

**FIRST AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR FOR TRANSITIONAL
HOUSING PROGRAM-PLUS SERVICES**

Santa Barbara County
Department of Social Services

First Amendment

This is a *First* amendment (First Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number *BC#17-0074* (Agreement) by and between the **County of Santa Barbara** (COUNTY) and **Family Care Network, Inc.** (CONTRACTOR), for the continued provision of Transitional Housing Program-Plus (THP-Plus Program).

WHEREAS, COUNTY and CONTRACTOR entered into the Agreement on June 21, 2016; and

WHEREAS, COUNTY and CONTRACTOR agree to amend certain sections of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR agree to amend the Agreement as follows:

1. 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 ATTACHMENT B-1 for the period of July 1, 2016 through June 30, 2017, and ATTACHMENT B-2 for the period of July 1, 2017 through June 30, 2019 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.

2. **Program Models** of Exhibit A Statement of Work is amended to state in its entirety:

Santa Barbara County utilizes the following THP-Plus model:

Scattered-Site Permanent Model

Participants live in housing located in multiple locations in Santa Barbara County that are owned or leased by the THP-Plus provider. In order to maximize available resources, housing should primarily be located in the North County area (Santa Maria, Lompoc) although current participants housed in the South County area may need to be accommodated. THP-Plus supportive services and rental subsidies are provided to participants for up to a 24-month period commencing on the date participant begins the THP-Plus Program, *after which, participants are assisted by CONTRACTOR in finding permanent housing at the conclusion of their program participation*.

3. **Exhibit A, CONTRACTOR PERFORMANCE MEASURES, under the "CONTRACTOR shall meet the following program goals" section is amended to state in its entirety:**

CDSS has established five Goal areas to be evaluated and FCNI will track data to measure these Goals.

Goal:	Measure 1:	Measure 2:
1. The THP-Plus program shall assist emancipated foster youth to secure stable housing.	Annually, 75% of the THP-Plus enrolled tenants shall successfully maintain their THP-Plus placement.	Annually, 75% of the participants exiting the THP-Plus Program shall secure and maintain housing for at least one year.
2. The THP-Plus program shall increase the employability of emancipated foster youth.	Of the THP-Plus residents not employed at time of entry, 75% shall obtain employment or enter into a vocational training program or internship within six months of entering the program.	75% of THP-Plus residents shall increase their income within one year of entering the transitional housing program.
3. The THP-Plus program shall encourage emancipated youth furthering their educational goals.	Annually, 50% of participants shall be enrolled within an accredited college or 4-year educational institution or trade or technical school.	75% of participants in or exiting the program shall obtain their high school diploma or equivalent.
4. The THP-Plus program shall assist emancipated youth in connecting to health care services and other community based resources.	100% of THP-Plus participants shall be enrolled in Medi-Cal or other private / public health insurance program.	100% shall obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.
5. Daily Living: The THP-Plus program shall assist emancipated youth in learning life skills necessary for self-sufficiency.	<p><u>Measure 1: Budgeting</u> 90% of THP-Plus participants shall develop a realistic budget for living expenses and live within the established budget.</p> <p><u>Measure 2: Shop/Healthy Meals</u> 90% of THP-Plus participants shall be able to grocery shop for healthy meals on an established budget, utilizing additional resources as needed.</p> <p><u>Measure 3 – Transportation</u> 100% of THP-Plus participants shall have transportation (i.e.: skateboard, bicycles, vehicle) and/or be able to effectively utilize public transportation.</p>	

4. 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 \$250,000 for FY 2016/2017, and not to exceed \$200,000 for FY 2017/2018, and not to exceed \$200,000 for FY 2018/2019.

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

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 **ATTACHMENT B1 for FY 2016/2017 (Schedule of Fees) and ATTACHMENT B2 for FY 2017/2018 and 2018/2019, as applicable (Schedule of Fees)**. Invoices submitted for payment that are based upon **ATTACHMENT B1 and B2** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

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

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 **ATTACHMENT B1** or **B2** 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. Invoices must be submitted in County required format and contain sufficient detail to enable an audit of the charges along with adequate documentation. Each claiming period shall consist of one calendar month. CONTRACTOR invoice estimates for June fiscal year end are due no later than June 12th. Actual final CONTRACTOR invoices for the month of June are due on or before July 31st.

7. Budget Variances: CONTRACTOR shall obtain the expressed written consent from the COUNTY for any variation in the line item amounts detailed in ATTACHMENT B-1 or B-2, as applicable, of this Agreement. Reasonable and necessary changes will be considered, but in no event will the overall budget amount be exceeded without a formal amendment to the Agreement.
8. Amend ATTACHMENT B-1 to delete "Term beginning 7/1/16 through 6/30/19, Annually" and replace with "Term beginning 7/1/16 through 6/30/17."
9. Add **ATTACHMENT B2**, Line Item Budget, for Fiscal Year (FY) 2017/2018.
10. In all other respects, the Agreement remains unchanged and in full effect.

**ATTACHMENT B2
LINE ITEM BUDGET**

Term Beginning: JULY 1, 2017

Term Ending: JUNE 30, 2019

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		
Program Manager	0.05	\$ 4,170.00
Program Supervisor	0.10	\$ 6,700.00
Program Coordinator/Case Management	0.50	\$ 26,000.00
Rehabilitation Specialist	0.75	\$ 28,870.00
Administrative Positions	0.20	\$ 7,480.00
Sub-Total Salaries:		\$ 73,220.00

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	\$ -
Health 9.00%	\$ 5,920.00
Worker's Compensation 2.50%	\$ 1,643.00
403(b) Contribution 3.00%	\$ 1,972.00
Payroll Taxes 8.00%	\$ 5,259.00
Administrative Staff	\$ -
Health 9.00%	\$ 673.00
Worker's Compensation 1.50%	\$ 112.00
403(b) Contribution 3.00%	\$ 225.00
Payroll Taxes 8.00%	\$ 600.00
Sub-Total Employee Benefits	\$ 16,404.00
Percentage Benefits	22.4%
TOTAL SALARIES AND EMPLOYEE BENEFITS	\$ 89,624.00

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*	\$ 2,600.00
Program Expense*	
Housing	\$ 48,000.00
Permanency (Emancipation) \$200/mo/client	\$ 12,000.00
Safety and Well Being (groceries/transportation) \$175/mo/client	\$ 10,500.00
Other Approved Youth Categories (savings match) up to \$50/mo	\$ 3,000.00
Telephone*	\$ 720.00
Mileage*	\$ 5,000.00
Other*	
Sub-Total Supplies	\$ 81,820.00
TOTAL SERVICES AND SUPPLIES	\$ 82,420.00

C. OPERATING EXPENSES

Item*	Budget for Contract Term
Facility Lease/Rental	\$ 6,500.00
Equipment Lease/Rental*	\$ 1,500.00
Furnishings*	\$ -
Maintenance	\$ 1,781.00
Utilities	\$ 600.00
Insurance (Refer to General Contract Provisions for Insurance Requirements)	\$ -
Other: Shared Administration Allocation	\$ 17,575.00
Total Operating Expenses	\$ 27,956.00
GRAND TOTAL LINE ITEM BUDGET	\$ 200,000.00
Minus Revenue	
TOTAL BEING REQUESTED	\$ 200,000.00

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 Department of Social Services - Annually		200,000.00
		-
Total Revenue		\$ 200,000.00

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

List all of your organization's current and projected sources and amounts of matching 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
Volunteer Direct Services Interns	Sept	\$ 6,000.00	Projected
Total Match		\$ 6,000.00	

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

IN WITNESS WHEREOF, the parties have executed this *First* 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: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Family Care Network, Inc.

By: _____
Department Head

By: _____
Authorized Representative

Name: Jim Roberts

Title: CEO

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management