

**COUNTY OF MONTEREY**

ORIGINAL

AMENDMENT # 1 to AGREEMENT # A-12503

**ACTION Council of Monterey County**

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and ACTION Council of Monterey County (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for leadership and coordination of the Differential Response Program, between the parties executed on July 18, 2013, (hereinafter, "Original Agreement ") by **adding \$66,330 for an expansion of service to CalWorks Welfare-to-Work Family Stabilization families**, increasing the total contract amount to **\$993,656**. Therefore, the parties agree:

1. Section 1 of the Original Agreement is amended to read as follows:

**1. GENERAL DESCRIPTION:** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide coordination and administration of the Differential Response Program (aka Pathways to Safety).

2. Section 2 of the Original Agreement is amended to read as follows:

**2. PAYMENTS PROVISIONS:** COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$993,656**.

3. Section 4 of the Original Agreement is amended to read as follows:

**4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:** The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSS Additional Provisions
<b>Exhibit CC</b>	<b>Budget</b>
<b>Exhibit DD</b>	<b>Invoice</b>
Exhibit E	Child Abuse and Neglect Reporting
Exhibit F	HIPPA Business Associate Agreement
Exhibit G	Lobbying Certification
Exhibit H	Audit Requirements

4. Sections 1.01, 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

**1.01 Monthly Claims by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) day of each month CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit DD**.

**1.02 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

5. Exhibits A, C, and D of the Original Agreement are rescinded, and replaced by Exhibits AA, CC and DD, attached.

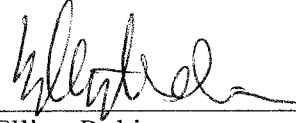
Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

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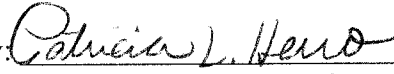
If there is any conflict or inconsistency between provisions of this Amendment and the Original Agreement, the provisions of this Amendment shall control in all respects.

IN WITNESS HEREOF, the parties hereby execute this Amendment as follows:


**COUNTY OF MONTEREY:**

By:   
Elliott Robinson  
Director, DSS  
Date: 2/24/14

**CONTRACTOR:**

ACTION Council of Monterey County  
By:   
(Chair, President, Vice-President)  
Patricia L. Herro Ch  
(Print Name & Title)  
Date: 2/18/14

**Approved as to Form:**

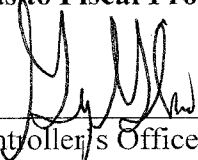
  
Deputy County Counsel  
Date: 2-19-14

By:   
(Secretary, CFO, Treasurer)

Wendy LaRiviere, Treasurer  
(Print Name and Title)

Date: Feb. 18, 2014

**Approved as to Fiscal Provisions:**

  
Auditor-Controller's Office  
Date: 2-12-14

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Action Council of Monterey County  
July 1, 2013 to June 30, 2014**

**I. CONTACT INFORMATION**

Contractor Name: ACTION Council of Monterey County

Mailing Address: 295 Main St., Suite 300  
Salinas, CA 93901

Contact Person: Larry Imwalle  
Phone (831) 783-1244 Fax (831) 783-1276

County Contract Monitor: Daniel Bach  
Management Analyst III  
Family and Children's Services  
1000 S. Main Street, Ste. 205  
Salinas, CA 93901  
(831) 796-3525 Fax (831) 755-4600

**II. SERVICES TO BE PROVIDED**

Contractor shall act as lead agency/coordinator for Differential Response. Differential Response (DR) is also known as Pathways to Safety (P2S). This strategic approach to evaluating and improving family and child well-being, improves a community's ability to keep children safe. "This is accomplished by responding earlier and more meaningfully to reports of abuse and neglect, before family difficulties escalate to the point of harm" (What Works Policy Brief; Foundation Consortium for California's Children and Youth).

**Services for Child Welfare:**

The County shall, in collaboration with Contractor, authorize work performed as determined by funding opportunities, timelines, work requirements, and project needs.

Contractor shall provide administration, leadership and assessment. Contractor will directly provide and/or supervise services to fully support a community-based Differential Response Network in Monterey County, including:

## Exhibit AA

- Development of sub contracts with timelines for implementation of Path I, Path II and Path III.
- Integrate Path I support through associations with the Family Resource Centers in Monterey County.
- Facilitate training to introduce, promote and prepare key community stakeholders.
- Monitor and assess an ongoing plan for community capacity building.
- Develop and present DR fiscal strategies, current strengths, and barriers to community-based organizations, local foundations, Board of Supervisors, Children's Council, and interagency partners. Assist in generation of public support and marketing plan. Present revenue maximization strategies to local funders to showcase potential community impact of leveraging.
- Seek grant funding for DR through public and private funding sources. Prepare grants appropriate to those funding sources, if available.
- Maintain and support ETO, a system of receiving and distributing referrals for community response.
- Prepare appropriate materials for support of DR and conduct collaborative meetings with DSS to ensure information is provided to staff and community.
- Develop and distribute a comprehensive program manual for use by staff.
- Continued research on community capacity and data tracking for Differential Response through the use of ETO Software.
- Engage a research entity to conduct secondary evaluation of P2S data for validation of current business practice.
- Provide Software support to community sub-contractors.
- Provide research and evaluation to allow for change in structure, service needs and ongoing identification of systemic barriers. Include tools for overall evaluation of DR implementation and service provision.
- Provided feedback, reports and back up documentation as needed for Pathways to Safety.
- Begin preparations for a community process to allow for DR direct service to move to a community provider who is invested in the foundations and philosophy of early intervention and prevention.

CONTRACTOR shall develop and support a full time Family Case manager as an adjunct for early intervention and prevention.

CONTRACTOR shall provide family case management services to families referred by Department of Social Services, Family and Children's Services social workers. The emphasis of the program is to provide prevention and early intervention services to families who are involved in the Child Welfare system.

## Exhibit AA

Community Case Management services will include regular home visits (if appropriate), a thorough family needs assessment, development of a case plan with goal-setting, information and referral, resource brokering, leadership training for community involvement, and any other services which may assist the family. The Community Case Manager will attend TDMs when appropriate. The Community Case Manager will meet regularly with FCS Social Workers and will provide information regarding the families receiving case management services.

The CONTRACTOR will provide a continuum of services to families who are at risk of child abuse. Prevention and early intervention services will be the focus of the services offered. The program goals include child abuse prevention, improved communication within the family, family self-sufficiency and leadership, and increased affiliation with school and community.

The Community Case Manager shall conduct intensive home-based services. The Community Case Manager will:

- Work primarily with families that tend to be isolated or have other risk factors that might make them at risk of child abuse with an emphasis on young children under six years old
- Provide a continuum of care that assists isolated families and encourages them to access community based resources.
- Assure that the families will be referred from a variety of sources such as Parents as Teachers, DSS, WIC, schools and local preschools and childcare facilities.
- Provide appropriate records and data collection as necessary for case coordination and development of required reports
- Serve a minimum target population of 20 families in a one-year period utilizing a family support, primarily home-based, long-term case management model.
- Provide weekly service contacts and monthly support/educational groups.
- Document all work in Efforts to Outcomes, Case Management Software.

The objective of the family case management model is to assist families who are at risk of child abuse long before they become part of the child protective system. However, if the Family Advocate or Community Liaison does work with a family involved with child welfare, they will meet and coordinate with the DSS Social Worker, when appropriate.

CONTRACTOR shall evaluate program effectiveness using a standardized family assessment tool for all case managed families. The objective is that of the total number of families participating in long-term case management

services, the majority will show improvement. The Community Case Manager will complete, in a timely manner, all required forms and reports as requested.

**Services for CalWORKS:**

The County shall, in collaboration with the CONTRACTOR, authorize work performed as determined by funding opportunities, timelines, work requirements, and project needs.

Contractor shall provide administration, leadership and assessment. Contractor will directly provide and/or supervise services to fully support/develop a community-based Family Stabilization Pilot for Monterey County Department of Social Services, CWES, as defined in AB 74, which enacted additional changes, including improvements to the process for initial engagement of CalWORKS clients in the Welfare-to-Work (WTW) program, known as Family Stabilization (FS). This program shall mirror the principals and values established with P2S, but align to requirements established by CWES.

FS provides intensive case management and services that may be in addition to those provided by the County's WTW program to clients who are experiencing an identified situation or crisis. The goal of FS is to support remediation of the situation or crisis and assist in clients' transition to WTW 24-Month Time Clock activities that are best aligned with their continued success in the CalWORKS program. W&I Code Section 11325.24 (a) (2) further defines the type of situation or crisis that may qualify a client for FS. These situations or crises include, but are not limited to:

- Homelessness or imminent risk of homelessness;
- A lack of safety due to domestic violence; and/or
- Untreated or undertreated behavioral needs, including mental health or substance abuse-related needs.

Family Resource Specialist (FRS) case managers will develop a realistic plan that assists the family in resolving the identified situation or crisis that:

- Assesses the suitability of the family's living situation, physical and emotional health, and safety;
- Provides intensive case management and referrals to appropriate services needed to assist the family;
- Reduces the chance of re-occurring crises;
- Enhances the family's ability to resolve issues; and
- Monitors each family's progress toward making the necessary changes to improve the situation or crisis.

In addition, FRS case managers shall:

- Ensure that each family understands the program and services available.
- Provide prompt referrals to appropriate community services needed to assist the family in order to be involved concurrently, or transition into WTW 24-Month Time Clock activities.
- Develop a case FS plan in order to assist the family to regain stability and ultimately enroll in a WTW plan.
- Frequent and on-going contact with each family, ranging from daily to weekly, depending on level of need and progress in FS, via phone and/or in-person, along with service providers to determine the effectiveness of service provision.
- Assess weekly progress toward case plan goals and make the necessary changes to improve the family's program.

CONTRACTOR shall:

- Provide research and evaluation to allow for change in structure, service needs and ongoing identification of systemic barriers. Include tools for overall evaluation of pilot implementation and service provision.
- Provided feedback, reports and back up documentation as needed to include:
  - The total monthly number of CalWORKs cases served under FS;
  - The total monthly number of individuals who received FS services;
  - The total monthly number of FS cases who discontinued receiving FS services;
  - The total monthly number of FS cases who began participating in WTW;
  - The total monthly number of FS cases who participated concurrently in WTW;
  - The total monthly number of FS cases who were provided good cause;
  - The total monthly number and type of services received by FS cases; and
  - A narrative description of any lack of availability of FS services.

### III. SUBCONTRACTOR(S):

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this



agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section 10, Records & Confidentiality and Section 11 Non-Discrimination.

**IV. PAYMENT PROVISIONS**

**COUNTY** shall pay **CONTRACTOR** according to the terms set forth in Section 6, PAYMENT CONDITIONS, of this Agreement. Contractor shall submit a monthly invoice to the COUNTY no later than the tenth (10<sup>th</sup>) day following the end of the month during which costs were incurred. The invoice shall be submitted in the format presented in **Exhibit DD**, and shall contain the original signature of the person authorized to submit claims for payment. Any required documentation, as noted on the invoice form, shall be submitted with the invoice. Copies of all invoices shall be provided to the COUNTY.

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **nine hundred ninety-three thousand, six hundred and fifty-six dollars (\$993,656)**.

ACTION Council of Monterey County  
Budget  
July 1, 2013 - June 30, 2014

EXHIBIT CC

CATEGORY	FTE	P2S 12 Month/CCM 4 Month	FTE	CalWORKS	Total
Salaries					
ED	0.25	\$23,175			\$23,175
Director of Programs	0.5	\$37,500	0.1	\$7,500	\$45,001
Coordinator	1	\$65,000	0.2	\$3,500	\$68,501
FRS	6	\$253,000	2 at 0.25	\$22,000	\$275,006
Family Case Manager	1	\$50,000			\$50,001
Support Staff	1	\$30,000			\$30,001
Benefits (25%)		\$114,669		\$8,250	\$122,919
Subtotal		\$573,344		\$41,250	\$614,594
					\$0
Evaluation and Documentation		\$15,000		\$2,000	\$17,000
Community Capacity Building/Marketing/Grants		\$13,000			\$13,000
Support Funding		\$20,000		\$4,000	\$24,000
Community Contract for FRS Path I/ II/III		\$180,000			\$180,000
Community Meeting Expense		\$1,000			\$1,000
Training		\$5,300		\$1,000	\$6,300
Travel and Mileage		\$16,500		\$750	\$17,250
Print/Copy/Supplies		\$2,700		\$500	\$3,200
Computers/Technology/Software		\$4,500		\$7,000	\$11,500
Equipment/Desks/Chairs		\$3,500		\$2,500	\$6,000
Telephone/Fax		\$7,680		\$1,200	\$8,880
Postage		\$500		\$100	\$600
					\$0
Subtotal		\$269,680		\$60,300	\$329,980
					\$0
Admin/Overhead @ 10%		\$84,302		\$6,030	\$90,332
					\$0
<b>TOTAL</b>		\$927,326		\$66,330	\$993,656

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed **Nine Hundred Ninety Three Thousand Six Hundred Fifty Six Dollars (\$993,656)**

Action Council of Monterey County  
 July 1, 2013 - June 30, 2014  
 Billing Summary/Claim

EXHIBIT DD

Name Of Agency: _____		Month: _____					
CATEGORY	P2S 12 Month/CCM 4	Calworks	TOTAL P2S MONTHLY EXPENSE	TOTAL CW MONTHLY EXPENSE	TOTAL MONTHLY EXPENSE	YEAR-TO-DATE EXPENSE	BALANCE CONTRACT FUNDS
Salaries							
ED	\$23,175						
Director of Programs	\$37,500	\$7,500					
Coordinator	\$65,000	\$3,500					
FRS	\$253,000	\$22,000					
Family Case Manager	\$50,000						
Support Staff	\$30,000						
Benefits (25%)	\$114,669	\$8,250					
Subtotal	\$573,344	\$41,250					
Evaluation and Documentation	\$15,000	\$2,000					
Community Capacity Building/Marketing/Gr	\$13,000						
Support Funding	\$20,000	\$4,000					
Community Contract for FRS Path I/II/III	\$180,000						
Community Meeting Expense	\$1,000						
Training	\$5,300	\$1,000					
Travel and Mileage	\$16,500	\$750					
Print/Copy/Supplies	\$2,700	\$500					
Computers/Technology/Software	\$4,500	\$7,000					
Equipment/Desks/Chairs	\$3,500	\$2,500					
Telephone/Fax	\$7,690	\$1,200					
Postage	\$500	\$100					
Subtotal	\$269,680	\$60,300					
Admin/Overhead @ 10%	\$84,302	\$6,030					
<b>TOTAL</b>	<b>\$927,326</b>	<b>\$66,330</b>					

I hereby certify that this report is correct and complete to the best of my knowledge.

Print name of person completing the form \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

Authorized signature \_\_\_\_\_

Phone Number \_\_\_\_\_

Date \_\_\_\_\_

Monterey County DSES Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_