

**THIRD 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**

Third Amendment

This is a *Third Amendment (Third Amendment to the Agreement)* to the Agreement for Services of Independent Contractor, number BC#23-095 by and between the **County of Santa Barbara (COUNTY)** and **Community Action Commission of Santa Barbara County dba CommUnify (CONTRACTOR)**.

WHEREAS, on June 28, 2022, COUNTY approved the Agreement for Services of Independent Contractor, number BC#22-062, (Agreement) with CONTRACTOR for the provision of 211 Helpline Services;

WHEREAS, the initial term of the Agreement commenced on July 1, 2022, and is set to expire on June 30, 2023;

WHEREAS, on June 16, 2023, 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, 2023 through June 30, 2024 (First Extension Period);

WHEREAS, on January 23, 2024, the COUNTY approved the Second Amendment to the Agreement with CONTRACTOR to amend the Statement of Work, Payment Arrangements, Disaster Activation Services and Terms, and incorporate the 211 Helpline Communication and Disaster Activation Process Flowchart; and

WHEREAS, the parties now desire to amend the Agreement to extend the term for one additional year commencing on July 1, 2024, through June 30, 2025 (Third 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 Third Extension Period, CONTRACTOR shall commence performance on **July 1, 2024** and end performance upon completion, but no later than **June 30, 2025** unless otherwise directed by COUNTY or unless earlier terminated. The COUNTY at the end of the original Agreement term has an option to renegotiate renewals. A renewal determination will be contingent upon the satisfactory achievement of agreed upon performance measures and available funding.

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**, for the period of July 1, 2022 through June 30, 2023, and **EXHIBIT B-2** Revised January 2024, and **REVISED EXHIBIT D** for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-3**, for the period of July 1, 2024 through June 30, 2025, 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**, or as specified in **REVISED EXHIBIT D**. Unless otherwise specified on **EXHIBIT B** or **REVISED EXHIBIT D**, payment shall be net thirty (30) days from presentation of invoice.

3. Section 36, **MANDATORY DISCLOSURE**, of the Agreement is amended to state in its entirety:

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY whenever it has credible evidence of the commission of all violations of Federal criminal law involving fraud, bribery, or gratuity violations found in violation of Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733). The disclosure shall be in writing to the Federal agency, the agency's Office of Inspector General, and the COUNTY. 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 OR 45 CFR §75.371. Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.

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 **\$200,933** for the period of July 1, 2022 through June 30, 2023, and not-to-exceed **\$236,333** for the period of July 1, 2023 through June 30, 2024, *and not-to-exceed **\$251,950** for the period of July 1, 2024 through June 30, 2025, as applicable.*

The not-to-exceed contract amount of \$251,950 is a combined total cost of \$226,950 total County cost and \$25,000 Disaster Activation Contingency Fund. Disaster Activation Services will only be expended per terms of Revised EXHIBIT D, and not considered billable under annual contract terms.

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 10,000 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 – REVISED STATEMENT OF WORK** and **REVISED EXHIBIT D – DISASTER ACTIVATION SERVICES & TERMS** 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, 2022 through June 30, 2023 and **EXHIBIT B-2 revised January 2024 (Line Item Budget)** for the period of July 1, 2023 through June 30, 2024, and **EXHIBIT B-3 (Line Item Budget)** for the period of July 1, 2024 through June 30, 2025 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 January 2024, or EXHIBIT 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.
7. Add **EXHIBIT B-3**, Line Item Budget, for FY 2024-2025 as attached.

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

**EXHIBIT B-3
LINE ITEM BUDGET**

Fiscal Year 2024 - 2025

211 Helpline Budget (DSS I & R)	
Direct Program Costs	
Director	\$6,873.54
Program Manager 80%	\$53,224.00
Fringe 30.5%	\$23,106.86
Total Salaries & Benefits	\$83,204.40
Technology Expenses	
Interface call center	\$110,825.86
Icarol 211 database subscription	\$5,671.00
AIRS dues	\$225.00
211 CA dues	\$1,000.00
Mission web website management & updates	\$1,800.00
Total Technology Cost	\$119,521.86
Basic Overhead	
Communications	\$300.00
Mileage	\$1,200.00
Training and Conference	\$3,000.00
Office Supplies	\$600.00
Printing and Outreach	\$300.00
Postage/Mailing	\$300.00
Insurance	\$200.00
Equipment Lease	\$600.00
Rent & Utilities	\$3,725.00
Total Basic Overhead	\$10,225.00
Expenditures	
Subtotal Program Expenses	\$212,951.26
Indirect Costs	\$22,998.74
Total 211 Helpline Expenses:	\$235,950.00

Revenues	County Revenue Source	Outside Entity Revenue Source	Total 211 Helpline (County and Outside Entity) Without Disaster Funding
County of Santa Barbara			
Child Support Services	\$6,500		
Housing and Community Development	\$34,650		
Behavioral Wellness	\$23,050		
First 5 Santa Barbara County	\$15,000		
Social Services	\$19,650		
Public Health	\$14,650		
General Fund Contribution	\$113,450		
City of Santa Barbara-Human Services Grant**		\$9,000	
Total Secured Contributions	\$226,950	\$9,000	\$235,950
Disaster Activation Contingency Fund ***	\$25,000		
Total 211 Helpline Costs with Disaster Activation Contingency Fund	\$251,950		

** City of Santa Barbara pays \$9,000 directly to CONTRACTOR to help fund 211.

*** Disaster Activation Contingency Fund will be charged to EOC Activation Fund under the General Fund. Disaster Activation Services will only be expended per terms of Revised EXHIBIT D, and not considered billable under annual contract terms.

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Third 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 Third 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 Habuena*
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: *Steve Lavagnino*
Steve Lavagnino, Chair
Board of Supervisors
Date: 6-25-24

RECOMMENDED FOR APPROVAL:

Social Services

DocuSigned by:
Daniel Melson
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Department Head

CONTRACTOR:

Community Action Commission of Santa Barbara County dba CommUnify

DocuSigned by:
Patricia Keelean
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Authorized Representative
Name: Patricia Keelean
Title: CEO

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
Paul Lee
561262F0B51A41B...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

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Betsy M. Schaffer
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Management

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Risk Management