

FIRST AMENDMENT TO AGREEMENT

Tulare County Agreement Number 24435 is amended on _____, between the COUNTY OF TULARE, hereinafter referred to as "COUNTY" and UNITED WAY OF TULARE COUNTY, INC., hereinafter referred to as 'CONTRACTOR' with reference to the following:

A. The COUNTY and CONTRACTOR entered Agreement No. 24435 on February 9, 2010 for the purpose of providing Mental Health services for patients of the COUNTY'S Mental Health Program under the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Program.

B. The COUNTY and CONTRACTOR agree to amend Agreement No. 24435 to extend the date of termination to June 30, 2011, update Exhibits "A," "B," "B-2," and "B-3."

C. This amendment shall become effective July 1, 2010.

ACCORDINGLY, IT IS AGREED:

I. Effective July 1, 2010 paragraph 1 entitled Term in the original Agreement is hereby revised to identify the new termination date of June 30, 2011.

II. Effective July 1, 2010 Exhibit "A" entitled Services is hereby added in its entirety with the attached Exhibit "A," which Exhibit is made a part of this Agreement by reference.

III. Effective July 1, 2010 Exhibit "B" entitled Compensation is hereby added in its entirety with the attached Exhibit "B," which Exhibit is made a part of this Agreement by reference.

IV. Effective July 1, 2010 Exhibit "B-2" entitled Cost Report is hereby added in its entirety with the attached Exhibit "B-2," which Exhibit is made a part of this Agreement by reference.

V. Effective July 1, 2010 Exhibit "B-3" entitled Budget is hereby added in its entirety with the attached Exhibit "B-3," which Exhibit is made a part of this Agreement by reference.

VI. Except as provided above, all other terms and conditions of Agreement No. 24435 shall remain in full force and effect.

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By _____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
Of Supervisors of the County Of Tulare

By _____
Deputy Clerk

UNITED WAY OF TULARE COUNTY, INC.

Date: _____

By Ernie Hernandez
Title EXECUTIVE DIRECTOR

Date: _____

By Ernie Hernandez
Title EXECUTIVE DIRECTOR

Corporations Code section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By G. Katz
Deputy

Dated 6/4/10



EXHIBIT "A"
Services
Fiscal Year 2010/2011

Contractor: United Way of Tulare County

Program: 211 Referral System

I. INTENT AND GOALS:

A. Systemwide Program Intent and Goals

The goals of the 211 Referral System are to:

1. Provide free access to information and referrals twenty-four hours, seven days per week to government services, community-based organizations, and service providers.
2. Increase access to services to un/underserved populations by reducing language barriers, increasing access methods, and avoiding stigma associated with contacting service providers directly.
3. Increase regional integration of services by creating ties with a neighboring county by participating in the 211 California network.

II. SCOPE OF WORK AND DESCRIPTION OF SERVICES

A. Scope of Work:

CONTRACTOR shall:

1. Provide an access line that will direct callers to available services during times of duress, family or personal crisis, and public emergencies. Available services will include:
 - a. Community-based organizations
 - b. Basic human needs resources
 - c. Physical and mental health resources
 - d. Employment supports
 - e. Support for older Americans and persons with disabilities
 - f. Support for children, youth, and families
 - g. Volunteer opportunities and donations
2. Provide TDD/TTY access for people with hearing impairments and language translation services for inquirers who speak Spanish; and other languages as needed.
3. Provide twenty-four-hour Internet accessibility to further expand the ability of the community to access information and services from their homes or current location without having to provide personal information.

B. Description of Services

1. Location and Business Office Hours

United Way of Tulare County
1601 East Prosperity Avenue
Tulare CA 93274

211 Referral System will be available twenty-four hours each day, seven days each week.

- Refer Software, 172 Highlands Square Dr., #301, Hendersonville, NC 28792 will provide Resource Database and Technical Support
 - Technical support is offered twenty-four hours each day, seven days each week.
- Interface Children Family Services, 1305 Del Norte Rd., Suite 130, Camarillo, CA 93010 will provide twenty-hour call center service for 211 Tulare County
 - Information and Referral Specialists will be available twenty-four hours each day, seven days each week.

2. Minimum Staffing Requirements

CONTRACTOR agrees to provide the level of staffing needed for the 211 Referral System to meet the activities described in this Scope of Work and as detailed in the corresponding Exhibit "B-3," Budget Narrative.

3. Access

211 Referral System will be available twenty-four hours each day, seven days each week, and will be accessible by toll-free number and via Internet.

4. Marketing

A comprehensive Marketing Plan has been drafted and implemented to increase public awareness, objectives, and value of the community.

The plan is targeted to users, funders, public officials, and service providers. UWTC will produce media announcements in both English and Spanish to reach a broader population.

Elements within the Marketing Plan will include media coverage, newspapers, information flyers, and other promotional materials in both English and Spanish. Materials will be distributed at community events, UWTC events, non-profit agencies, school districts, employment fairs, and health fairs.

5. Staff Training

Training will be provided for all aspects of 211 services to paid staff and volunteers in compliance with the Alliance of Information and Referral Systems (AIRS) standards.

Interface Children Family Services call center for Tulare County 211 services will prepare all Call Specialists to provide services through an extensive training program. The training consists of modules focusing on crisis intervention, basic information and referral (I&R), mandated child and elder abuse reporting, cycle of domestic violence and sexual assault, suicide intervention, and training on the types of services available for a variety of needs. New phone line staff training will begin with an instructional phase during which trainee staff study a variety of material, including "The ABC's of I&R" developed by AIRS and shadowing trained staff in how to handle calls and utilize the resource database.

In addition, Call Specialists will be supported by Lead Call Specialists, and the Operations Manager will continually develop skills and participate in regular in-service trainings. This training ensures that Specialists develop the I&R competencies outlined in the AIRS certification program; understand the requirements related to service delivery in the Standards; are able to help inquirers understand and negotiate the complexities of service delivery systems; have a solid grounding in protocols and policies; and are able to use the inquiry component of the database system to record transaction information and identify resources.

UWTC's Resource Specialist will receive training to acquire the knowledge and skills required to maintain a resource database. Staff will also be receiving a three-day training from Refer Software staff, the sub-contracted database provider.

6. Information Referral Process

Information and Referral Specialists (I&R Specialists) will provide callers with agency name, phone number, address, hours of operation, eligibility requirements, and a description of the services provided.

I&R Specialists will conduct a thorough intake to assess the callers need(s). Specialists will identify the need(s) based on the information the caller provides, and callers will be provided with as many referrals as possible per need. If no services are available, I&R Specialists will offer other solutions to the situation(s).

When needed, during the follow-up call, UWTC staff will advocate for clients to obtain services for which they are qualified. Methods for advocating can include calls to the service provider(s), advocate letter, and interpretation services on behalf of the caller.

7. Recordkeeping

CONTRACTOR shall provide reports to the Tulare County HHSA, Department of Mental Health, as required for monitoring and for State reporting requirements.

8. IT System

All tasks requiring IT linkage and interface shall be run through CONTRACTOR's HIPAA-compliant, firewall-protected network.

9. Service Area

CONTRACTOR shall serve the entire Tulare County, with special efforts to reach rural and underserved or unserved areas and populations of the county.

III. OUTCOME AND EVALUATION

A. Number of Individuals/Families to be Served

CONTRACTOR will provide linguistically and culturally appropriate information and referral services to 2,000 Individuals/Families, increase access to services, and identify service gaps within the county.

B. Program Evaluation

a. Individual-Level Outcomes

- CONTRACTOR will collect and maintain call data from the inception of the 211 Referral System.

b. System-Level Outcomes

- Increased awareness of mental health services
- Increased referrals to appropriate mental health services
- Decreased stigma by increasing outreach and awareness

IV. ADDITIONAL EXPECTATIONS

1. CONTRACTOR and any partners or subcontractor(s) will be expected to share information, materials, and findings with the Tulare County HHSA, Department of Mental Health and all agencies identified by the Department. No work developed under the contract may be considered proprietary or may be sold for additional profit.
2. CONTRACTOR may be expected to participate in regular meetings of MHSA grantees in order to disseminate information on project outcomes and to ensure that all contractor(s) can leverage each other's work and experience.
3. Additional monitoring and reporting may be required to address any emergent issues.

Exhibit "B"

Compensation Fiscal Year 2010/2011

Contractor: United Way of Tulare County

Program: 211 Referral System

1. REIMBURSEMENT

- a. COUNTY agrees to compensate CONTRACTOR for allowed costs incurred as detailed in Exhibit "B-3," subject to any maximums and annual cost report reconciliation.
- b. CONTRACTOR shall maintain and make available to COUNTY records of all revenue and grant reimbursement paying for all or part of staff assigned to the Mental Health Services Act 211 Referral System.
- c. It is COUNTY's expectation that required reports will be submitted within 30 days of the end of each month. CONTRACTOR may not be paid if required reports are not submitted in a timely manner.
- d. COUNTY agrees to make all payments under this Agreement to CONTRACTOR within thirty (30) days of CONTRACTOR's submission of all required documentation and in accordance with COUNTY's normal payment cycle.

2. REIMBURSEMENT CATEGORY

- a. Mental Health Services Act
 - o Non-Medi-Cal Operational/Administration expenditure cost may be reimbursed up to a maximum of \$200,439 for Fiscal Year 2010/2011. The CONTRACTOR understands and agrees that the COUNTY may not make payments to the CONTRACTOR above the Mental Health Services Act 211 Referral System maximum unless an amendment to the contract maximum is approved by the Tulare County Board of Supervisors.

The amounts noted above are set forth in the budgets, attached hereto as Exhibit "B-3" and incorporated herein by reference. The budget as defined in Exhibit "B-3" may be adjusted by CONTRACTOR between line-items in amounts not to exceed ten percent (10%) without COUNTY approval. Adjustments made by CONTRACTOR between line-items exceeding ten percent (10%) must be approved by the Tulare County Director of Mental Health. No change to the contract maximum may be made unless an amendment to this agreement is approved by the Tulare County Board of Supervisors.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Services Act Unit for expenditures incurred, no later than fourteen days after the end of the month in which those expenditures were incurred.
- b. CONTRACTOR shall submit invoices for operating expenditures incurred using the format detailed in Exhibit "B-4."

Exhibit "B-2"

**Cost Report
Fiscal Year 2010/2011**

Contractor: United Way of Tulare County

Program: 211 Referral System

A. ANNUAL COST REPORT

CONTRACTOR shall submit an annual Mental Health Cost Report on or before the last day of the fourth month following the close of each COUNTY fiscal year, or on or before the last day of the fourth month following the termination of this Agreement. Extension of time to file the cost report at any later date must be approved in writing by the Tulare County HHS Director of Mental Health Services, the Deputy Director of Clinical Services, or the Assistant Director of Administration. Such cost report shall be prepared in accordance with the requirements set forth in the California Department of Mental Health's Cost Reporting/Data Collection Manual and must be submitted on appropriate California Department of Mental Health fiscal year forms. Program cost shall be paid from MHSA funds. If the Annual Cost Report is submitted late, the CONTRACTOR understands and agrees that COUNTY may not make further payments to CONTRACTOR until the Annual Cost Report is submitted.

Exhibit "B-3"
FY 2010/2011 Budget

Contractor: United Way of Tulare County
Program: Reducing Disparities in Access to Mental Health Services – 211 Referral System

Proposed Expenses and Revenues		Total
1. Personnel (list classifications and FTEs)		
a. Salaries, Wages		
Direct Services	FTE	\$0
Resource and Outreach Specialist	1.00 FTE	\$32,000
Clerical Assistant	0.25 FTE	\$7,800
Support & Indirect	FTE	\$0
Director of Community Impact	0.20 FTE	\$8,400
Director of Resource Development	FTE	\$0
Office Manager	0.15 FTE	\$6,300
Executive Director	0.05 FTE	\$3,500
		\$0
b. Benefits and Taxes @ 20%		\$11,600
c. Total Personnel Expenditures		\$69,600
2. Operating Expenditures		
a. Facility Cost		\$0
b. Staff supports for direct service:		\$25,960
	Mileage	\$15,000
	Car insurance	\$0
	Cell phone purchases and plan fees	\$0
	Outreach and Engagement expenses:	\$10,960
c. General Office Expense:		\$20,445
	Office /rent	\$5,200
	Computers, software and supplies	\$4,600
	Copier, fax, printer expenses	\$1,945
	Postage	\$500
	Staff meetings	\$0
	other (Phone/Comm)	\$6,000
	Utilities/Maintenance	\$0
	Insurance	\$2,200
d. Training & Conferences:		\$4,000
	Course Expense	\$600
	Travel Expenses	\$2,500
	Per Diem	\$900
e. Program Oversight and Evaluation:		\$6,600
	Audit expense	\$6,600
	Corp Allocation	\$0
	Evaluation expense	\$0
f. Indirect Cost or Overhead Percentage		\$16,734
g. Other Operating Expenses (Subcontract with call center)		\$57,100
h. Total Operating Expenses		\$200,439
1. Total FY 09/10 Unspent requested for rollover to FY 10/11		\$36,639
2. Total Funding Requested for PEI Project		\$200,439
3. Total In-Kind Contributions		\$0

Exhibit "B-3"
FY 2010/2011 Budget

Contractor: United Way of Tulare County
Program: Reducing Disparities in Access to Mental Health Services – 211 Referral System

This budget reflects all direct and indirect expenses to comply with United Way of Tulare County's (UWTC) financial policies and procedures and which meets best practices relative to complete disclosure and transparency.

PERSONNEL EXPENDITURES – (Total - \$69,600)

Resource and Outreach Specialist

- Annual (12-month) salary: \$ 32,000
- Full-time equivalent (FTE) percentage: 1.0 FTE (for 12 months)
- Employee's project-related salary expense: $(\$32,000 / 12 \text{ months}) \times 1.0 \text{ FTE} = \underline{\underline{\$32,000}}$

Duties include but are not limited to:

- Outreach/Networking
 - ⇒ Conduct outreach to service providers, local city governments, and government agencies
 - ⇒ Develop and maintain strong relationships with direct service providers and agencies listed in the 211 resource database
 - ⇒ Meets one-on-one with service providers to update program information, to identify service gaps, and to identify resources needed.
 - ⇒ Participate in local network meetings
- Marketing
 - ⇒ Promote 211 services, especially in unincorporated communities
 - ⇒ Participating in local community events to promote 211
- Database maintenance
 - ⇒ Monitors and updates resources in the resource database
 - ⇒ Monitor I&R Specialists/ database quality control
- Providing contracted call center with significant database changes in areas such as:
 - ⇒ Seasonal Programs
 - ⇒ Special Programs
- Conducting follow-up calls seventy-two hours after initial contact
 - ⇒ Ensure service were received
 - ⇒ Provide advocacy
- Reports
 - ⇒ Generate reports to analyze service gaps and access to 211.
 - ⇒ Preparing reports for funders and other stakeholders

Exhibit "B-3"
FY 2010/2011 Budget

Contractor: United Way of Tulare County
Program: Reducing Disparities in Access to Mental Health Services – 211 Referral System

Clerical Assistant

- Annual (12-month) salary: \$31,200
- Full-time equivalent (FTE) percentage: 0.25 FTE (for 12 months)
- Employee's project-related salary expense: $(\$31,200 / 12 \text{ months}) \times 0.25 \text{ FTE} = \underline{\$7,800}$

Duties include but are not limited to:

- Perform general administrated duties
- Assists with distributing 211 marketing material
- Assists with follow-up calls if necessary

Director of Community Impact

- Annual (12-month) salary: \$42,000
- Full-time equivalent (FTE) percentage: 0.20 FTE (for 12 months)
- Employee's project-related salary expense: $(\$42,000 / 12 \text{ months}) \times 0.20 \text{ FTE} = \underline{\$8,400}$

All duties include but are not limited to:

- Provides supervision to 211 Tulare County
- Staff Officer to 211 Advisory Committee
- Responsible for interfacing with contracted call center personnel
- Assists Executive Director with resource development
- Ensures that all reporting deadlines are met
- Monitors state and federal legislation related to 211
- Participates in statewide 211 network

Office Manager

- Annual (12-month) salary: \$42,000
- Full-time equivalent (FTE) percentage: 0.15 FTE (for 12 months)
- Employee's project-related salary expense: $(\$42,000 / 12 \text{ months}) \times 0.15 \text{ FTE} = \underline{\$6,300}$

Duties include but are not limited to:

- Provides supervision to 211 staff
- Provides administrative support to all aspects of 211 Tulare County
- Monitors 211 budget and provides monthly fiscal reports
- Monitors compliance with all application policies, procedures, and certification guidelines

Executive Director

- Annual (12-month) salary: \$70,000
- Full-time equivalent (FTE) percentage: 0.05 FTE (for 12 months)
- Employee's project-related salary expense: $(\$70,000 / 12 \text{ months}) \times 0.05 \text{ FTE} = \underline{\$3,500}$

Duties include but are not limited to:

- Responsible for obtaining financial support for 211 Tulare County
- Participates in 211 de-briefings
- Ensures that the UWTC Executive Committee and Board of Directors are kept informed of 211 activities
- Is accountable for all aspects of 211 Tulare County

Exhibit "B-3"
FY 2010/2011 Budget

Contractor: United Way of Tulare County
Program: Reducing Disparities in Access to Mental Health Services – 211 Referral System

Benefits @ 20% of salaries – This line item includes costs related to health insurance, retirement, and payroll taxes. **Total Salaries: \$58,000 x 20% = \$11,600**

OPERATING EXPENDITURES– (Total – \$130,839)

A. Facility Cost: N/A

B. Staff support for direct service: (\$25,960)

Mileage – \$15,000: This line item includes travel costs related to local, regional and state 211 meetings specific 211 activities.

Outreach and Engagement expenses – \$10,960: This line item includes costs associated with promoting 211 Tulare County such as information cards, pens, magnets, billboards, and media advertising.

C. General Office Expense: (\$20,445)

Office/Rent – \$5,200: Includes space usage and utility for two office spaces. The 211 budget accounts for approximately 30% of the space related costs.

Computers, Software and Supplies – \$4,600: This line item includes office supplies such as paper, printer cartridges, pens, pencils, etc. as well as technical support for all computer needs aside from database technical support.

Copier, Fax, and Printer Expenses – \$1,945: This line item includes costs of printing 211 related materials.

Postage and Mailing – \$500: This line item covers the cost of mailing letters, grant solicitations, and general correspondence.

Other (Phone/Communication) – \$6,000: This line item includes projected cost of the 211 telephone line, internet fees, cell phones, and phone system step up costs for the three digit dialing code, 211.

Utilities/Maintenance – This cost is included in the indirect expenses.

Insurance – \$2,200: This line item includes costs for general liability insurance

D. Training & Conferences - (\$4,000)

Course Expenses – \$600: Training will include state, regional and national 211 training and/or conferences that may be sponsored by CAIRS, AIRS, or United Way of California or United Way World Wide.

Exhibit "B-3"
FY 2010/2011 Budget

Contractor: United Way of Tulare County
Program: Reducing Disparities in Access to Mental Health Services – 211 Referral System

Travel Expenses – \$2,500: This line item includes transportation and lodging.

Per Diem – \$900: This line item includes meals.

E. Program Oversight & Evaluation – (\$6,600)

Audit Expense – This cost includes 35% of the cost of the annual audit.

F. Indirect Cost or Overhead Percentage - (\$16,734)

These line items are base on approximately 15% of the personnel, administrative and other expenses total.

G. Other Operating Expenses - (\$57,100)

Subcontractors – This section of the budget includes subcontracting 211 services to a call center. The cost is based on projected call volume.

REVENUES

1. Total Funding Requested for PEI Project - \$200,439
2. Total In-Kind Contributions - \$0