendment

This is the *Sixth* (*Sixth 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, on June 15, 2021, COUNTY approved the Fourth Amendment to the Agreement with CONTRACTOR to increase the amount of the Agreement from July 1, 2020 through June 30, 2021, and amend the terms of the Agreement for one additional year from July 1, 2021 through June 30, 2022;

WHEREAS, on June 11, 2022, the COUNTY approved the Fifth Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2022 through June 30, 2023 (First Extension Period); and

WHEREAS, the parties now desire to amend the Agreement to increase the contract amount for the term from July 1, 2022 through June 30, 2023.

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 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, **EXHIBIT B-4** for the period of July 1, 2021 through June 30, 2022, and **EXHIBIT B-5 Revised 2/2023** for the period of July 1, 2022 through June 30, 2023, 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.

- Section 42, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**, of the Agreement is added to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- 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, B-4, or B-5 Revised 2/2023**, as applicable.

- 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, not to exceed \$453,842 for the period of July 1, 2021 through June 30, 2022, and not to exceed \$888,000 for the period of July 1, 2022 through June 30, 2023. 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, B-4, or B-5 Revised 2/2023**, 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
July 1, 2022-June 30, 2023	\$102,969	\$117,031	\$600,000	\$888,000

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, and **EXHIBIT B-5 Revised 2/2023** (Line Item Budget) for the period of July 1, 2022 through June 30, 2023, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2 Revised 4/2020, B-3 Revised 04/2021, B-4, or B-5 Revised 2/2023** 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 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 of **EXHIBIT B-1, B-2 Revised 4/2020, B-3 Revised 04/2021, B-4, or B-5 Revised 2/2023** 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-5 with **EXHIBIT B-5 Revised 2/2023**, Line Item Budget, for FY 2022/2023 as attached.

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

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Sixth 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 Sixth 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: _____
Das Williams, 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:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: _____
Risk Management

**EXHIBIT B-5 Revised 2/2023
Line Item Budget**

Term beginning: July 1, 2022

Term ending: June 30, 2023

<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)		60,000		60,000
Trauma Informed Coaching	(1.5 FTE)			68,000	68,000
Children Services Manager	(.10 FTE)		6,240	6,240	12,480
Contract Manager	(.05 FTE)		8,049	8,049	16,098
	Total FTE				
	2.95				
Taxes and Fringe Benefits	(18%)		13,408	14,848	28,256
TOTAL PERSONNEL COSTS			87,697	97,137	184,834
NON-PERSONNEL OPERATION COSTS					
Mileage			500	500	1,000
Out of County Travel				850	850
Participant Payments		600,000			600,000
Rent			1,200	1,200	2,400
Utilities			750	750	1,500
Program Materials Office/ IT Supplies			750	750	1,500
Staff Training				2,400	2,400
TOTAL NON-PERSONNEL OPERATIONS COSTS		600,000	3,200	6,450	609,650
TOTAL DIRECT COSTS		600,000	90,897	103,587	794,484
OTHER					
Indirect @ 15% max		-	12,072	13,444	25,516
Administration		-			68,000
TOTAL PROGRAM COSTS		600,000	102,969	117,031	888,000