

SECOND AMENDMENT
to
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
between
COUNTY OF SANTA BARBARA
and
FAMILY SERVICE AGENCY

Effective: March 14, 2021

THE AGREEMENT (hereafter Agreement) made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Family Service Agency with an address at 123 W. Gutierrez Street, Santa Barbara, CA 93101 (hereafter Contractor), collectively referred to as the “Parties” or individually as “Party”, effective August 24, 2020 is hereby amended (“Second Amendment”).

WHEREAS, the Parties desire to amend the Agreement in accordance with Section 25 of the Agreement; and

WHEREAS, the Parties desire to update the Scope of Services in the Agreement and increase funding.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Second Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement and the First Amendment.
2. **Agreement Exhibit A HOUSING FOR THE HARVEST SCOPE OF WORK** is deleted and replaced in its entirety as attached hereto and incorporated by this reference. No change is made to the Exhibit A Scope of Work for the Latinx & Indigenous Migrant COVID 19 Response Taskforce (TF) & Language Justice”.
3. **Agreement Exhibit B, Section A** is deleted and replaced in its entirety with:
 - A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a total contract amount, including cost reimbursements, up to but not to exceed **\$1,293,376** (\$335,376 for the Housing for the Harvest base program; \$845,576 for Housing for the Harvest expansion program; and \$112,800 for Latinx and Migrant COVID-19 Task Force and Language Justice Project).


4. **Effectiveness.** The terms and provisions set forth in this Second Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement and the First Amendment. The terms and provisions of the Agreement and First Amendment, except as expressly modified and superseded by this Second Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.
5. **Counterparts.** This Second Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

Second Amendment for Services of Independent Contractor between the **County of Santa Barbara and Family Services Agency.**

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on March 14, 2021.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:


Bob Nelson

By: 
Chair, Board of Supervisors

Date: 5/4/2021

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: 
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Auditor-Controller

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

Second Amendment for Services of Independent Contractor between the County of Santa Barbara and Family Services Agency.

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County Executive Officer
Clerk of the Board

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Deputy Clerk

By: _____
Chair, Board of Supervisors

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Auditor-Controller

By: _____
Department Head

By: DocuSigned by:
Robert Geis

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Auditor-Controller

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:

Risk Management

By: DocuSigned by:
[Signature]

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Deputy County Counsel

By: DocuSigned by:
Ray Aramataria

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Risk Management

Second Amendment for Services of Independent Contractor between the **County of Santa Barbara** and **Family Services Agency**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective on March 14, 2021.

FAMILY SERVICE AGENCY:

By:  _____
Authorized Representative

Name: Lisa Brabo

Title: Executive Director

EXHIBIT A

HOUSING FOR THE HARVEST SCOPE OF WORK (EFFECTIVE 8/24/2020 THROUGH 6/30/2021)

I. Housing for the Harvest Background.

The Public Health Department is participating in the Housing for the Harvest Program (H4H), a State program that is available for farm and food processing workers and their families who need to isolate, quarantine, or practice safe social distancing due to testing positive or being exposed to a person who has tested positive for COVID-19. Some individuals may be unable to self-isolate or quarantine at home and will choose to make use of the temporary hotel rooms secured by the State and available through H4H, while others may prefer to remain in their homes while self-isolating or quarantining, but are unable to do so without support services and financial assistance to cover wage loss or other expenses.

The Santa Barbara County Public Health Department (PHD) and the Family Service Agency ("Contractor") are entering this Agreement so that Contractor will provide services to the County of Santa Barbara in administering the State Housing for the Harvest program.

As described herein, Contractor shall provide the following services for essential employees in the food and agriculture sector who need to isolate and/or quarantine due to COVID-19 and complete administrative requirements. The Contractor will:

- Serve as operational support and primary point of contact with workers who need isolation housing;
- Verify participant eligibility. Participants must meet all the following criteria;
 - Work in California food processing or agriculture
 - Meet FEMA non-congregate sheltering criteria for COVID-19:
 - Have tested positive; or
 - Been exposed as documented by a state or local public health official, or medical health professional)
 - Be unable to self-isolate or quarantine at home
- Coordinate with the State of California to book rooms;
- Ensure services are provided in the participant's language; and
- Collect data required for reimbursement.

II. Contractor Requirements.

- A. Type of Service: Contractor will provide similar wraparound support services for those isolating in hotels and those isolating at home, for up to 14 days. These services include:
- a. Program intake and orientation;
 - b. Transportation to and from the hotel or to medical appointments (as applicable);
 - c. Provision of basic public health education about COVID-19 and the importance of isolation or quarantine;
 - d. Delivery of three meals a day, or the grocery item equivalent, and disposable plates and cutlery as needed;
 - e. Provision of toiletries and other necessities;
 - f. Provision of PPE, at a minimum, face masks and gloves;
 - g. Laundry service;
 - h. Daily wellness checks;
 - i. Hotline for participants' questions or concerns;

- j. Language access services, including in Spanish and Mixtec; and
 - k. Information about any additional local COVID-19 supports.
 - l. In addition, Contractor shall provide direct financial assistance for H4H program participants to incentivize participation and help cover any wage losses or expenses related to COVID-19 positivity or exposure. The authorized financial assistance amount is \$500 for participants isolating at home, and \$1,000 for those isolating in hotels. This assistance is not income dependent. Only food and farm worker participants who are unable to work due to isolation or quarantine are eligible for direct financial assistance. Their immediate household members may also be provided with wraparound services when needed to ensure the agricultural workers' ability to quarantine or self-isolate during the period prescribed by public health guidance.
- B. Target Population: Contractor Services described herein are limited to participants who meet all the following criteria:
- a. Work in California food processing or agriculture; and
 - b. Meet FEMA non-congregate sheltering criteria for COVID-19:
 - i. Have tested positive; or been exposed (as documented by a state or local public health official, or medical health professional); and
 - ii. Able to self-isolate or quarantine at home; or
 - iii. Unable to self-isolate or quarantine at home and sheltering temporarily at a hotel funded through H4H.
 - c. For the purposes of the H4H program, agricultural workers are defined as employees in occupations or industries as defined by Industrial Welfare Commission wage orders 3, 8, 13, and 14 (Canning, Freezing and Preserving Industry; Industries Handling Products after Harvest; Industries Preparing Agricultural Products for Market, on the Farm; and Agricultural Occupations) or similar industries and occupations.
- C. Funding for the H4H program is prioritized for agricultural and food processing workers who are ineligible for other federal benefits or programs providing aid during the pandemic.
- D. Contractor will ensure that participants meet criteria for eligibility for program benefits.
- E. Services Dates/Locations: The State of California is responsible for securing hotel rooms in Santa Barbara County. Contractor shall facilitate these services seven days per week with an intake and client support hotline available at least 9-hours each day.
- F. Contractor will submit all itemized receipts, form 214s, timesheets, and mileage logs with the invoice to County. If the County requires additional documentation, Contractor agrees to provide such documentation on a timely basis and as reasonably possible.
- G. Contractor will submit all itemized receipts, invoices, timesheets, mileage logs or other cost documentation for the Housing for the Harvest Expansion program to County by no later than 10 days after the end of the previous month.
- H. Contractor may subcontract services to other providers but only in accordance with federal contracting requirements.
- I. Stefanie Hernandez is the County point of contact - Stefanie.Hernandez@sbcphd.org (805) 448-2254
- J. Lisa Brabo is the Contractor point of contact - lbrabo@fsacares.org (805) 965-1001 ext.240
- K. The not-to-exceed amount estimated for these services related to the Housing for the Harvest program is described in Exhibit B and is budgeted as follows on the next two pages:

Original Housing for the Harvest Budget: **\$335,000** (approved March 16, 2021)
 (See below as \$180,217 plus \$153,417 or \$333,634, rounded to \$335,000)

HOUSING FOR THE HARVEST				
12-14-20 FSA Budget (started August 24, 2020)				
EXPENSES - August to December 2020				
August/September 2020 (invoiced)	\$44,907			
October 2020 (invoiced)	\$37,870			
November 2020 (estimate)	\$42,000			
December 2020 (estimate)	\$42,000			
January 2021 (estimate for 10 days)	\$13,440			
Total	\$180,217			
EXPENSES REVISED - January to June 2021				
				6 Month
PERSONNEL	FTE	Hrs/Wk	Weeks	Total
Field Staff	2.5	40	25	\$54,750
Data Supervisor/Specialist	0.11	4	25	\$3,080
Supervisor for Housing for the Harvest	0.875	35	25	\$33,513
Subtotal				\$91,343
Benefits				\$24,662
Total Personnel				\$116,005
Operations (Mileage, Supplies, Occupancy, Phone, etc.)				\$17,401
Subtotal				\$133,406
Indirect (Accounting, HR, Insurance, Audit, Admin, etc.)				\$20,011
TOTAL FSA				\$153,417

Housing for the Harvest Expansion Budget (\$845,576: Projected: \$70,283 PHD funding and \$775,292 from the State Department of Social Services through the County Social Services Agency):

HOUSING FOR THE HARVEST Expansion Budget		County of Santa Barbara	
Lead Agency: Family Services Agency (FSA)			
County Sponsor: Santa Barbara County Public Health			
Passthrough: Santa Barbara County Social Services			
March 22 to June 30, 2021	14.5 weeks		
Possible Eligible Participants	500		
	Projected Revenues		Projected Expenses
Total Funding Allocated through Expansion funding:	\$1,148,000		
70% home = 350 eligible participants at \$650 each	\$227,500		
30% hotel = 150 eligible participants at \$750 each	\$112,500		
Payments for Eligible Participants	\$340,000	DSS payment	
			Based on cells F34 and F46: \$820.57 avg per participant \$410,283 But capped at rates from A13 and A14
COSTS			
Payments to Eligible Participants			
70% home = 350 participants x \$500	\$175,000		\$175,000
30% hotel = 150 participants x \$1,000	\$150,000		\$150,000
Total	\$325,000	DSS payment	\$325,000
Total anticipated payment from DSS before Admin 15%	\$665,000		
Wrap Around Costs			
Contracted Transportation: 2 one-way trips per participant at \$60/one-way trip			\$60,000
Food/Supplies: 500 eligible participants and family at 10 days each = 5,000 days at \$40/day			\$200,000
Contracted Laundry: \$50 per eligible participant			\$25,000
Wellness Kits: \$20 per eligible participant			\$10,000
Loadable Card Fees (ie VISA) - \$5/card x 500			\$2,500
PPE: \$15 per eligible participant			\$7,500
Total Wrap Around costs			\$305,000
			thermometer and wellness supplies
			don't need masks (have these)
FSA Direct Costs			
PERSONNEL			
	Rate	FTE	Hrs/Wk
Field Staff	\$23.00	5.0	40
Date Supervisor/Specialist	\$30.00	0.15	6
Supervisor for Housing for the Harvest	\$38.30	0.125	5
		5.3	
			\$72,087
Benefits	27%		\$19,463
Total Personnel			\$91,550
Operations (Mileage, Supplies, Occupancy, Phone, etc.)			\$13,733
FSA Direct Costs Total (does not include indirect costs)			\$105,283
Subtotal: Participant Payments; Wrap Around Costs; FSA Direct Costs			\$735,283
Indirect (Accounting, HR, Insurance, Audit, Admin, etc.)	15%		
	\$110,292		\$110,292
			from DSS 15% Admin allocation letter \$172,200
TOTAL	\$775,292		\$845,576
			Public Health Department costs at these assumptions: \$70,283
			Total Funding: State GF and Public Health Costs \$845,576
With more participants, total expended may be more - will not exceed total allocation of \$1,148,000			