

**FOURTH AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
WITH COMMUNITY ACTION COMMISSION OF SANTA BARBARA COUNTY DBA COMMUNIFY
FOR 211 HELPLINE SERVICES**

Santa Barbara County
Department of Social Services

Fourth Amendment

This is a *Fourth* Amendment (*Fourth* Amendment to the Agreement) to the Agreement for Services of Independent Contractor, number BC#19-217 by and between the **County of Santa Barbara** (COUNTY) and **Community Action Commission of Santa Barbara County dba CommUnify** (CONTRACTOR).

WHEREAS, on May 21, 2019, COUNTY approved the Agreement for Services of Independent Contractor, number BC#19-217, (Agreement) with CONTRACTOR for the provision of 211 Helpline Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2019, and is set to expire on June 30, 2020;

WHEREAS, on June 16, 2020, the COUNTY approved the First Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2020 through June 30, 2021 (First Extension Period);

WHEREAS, on December 15, 2020, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to increase the contract amount of the Agreement for fiscal year July 1, 2020 through June 30, 2021 (First Extension Period);

WHEREAS, on June 8, 2021, the COUNTY approved the Third Amendment to the Agreement with CONTRACTOR to extend the term of the Agreement for one additional year for fiscal year July 1, 2021 through June 30, 2022 (Second Extension Period); and

WHEREAS, the parties now desire to amend Agreement to increase the contract amount of the Agreement for fiscal year July 1, 2021 through June 30, 2022 (Second 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 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, 2019 through June 30, 2020, **EXHIBIT B-2** revised October 2020, for the period of July 1, 2020 through June 30, 2021, and **EXHIBIT B-3** revised December 2021, for the period of July 1, 2021 through June 30, 2022, 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 on **EXHIBIT B**, payment shall be net thirty (30) days from presentation of invoice.

2. Adding Section 41, **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT** to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.216. CONTRACTOR shall be prohibited from obligating or expending loan or grant funds to: procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

3. Adding Section 42, **DOMESTIC PREFERENCES FOR PROCUREMENTS** to the Agreement:

CONTRACTOR shall comply with Section 2 CFR Part 200.322. CONTRACTOR should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes here, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

4. Section A of EXHIBIT B, Payment Arrangements, is amended to state in its entirety:

A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR be paid a total contract amount, including cost reimbursements, not-to-exceed **\$143,100** for the period of July 1, 2019 through June 30, 2020, and not-to-exceed **\$154,437** for the period of July 1, 2020 through June 30, 2021, not-to-exceed **\$191,966** for the period of July 1, 2021 through June 30, 2022. This contract amount is for revenue sources flowing through the County of Santa Barbara in support of the 211 Helpline Service non-COVID related calls which is based on an estimate of 9,500 presented calls and 2-way-texts expected by the 211 Helpline Service Program in Santa Barbara County during the term of this Agreement. Significant changes in non-COVID call volume might lead to a review of this Agreement. COUNTY shall conduct quarterly reviews of presented calls. The results of this review might be used as the basis for any amendments to the Agreement, including, but not limited to, the Scope of Services, staffing levels and budget.

5. Section B of EXHIBIT B, Payment Arrangements, 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, 2019 through June 30, 2020, **EXHIBIT B-2** revised October 2020 (Line Item Budget) for the period of July 1, 2020 through June 30, 2021, and **EXHIBIT B-3** revised December 2021 (Line Item Budget) for the period of July 1, 2021 through June 30, 2022 as applicable, and in compliance with Sections 5 and 14 of this Agreement. 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 (FY) end are due no later than June 12th. Actual final CONTRACTOR invoices for the month of June are due on or before July 31st.

CONTRACTOR shall submit invoices with sufficient documentation to demonstrate direct labor and non-labor costs CONTRACTOR is requesting reimbursement for and those costs are compliant with the federal and state regulations applicable to the entity who incurred the costs.

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

C. Subject to Section B, by the twentieth (20th) of every month for the preceding month, 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 or EXHIBIT B-2** revised October 2020, **or EXHIBIT B-3** revised December 2021, 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.

7. Replace **Exhibit B-3** with **EXHIBIT B-3** revised December 2021, Line Item Budget, for FY 2021-2022 as attached.

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

**EXHIBIT B-3 Revised December 2021
LINE ITEM BUDGET**

Fiscal Year 2021 – 2022

211 Helpline Budget (DSS I & R)	FY 2021/22 rev Annual Budget
<u>Direct Program Costs</u>	
Director(.02FTE@\$55.94/hr)	\$2,327.45
Program Manager (1.0 FTE@\$29.12/hr)	\$60,569.60
Fringe – 33.5%	\$21,327.95
Total Salaries & Benefits	\$84,225.00
Technology Expenses	
Interface call center	\$93,540.00
Icarol 211 database subscription	\$5,672.20
AIRS dues	\$180.00
211 CA dues	\$900.00
Mission web website management & updates	\$1,250.00
Total Technology Cost	\$101,542.20
Basic overhead	
Communications	\$300.00
Mileage	\$1,750.00
Training and Conference	\$0.00
Office Supplies	\$1,250.00
Printing and Outreach	\$250.00
Postage/Mailing	\$3,500.00
Insurance	\$200.00
Equipment Lease	\$600.00
Rent & Utilities	\$3,725.00
	\$11,575.00
Subtotal Program Expenses	\$197,342.20
Indirect Costs	\$13,958.93
Total 211 Helpline Cost:	\$211,301.13
Total COUNTY Cost*	\$191,966.13
* City of Santa Barbara pays \$19,335 directly to CONTRACTOR to help fund 211. Therefore, total budget for CONTRACTOR to run 211 Helpline is \$211,301.13 and the not to exceed total COUNTY cost is \$191,966.13.	

FY 2021-22 Budget - Revised 12/2021

Expenditures			Total
Program Expenses			\$197,342.20
Indirect Costs			\$13,958.93
Total 211 Helpline Cost			\$211,301.13
Revenues	County	Outside Entity	Total
County of Santa Barbara			
Housing and Community Development	\$15,000 .00		
Behavioral Wellness	\$18,400 .00		
First 5 Santa Barbara County	\$15,000 .00		
Social Services	\$15,000 .00		
Public Health	\$10,000 .00		
General Fund Contribution	\$77,400 .00		
One-time General Fund	\$37,601 .13		
City of Carpinteria	\$3,565. 00		
City of Santa Barbara-Human Services Grant*		\$19,335 .00	
Total Secured Contributions	\$191,966.13	\$19,335.00	\$211,301.13
Total County Cost*			\$191,966.13

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Fourth Amendment to the Agreement between the County of Santa Barbara and Community Action Commission of Santa Barbara County dba CommUnify.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: *Sheila Olaguena*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Joan Hartmann*
Joan Hartmann, Chair
Board of Supervisors

Date: 3-15-22

RECOMMENDED FOR APPROVAL:

Social Services

DocuSigned by:
By: *Daniel Nelson*
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Department Head

CONTRACTOR:

Community Action Commission of Santa
Barbara County dba CommUnify

DocuSigned by:
By: *Patricia Keelean*
862F8B0CDE4E4BF...
Authorized Representative

Name: Patricia Keelean

Title: Executive Director

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By: *Paul Lee*
11FDC8C0F7B3461...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By: *Robert Guis*
D23019E2AF094BE...
Deputy

APPROVED AS TO FORM:

Risk Management

DocuSigned by:
By: *Ray Aromataria*
B3DB8526E16F47F...
Risk Management