

COUNTY OF MONTEREY

**ORIGINAL**

AMENDMENT # 1 to A-12864

**ASPIRANET**

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 ASPIRANET (hereinafter, "CONTRACTOR").

This amendment modifies the agreement for operation of the CHERISH Receiving Center, executed on July 21, 2015 (hereinafter, "Original Agreement ") by **adding \$39,326 to include Transition-Emergency Shelter Foster Homes, increasing the total contract amount to \$208,461.** Therefore, the parties agree:

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 goods and/or services are generally described as follows: Provide operation and maintenance of County's CHERISH Receiving Center.

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 CONTRACTOR under this Agreement shall not exceed the sum of **\$208,461.**

3. 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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit B	DSS Additional Provisions
<b>Exhibit CC</b>	<b>Program Budget</b>
<b>Exhibit DD</b>	<b>Invoice</b>
Exhibit E	Child Abuse Reporting Certification
Exhibit F	HIPAA Certification
Exhibit G	Program Directive 04-08
Exhibit H	Lobbying Certification
Exhibit I	Audit Requirements

**ASPIRANET**

Amendment # 1 to A-12864

Page 1 of 3

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

**1.01 Monthly claims/invoices 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. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit DD**.

**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 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.

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.

*(this space left intentionally blank)*

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:**

**CONTRACTOR:**

By: \_\_\_\_\_  
Elliott Robinson, Director  
Department of Social Services

**ASPIRANET**  
By: [Signature]  
(Chair, President, Vice-President)

Date: \_\_\_\_\_

\_\_\_\_\_  
Vernon Brown, CEO

Date: 4/5/14

**Approved as to Form:**

By: [Signature]  
(Secretary, CFO, Treasurer)

[Signature]  
\_\_\_\_\_  
Deputy County Counsel

John Reader CFO  
\_\_\_\_\_  
(Print Name & Title)

Date: 4/11/14

Date: 4.5.14

**Approved as to Fiscal Provisions:**

[Signature]  
\_\_\_\_\_  
Auditor-Controller's Office

Date: 4/11/14

## EXHIBIT AA

### SCOPE OF SERVICES/PAYMENT PROVISIONS

#### ASPIRANET

July 1, 2015 - June 30, 2016

#### I. CONTRACTOR INFORMATION

Contractor Name:	Aspiranet
Contractor Mailing Address:	400 Oyster Point Blvd., Ste 501 South San Francisco, CA 94080
Contact Person:	Laureen Walsh 400 Oyster Point Blvd., Ste 501 South San Francisco, CA 94080 Phone: (650) 866-4080 Fax: (650) 866-4081 <a href="mailto:lwalsh@aspiranet.org">lwalsh@aspiranet.org</a>
County Contract Monitor:	Daniel Bach, MA III Department of Social Services 1000 South Main Street, Suite 205 Salinas, CA 93901 Phone: (831) 796-3525 Fax: (831) 784-2123 <a href="mailto:bachd@co.monterey.ca.us">bachd@co.monterey.ca.us</a>

#### II. SERVICES TO BE PROVIDED BY CONTRACTOR

##### Receiving Center

- Receive children 24 hours a day, seven days a week from Monterey County Department of Social Services (DSS), Family and Children's Services (FCS), ages 0 – 18. Assess immediate needs, make children comfortable and orient them to the facility.
- Maintain nine core operational hours of 10 AM-7 PM, M – F with onsite staff (Hours of operation can be adjusted by mutual agreement). Deploy

on-call staff for the weekend and hours before and after core service hours. Children will have a maximum length of stay of 23 hours.

- Manage the day-to-day operations of the center, including maintenance cleaning, scheduling of repairs, and general operations issues. This excludes equipment and phones owned by the County.
- Care for up to 10 children at one time, of diverse backgrounds, from zero to eighteen (18) years of age. Staffing level and facility accommodations must meet the diverse needs of this population, including ill and distraught children. Staffing shall be maintained at a ratio of at least one staff person for every three (3) children. County shall be notified if and when staffing ratios cannot be met. Staff is to insure Probation Youth are not placed in contradiction to existing code.
- Support the care of children from authorized agencies as directed by the contract administrator.
- When the public nurse is not available, conduct a general health history and health inventory (with children of appropriate ages and emotional stability.) If staff identifies any emergency health situations the staff will call the DSES social worker to take the child to Natividad Medical Center for medical services.
- Assess and document the child's known problem behaviors, medical needs, likes and dislikes (food/special toy). Assist in the development and implementation of health plans; assist with referrals to other agencies (FCS, Children's Behavioral Health (CBH))
- Coordinate case management, assessment, and scheduling with FCS and Children's Behavioral Health staff. Provide Internet access for staff to access CWS/CMS. Assist in identifying health needs and in securing and utilizing treatment services.
- Assist, supervise and support children by providing:
  - Snacks, meals and clean clothing, including sleepwear, if needed;
  - Shower, bathing facilities, basic hygiene and de-lousing services; Supply toothbrushes, shampoo, hygiene goods, etc.
  - Assistance with medications limited to tracking and administering of prescription medication per adopted medication protocol;
  - Age appropriate activities;
  - Observation of children and their interactions with others;
  - Basic mental health screening and case management to assess the immediate needs of children.

- Counseling and crisis intervention (i.e., mental and medical assessments) are to be provided by Monterey County staff.
    - Note: Center staffs are to follow the protocol on High Risk Youth when necessary.
- Document and report to FCS, any and all significant assessments made by staff as well as documentation of services provided. Information will be provided only to FCS or CBH staff. Once the child (children) exit the Receiving Center, follow-up activities will be provided only by FCS and/or CBH.
- Document and maintain on file a record of services provided and submit reports monthly by the 10<sup>th</sup> of the following month. This includes data tracking, evaluation and reporting associated with requirements of project funders.
- Provide detailed expenditure reports for purchases linked to funding for supplies, food, and clothing, as well as in kind resource by the 10<sup>th</sup> of each month. This will be used to generate future budget projections. This should be submitted with the invoices, also due by the 10<sup>th</sup> of each month.
- Provide at least four (4) hours of cultural competency training to staff in order to provide culturally competent and appropriate services for a diverse group of children. Additionally, receiving staff will receive eight (8) hours of training on mental and developmental issues with special needs children.
- Provide bilingual services as needed.
- Provide administrative support necessary to ensure that contract-related services are timely and performed in a professional manner.
- Follow established written guidelines and schedules for on-call staff and adhere to FCS staff facility access protocol as outlined in the Program Directive 04-08. (Exhibit G)
- Assist with fund-raising and resource development activities
- Participate and support Monterey County's Caregiver Association through the maintenance of agendas and preparation of minutes.
- Cooperate with Monterey County Staff needing access to the facility for maintenance, inventory and/or site visits.

- Provide a safe, clean and child-friendly Receiving Center and Visitation Rooms, as follows:
  - Kitchen, laundry, bathroom and bathing facilities
  - Office space, meeting and interview rooms
  - Play areas
  - Segregated sleeping areas to accommodate age/gender separation
  - Office for FCS social workers to assess child's immediate needs and conduct staff work such as researching placement options
  - Private area on site for emergency medical screening and mental health assessments and services
  - Visitation Rooms
- Develop schedules and supports for the rotation and maintenance of toys between the center and the department's visitation rooms.

**CHERISH Transition-Emergency Shelter Foster Homes (ESFH)**

- **CONTRACTOR shall maintain Emergency Shelter Foster Homes bed spaces that are designated by CONTRACTOR for children 0-17 who require temporary shelter care up to 30 days.**
- **CONTRACTOR shall accept children without regard to race, color, national origin or ancestry.**
- **CONTRACTOR shall accept only children that have been referred and authorized by Monterey County or law enforcement officers who have been authorized by Monterey County.**
- **CONTRACTOR agrees to be available to receive placement at any time, including twenty four (24) hours per day, seven (7) days a week and holidays.**
- **CONTRACTOR shall promptly comply with Monterey County's request to deliver any child placed pursuant to this Agreement to County's custody, recognizing that only Monterey County is legally authorized to determine the proper placement and case plan.**
- **CONTRACTOR's Social Worker will be responsible for the coordination of care with the Monterey County Social Worker, Biological Parents, Foster Parents, relatives if appropriate, and work collaboratively with Monterey County. CONTRACTOR's Social Worker will manage the inventory of shelter families.**
- **CONTRACTOR's Social Worker will be responsible for identifying support services, case management, and weekly visits to the EFSH.**
- **EFSH care providers will provide shelter, food, care and adult supervision to children placed in their care.**

- EFSH care providers will provide transportation to the child's home school, biological family visits, medical, dental, and therapy appointments, court appearances, as well as any other supportive services identified for the child.
- CONTRACTOR Program Director in collaboration with Monterey County will collaborate and determine EFSH care giver required training. Training may include Intensive Treatment Foster Care, Trauma Informed, and Ages and Stages training.
- CONTRACTOR will keep Monterey County informed of ongoing experiences with each child and cooperate with the Monterey County Social Worker in planning to meet the child's needs.
- CONTRACTOR will report to Monterey County any unusual illness of the child or any need for medical attention.
- In case of an emergency, CONTRACTOR will provide transportation or get emergency assistance. Emergency is defined as any illness or injury requiring immediate medical or dental attention.
- CONTRACTOR will not allow a foster child to be removed from the home unless written permission has been given by Monterey County. If a child runs away from home, CONTRACTOR will immediately notify Monterey County and appropriate law enforcement agency.
- Monterey County will provide a medical card for each child. All medical treatment must be approved in advance by Monterey County.
- Monterey County will identify a point person to work with CONTRACTOR and EFSH care providers.
- CONTRACTOR will provide staff on call twenty four hours to assist with any problems that may arise.
- Monterey County will provide staff on call twenty four hours to collaborate and assist with any problems that may arise.
- Monterey County will provide CONTRACTOR with available information on the child's background, behavior and needs in order to help CONTRACTOR and EFSH care givers in understanding and helping the child.
- If it is determined that a child's behavior indicates that the child is in need of additional supportive services to assist in stabilizing the child, Monterey County and CONTRACTOR will meet to identify and approve additional supportive services. The child can be referred for supportive services that can include, but are not limited to, Therapeutic Behavioral Services (TBS), and WRAP.



- EFSH care providers will be allowed to have a three day break between placements.
- EFSH care providers are required to notify CONTRACTOR Social Worker and schedule vacation time in advance of the vacation time. EFSH are allowed two (2) weeks vacation per year.
- EFSH care givers and CONTRACTOR will cooperatively work with Monterey County to support foster children in their transition to a long term placement.

### III. CONTRACTOR INVOICES AND PAYMENTS

CONTRACTOR shall submit invoices to COUNTY no later than the 10<sup>th</sup> of each month for expenses incurred in the previous month in the form set forth in **Exhibit DD**, detailing expenses for budgeted line items in **Exhibit CC**.

Subsequent grants awarded and cash received by Contractor specifically for the operations of the Receiving Center will proportionally reduce the claim on this agreement.

The maximum payable by County to Contractor under this Agreement shall not exceed **Two Hundred Eight Thousand Four Hundred Sixty One Dollars (\$208,461)**.

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

Invoices shall be submitted to:

Daniel Bach, Management Analyst III  
Monterey County Department of Social Services  
1000 S. Main St., Suite 205  
Salinas, CA 93901  
Phone: (831) 796-3525  
Fax: (831) 784-2123

(A faxed invoice will begin the process, but a signed hard copy is required)

# MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Aspiranet - CHERISH Receiving Center

PSSF/CWS Monterey County

July 1, 2015- June 30, 2016

## BUDGET

CATEGORY	TOTAL CONTRACT BUDGET
<b>Receiving Center</b>	
<b>Salary and Benefits</b>	
Program Supervisor	\$ 39,312
Lead Child Care Worker	\$ 22,620
Child Care Worker	\$ 29,952
Program Manager	\$ 12,764
Core Program Director	\$ 1,907
Benefits (22.4%)	\$ 23,868
<b>Total Salaries and Benefits</b>	<b>\$ 130,423</b>
<b>Operating</b>	
Maintence	\$ 550
Employee Physical	\$ 400
Employee Training	\$ 150
Data Network/IT	\$ 3,848
Fingerprints	\$ 400
Mileage	\$ 3,000
Cell Phone	\$ 1,375
Printing	\$ 30
Postage/Freight	\$ 278
Office Supplies	\$ 400
Equipment/Equipment Lease	\$ 2,350
Program Supplies/Food	\$ 5,500
Insurance	\$ 2,309
<b>Total Operating</b>	<b>\$ 20,590</b>
<b>Total Direct</b>	<b>\$ 151,013</b>
Administrative (12%)	\$ 18,122
<b>Total Receiving Center</b>	<b>\$ 169,135</b>
<b>Emergency Shelter Foster Homes</b>	
<b>Salary and Benefits</b>	
Social Worker	\$ 8,640
Social Worker on-call	\$ 2,400
Benefits (22.4%)	\$ 2,473
<b>Total Salaries and Benefits</b>	<b>\$ 13,513</b>
<b>Operating</b>	
EFCH Stipend (@\$450)	\$ 21,600
<b>Total Operating</b>	<b>\$ 21,600</b>
<b>Total Direct</b>	<b>\$ 35,113</b>
Administrative (12%)	\$ 4,213
<b>Total Emergency Shelter Foster Homes</b>	<b>\$ 39,326</b>
<b>TOTAL</b>	<b>\$208,461</b>

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES**  
 Aspranet - CHERISH Receiving Center  
 PSSF/CWS Monterey County  
 July 1, 2015 - June 30, 2016

Name of Agency Aspranet Report for the month of \_\_\_\_\_

CATEGORY	TOTAL CONTRACT BUDGET	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	DOCUMENTATION REQUIRED
<b>Receiving Center</b>					
<b>Salary and Benefits</b>					
Program Supervisor	\$ 39,312				Timesheets/Payroll
Lead Child Care Worker	\$ 22,620				Timesheets/Payroll
Child Care Worker	\$ 29,952				Timesheets/Payroll
Program Manager	\$ 12,764				Timesheets/Payroll
Core Program Director	\$ 1,907				Timesheets/Payroll
Benefits (22.4%)	\$ 23,868				Timesheets/Payroll
<b>Total Salaries and Benefits</b>	<b>\$ 130,423</b>				
<b>Operating</b>					
Maintenance	\$ 550				Receipts/Invoice
Employee Physical	\$ 400				Receipts/Invoice
Employee Training	\$ 150				Receipts/Invoice
Data Network/IT	\$ 3,848				Receipts/Invoice
Fingerprints	\$ 400				Receipts/Invoice
Mileage	\$ 3,000				Mileage Log/Receipts
Cell Phone	\$ 1,375				Receipts/Invoice
Printing	\$ 30				Receipts/Invoice
Postage/Freight	\$ 278				Receipts/Invoice
Office Supplies	\$ 400				Receipts/Invoice
Equipment/Equipment Lease	\$ 2,350				Receipts/Invoice
Program Supplies/Food	\$ 5,500				Receipts/Invoice
Insurance	\$ 2,309				Receipts/Invoice
<b>Total Operating</b>	<b>\$ 20,580</b>				Receipts/Invoice
<b>Total Direct</b>	<b>\$ 151,013</b>				
Administrative	\$ 18,122				Audit
<b>Total Receiving Center</b>	<b>\$ 169,135</b>				
<b>Emergency Shelter Foster Homes</b>					
<b>Salary and Benefits</b>					
Social Worker	\$ 8,640				Timesheets/Payroll
Social Worker on-call	\$ 2,400				Timesheets/Payroll
Benefits (22.4%)	\$ 2,473				Timesheets/Payroll
<b>Total Salaries and Benefits</b>	<b>\$ 13,513</b>				
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EFCH Stipend (@\$450)	\$ 21,600				
<b>Total Operating</b>	<b>\$ 21,600</b>				Receipts/Invoice
<b>Total Direct</b>	<b>\$ 35,113</b>				
Administrative	\$ 4,213				Audit
<b>Total Emergency Shelter Foster Homes</b>	<b>\$ 39,326</b>				
<b>TOTAL</b>	<b>\$208,461</b>	<b>\$ -</b>	<b>\$ -</b>		

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

Person completing the form: \_\_\_\_\_ Title: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Monterey County DSES Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

REMIT TO: Aspranet  
 400 Oyster Point Blvd., Suite 501  
 South San Francisco, CA 94080