COUNTY OF MONTEREY

Amendment No. 1 to Agreement No. A-16344

Door to Hope

This Amendment No.1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Door to Hope (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement to provide parent education to families in need or at-risk of child protective services for a term of July 1, 2023 to June 30, 2025 for a contract total of \$500,338 (hereinafter "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by adding \$271,673 to support additional Parents as Teachers (PAT) facilitator to decrease current weight list, for a new contract total of \$772,011 with no change in contract terms.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

- 1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION"** is hereby amended as follows: "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."
- 2. Section 2.0, Paragraph titled "PAYMENT PROVISIONS" is amended to read as follows:
 County shall pay 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 \$ 772,011.00."
- 3. Exhibit AA replaces Exhibit A and reflects the new FY 2023-24 budget total of \$307,073, FY2024-25 budget total of \$464,938 and new contract total of \$772,011.
- 4. Exhibit BB replaces Exhibit B and references the new Exhibits AA, CC-1, CC-2 and DD-1, DD-2 and DD-4.
- 5. Exhibit CC-1 replaces Exhibit C-1 and reflects the new FY2023-24 budget amount of \$307,073.
- 6. Exhibit CC-2 replaces Exhibit C-2 and reflects the new FY2024-25 budget amount of \$464,938.
- 7. Exhibit DD-1, DD-2 and DD-4, Invoice replace Exhibit D-1, D-2 and D-4.
- 8. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No.1 and shall continue in full force and effect as set forth in the Original Agreement.
- 9. A copy of this Amendment No.1 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

By: Lori A. Medina
Lori A. Medina, DSS Director

Date: 6/25/2024 | 1:58 PM PDT ____

CONTRACTOR:

By: Chair, President, Vice-President)

Executive Director

(Print Name & Title)

Date: ______

By: Durise Fully

FE1554FC60B014B7...
(Secretary, CFO, Treasurer)

Denise Felix, CFO

(Print Name and Title)

Date: ______ 5/16/2024 | 11:23 AM PDT

Approved as to Form:

Rv. OVZ

Deputy County Counsel

Date: 5/17/2024 | 9:40 AM PDT

Approved as to Fiscal Provisions:

By: Potricia Ruiy

E79EF64E574E56...
Auditor Controller's Office

Date: 5/17/2024 | 2:56 PM PDT

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES And DOOR TO HOPE JULY 1, 2023- June 30, 2025

Scope of Services/Payment Provisions

A. CONTACTS

1. Contract Administrators:

County	Contractor
Ginger Pierce, CAPC Director	Claudia Gomez, Program Manager
DSS, Family & Children's Services	Door to Hope
713 LaGuardia	130 Church Street, Suite 3
Salinas, CA 93905	Salinas, CA 93901-2632
Phone: 831 769-8784	Tel: (831) 758-0181
FAX: 831 784 2123	FAX: (831) 758-5127
piercevr@co.monterey.ca.us	chriss@doortohope.org

2. Administrative Oversight Team:

Eva Ortiz, Deputy Director	Chris Shannon, Executive Director
DSS, Family & Children's Services	Door to Hope
1000 S. Main Street, Suite 111	130 Church Street, Suite 3
Salinas, CA 93901	Salinas, CA 93901-2632
Tel: 831 755-4470	Tel: (831) 758-0181
FAX: 831 784 2123	FAX: (831) 758-5127
ortizE1@co.monterey.ca.us	claudiag@doortohope.org

B. CONTRACT AWARD INFORMATION

SUBAWARD: **PSSF**

CONTRACTOR UEI Number: MYAWW8E7FLX5 Federal Award Identification Number (FAIN): N/A

Date County Awarded Funding: 7/1/2023

CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A

Federal Award Description: N/A Research and Development: N/A

Indirect Cost Rate: 13%

C. PURPOSE

The purpose of this Agreement is to provide funding for Parent as Teachers (PAT) for referred FCS population, prioritizing Family Reunification and Voluntary Family Maintenance Cases Funds will also be used at the ongoing development and implementation of PAT Lite (a 90-day PAT intervention for Pathways to Safety families that may transition to full PAT when appropriate). The Agreement also supports the development and implementation of a two-year Safe technology and communication class as outlined in this **Exhibit AA**.

D. TARGET POPULATION

Parents as Teachers:

The target population for this Agreement will encompass all referrals from Family and Children Services (FCS) Division of the Department of Social Services. Target population is active Family Runinification, Voluntary Family Maintenance and Pathways to Safety (otherwise known as Differential Response) families.

Safe Technology class:

The target population for this class is youth 12-19. Referrals will come from Probation, Family and Children's Services CAPC, MCOE Safe Schools Initiative and Children's Behavioral Health.

E. TERM

The effective dates of this Agreement shall be from July 1, 2023 to June 30, 2025. The term of this agreement may be renewed at the mutual consent of both parties through a written amendment to this agreement.

F. CONTRACTOR RESPONSIBILITIES

1. Parents as Teachers Program

- a. CONTRACTOR will provide direct, interactive parent education to families in need of, or at-risk for, child protective services, and who are referred and authorized for services by the COUNTY designated point of contact. Generally, these families will fall within three categories:
 - Parents involved with prevention and early intervention services, including Pathways to Safety or Differential Response.
 - Parents who are Family Maintenance (FM) or Voluntary Family Maintenance (VFM) clients of FCS, and have their children at home.
 - Parents who are Family Reunification (FR) or Voluntary Family Reunification (VFR) clients, and have had their children placed in out-of-home care. These services will be provided to the parents even though they also may be actively engaged in substance abuse treatment. These families are the first priority and there will not be a wait list for these families longer than 30 days.
- b. CONTRACTOR will be inclusive when working with Family Reunification families and may concurrently provide parent mentoring education to the resource parents who are caring for the children enrolled in PAT.
- c. Services will be provided by certified Parent Educators using the Parents as Teachers evidence based (PAT) curriculum. Materials provided will include the Parents as Teachers curriculum and handouts, videos as needed, and toys and supplies for toy-making activities and children's books to use during visits.
- d. 1-1 parent education, including actual hands-on instruction, will be provided for each visit. This is done to reinforce the instruction given and provide better opportunities for parent/child bonding and visitation. Parents will set parenting goals and an action plan will be developed that will help them achieve their goals. A parent/child activity time is part of each visit with a focus on literacy. Developmental, hearing, and vision screenings will be conducted, and Parents as Teachers will act as a referral source for these families. Information on child development and parenting skills will be the focus. Also, health and safety issues are included as part of the curriculum for Family Reunification families, parent educators also will meet at least monthly with the foster parent to include them in

- the interactive sessions and to instruct foster parents on how to perform the role of mentors for the parents in treatment.
- e. Services delivered will be flexible to meet the needs of the family and in compliance with any current Shelter in Place county expectations as well as safety needs for all. In-home visitation will be scheduled as may best accommodate the client. Frequency of visits may vary, but are generally delivered-once per month
- f. Service sites may include, but are not limited to: schools, libraries, social service agencies, and substance abuse treatment program facilities as part of the parents' service and treatment plan.
- g. Short term (90 Day) PAT-lite referrals will be accepted for Pathways to Safety (or Differential Response) families to include parenting aimed at families who need early intervention and prevention support.

2. TECH class

a. Scope of Work

- Curriculum Development: Develop a curriculum about the appropriate use of social media and technology for adolescents ages 12-19. We will develop a 4 session, 90 minutes per session, series for adolescents. The Department of Justice free resource NetSmartz Home (missingkids.org) will be considered for parts of the curriculum and program planning.
- Develop a second curriculum for caregivers/parents around social media safety and how to monitor and protect their adolescents from the misuse and safety risks that technology can bring. These classes will be standalone 90 minute classes.
- 8 series for adolescents and 8 stand-alone classes for parents will be given per year.
- Classes will be limited to 10 participants per series.
- Printed materials and healthy snacks will be provided at each session.
- When available, guest speakers that can share their own lived experience around this topic which will be incorporated into the class or series.
- Participants **will** need to enroll in a class series to attend. There will be no walk-in capability. Process for referral and registration will be determined by DTH and the COUNTY.
- Sessions **to be** given at various locations including Door to Hope, MCOE and DTH's South County office spaces in Greenfield and King City. To be determined by participant needs.
- DTH has the capability of delivering series in English and Spanish. Language determined by participant need.
- Each session will have two facilitators to enhance the learning experience of participants. We plan to include break out reflection time at each session to create comfortable spaces to share and reflect on how they personally connect to the material being shared.
- Facilitators are DTH employees who have a minimum of two years working in a professional capacity with adolescents and their families.
- Parent classes to be opened to both participants' parents and the general public. The caregiver /parent class will be given simultaneously during adolescent series.
- We will have each participant complete DTH's Client Satisfaction Questionnaire at the end of each series to determine outcomes and quality improvement efforts. This data will be shared with CONTRACTOR quarterly.
- Quarterly meetings between DTH and the CONTRACTOR will occur in year one to share data, discuss trends and referrals. This information will also be shared at the JSORT

monthly meetings in an aggregate fashion. For those youth court ordered to this program their attendance will be reported to the referring party.

3. Referrals for Service PAT:

- a. FCS client referrals to the CONTRACTOR will be coordinated through a designated FCS referral coordinator and early intervention or prevention referrals shall be approved through the contract manager.
- b. To facilitate proper placement of parents into classes, families referred by FCS will include the age of the child, or in the case of multiple children, an indication of the priority child, and the language preference of the family.
- c. Once a referral from FCS has been processed, parents will be placed in the next available session. Priority will be given to those parents who have been court ordered (i.e. Family Reunification) to attend classes in order to have their children returned to them.
- d. All referrals will receive a letter and phone call prior to commencement of their classes notifying them of the date, time and location. The FCS social worker will work with the PAT educator to ensure timely communication and partnership.

4. Referrals for Services Tech:

a. Adolescent participants to be referred from the Probations Department, Children's Behavioral Health, FCS, CAPC and MCOE Safe School Initiative

G. MEETINGS/COMMUNICATIONS

The primary contact for the COUNTY may convene meetings as needed, but not less than once quarterly. This meeting will minimally include the contract administrators. Others may be included at the discretion of the COUNTY and the CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; wait-lists, trends being seen, discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications. CONTRACTOR does not have the authority to authorize changes requiring a contract amendment.

H. REPORTING REQUIREMENTS

- 1. The CONTRACTOR shall use an evidenced based assessment tool consistent with current community standards and will submit the results to the COUNTY on a quarterly basis.
- 2. The CONTRACTOR shall record client progress after each session and submit reports to the COUNTY when requested specific to Family Reunification and Family Maintenance families. Aggregate data will be collected for referrals made via Pathways to Safety (otherwise known as Differential Response) families to best plan for intervening in support of families. The COUNTY shall provide self-addressed stamped envelopes for such purpose, and the Parent Educator will send the report to the attention of the client's social worker. On occasion, Parent Educators may be asked to make a summary report of parents' progress that may or may not be included in reports to the Court by the social worker.
- 3. Annual statistics on clients served shall be provide in an electronic format and shall contain outcome and demographic information as agreed on to meet reporting requirements for all funding sources. This data will be shared and discussed on an aggregate manner with all funding sources to increase collaborative work to best meet full community needs.
- 4. The CONTRACTOR shall work to continue to on the tracking mechanism for PAT Lite that

will support ongoing research. This will be in coordination with PAT National.

I. PAYMENT PROVISIONS:

- 1. COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit BB**, Section I. PAYMENT BY COUNTY.
 - a. For the Parents as Teachers Program, the CONTRACTOR shall submit an invoice to the Contract Administrator no later than the tenth (10th) day following the end of the month during which costs were incurred, using the form presented in **Exhibit DD-1**, **DD-2**, D-3 and **DD-4**.
 - b. Invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation, as noted on the applicable invoice form, shall be submitted with the invoice.
- 2. The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed (include tech class totals and then break out) seven hundred seventy-two thousand eleven dollars (\$772,011). Per Exhibit CC-1 and CC-2, the maximum amount payable by County to CONTRACTOR by fiscal year is:

Year	Term	Total
1	07/01/2023-06/30/2024	\$307,073.00
2	07/01/2024-06/30/2025	\$464,938.00
	Grand Total	\$ 772,011.00

3. Funding for this Agreement is subject to the availability of appropriations as provided by the State of California and may be adjusted upon 30 days' notice to CONTRACTOR.

TRAINING/TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

- 1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in Exhibit DD-1, DD-2, D-3 and DD-4.
- 1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on July 10th. If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.

1.03 Allowable Costs:

- a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in Exhibit CC-1 and CC-2. Only the costs listed in Exhibit CC-1 and CC-2 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.
- b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in Exhibit CC-1 and CC-2, must follow the Monterey County Auditor/Controller's Travel Policy https://www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policiesand-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.
- **1.04** Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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Exhibit BB – Additional Provisions

- (b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.
- **1.06 Disputed payment amount**: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

- **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.
- **2.02** County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.
- **2.03** Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.
- **2.04** Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.
- **2.06** Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.
- **2.07 Bi-lingual Services:** CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.
- **2.08 Assurance of drug free-workplace:** CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:
 - Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850

Page 3 of 8 Door to Hope or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

- **4.01 Discrimination Defined**: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.
- **4.02** Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.
- **4.03 Compliance with laws:** During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:
 - California Fair Employment and Housing Act, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 Fair Employment and Housing Commission);
 - California Government Code Secs. 11135 11139.5, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and

regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- The Rehabilitation Act of 1973, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto:
- 7 Code of Federal Regulations (CFR), Part 15 and 28 CFR Part 42;
- Title II of the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- Unruh Civil Rights Act, Calif. Civil Code Sec. 51 et seq., as amended;
- Monterey COUNTY Code, Chap. 2.80.;
- Age Discrimination in Employment Act 1975, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. Sec. 206(d);
- California Equal Pay Act, Labor Code Sec. 1197.5.
- California Government Code Section 4450;
- The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.
- The Food Stamp Act of 1977, as amended and in particular Section 272.6.
- California Code of Regulations, Title 24, Section 3105A(e)
- Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808
- **4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

- **4.05 Written non-discrimination policy:** Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.
- **4.06 Grievance Information:** CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.
- **4.07 Notice to Labor Unions:** CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 4.08 to labor organizations with which it has a collective bargaining or other agreement.
- **4.08** Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.
- **4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

- **5.01** Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
- **5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:
 - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
 - b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

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- or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates Chris Shannon as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

PAT/DSS/FFF - Parents As Teachers 07/01/2023-06/30/2024

PROGRAM BUDGET

Budget Item	Budgeted Cost PATLite	Budgeted Cost CAPIT (social media)	Budgeted Total
Salaries and Benefits			
PAT Family Services Director (Bi-lingual)			
(.1 FTE)	\$10,800		\$10,800
LEAD PAT Home Visitor (Bi-lingual)			
(.2 FTE)	\$7,100		\$7,100
PAT Home Visitor (Bi-lingual)			
(2.0 FTE)	\$133,522		\$133,522
PAT "Lite" Home Visitor (Bi-lingual)			
(.5 FTE)	\$32,114		\$32,114
CAPIT Social Media Safety Facilitator			
(Bi-lingual) (.12 FTE)		\$6,891	\$6,891
Sub-total	\$183,536	\$6,891	\$190,427
Benefits (FT @ 15%)	\$27,107	\$999	\$28,106
Subtotal Salaries and Benefits	\$210,643	\$7,890	\$218,533
Program Expenses			
Materials & Supplies	\$4,000	\$6,800	\$10,800
Training Costs & Certification Fees	\$4,650		\$4,650
Travel/Mileage	\$6,100		\$6,100
Occupancy/Utilities	\$31,662		\$31,662
Subtotal Program Expenses	\$46,413	\$6,800	\$53,213
Subtotal Direct Costs	\$257,056	\$14,690	\$271,746
Indirect costs @ 13%	\$33,417	\$1,910	\$35,327
Total Program Costs	\$290,473	\$16,600	\$307,073

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is \$307,073

Door to Hope

Agreement: 5010-314

Exhibit CC-1

PAT/DSS/FFF - Parents As Teachers 07/01/2024-06/30/2025

PROGRAM BUDGET

Budget Item	Budgeted Cost PATLite	Budgeted Cost CAPIT (social media)	Budgeted Total
Salaries and Benefits			
PAT Family Services Director (Bi-lingual)			
(.1 FTE)	\$11,235		\$11,235
LEAD PAT Home Visitor (Bi-lingual)			
(.2 FTE)	\$14,900		\$14,900
PAT Home Visitor (Bi-lingual) (2.0			
FTE)	\$185,640		\$185,640
PAT "Lite" Home Visitor (Bi-lingual)			
(.5 FTE)	\$36,036		\$36,036
CAPIT Social Media Safety Facilitator			
(Bi-lingual) (.5 FTE)		\$31,959	\$31,959
Sub-total	\$247,811	\$31,959	279,770
Benefits (FT @ 16%)			
Benefits CAPIT (35%)	\$39,650	\$11,289	\$50,938
Subtotal Salaries and Benefits	\$287,461	\$43,248	\$330,708
Program Expenses			
Materials & Supplies	\$5,000	\$3,500	\$8,500
Training Costs & Certification Fees	\$8,950		\$8,950
Travel/Mileage	\$8,600	\$2,300	\$10,900
Occupancy/Utilities	\$41,136	\$4,100	\$45,236
Subtotal Program Expenses	\$63,686	\$9,900	\$73,586
Subtotal Direct Costs	\$351,147	\$53,148	\$404,294
Indirect costs @ 15%	\$52,672	\$7,972	\$60,644
Total Program Costs	\$403,819	\$61,120	\$464,938

 $The \ maximum \ amount \ to \ be \ paid \ by \ COUNTY \ to \ CONTRACTOR \ under \ this \ Agreement \ is \ \$464,938$

Door to Hope

Agreement: 5010-314

Exhibit CC-2

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES and DOOR TO HOPE

PAT/DSS/FFF - Parents As Teachers 07/01/2023 - 06/30/2024

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Invoice Number:

Invoice for the month of	
Funding Source:	

		Previous	Current	Current		Additional
Budget Item	Total	YTD	Month	YTD	Remaining	Documentation
	Budget	Expenditures	Expenditures	Expenditures	Balance	Required *
Salaries						Time sheets
Family Services Director (.1 FTE)	\$ 10,800	1	-	-	10,800	
PAT LEAD Home Visitor (.2 FTE)	\$ 7,100	1	-	-	7,100	
PAT Home Visitor (2.0 FTE)	\$ 133,522	-	-	-	133,522	
PAT "Lite" Home Visitor (.5 FTE)	\$ 32,114	1	-	-	32,114	
Employee Benefits 15%	\$ 27,107	1	-	-	27,107	Journal
Materials & Supplies	\$ 4,000	•	-	-	4,000	Invoices/journal
Training Costs & Certification Fees	\$ 4,650	-	-	-	4,650	Invoices/journal
Travel/Mileage	\$ 6,100	1	-	-	6,100	Invoices/journal
Occupancy/Utilities	\$ 31,662	-	-	-	31,662	Invoices/journal
Total Direct Costs	\$ 257,055	-	-	-	257,055	
Indirect Costs @ 13% of total direct costs	\$ 33,417	-	-	-	33,417	n/a
TOTAL REQUEST FOR REIMBURSEME	\$ 290,473	•	•	•	290,473	

* Attach cost allocation sheet for all funding sources.

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for reimbursement pursuant to the terms of the contract.

Person completing the form:	Denise Felix	Title: CFO	Phone Number: (831) 758-0181
Authorized signature:			Date:
Monterey County DSS Authorized Signature:	rized Signatu <u>re:</u>		Date:

REMIT TO: Door to Hope

130 W. Gabilan Street

Salinas, CA 93901

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES and DOOR TO HOPE

PAT/DSS/FFF - Parents As Teachers 07/01/2024 - 06/30/2025

Invoice Number:

REPORT OF EXPENDITURES

Funding Source:					nvoice	Invoice for the month of		
		<u>-</u>	Previous	Current	Current		Additional	
Budget Item	Total		TD	Month	YTD	Remaining	Documentation	
	Budget	Exp	Expenditures	Expenditures	Expenditures	Balance	Required *	
Salaries							Time sheets	
Family Services Director (.1 FTE)	\$ 11,235	235	ı		ı	11,235		
PAT LEAD Home Visitor (.2 FTE)	\$ 14,900	006	1	•	•	14,900		
PAT Home Visitor (2.5 FTE)	\$ 185,640	940		-	-	185,640		
PAT "Lite" Home Visitor (.5 FTE)	\$ 36,036	980	-	-	-	36,036		
Employee Benefits 18%	\$ 44,606	909	ı	-	-	44,606	Journal	
Materials & Supplies	\$ 6,2	6,259	1	-	-	6,259	Invoices/journal	
Training Costs & Certification Fees	3'8 \$	8,950	-	-	-	8,950	Invoices/journal	
Travel/Mileage	9'8 \$	8,600	ı	-	-	8,600	Invoices/journal	
Occupancy/Utilities	\$ 41,136	136	-	-	-	41,136	Invoices/journal	
Total Direct Costs	\$ 357,362	362	-	-	-	357,362		
Indirect Costs @ 15% of total direct costs	\$ 46,457	157	-	-	-	46,457	n/a	
TOTAL REQUEST FOR REIMBURSEME	\$ 403,819	819	-	•	•	403,819		

* Attach cost allocation sheet for all funding sources.

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for reimbursement pursuant to the terms of the contract.

Person completing the form:	Denise Felix	Title: CFO	Phone Number: (831) 758-0181
Authorized signature:			Date:
Monterey County DSS Authorized Signature:	ized Signature:		Date:

REMIT TO: Door to Hope

130 W. Gabilan Street

Salinas, CA 93901

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES and DOOR TO HOPE

CAPIT - Social Media Safety Class 07/01/2024 - 06/30/2025

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Invoice Number:

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	Additional	Documentation	Required *	Time sheets			Journal	Invoices/journal	Invoices/journal	2,300 Invoices/journal	Invoices/journal		n/a	
Invoice for the month of		Remaining	Balance			31,959	12,229	3,500	•	2,300	4,100	54,088	7,032	61.120
Invoice	Current	YTD	Expenditures			1	1	-	-	1	-	•	-	•
	Current	Month	Expenditures			1	•	-	-	•	-	-	-	•
	Previous	YTD	Expenditures			1	•	ı	1	•	ı	•	•	•
		Total	Budget		in-kind	\$ 31,959	12,229	3,500	1	5 2,300	4,100	\$ 54,088	5 7,032	61.120
Funding Source:		Budget Item		Salaries	Family Services Director (.05 FTE)	CAPIT Social Media Safety Facilitator (.5 FTE)	Employee Benefits 38%	Materials & Supplies	Training Costs & Certification Fees	Travel/Mileage	Occupancy/Utilities	Total Direct Costs	Indirect Costs @ 13% of total direct costs \$	TOTAL REQUEST FOR REIMBURSEME

* Attach cost allocation sheet for all funding sources.

I hereby certify that this report is correct and complete to the best of my knowledge and that the costs are eligible for reimbursement pursuant to the terms of the contract.

erson completing the form:	Denise Felix	Title: CFO	Phone Number: (831) 758-0181
onterey County DSS Authorized Signature:	rized Signature:		Date:

REMIT TO: Door to Hope

130 W. Gabilan Street

Salinas, CA 93901

Legistar File ID No. A 24-249 Agenda Item No. 46



Monterey County Board of Supervisors

Board Order

168 West Alisal Street, 1st Floor Salinas, CA 93901 831,755,5066

www.co.monterey.ca.us

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16344; Amendment No.: 1

- a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No.1 with Door to Hope, adding \$271,673 for a new contract total of \$772,011 to provide Parents as Teachers (PAT) Program which provides parent education to families who are involved with, or at-risk of, child protective services intervention and creation and implementation of a Social Media safety class with no changes to the contract term; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three future amendments to the amended Agreement where the total amendments do not exceed 10% (\$77,201) of the amended contract amount and do not significantly change the scope of work, and do not to exceed the maximum aggregate of \$849,212.

PASSED AND ADOPTED on this 25th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2024.

Dated: June 25, 2024 File ID: A 24-249 Agenda Item No.: 46 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Emmanuel H. Santos, Deputy