

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
CHILD WELFARE SERVICES COUNSELING SERVICES**

**Santa Barbara County
Department of Social Services**

Fourth Amendment

This is a *Fourth Amendment* (*Fourth Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, number by and between the **County of Santa Barbara (COUNTY)** and **Family Service Agency of Santa Barbara County (CONTRACTOR)**.

WHEREAS, on September 10, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-345, (Agreement) with CONTRACTOR for the provision of Child Welfare Services Counseling Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2019, and expired on June 30, 2020;

WHEREAS, on June 9, 2020, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2020 through June 30, 2021 (First Extension Period);

WHEREAS, on June 8, 2021, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2021 through June 30, 2022 (Second Extension Period);

WHEREAS, on June 11, 2022, the COUNTY approved the Third 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 (Third Extension Period); 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, 2023, through June 30, 2024 (*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 in its entirety:

CONTRACTOR shall commence performance on July 1, 2019 and end performance upon completion, but no later than June 30, 2020, for the First Extension Period, CONTRACTOR shall commence performance on July 1, 2020 and end performance upon completion, but no later than June 30, 2021, for the Second Extension Period, CONTRACTOR shall commence performance on July 1, 2021 and end performance upon completion, but no later than June 30, 2022, for the Third Extension Period, CONTRACTOR shall commence performance on July 1, 2022 and end performance upon completion, but no later than June 30, 2023, for the Fourth Extension Period, CONTRACTOR shall commence performance on July 1, 2023 and end performance upon completion, but no later than June 30, 2024 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 July 1, 2019 through June 30, 2020, **EXHIBIT B-2 Revised** for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-3** for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-4 Revised** for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-5** for the period of July 1, 2023 through June 30, 2024, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2, **NOTICES**, above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Section 37, **MANDATORY DISCLOSURE**, is added to the Agreement:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. 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 376 and 31 U.S.C. 3321.)

4. Section 38, **PROCUREMENT OF RECOVERED MATERIALS**, is added to the Agreement:

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

5. Section 39, **DRUG FREE WORKPLACE**, is added to the Agreement:

CONTRACTOR must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 CFR part 382, which adopts the Governmentwide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

6. Section 40, **DOMESTIC PREFERENCES FOR PROCUREMENTS**, is added to the Agreement:

Domestic Preferences for Procurements. CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7. Section A of EXHIBIT B, Payment Arrangements, 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 **\$40,000** for the period of July 1, 2019 through June 30, 2020, not-to-exceed **\$60,000** for the period of July 1, 2020 through June 30, 2021, not-to-exceed **\$50,000** for the period of July 1, 2021 through June 30, 2022, not-to-exceed **\$65,000** for the period of July 1, 2022 through June 30, 2023, and *not-to-exceed **\$72,000** for the period of July 1, 2023 through June 30, 2024.*
8. Section B of EXHIBIT B, Payment Arrangements, 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 units of service, as defined in **EXHIBIT B-1** (Schedule of Fees) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2 Revised** (Schedule of Fees) for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-3** (Schedule of Fees) for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-4 Revised** (Schedule of Fees) for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-5** (Schedule of Fees) for the period of July 1, 2023 through June 30, 2024, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2 Revised, B-3, B-4 Revised, or B-5** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
9. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:
 - C. Monthly, by the 10th of the month following the service month, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. 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** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2 Revised** (Line Item Budget) for the period of July 1, 2020 through June 30, 2021, **EXHIBIT B-3** (Line Item Budget) for the period of July 1, 2021 through June 30, 2022, **EXHIBIT B-4 Revised** (Line Item Budget) for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-5** (Line Item Budget) for the period of July 1, 2023 through June 30, 2024, 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.
10. Replace EXHIBIT B-4, Line Item Budget with EXHIBIT B-4 *Revised* Line Item Budget for Fiscal Year 2022-2023.
11. Add **EXHIBIT B-5**, Line Item Budget, for Fiscal Year 2023-2024 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 **Family Service Agency 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: *Shirley Chabonera*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Das Williams*
Das Williams, Chair
Board of Supervisors

Date: 4-4-23

RECOMMENDED FOR APPROVAL:

Social Services

By: *Daniel Nelson*
Department Head

CONTRACTOR:

Family Service Agency of Santa Barbara County

By: *Lisa Brabo*
Authorized Representative

Name: Lisa Brabo

Title: Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: *Paul Lee*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *Robert W Geis IV*
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

By: *Gregory Milligan*
Risk Management

EXHIBIT B-4 Revised

SCHEDULE OF FEES

FISCAL YEAR 2022/2023

BUDGET PERIOD: JULY 1, 2022 TO JUNE 30, 2023

FEE FOR SERVICE CALCULATION

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Individual/Family Therapy Session	\$150	433	\$65,000
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$65,000

EXHIBIT B-5

SCHEDULE OF FEES

FISCAL YEAR 2023/2024

BUDGET PERIOD: JULY 1, 2023 TO JUNE 30, 2024

FEE FOR SERVICE CALCULATION

SERVICE TO BE PROVIDED	RATE PER UNIT OF SERVICE	PROJECTED NUMBER OF UNITS OF SERVICE	TOTAL PROJECTED AMOUNT
Individual/Family Therapy Session	\$165	436	\$72,000
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
	\$		\$
MAXIMUM OBLIGATION			\$72,000