

**THIRD AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR
INDEPENDENT LIVING PROGRAM 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 Care Network, Inc. (CONTRACTOR)**.

WHEREAS, on June 6, 2017, COUNTY approved the Agreement the Agreement for Services of Independent Contractor, number BC#18-019, (Agreement) with CONTRACTOR for the continued provision of Independent Living Program for Out-of-Home Care youth;

WHEREAS, the initial term of the Agreement commenced on July 1, 2017 and expired June 30, 2018;

WHEREAS, on June 13, 2018, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR, number BC#19-040, to extend the first term of the existing Agreement for one additional year from July 1, 2018 through June 30, 2019;

WHEREAS, on June 11, 2019, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR, number BC#19-291, to extend the second term of the existing Agreement for one additional year from July 1, 2019 through June 30, 2020 (Second Extension Period); and

WHEREAS, the parties now desire to amend the Agreement to increase the contract amount.

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. The Target Outcomes for Eligible Youth participating in ILP activities under Article V. **PERFORMANCE MEASURES/OUTCOMES** of Exhibit A is amended in its entirety:

1. Money Management

- Follows a budget = 85% of Eligible Youth
- Savings account = 90% of Eligible Youth
- Responsible banking = 75% of Eligible Youth
- Paying bills and wise spending = 75% of Eligible Youth

2. Job Skills/Career Planning

- Prepared resume and submitted job applications = 100% of Eligible Youth
- Seeking work = 100% of Eligible Youth
- Has a job = 85% of Eligible Youth
- Established a career objective and goals = 95% of Eligible Youth

3. Educational Planning

- Currently attending High School = 100% of Eligible Youth
- Attained a High School Diploma or equivalent = 95% of Eligible Youth
- Has a college or vocational training plan = 100% of Eligible Youth
- Enrolled in higher education or vocational training = 75% of Eligible Youth

4. Health and Well-being

- Referred to age-appropriate applicable services = 100% of Eligible Youth
- Currently receiving necessary health services = 100% of Eligible Youth
- Prepares healthy menus = 85% of Eligible Youth
- Engaged in positive social activities = 95% of Eligible Youth
- Uses Medi-Cal or maintains health insurance = 100% of Eligible Youth

5. Independent Living

- Follows a transportation plan = 100% of Eligible Youth
- Completed housing exercise = 100% of Eligible Youth
- Secured housing and furnishings = 100% of Eligible Youth seeking housing
- Successfully completing TILP goals = 95% of Eligible Youth

6. Personal and Community Resources

- Has all vital documents = 100% of Eligible Youth
- Uses community resources = 80% of Eligible Youth

7. Permanent Supportive Relationships

- Has requested a mentor = 25% of Eligible Youth
- Has an assigned mentor/intern = 30% of Eligible Youth
- Has established a community-based support team = 70% of Eligible Youth

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, 2017 through June 30, 2018, **EXHIBIT B-2** for the period of July 1, 2018 through June 30, 2019, and **REVISED EXHIBIT B-3** for the period of July 1, 2019 through June 30, 2020, which are 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 in EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

3. Section A of EXHIBIT B 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 **\$210,000** for the period of July 1, 2017 to June 30, 2018, not to exceed **\$210,000** for the period of July 1, 2018 to June 30, 2019, and not to exceed **\$230,000** for the period of July 1, 2019 to June 30, 2020.

4. 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, 2017 through June 30, 2018, **EXHIBIT B-2** (Line Item Budget) for the period of July 1, 2018 through June 30, 2019, and **REVISED EXHIBIT B-3** (Line Item Budget) for the period of July 1, 2019 through June 30, 2020, as applicable. Invoices submitted for payment that is based upon **EXHIBIT B-1, B-2, or REVISED B-3** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

5. Section D of EXHIBIT B is amended to state in its entirety:

D. Monthly, 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, B-2 or REVISED B-3**, 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.

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

H. 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, B-2 or REVISED B-3** respectively of this Agreement. Reasonable and necessary changes shall be considered, but in no event shall the overall budget amount be exceeded without a formal amendment to the Agreement.

7. Replace **EXHIBIT B-3**, Line Item Budget, for Fiscal Year 2019-2020 *with REVISED EXHIBIT B-3*.

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

**REVISED EXHIBIT B-3
LINE ITEM BUDGET**

Term Beginning: July 1, 2019

Term Ending: June 30, 2020

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		
ILP Program Supervisor	1 FTE	\$ 75,000.00
ILP Youth Development Specialist	1 FTE	\$ 48,000.00
Administrative Positions		
Management Supervision	.04 FTE	\$ 4,400.00
Clerical	.05 FTE	\$ 1,000.00
Sub-Total Salaries:		\$ 128,400.00

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
Direct Service Staff	
ILP Program Supervisor	\$ 18,750.00
ILP Coordinator	\$ 12,000.00
(PR tax 8.2%, WC 1.3%, Health 14%)	
Administrative Staff	
Management Supervision	\$ 1,000.00
Clerical	\$ 300.00
(PR tax 8.2%, WC 1.3%, Health 14%)	
Sub-Total Employee Benefits	\$ 32,050.00
Percentage Benefits	25.0%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 160,450.00

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	\$ 600.00
Sub-Total Services	\$ 600.00

2) Supplies

Item	Budget for Contract Term
Office Expense	\$ 7,850.00
Program Expense	\$ 2,000.00
Telephone	\$ 2,000.00
Mileage	\$ 7,500.00
Other	
Sub-Total Supplies	\$ 19,350.00
TOTAL SERVICES AND SUPPLIES	\$ 19,950.00

C. OPERATING EXPENSES

Item	Budget for Contract Term
Facility Lease/Rental	\$ 20,000.00
Equipment Lease/Rental	\$ -
Furnishings	\$ -
Equipment Expense	\$ 14,600.00
Maintenance	\$ 2,200.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ 1,800.00
Other Shared Administration	\$ 11,000.00
Total Operating Expenses	\$ 49,600.00
GRAND TOTAL LINE ITEM BUDGET	\$ 230,000.00
Less Other Revenue from Fund-Raising Events	\$ -
TOTAL NOT TO EXCEED CONTRACT AMOUNT	\$ 230,000.00

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 Barbara County DSS ILP Contract	6/30/2019	\$ 210,000
Total Revenue		\$ 210,000.00

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

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

Source of Matching Funds	Dates funds will be available	Match Amount for Contract Term	Projected or Confirmed
In Kind (Interns, Volunteers)	1-Jul-19	\$ 20,000.00	Projected
Total Match		\$ 20,000.00	

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Third Amendment to the Agreement between the County of Santa Barbara and Family Care Network, Inc.

IN WITNESS WHEREOF, the parties have executed this Third 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: Shirley LaGuerra
Deputy Clerk

By: Steve Lavagnino
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

Date: 11-19-19

RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Family Care Network, Inc.

By: Marisa Ornelas
Department Head

By: _____
Authorized Representative

Name: Jim Roberts

Title: CEO & Founder

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Michael C. Ghizzoni
Deputy County Counsel

By: Betsy M. Schaffer
Deputy

APPROVED AS TO FORM:

Risk Management

By: [Signature]
Risk Management

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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: _____

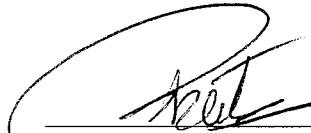
RECOMMENDED FOR APPROVAL:

Department of Social Services

CONTRACTOR:

Family Care Network, Inc.

By: _____
Department Head

By:  _____
Authorized Representative

Name: Jim Roberts

Title: CEO & Founder

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/19/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Engle & Associates Insurance Brokers 1236 Higuera Street San Luis Obispo CA 93401	CONTACT NAME: James Seagle PHONE (A/C No. Ext): (805) 544-8929 FAX (A/C No.): (805) 781-6339 E-MAIL ADDRESS: james@engleinsurance.com														
INSURED Family Care Network Inc 1255 Kendall Rd San Luis Obispo CA 93401	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Nonprofits Insurance Alliance of CA</td> <td></td> </tr> <tr> <td>INSURER B: American Family Home Insurance</td> <td>23450</td> </tr> <tr> <td>INSURER C: Princeton Excess and Surplus Lines Ins Co</td> <td>10786</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nonprofits Insurance Alliance of CA		INSURER B: American Family Home Insurance	23450	INSURER C: Princeton Excess and Surplus Lines Ins Co	10786	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES **CERTIFICATE NUMBER:** CL1931908404 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2019-01476	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 20,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							Employee Benefits \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			2019-01476	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							Uninsured/underinsured \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ 10,000.	N		2019-01476-UMB	04/01/2019	04/01/2020	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	2EA5WC900052901	04/01/2019	04/01/2020	PER STATUTE OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			99A3GL1000115-11	04/01/2019	04/01/2020	Each Occurrence \$300,000
							Aggregate \$600,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is named as Additional Insured for General Liability, but only with respects to the operation of the Named Insured per the attached CG 20 26 endorsement.

CERTIFICATE HOLDER County of Santa Barbara Department of Social Services/Contracts Unit 2125 So. Centerpointe Parkway Santa Maria CA 93455	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.