

ATTACHMENT D-3

Second Amendment to the Agreement for Services of Independent Contractor for 211 Helpline Services



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

December 15, 2020

Present: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

SOCIAL SERVICES

File Reference No. 20-00975

RE: Consider recommendations regarding a Second Amendment to the Agreement with Community Action Commission of Santa Barbara County dba CommUnify for 211 Helpline Service, as follows: (4/5 Vote Required)

- a) Approve, ratify and authorize the Chair to execute the Second Amendment to the Agreement with Community Action Commission of Santa Barbara County dba CommUnify, a local vendor, to provide the 211 Helpline Service for Fiscal Year 2020-2021 for a total contract amount not to exceed \$154,437.00 for the period from July 1, 2020 through June 30, 2021;
- b) Approve Budget Revision Request No. 0007303 to increase appropriations by \$31,337.00 in Fiscal Year 2020-2021 in the Department of Social Services Fund 0055; and
- c) Determine that the activity is not a "Project" subject to California Environmental Quality Act (CEQA) review per CEQA Guideline Section 15378(b)(5), since the activity is an organizational or administrative activity of government that will not result in direct or indirect physical changes in the environment.

A motion was made by Supervisor Williams, seconded by Supervisor Hartmann, that this matter be acted on as follows:

- a) **Approved, ratified and authorized; Chair to execute; and**
- b) **and c) Approved.**

The motion carried by the following vote:

Ayes: 5 - Supervisor Williams, Supervisor Hart, Supervisor Hartmann, Supervisor Adam, and Supervisor Lavagnino

**SECOND 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

Second Amendment

This is a *Second Amendment* (*Second 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); and

WHEREAS, the parties now desire to amend Agreement to revise Budget for Fiscal Year 20-21 and to revise the Statement of Work.

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. Amend Agreement so references to Community Action Commission of Santa Barbara County are now Community Action Commission of Santa Barbara County dba CommUnify.

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, 2019 through June 30, 2020, and **EXHIBIT B-2 revised October 2020**, for the period of July 1, 2020 through June 30, 2021, 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.

3. 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.

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.

4. 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 and **EXHIBIT B-2 revised October 2020 (Line Item Budget)** for the period of July 1, 2020 through June 30, 2021, 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.

5. 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, 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.

6. Replace **STATEMENT OF WORK** with **REVISED STATEMENT OF WORK** as attached.

7. Replace **EXHIBIT B-2**, with **EXHIBIT B-2 Revised October 2020**, Line Item Budget, for FY 2020-2021 as attached.

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

EXHIBIT A

REVISED STATEMENT OF WORK

BACKGROUND

Authority for the operation of 211 *Helpline Service* using the three-digit dialing code was first enacted by the Federal Communication Commission (FCC) in 2000. The FCC found that there was a demonstration of sufficient public benefit to justify the use of scarce resources and assigned 211 to be used for access to community information and referral services. The FCC charged each state with the task of implementing the program. The FCC's regulatory framework was based upon the set of national program and operational standards put forward by the United Way of America and the Alliance of Information and Referral Services, the two major national leaders in the 211 movement.

In California, the California Public Utilities Commission (CPUC) is responsible for the operation, oversight, regulation and authority for 211. The services are typically carried out by local organizations approved by the CPUC to use the 211 dialing code to serve specific counties. Information and referral centers seeking to utilize the 211 dialing code apply to the CPUC for rights to use the service. A CPUC ruling states, "The use of the 211 dialing code has the potential to provide California with easy access to information concerning child care services, housing assistance, physical and mental health resources, aging and hospice services, educational and other programs. Such information is not currently available through the 911 emergency code or the 311 non-emergency code." Currently, 93 percent of the state's population has access to 211. Nationally, 211 covers 82 percent of the US population.

211 was implemented in Santa Barbara County in 2005. Until June of 2013, the Family Services Agency served as the local host organization for *the* 211 Helpline Service to the community. Over 16,000 calls annually were received in Santa Barbara County with FSA posting a 93% citizen satisfaction rating. The service provides multilingual (150 languages) access to health and human services 24 hours a day, seven days a week, at no cost to the caller. The 211 Helpline Service is available to every resident of Santa Barbara County allowing access to over 2,000 health and human services and disaster relief and public information countywide.

Great support was expressed for the need for and the continuation of the 211 Helpline Service. Given the support expressed by the community, the County Executive Office continued to work with multiple stakeholders to sustain *the* 211 Helpline Service.

The Community Action Commission of Santa Barbara County dba CommUnify has an ongoing role as the 211 local community host and 211 Helpline Service. The 211 Helpline Service also provides local disaster response public information to the Santa Barbara County community at large. This program operates as a free resource on behalf of all County residents 24 hours a day, seven days a week, in over 150 languages.

As the County continues to respond to COVID-19, there is an increased need for ongoing support for the 211 Helpline Service. The Santa Barbara County Board of Supervisors adopted a contract with the County Emergency Management Office (OEM) and the Joint Information Center (JIC) on September 20, 2020 to provide additional funding for the COVID-19 related information and referral calls.

Scope of Services

CONTRACTOR shall administer the 211 *Helpline Service* by providing resource database maintenance, reporting, community outreach and subcontracting with Interface Children and Family Services (Interface) for call center services to provide a 24/7 Helpline.

Duties and Responsibilities

CONTRACTOR shall be responsible for:

- A. *Providing high quality information and referral services to 211 callers and those using 2-way text messaging.*
- B. 211 Outreach and Community Relationship Building – Plan an outreach strategy and complete outreach with local organizations, develop and distribute outreach materials, and direct outreach to the public. Ten annual events shall be conducted (two in Lompoc, four in Santa Maria, and four in Santa Barbara).
- C. 211 Website Maintenance – Ensure that the 211 website is accessible 24 hours a day, seven days a week.
- D. 211 Reporting – Provide reporting necessary to stakeholders, funders, and the statewide 211-*membership* organization.
- E. Conducting effective advertising and marketing campaign to create awareness of 211.
- F. Working collaboratively with the COUNTY to pursue future funding to sustain the 211 Helpline Service.
- G. Gathering information from providers to enter into the iCarol software system database in a concise, heavily edited format to fit the requirements of 211 standards.
- H. Providing 211 *Helpline Service* database maintenance. This includes the annual update process and updating on an ongoing basis in a timely manner in response to notification (from callers, the public, community partners, etc.) that existing information is incorrect.
- I. Subcontracting with Interface to:
 1. Provide culturally competent 24/7 Helpline with trained staff who assess needs, de-escalate challenging situations and provide information and referrals to COUNTY's Department of Social Services (DSS) based on the needs of the caller and provide an on-line resource directory.
 2. Capture *COVID-19/disaster* helpline service calls independent of other calls.
- J. Monthly monitoring and tracking the number of *presented* calls received *and 2-way-text conversations by 211 Helpline Service.*

Reporting Requirements

CONTRACTOR shall submit the following to COUNTY:

- A. A comprehensive monthly staff time and program activity log with associated costs shall be maintained and submitted by the CONTRACTOR with its monthly invoices to the COUNTY. The program activity log shall document the activities conducted for this Agreement and by whom and when. It shall also document the results of the activities conducted for this Agreement.
- B. *Data on call volume and trends, including calls by city and DSS program will also be submitted monthly.*
- C. *For historical preservation of 211 Helpline Service call volume, monthly data reporting will include Information & Referral Calls (IRC) funded by this Agreement, as well as, COVID-19/Disaster calls funded by the Agreement with the Emergency Operations Center in the following categories:*

- a. *Number of presented calls, call abandoned, and non-211 calls (for non-disaster IRC and COVID/Disaster related calls).*
 - i. *Calls presented or offered is the number of calls available for agents to answer.*
 - ii. *Calls abandoned is the number of calls received but terminated by the caller before they speak to an agent.*
 - iii. *Non-211 calls are those that do not result in information or referrals to health and human services resources.*
- D. Submit a copy of the subcontract and any subsequent amendments between Interface and CONTRACTOR to the COUNTY.

Performance Measures

CONTRACTOR shall maintain the following performance measure requirements:

1. Maintain iCarol database information to be current, or less than one (1) year old.
2. Maintain the uptime of 211 website at a minimum of 90 percent to remain accessible and provide referrals.
3. Increase the number of combined 211 call volume and website sessions by at least 20 percent.
4. 211 information and referral text messages shall be provided to at least 10 percent of callers.

EXHIBIT B-2 REVISED OCTOBER 2020

LINE ITEM BUDGET

FY 2020-2021

Budget Category		FY 20-21 Annual Budget
<u>Direct Program Costs</u>		
Director(.03FTE@\$47.68/hr)		\$ 2,976.00
Program Manager (.86FTE@\$27.37/hr)		\$ 48,959.00
Fringe – 35.5%		\$ 18,177.00
Total Salaries& Benefits		\$ 70,112.00
Technology Expenses		
Interface call center		\$ 71,630.00
Icarol 211 database subscription		\$ 5,460.00
AIRS dues		\$ 200.00
211 CA dues		\$ 900.00
Mission web website management & updates		\$ 900.00
Total Technology Cost		\$ 79,090.00
Basic overhead		
Communications		\$ 500.00
Mileage		\$ 927.86
Training and Conference		\$ 0.00
Office Supplies		\$ 250.00
Printing and Outreach		\$ 250.00
Postage/Mailing		\$ 50.00
Insurance		\$ 200.00
Equipment Lease		\$ 600.00
Rent & Utilities		\$ 3,725.00
		\$ 6,102.86
Subtotal Program Expenses		\$ 155,304.86
Indirect Costs		\$ 16,433.00
Total 211 Helpline Cost:		\$ 171,737.86
Total COUNTY Cost*		\$ 154,437.00
<p>* City of Santa Barbara pays \$17,304 directly to CONTRACTOR to help fund 211. Therefore, total budget for CONTRACTOR to run 211 Helpline is \$171,738 and the not to exceed total COUNTY cost is \$154,437.</p>		

Expenditures			FY 2020-2021 Annual Budget
Subtotal Program Expenses			\$ 155,304.86
Indirect Costs			\$ 16,433.00
Total 211 Helpline Cost:			\$ 171,737.86
Total Revenues			
Secured Contributions	County	Outside Entity	
Housing & Community Development	\$15,000.00		
SB County Alcohol Drug & Mental Health Services	\$18,400.00		
SB County First 5	\$15,000.00		
SB County Social Services	\$15,000.00		
SB County Public Health	\$10,000.00		
County General Fund	\$49,700.00		
County Executive Office	\$6,170.00		
Prior Year Unexpended Funds	\$21,602.00		
City of Carpinteria	\$3,565.00		
City of Santa Barbara-City Human Services Grant*		\$17,304.00	
Total Secured Contributions	\$154,437.00	\$17,304.00	\$ 171,737.86
Revenue Shortfall			\$ 0.00
Total COUNTY Cost*			\$154,437.00

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Second 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 Second Amendment to the Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:


Gregg Hart, Chair
Board of Supervisors

Date: 12-15-20

RECOMMENDED FOR APPROVAL:

Social Services

By: 
Department Head

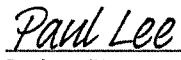
CONTRACTOR:

Community Action Commission of Santa
Barbara County dba CommUnify

By: _____
Authorized Representative
Name: Patricia Keelean
Title: Executive Director

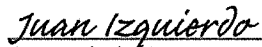
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Paul Lee (Nov 24, 2020 12:05 PST)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Juan Izquierdo (Nov 24, 2020 13:07 PST)
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

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ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Gregg Hart, Chair
Board of Supervisors

Date: _____

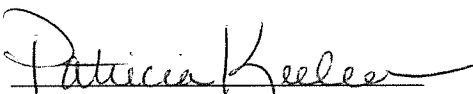
RECOMMENDED FOR APPROVAL:

Social Services

CONTRACTOR:

Community Action Commission of Santa
Barbara County dba CommUnify

By: _____
Department Head

By: 
Authorized Representative

Name: Patricia Keelean

Title: Executive Director

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management