

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

Effective: March 16, 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 (“First Amendment”).

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

WHEREAS, the Parties desire to extend the term and update the Scope of Services in the Agreement.

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

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Agreement Section 4 “Term”** is deleted and replaced in its entirety with:

TERM

- A. For services provided under Exhibit A, **HOUSING FOR THE HARVEST SCOPE OF WORK**, as attached hereto and incorporated by this reference, Contractor shall commence performance on August 24, 2020 and end performance upon completion, but no later than June 30, 2021 unless otherwise agreed to by the Parties or unless earlier terminated.
- B. For services provided under Exhibit A, **SCOPE OF SERVICES FOR THE LATINX & INDIGENOUS MIGRANT COVID 19 RESPONSE TASK FORCE & LANGUAGE JUSTICE**, as attached hereto and incorporated by this reference, Contractor shall commence performance on August 24, 2020 and end performance upon completion, but no later than October 31, 2021 unless otherwise agreed to by the Parties or unless earlier terminated.

- 3. **Agreement Exhibit A “Scopes of Work for Two Programs: Housing for the Harvest and the Latinx & Indigenous Migrant COVID 19 Response Taskforce (TF) & Language Justice”** is deleted and replaced in its entirety as attached hereto and incorporated herein by this reference.
- 4. **Effectiveness.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, except as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and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 First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on March 16, 2021.

ATTEST:
 Mona Miyasato
 County Executive Officer
 Clerk of the Board

COUNTY OF SANTA BARBARA:
 Bob Nelson

By: Sheila de la Guerra
 Deputy Clerk

By: Bob Nelson
 Chair, Board of Supervisors

Date: 3/16/2021

RECOMMENDED FOR APPROVAL:
 Van Do-Reynoso, MPH, PhD

APPROVED AS TO ACCOUNTING FORM:
 Betsy M. Schaffer, CPA
 Auditor-Controller

By: Van Do-Reynoso
 Department Head

By: _____
 Auditor-Controller

APPROVED AS TO FORM:
 Michael C. Ghizzoni
 County Counsel

APPROVED AS TO FORM:
 Risk Management

By: _____
 Deputy County Counsel

By: _____
 Risk Management

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

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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Department Head


By: 
Auditor-Controller


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO FORM:

Risk Management

By: 
Deputy County Counsel

By: 
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective on March 16, 2021.

FAMILY SERVICE AGENCY:

By:  _____
Authorized Representative

Name: Lisa Brabo

Title: Executive Director

**EXHIBIT A
SCOPES OF WORK FOR TWO PROGRAMS:
HOUSING FOR THE HARVEST
AND
THE LATINX & INDIGENOUS MIGRANT COVID 19 RESPONSE TASKFORCE (TF) &
LANGUAGE JUSTICE**

**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 Housing for the Harvest, a State program that is designed to provide temporary hotel housing options for essential farm and food processing employees who are either COVID-19 positive or exposed, who do not require hospitalization, to have safe and suitable places to isolate and are unable to do so at home.

Housing for the Harvest is a state framework for temporary, emergency non-congregate shelter for essential employees in the food and agriculture sector. The State will secure hotel rooms in participating counties, such as the County of Santa Barbara, and will partner with local governments to identify local administrators who will provide additional sheltering support, such as meals, wellness checks and additional services.

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: Phone Line and Outreach for essential farm and/or food processing employees that qualify for emergency temporary housing in a hotel to self-isolate if they are COVID-19 positive and do not require hospitalization, or have been exposed and cannot properly self-isolate at home.
- B. Target Population: Contractor Services described herein are limited to participants who cannot successfully self-isolate at home, and who: 1) work in California food processing or

agriculture; 2) meet FEMA non-congregate sheltering criteria for COVID-19 (i.e., have tested positive, or have been exposed as documented by a public health official or medical health professional); and 3) are unable to self-isolate at home.

- C. Services Dates/Locations: The State of California is responsible for securing hotel rooms in Santa Barbara County. Contractor shall and in-language assistance. Contractor shall facilitate these services seven days per week with an intake and client support hotline available at least 9-hours each day.
- D. Contractor Services to be provided:
1. As described in Exhibit A-1, **Housing for the Harvest – Reservation Steps for Local Administrators**, as attached hereto and incorporated herein by this reference, enroll individuals into the program and facilitate booking of hotel room for workers who need to self-isolate for up to 14 days.
 2. Coordinate transportation to the designated hotel.
 3. Provide program intake and orientation.
 4. Provide basic public health education about COVID-19 and the importance of isolation or quarantine.
 5. Provide a hotline for a minimum of 9 hours each 24-hour period for farm worker and food processing employees use for requests for information and/or to enroll in the program.
 6. Provide language access services including Spanish and Mixtec.
 7. Include all itemized receipts, form 214s, and mileage logs with the invoice to be submitted.
- E. Contractor may subcontract services to other providers but only in accordance with federal contracting requirements.
- F. Nancy Silha, RN, (805) 450-4360 Nancy.Silha@SBCPHD.org will be the operational contact for the program.
- G. The not-to-exceed amount estimated for these services related to the Housing for the Harvest program are:

HOUSING FOR THE HARVEST				
12-14-20 FSA Budget (started August 24, 2020)				
<u>EXPENSES - August to December 2020</u>				
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			
<u>EXPENSES REVISED - January to June 2021</u>				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

**SCOPE OF SERVICES FOR THE LATINX & INDIGENOUS MIGRANT COVID 19 RESPONSE
TASK FORCE & LANGUAGE JUSTICE
(EFFECTIVE 8/24/2020 THROUGH 10/31/2021)**

I. The Latinx & Indigenous Migrant COVID 19 Response Task Force (TF) & Language Justice Background.

The Latinx & Indigenous Migrant COVID 19 Response Task Force was formed as a rapid response team to address the impact of the COVID-19 pandemic, working to reach and support this community. The Latinx & Indigenous Migrant COVID 19 Response Task Force working in conjunction with additional community groups is providing essential services to protect and support Santa Barbara County's most vulnerable community members from the urgent threat of the COVID-19 pandemic.

The Latinx & Indigenous Migrant COVID 19 Response Task Force as well as Language Justice efforts outlined below encompass the scope of work for this project. This work reaches some of the County's most vulnerable populations with information and support, to reduce the risk of infection and to help the vulnerable cope with the physical, emotional, and economic impacts of the pandemic.

The work of the Task Force is developed and executed by key workgroups, whose members are drawn from Community Business Organizations (CBOs) with cultural competence to connect with Latinx and Mixtec communities. Workgroups meet regularly to develop programs to address identified areas of need. Through these working groups, collaborating CBOs provide public health education updates and outreach in Spanish and indigenous languages via Public Service Announcements (PSAs), videos and flyers; through radio, social networks, texts; and other outreach strategies. Initial outreach to community members has involved providing information about access to face coverings, COVID 19 testing, health and mental health psychoeducation and access to services, translation services, farmworker safety and advocacy, food and housing security, and public charge information.

In addition, the workgroups combine in-person education and supporting materials to help individuals understand COVID-19 and minimize their risk of contracting or spreading the virus. The goal is to help at-risk community members to understand what COVID-19 is and how to protect against it. This includes identifying resources for testing and health care, strategies and resources for quarantining or isolating if they test positive or are exposed to a positive case, and access to food, medication, and other essentials if needed.

II. Contractor Requirements. Contractor shall provide the following:

- A. A Task Force Senior Consultant (0.25FTE) whose costs shall not exceed \$20,800** This position is a quarter time role, providing consultation regarding all Task Force (TF) operations. The Senior Consultant is responsible for:
1. Coordination between TF Members, Workgroups/CBO members /the County, and UCSB special projects team-liaison between different entities as needed in program and project development;
 2. Advice and support to TF coordinator and to Steering Committee; and,
 3. Oversight of data coordination team.

B. A Task Force Operations Team (1 FTE cumulative):

The Team members together will provide 40 hours of work (1 FTE position), distributed among several team members with different areas of responsibility and expertise. The focus will be on operational and administrative needs, supporting the work of members and specific projects, as well as the ongoing work of the Task Force. The Operations Team includes:

1. A Task Force Coordinator (0.5 FTE) whose costs shall not exceed \$39,634. The TF Coordinator shall:
 - a. Provide administration of TF operations including program oversight and implementation.
 - b. TF facilitation, guiding and coordination of facilitation team for full Task Force meetings;
 - c. Acquisition and oversight of materials and resources;
 - d. Management of Budget;
 - e. Oversight of Operations Team; and
 - f. Coordinate with Steering Committee members public presentations and communications
2. An Assistant to the TF Coordinator (0.25 FTE) whose costs shall not exceed: \$10,400. The TF Assistant to the Coordinator shall:
 - a. Provide TF member communications and meeting planning;
 - b. Document and forms creation and formatting;
 - c. Organization of internal and external files;
 - d. Technology coordination, Zoom meetings; and
 - e. Update Priority Action Areas based on TF highlights.
3. A Data Coordinator (0.25 FTE) whose costs shall not exceed \$13,000. The Data Coordinator shall provide data support to the TF and its working groups, including research on demographics, social determinants of health development of surveys, topic specific research.
4. FSA Fiscal agent cost of \$3,962.

C. LANGUAGE JUSTICE: TRANSLATION, INTERPRETATION & EQUITY. Contractor shall provide interpreters, translation, and consultation for a not-to-exceed amount of \$25,000 as it relates to:

1. Language justice and equity are essential components of the Task Force. Interpretation, translation, and equity of participation are essential both to the internal work of the TF and to its outreach to the Latinx and Mixteco communities. The Task Force operates out of language justice principles to ensure that community leaders can engage in the work as their fullest selves regardless of what language they speak, so that the vital information and efforts developed also reach our community in the languages spoken by the community.
2. The membership of the Task Force is diverse, with representatives from 60+ groups participating in both whole-Task Force meetings twice a month and in a number of working groups as well. In order to have full and diverse participation in these meetings, simultaneous interpretation is essential. Some participants speak only Spanish or Mixteco (or other less common Indigenous languages); others speak only English. In order to have equity of participation, every meeting must have live interpretation. Where possible, interpretation would cover English, Spanish and Mixteco.

D. DELIVERABLES. Contractor shall perform and report on the following deliverables:

1. Develop partnerships and facilitate meetings to foster collaboration between the County Public Health Department and community entities for effective COVID-19 response.
 2. Develop messaging regarding safe practices and prevention of COVID-19 among the Latinx and Mixteco populations.
 3. Develop messaging and materials to promote the importance and availability of COVID-19 vaccines to our Latinx and Mixteco populations.
- E. Provide technical assistance, strategic guidance, and community insights to the County Public Health Department for culturally appropriate COVID-19 response efforts.
- F. Contractor may subcontract services to other providers but only in accordance with federal contracting requirements.