

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
TARGETED COMMUNITY-BASED CHILD ABUSE AND NEGLECT PREVENTION SERVICES**

Santa Barbara County
Department of Social Services

Third Amendment

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

WHEREAS, on June 4, 2019, COUNTY approved the Agreement for Services with Independent Contractor, number BC#19-242, (Agreement) with CONTRACTOR for the provision of Targeted Community-Based Child Abuse and Neglect Prevention 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 10, 2021, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the term of the Agreement for one additional year from July 1, 2021 through June 30, 2022 (Second Extension Period); and

WHEREAS, the parties now desire to amend Agreement to extend the term for six months commencing on July 1, 2022, through December 31, 2022 (*Third 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** unless otherwise directed by COUNTY or unless earlier terminated.

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** unless otherwise directed by COUNTY or unless earlier terminated.

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** unless otherwise directed by COUNTY or unless earlier terminated.

For the *Third* Extension Period, CONTRACTOR shall commence performance on **July 1, 2022** and end performance upon completion, but no later than **December 31, 2022** 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** 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, and **EXHIBIT B-4** for the period of July 1, 2022 through December 31, 2022, 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 41, **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.

4. Section V.2 of EXHIBIT A, STATEMENT OF WORK, is amended to state in its entirety:

2. 80% of families completing the evidence based Strengthening Families Program will show improvements in family satisfaction/parenting sense of competence as measured by the Strengthening Families Program Pre and Post Assessments.

5. Section VI. 3 of EXHIBIT A, STATEMENT OF WORK, is amended to state in its entirety:

4. Budget Variances – CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020, **EXHIBIT B-2** (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, and **EXHIBIT B-4** for the period of July 1, 2022 through December 31, 2022, as applicable, of this Agreement. Reasonable and necessary changes will be considered, but in no event will overall budget amount be exceeded without formal amendment of the Agreement.

6. 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 **\$167,000** for the period of July 1, 2019 through June 30, 2020, not-to-exceed **\$167,000** for the period of July 1, 2020 through June 30, 2021, not-to-exceed **\$167,000** for the period of July 1, 2021 through June 30, 2022, and **not-to-exceed \$83,500** for the period of July 1, 2022 through December 31, 2022 (Maximum Contract Amount).

7. 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 costs, expenses, overhead charges and hourly rates for personnel, as defined in **EXHIBIT B-1** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020 and **EXHIBIT B-2** (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, and **EXHIBIT B-4** for the period of July 1, 2022 through December 31, 2022, as applicable. Invoices submitted for payment that are based upon **EXHIBIT B-1, B-2, B-3 or B-4** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

8. Section C of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

C. Upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered 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** (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, and **EXHIBIT B-4** for the period of July 1, 2022 through December 31, 2022, 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.

9. Add EXHIBIT B-4, Line Item Budget, as attached.

10. EXHIBIT C is amended as attached.

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 **Family Service Agency 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:

COUNTY OF SANTA BARBARA:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Shirley Labuena*
Deputy Clerk

By: *Joan Hartmann*
Joan Hartmann, Chair
Board of Supervisors

Date: 6-28-22

RECOMMENDED FOR APPROVAL:

CONTRACTOR:

Social Services

Family Service Agency of Santa Barbara County

DocuSigned by:
By: *Maria Gardner*
540D5B88AB3A423...
Department Head

DocuSigned by:
By: *Lisa Brabo*
5658639A7B50479...
Authorized Representative

Name: Lisa Brabo

Title: Executive Director

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

Rachel Van Mullem
County Counsel

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: *Paul Lee*
561262F0B51A41B...
Deputy County Counsel

DocuSigned by:
By: *Robert Geis*
D25019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

DocuSigned by:
By: *Gregory Milligan*
DC240AC1E64247D...
Risk Management

EXHIBIT B-4

LINE ITEM BUDGET

Term Beginning: 07/01/22

Term Ending:12/31/22

A. SALARIES AND EMPLOYEE BENEFITS

1) Salaries - List each position to be funded by this award.

| Position(s) | Full-Time Equivalent (FTE) ¹ | Budget for Contract Term |
|--------------------------|---|--------------------------|
| Direct Service Positions | | |
| Home Visitor/Educator | 1.00 | \$ 28,080.00 |
| Home Visitor/Educator | 0.50 | \$ 13,000.00 |
| Family Advocate | 0.30 | \$ 7,176.00 |
| Family Advocate | 0.30 | \$ 7,176.00 |
| Program Manager | 0.04 | \$ 1,437.00 |
| Data Assistant | 0.13 | \$ 312.00 |
| | | |
| Sub-Total Salaries: | | \$ 57,181.00 |

¹ FTE = Amount of time employee works on this program. State as decimal based upon a 40 hour work week.

2) Employee Benefits - List type of employee benefit(s) and amount budgeted.

| Type of Employee Benefit | Budget for Contract Term |
|---|--------------------------|
| All Staff | \$ 16,011.00 |
| FICA Payroll Taxes 7.65%; Health/Life Insurance 14.71%; | |
| Pension Contributin 1%; Unemployment Compensation 2.1% | |
| Worker's Compensation 2.03%; Payroll Vendor Fees .51% | |
| | |
| Sub-Total Employee Benefits | \$ 16,011.00 |
| Percentage Benefits | 28.0% |
| TOTAL SALARIES AND EMPLOYEE BENEFITS | \$ 73,192.00 |

B. SERVICES AND SUPPLIES**1) Services - List any consultant(s) or contract services**

| Name of Consultant(s)/Contract Services | Budget for Contract Term |
|---|---------------------------------|
| Independent Audit - is included in FSA's indirect | |
| IT | \$ 600.00 |
| Vertical Change Database | \$ 600.00 |
| | |
| Sub-Total Services | \$ 1,200.00 |

2) Supplies

| Item | Budget for Contract Term |
|------------------------------------|---------------------------------|
| Office Expense | |
| Program Expense | \$ 3,226.00 |
| | |
| Telephone | \$ 402.00 |
| Mileage | \$ 350.00 |
| Other | |
| Sub-Total Supplies | \$ 3,978.00 |
| TOTAL SERVICES AND SUPPLIES | \$ 5,178.00 |

C. OPERATING EXPENSES

| Item | Budget for Contract Term |
|---|---------------------------------|
| Facility Lease/Rental | \$ 600.00 |
| Equipment Lease/Rental | |
| Furnishings | |
| Maintenance | \$ 600.00 |
| Utilities | \$ 300.00 |
| Insurance (Refer to General Contract Provisions for Insurance Requirements) | |
| Other | \$ 11,980.00 |
| | |
| Total Operating Expenses | \$ 13,480.00 |
| GRAND TOTAL LINE ITEM BUDGET | \$ 91,850.00 |
| Minus Match | \$ 8,350.00 |
| TOTAL BEING REQUESTED | \$ 83,500.00 |

D. REVENUE

List all of your organization's current and projected sources and amounts of revenue.

| Revenue Source | Revenue Expiration Date | Budget for Contract Term |
|------------------------------------|-------------------------|--------------------------|
| Santa Maria-Bonita School District | 6/30/2023 | \$ 8,350.00 |
| Total Revenue | | \$ 8,350.00 |

E. TEN (10) Percent Cash or In-Kind Match Minimum

List all of your organization's current and projected sources and amounts of matching funds for the services your agency is applying to provide.

| Source of Matching Funds | Dates funds will be available | Match Amount for Contract Term | Projected or Confirmed |
|------------------------------------|-------------------------------|--------------------------------|------------------------|
| Santa Maria-Bonita School District | 7/1/2022 | \$ 8,350.00 | Projected |
| Total Match | | \$ 8,350.00 | |

EXHIBIT C

Indemnification and Insurance Requirements (For contracts involving the care/supervision of children, seniors or vulnerable persons)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
5. **Sexual Misconduct Liability:** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew

such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.