

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

Santa Barbara County
Department of Social Services

Third Amendment

This is a *Third Amendment (Third Amendment to the Agreement)* to the Agreement for Services of Independent Contractor, number *BC#16-095 (Agreement)* by and between the **County of Santa Barbara (COUNTY)** and **Community Action Commission of Santa Barbara County (CAC) (CONTRACTOR)**.

WHEREAS, on August 26, 2015, COUNTY approved the Agreement with CONTRACTOR for the provision of 211 Helpline Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2015, and expired on June 30, 2016;

WHEREAS, on June 21, 2016, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to extend the initial term of the Agreement for one additional year from July 1, 2016 to June 30, 2017 unless otherwise directed by COUNTY or unless earlier terminated; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the existing Agreement for one additional year commencing on July 1, 2017, through June 30, 2018 (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 4, **TERM**, of the Agreement is amended by adding the following language:

For the Second Extension Period, CONTRACTOR shall commence performance on July 1, 2017 and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated.

2. 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, Revised, for the period of July 1, 2015 through June 30, 2016, Exhibit B-2 for the period of July 1, 2016 through June 30, 2017, *and Exhibit B-3 for the period of July 1, 2017 through June 30, 2018, which are attached to the First, Second or Third Amendments 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.

3. Section 36, **MANDATORY DISCLOSURE**, is added to the Agreement to state:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report

certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

4. Exhibit A, **Performance Measures**, is amended to state in its entirety:

- *Maintain database information to be current, or less than one (1) year old.*
- *Maintain the Uptime of 211 website at a minimum of 90 percent, in order to remain accessible and provide referrals.*
- *Increase the number of combined call volume and website sessions by at least 20 percent.*
- *Information and referral text messages will be provided to at least 10 percent of callers.*

5. 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 shall be reimbursed for CONTRACTOR's reimbursable expenses during the term of this Agreement. CONTRACTOR shall be paid a total contract amount, including cost reimbursements not-to-exceed \$170,540, for the period of July 1, 2015 through June 30, 2016, not-to-exceed \$186,640 for the period of July 1, 2016 through June 30, 2017, *and not-to-exceed \$174,747, for the period of July 1, 2017 through June 30, 2018.*

6. Section B of Exhibit B 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 Revised (Line Item Budget) for the period of July 1, 2015 through June 30, 2016; Exhibit B-2 (Line Item Budget) for the period of July 1, 2016 through June 30, 2017, *and Exhibit B-3 (line Item Budget) for the period of July 1, 2017 through June 30, 2018, as applicable*, and in compliance with Sections 5 and 14 of this Agreement. Invoices must be submitted in COUNTY required format and must 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.

CONTRACTOR shall submit invoices with sufficient documentation to demonstrate direct labor and non-labor costs for which CONTRACTOR is requesting reimbursement and that those costs are compliant with the Federal and State regulations applicable to the expenditure of funds for which CONTRACTOR claims reimbursement of incurred costs.

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

C. 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, Revised, B-2, or B-3 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.

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

G. Budget Variances: CONTRACTOR shall obtain written approval from COUNTY's Designated Representative for any variation in a line item amount that exceeds 10% of the amount of the line budget detailed in Exhibit B-1, Revised, for the period of July 1, 2015 through June 30, 2016, Exhibit B-2 for the period of July 1, 2016 through June 30, 2017, and Exhibit B-3 for the period of July 1, 2017 through June 30, 2018 of this Agreement. In no event shall the overall budget amount be exceeded without a formal amendment to this Agreement

9. Add Exhibit B-3, Line Item Budget for Fiscal Year 2017-2018.

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

**Exhibit B-3
Line Item Budget
FY 2017-2018**

Budget Category	FY 17/18 Annual Budget
Direct Program Costs	
Director(.05FTE @\$44.86/hr)	\$ 4,665.78
Resource Spec (1FTE @\$23.56/hr)	49,004.80
Fringe-36.5%	19,589.76
Total Salaries& Benefits	73,260.34
Technolgy Expenses	
Sub contract Interface call center	73,000.00
Icarol 211 database subscription	4,500.00
AIRS dues	200.00
211 CA dues	900.00
Mission web website management & updates	1,000.00
Total Technology Cost	79,600.00
General Expenses	
Communications	500.00
Mileage	2,500.00
Training and Conference	200.00
Database Updates	1,500.00
Office Supplies	500.00
Printing and Outreach	2,300.00
Postage/Mailing	50.00
Insurance	200.00
Equipment Lease	1,750.00
Rent & Utilities	2,650.00
Total General Operating	12,150.00
Sub total Program Expenses	\$165,010.34
Indirect Costs	9,736.66
Total Cost:	\$174,747.00

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Third Amendment to the Agreement between the County of Santa Barbara and Community Action Commission of Santa Barbara County (CAC).

IN WITNESS WHEREOF, the parties have executed this *Third* 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:

Community Action Commission of Santa Barbara

By: _____
Department Head

By: _____
Authorized Representative

Name: Fran Forman

Title: Executive Officer

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