

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

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 (“Third Amendment”).

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

WHEREAS, the Parties desire to amend this Agreement to more accurately reflect that CONTRACTOR is acting as a Subrecipient under federal requirements in its provision of services described herein.

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

Definitions. Capitalized terms used in this Third Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement, the First Amendment, and the Second Amendment.

Delete Sections 36 through 40 (Clean Air Act, Federal Water Pollution Control Act, Debarment and Suspension, Byrd Anti-Lobbying Amendment, and Procurement of Recovered Materials) from the terms of the Agreement.

Add Sections 47 and 48, Subrecipient Clauses, in entirety:

47. Subaward, Uniform Guidance. The CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference.

48. Federal Award Identification Information. The following Federal Award Information is provided in accordance with Title 2, Code of Federal Regulations, section 200.332:

Federal Award Identification		
1	Subrecipient Name	Family Service Agency
2	Subrecipient Unique Entity Number (DUNS; UEI Number)	021867353
3	Federal Award Identification Number (FAIN)	COVID-19ELC42
4	Federal Award Date	08/11/20
5	Subaward Period of Performance & Budget Period- Start Date	08/24/2021

6	Subaward Period of Performance & Budget Period- End Date	10/31/2021
7	Amount of Federal Funds Obligated by this Action by Pass Through to Subrecipient	\$335,376
8	Total Amount of Federal Funds Obligated to Subrecipient by Pass Through Including Current Financial Obligation	\$335,376
9	Total Amount of Federal Award Committed to the Subrecipient by the Pass Through Entity	\$335,376
10	Federal Award Project Description	Centers for Disease Control (CDC) Epidemiology and Laboratory (ELC) Enhancing detection supplement from the Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I) for partnering with local institutions to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2.
11	Federal Awarding Agency	CDC through the California Department of Public Health
12	Pass Through Entity	County of Santa Barbara Public Health
13	Contact Information for Awarding Official of Pass Through Entity	Dana Gamble, Interim Deputy Director
14	CFDA Number	93.323
15	CFDA Name	Epidemiology and Laboratory Capacity for Infectious Diseases (ELC)
16	Is Award for Research and Development?	No
17	Indirect Cost Rate for Award	15%
18	Requirements Imposed by Pass Through Entity	Work directly with beneficiaries and State of California to provide eligibility; secure motel rooms; provide food and wellness support for Isolation and quarantine of food service workers
19	Additional requirements- Financial and Performance Reports	Attend weekly meetings to monitor performance; provide financial updates and all financial documentation.
20	Access to Subrecipient Records	Provided for in Agreement § 42
21	Closeout Terms and Conditions	Provide copy of Single Audit reporting for review.

Effectiveness. The terms and provisions set forth in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement, the First Amendment, and the Second Amendment. The terms and provisions of the Agreement, First Amendment, and Second Amendment, except as expressly modified and superseded by this Third 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.

Counterparts. This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the Parties.

(Signatures of following pages)

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective when executed by all parties.

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: _____

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:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective when executed by all parties.

FAMILY SERVICE AGENCY:

By: _____
Authorized Representative

Name: Lisa Brabo _____

Title: Executive Director _____