

COUNTY OF MONTEREY
AMENDMENT #1 to PSA #1925
Door to Hope – Parents as Teachers

ORIGINAL

This Amendment is made and entered into by and between the County of Monterey Department of Social Services, Family and Children’s Services (hereafter “COUNTY”), and Door to Hope (hereafter “CONTRACTOR”).

The amendment modifies the agreement for the provision of the Parents as Teachers (PAT) Program to eligible families who are involved with child protective services, or at risk of child protective services intervention originally executed on 05/16/2018 (hereafter “Original Agreement”).

Whereas, the County and CONTRACTOR wish to amend the Original Agreement by adding \$311,000 increasing the contract total to \$384,016 and extending the term for two years for a revised end date of 6/30/2021. These modifications will continue to support the growing number of families eligible for these services without cost to the parents, including those parents who do not meet the medical necessity threshold necessary to have these services covered by Medi-Cal. Presently that may include any of the 292 families currently receiving Court Mandated or Voluntary Family Reunification or Maintenance Services through Child Welfare in Monterey County.

Now Therefore, the County and CONTRACTOR hereby agree to amend the Original Agreement in the following manner:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
 - 1.01 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 interactive parent education to Monterey County families who are in need of, or at-risk for, child protective services intervention.
2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:
 - 2.01 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 the CONTRACTOR under this Agreement shall not exceed the sum of **\$384,016.00**.
3. Section 3.0 TERM OF THE AGREEMENT of the Original Agreement is amended to read as follows:
 - 3.01 The term of this Agreement is from July 1, 2018 to **June 30, 2021**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both the CONTRACTOR and the COUNTY, and with the County signing last, and the CONTRACTOR may not commence work before the COUNTY signs this Agreement.
 - 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.
4. Section 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS of the Original Agreement is amended to read as follows:
 - 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement.

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- Exhibit AA: Scope of Services/Payment Provisions**
- Exhibit B: DSS Additional Provisions
- Exhibit CC: Budget**
- Exhibit DD: Sample Invoice**
- Exhibit EE: Audit Provisions**
- Exhibit E-1: Schedule of County Programs**
- Exhibit F: Child Abuse Reporting Certification
- Exhibit G: HIPAA Certification
- Exhibit H: Lobbying Certification
- Exhibit I: Elder Abuse Reporting Certification

5. Sections 1.01, 1.02 1.03, and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

- 1.01 **Quarterly claims/invoices by CONTRACTOR:** not later than the 10th day of the first month following the end of the month during which costs were incurred, using the forms presented in **Exhibit DD**.
- 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 10 of each year. If the Final Annual Invoice is not received by COUNTY by close of business on July 10, 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:** 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 services and the specified performance standards described in **Exhibit AA** unless prevented from doing so by circumstances beyond the CONTRACTOR's control, including but not limited to: natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

6. Exhibits A, C, D, and E of the Original Agreement are rescinded, and replaced by **Exhibits AA, CC, DD, and EE. Exhibit E-1 is incorporated into this Agreement.**

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

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Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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


COUNTY OF MONTEREY:

By: _____
Henry Espinosa
Acting Director, DSS

Date: _____

CONTRACTOR:

Door to Hope

By:  _____
(Chair, President, Vice-President)

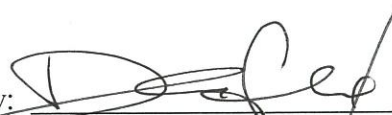
Chris Shannon CEO
(Print Name & Title)

Date: 5/15/19

Approved as to Form:

 _____
Deputy County Counsel

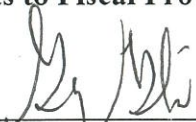
Date: 5-23-19

By:  _____
(Secretary, CFO, Treasurer)

Dennis Felix CFO
(Print Name and Title)

Date: 5/15/19

Approved as to Fiscal Provisions:

 _____
Auditor-Controller's Office

Date: 5/24/19

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
DOOR TO HOPE**

JULY 1, 2018 – JUNE 30, 2021

Scope of Services/Payment Provisions

A. CONTACTS

1. Contract Administrators:

<i>County</i>	<i>Contractor</i>
Patricia L. Hernandez, Management Analyst DSS, Family & Children’s Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Phone: 831 759 6768 FAX: 831 784 2123 hernandezpl@co.monterey.ca.us	Chris Shannon, Executive Director Door to Hope 130 Church Street, Suite 3 Salinas, CA 93901-2632 Tel: (831) 758-0181 FAX: (831) 758-5127 chriss@doortohope.org

2. Administrative Oversight Team:

Patricia L. Hernandez, Management Analyst DSS, Family & Children’s Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831 759 6768 FAX: 831 784 2123 medinal@co.monterey.ca.us	Christine Lerable, Program Manager II DSS, Family & Children’s Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-755-8498 FAX: 831-755-4600 lerablec@co.monterey.ca.us
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B. CONTRACT AWARD INFORMATION

SUBAWARD:

CONTRACTOR DUNS Number: 867377830

Federal Award Identification Number (FAIN): This Agreement is federally funded under: CFDA 93.556.

Date County Awarded Funding: 7/1/2018

CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: California Department of Social Services.

Federal Award Description: Administration for Children and Families, Department of Health and Human Services, Promoting Safe and Stable Families.

Research and Development: N

Indirect Cost Rate: 0%

C. PURPOSE

The purpose of this Agreement is to provide funding to augment Parent as Teachers (PAT) for the non-Medi-Cal population and for the development and implementation of PAT Lite (A 90-day PAT intervention for Pathways to Safety families).

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 and those referred by affiliate programs as approved by the Contract Administrator, including but not limited to support for non Medi-Cal or non Full Scope Medi-Cal eligible Monterey County parents. Priority shall be given to children who are at high risk or clearly have unmet needs.

E. TERM

The effective dates of this Agreement shall be from July 1, 2018 **through June 30, 2021**. The term of this agreement may be renewed on an annual basis 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.
 - 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.
- b. CONTRACTOR will provide parent mentoring education to the resource parents who are caring for the children.
- 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 may be delivered seven (7) days per week, depending upon client availability and an assessment of safety factors. 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. In addition, home visits may be conducted with FM clients.
- g. Services shall be tailored for referrals made for short term (90 Day) referrals from Pathways to Safety and be flexible to include parenting aimed at families who need early intervention and prevention support.

2. Referrals for Service:

- 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. Community referrals are made directly.
- b. Referrals will be screened by designee for Medi-Cal Eligibility to ensure correct billing and routing of families.
- c. 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.
- d. The FCS social worker is responsible for ensuring that he/she refers the client to the appropriate type and level of classes, and that the client is available to participate in the sessions. In the event CONTRACTOR believes a client has been inappropriately referred, the CONTRACTOR shall return the referral to the FCS referral coordinator with a written explanation.
- e. 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 to attend classes in order to have their children returned to them.
- f. All referrals will receive a letter prior to commencement of their classes notifying them of the date, time and location. The FCS social worker will also give parents the phone number of the Parenting Contact so parents can call themselves to learn about available.
- g. Services shall not extend beyond the case closure date but may be limited based on the need of the family.

G. MEETINGS/COMMUNICATIONS

The primary contact for the COUNTY **may convene meetings as needed, but no less than once annually.** This meeting will be co-chaired by the primary contacts for the COUNTY and the CONTRACTOR. The purpose of these meetings shall be to oversee implementation of the contract; 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. 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 demographic information as agreed on to meet reporting requirements for all funding sources.
4. The CONTRACTOR shall work to develop a tracking mechanism for PAT Lite that will support ongoing research and be in coordination with PAT National.

I. PAYMENT PROVISIONS:

1. COUNTY shall pay CONTRACTOR according to the terms set forth in Exhibit B, 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**.
 - 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 **three hundred eighty-four thousand sixteen dollars (\$384,016.00)**. Per **Exhibit CC**, the maximum amount payable by County to CONTRACTOR by fiscal year is:

Year	Term	Total
1	07/01/2018-06/30/2019	\$124,016.00
2	07/01/2019-06/30/2020	\$130,000.00
3	07/01/2020-06/30/2021	\$130,000.00
Grand Total		\$384,016.00

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.

**DOOR TO HOPE-PAT PROGRAM
BUDGET**

Program: PAT/DSS FFF

PROJECT TITLE: FFF Parents as Teachers Services

Total Annual Amount \$124,016.00

Period Covered: July 1, 2018 - June 30, 2019

Budget Categories			
	Rate per Hour	Hours/ Amount	Total Cost
PAT Life and Non-Medi-Cal PAT	36.00	3,166.00	\$113,976
Mileage	Fed. Rate	10,040	10,040
Total			\$124,016

DOOR TO HOPE-PAT PROGRAM

BUDGET

Program: PAT/DSS FFF

PROJECT TITLE: FFF Parents as Teachers Services

Total Annual Amount \$130,000.00

Period Covered: July 1, 2019 - June 30, 2020

Budget Categories	Rate per Hour	Hours/ Amount	Total Cost
PAT Lite and Non-Medi-Cal PAT	36.00	3,332.00	\$119,952
Mileage	Fed. Rate	10,048	10,048
Total			\$130,000

**DOOR TO HOPE-PAT PROGRAM
BUDGET**

Program: PAT/DSS FFF

PROJECT TITLE: FFF Parents as Teachers Services

Total Annual Amount \$130,000.00

Period Covered: July 1, 2020 - June 30, 2021

Budget Categories	Rate per Hour	Hours/ Amount	Total Cost
PAT Life and Non-Medi-Cal PAT	36.00	3,332.00	\$119,952
Mileage	Fed. Rate	10,048	10,048
Total			\$130,000

Door to Hope-PAT INVOICE

Invoice Number: _____

Program: PAT/DSS FFF

PROJECT TITLE: FFF Parents as Teachers Services

Total Annual Amount \$124,016.00 Period Covered: 07/01/2018-06/30/2019

Budget Categories	Rate	Hours	Total Cost	Year To Date County
PAT Lite and Non-MediCal PAT				
Mileage				

* Attach cost allocation sheet for all funding sources and BH cost reimbursement invoice.

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: _____ Title: _____ Phone Number: _____

Authorized signature: _____ Date: _____

Monterey County DSS Authorized Signature: _____ Date: _____

REMIT TO: Door to Hope
130 Church Street, Suite 3
Salinas, CA 93901

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit E-1**

- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Door to Hope



(signature of authorized representative)

5/15/19

(date)

DOOR TO HOPE
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS 2018-2021

<u>Program Name</u>	<u>County Dept.</u>	<u>Contract No.</u>	<u>CFDA #</u>	<u>Contract Period</u>	<u>Contract Amount</u>	<u>Fiscal Year</u>	<u>Expenditures</u>		<u>Amount Received from County</u>	
							<u>Contract Life-to-</u>	<u>Date</u>	<u>Fiscal Year</u>	<u>Contract Life-to-</u>