

SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR

Summer Training and Employment Program for Students (STEPS)

Santa Barbara County
Department of Social Services

Second Amendment

This is a *Second Amendment* (*Second Amendment to the Agreement*) to the Agreement for Services of Independent Contractor, by and between the **County of Santa Barbara** (COUNTY) and **Goodwill Industries of Ventura and Santa Barbara Counties** (CONTRACTOR).

WHEREAS, on July 14, 2020, COUNTY approved the Agreement for Services with Independent Contractor, number BC#20-073, (Agreement) with CONTRACTOR for the provision of STEPS;

WHEREAS, on March 12, 2021, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR, number BC#20-073, to amend the term of the existing Agreement from July 14, 2020 through June 30, 2021;

WHEREAS, the current term of the Agreement commenced on July 14, 2020, and is set to expire on June 30, 2021 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to increase the total contract amount and extend the term through June 30, 2022 (First 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, 2021 and end performance upon completion, but no later than June 30, 2022 unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the contract term has an option to renegotiate one (1) additional one (1) year renewal.

2. Section A.10.ii of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

ii. In the event STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants for the costs of waiting time penalties per Labor Code section 203 by using the contingency funds listed on EXHIBIT B-1 and B-2.

3. Section A.11 of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:

11. CONTRACTOR, in coordination with WORK SITES, shall ensure that Participants who are under the age of 18 do not exceed 8 hours per day or 40 Work Experience hours per week. If a Participant exceeds 8 hours per day or 40 hours per week, FOUNDATION will bill against COUNTY's STEPS Grant Funds, retained by FOUNDATION. CONTRACTOR will *ensure participants have at least 185.71 of work experience hours. No Participant shall exceed 200 Work Experience hours unless CONTRACTOR has received written consent from FOUNDATION permitting the Participant to exceed 200 hours of Work Experience. This number cannot exceed 1000 hours per Participant per fiscal (July- June) year, unless classified as a Student Assistant with CONTRACTOR and FOUNDATION approval.*
 - i. In the event STEPS Grant Funds are not available, CONTRACTOR shall be responsible for compensating COUNTY for payments made to Participants by using the contingency funds listed in EXHIBIT B-1 *and B-2.*
4. Section A.4 of III. **Duties and Responsibilities** of EXHIBIT A is amended in its entirety:
 4. Provide 100 Participants with *185.71* hours of full or part time Work Experience paid at no less than *\$14.00* per hour.
5. Sections 15, 16, and 17 are added to Section A.4 of **EXHIBIT A** of the Agreement:
 15. CONTRACTOR shall immediately notify the WDB and FOUNDATION if a case of COVID-19 is detected at the CONTRACTOR's worksite, which includes but is not limited to an instance where a SWD or CONTRACTOR staff tests positive for COVID-19, or a third-party that closely interacts with SWD or CONTRACTOR staff tests positive for COVID-19.
 16. CONTRACTOR is required to provide proof of SWD's DOR enrollment to the FOUNDATION in order to onboard a SWD as an employee of the FOUNDATION.
 17. CONTRACTOR shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including but not limited to those from the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health of California, local county, or any other applicable government entity.
6. Section A.2 of V. **Duties and Responsibilities** of EXHIBIT A is added to the Agreement:
 2. Be subject to federal reporting requirements as a subawardee and subrecipient for this Agreement.
7. Section A of **EXHIBIT B** of the Agreement 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 *\$ 179,902.23 for the period of July 14, 2020 through June 30, 2021, and not to exceed \$89,951 for the period of July 1, 2021 through June 30, 2022.*
8. Section B of **EXHIBIT B** is amended to state in its entirety:
 - B. CONTRACTOR will be responsible for costs (listed in EXHIBIT B-1 *and B-2*) as well as overtime and waiting time late fee costs not covered by STEPS Grant Funds. If Participants incur costs that exceed the contract value as a result of standard payroll, wages/taxes, overtime and waiting time late fee costs, CONTRACTOR shall be responsible for those costs. These costs include any cost the FOUNDATION is obligated to pay Participants under state, local, or federal law.

9. Section E of **EXHIBIT B** is amended to state in its entirety:

E. 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. Invoices shall be submitted based upon the costs, expenses, overhead charges, timesheets, hourly rates, and task description log for personnel, as defined in EXHIBIT B-1 *and* B-2 (Line Item Budget and Narrative). Invoices submitted for payment that are based upon EXHIBIT B-1 *and* B-2 must contain sufficient detail to enable an audit of the charges and provide supporting documentation.

10. Section K of **EXHIBIT B** is amended to state in its entirety:

K. Line Item Budget Additions: CONTRACTOR shall obtain the expressed written consent from the DESIGNATED REPRESENTATIVE for any additions to the line item categories and/or associated costs set forth in the Line Item Budget detailed in EXHIBIT B-1 *and* B-2. Requests shall be considered only if funding is available and transferable from other line items per Section H. In no event shall the overall budget amount be exceeded without a formal written amendment to the Agreement.

11. Add **EXHIBIT B-2**, Line Item Budget and Budget Narrative, for Fiscal Year 2021-2022 as attached.

12. Section 2.S, **Federal Award Identification Information (Applicable to Subaward)**, of EXHIBIT D, **CERTIFICATIONS / ASSURANCES**, of the Agreement is amended in its entirety:

Federal Award Identification Information (Applicable to Subaward)		
i. Subrecipient Name (which must match the registered name in DUNS)	Goodwill Industries of Ventura and Sant	
ii. Subrecipient DUNS number	079706385	
iii. Federal Award Identification Number (FAIN)		
iv. Federal Award Date	04/29/20	
v. Subaward Period of Performance	Start Date	07/07/20
	End Date	06/30/22
vi. Amount of Federal Funds Obligated by this action	\$ 1,000,000.00	
vii. Total Amt of Federal Funds Obligated to subrecipient	\$ 179,902.23	
viii. Total Amount of the Federal Award	\$ 1,000,000.00	
ix. Federal award project description*	Provide pre-vocational training and work experience services to students with disabilities	
x. Name of Federal awarding agency,	California Department of Rehabilitation	
Pass through entity,	Foundation for California Community Co	
And contact information for awarding official	Leti Shafer	
xi. CFDA	Number	84.126A
	Name	
xii. Is the award research and development?	No	
xiii. Indirect cost rate for the Federal award (including if the de minimus rate is charged per §200.414 Indirect (F&A) costs.	0	

*as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)

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

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Second Amendment to the Agreement between the **County of Santa Barbara** and **Goodwill Industries of Ventura and Santa Barbara Counties**.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Bob Nelson, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Department of Social Services

By: _____
Department Head

CONTRACTOR:

Goodwill Industries of Ventura and Santa Barbara Counties

By: _____
Authorized Representative

Name: Laura Kistner

Title: Sr. Director of Workforce Services

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT B-2

Line Item Budget and Narrative

STEPS 2021

Organization:	Goodwill Industries of Ventura and Santa Barbara Counties

I. OPERATING COSTS			
A. WAGES AND FRINGES	Salary and fringe	% Allocated to Contract	Total Cost to Contract
Position Title			
Employment Services Coordinator Santa Maria	\$47,455.00	90%	\$39,546.00
Employment Services Coordinator Lompoc	\$48,672.00	50%	\$20,280.00
Employment Services Coordinator Santa Barbara	\$48,672.00	50%	\$20,280.00
Admin/Billing	\$58,240.00	5%	\$2,912.00
			\$ 79,951.00
Subtotal Wages & Fringes			
B. OTHER OPERATING			
Advertising			
Audit			
Copying/Printing			
Dues/Membership			
Equipment Lease/Purchase/Maintenance			
Facilities Rent/Maintenance			
Insurance			
Legal Fees			
Meeting Room Rental			
Misc. (License, Tax, Other Fees)			
Postage			
Publications			
Staff Development			
Staff Travel			\$0.00
Supplies (Not Testing)			
Telephone/Communication			
Utilities			
Other (Specify in narrative)			
Subtotal Other Operating			
Subtotal Operating			
C. DIRECT JOB SEEKER COSTS			
Work Experience			\$0.00
<i>Training</i>			\$0.00
Supportive Services			\$0.00

Other (Specify in narrative)	stipends @ \$100 ea.		\$10,000.00
Subtotal Direct Job Seeker Costs			\$10,000.00
D. INDIRECT COSTS			\$ -
E. PROFIT			\$ -
TOTAL BUDGET			\$89,951.00

Line Item Budget and Narrative

I. Operating Costs:

A. **WAGES AND FRINGE** – wages and benefits of CONTRACTOR staff providing direct services. Benefits include: Federal Insurance Contributions (FICA), Federal and State unemployment, medical (medical/dental/life insurance), and workers' compensation.

B. OTHER OPERATING EXPENSES

The following costs represent program operations expenses.

- i. Advertising: This is not included in proposed budget.
- ii. Audit: This is not included in proposed budget.
- iii. Copying/Printing: This is not included in proposed budget.
- iv. Dues/Memberships: This is not included in proposed budget.
- v. Equipment (Lease/Purchase/Maintenance): This is not included in proposed budget.
- vi. Facilities Rent/Maintenance: This is not included in budget.
- vii. Insurance: This is not included in proposed budget.
- viii. Legal Fees: This is not included in proposed budget.
- ix. Meeting Room Rental: This is not included in proposed budget.
- x. Miscellaneous (License, Tax, Other Fees): This is not included in proposed budget.
- xi. Postage: This is not included in proposed budget.
- xii. Publications: This is not included in budget.
- xiii. Staff Development: This is not included in budget.
- xiv. Staff Travel: This is not included in budget.
- xv. Supplies (Not Testing): This is not included in budget.
- xvi. Telephone/Communications: This is not included in budget.
- xvii. Computer/Technology: This is not included in budget.
- xviii. Other – Employee Background Checks, onboarding requirements and other expenses - not included in budget.
- xix. Other – Networking: This is not included in proposed budget.

C. DIRECT JOB SEEKER

- i. Work Experience: cost not included in budget.
- ii. Training: Cost not included in budget.
- iii. Supportive Services: cost not included in budget.
- iv. Other: Stipends. Cost for Participant stipends provided for participating in the Job Preparation Training at \$100 per Participant.

D. INDIRECT COST

Not included in budget.

E. PROFIT

Not included in budget.

1. CONTRACTOR shall establish a contingency fund in the amount of \$32,889:

- a. Contingency funds shall be used to fund any payments to COUNTY for the following circumstances:
 - i. Payment of standard payroll and wages/taxes if STEPS Grant Fund is unavailable or has been expended.
 - ii. Waiting time penalties if CONTRACTOR fails to notify FOUNDATION and WDB four (4) days in advance of the request to terminate Participant.
 - iii. Payment of overtime if Participant exceeds 8 hours per day or 40 hours per week.