

COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-146
ACTION Council of Monterey County

This Amendment #1 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”).

WHEREAS, County and CONTRACTOR entered into an agreement for the provision of Differential Response child welfare services for the period of July 1, 2021 to June 30, 2022 for a contract total of \$836,025 (hereinafter “Original Agreement”).

WHEREAS, the parties wish to amend the Agreement via Amendment #1 to extend the term to **June 30, 2023** and add **\$836,025** for a new contract total of **\$1,672,050**.

AGREEMENT

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 2.0, “PAYMENT PROVISIONS”** is hereby amended to read as follows:
“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 **\$1,672,050.**”
2. **Section 3.01, “TERM OF AGREEMENT”** is hereby amended to read as follows:
“The term of the Agreement is from July 1, 2021 to **June 30, 2023** unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last and CONTRACTOR may not commence work before County signs the Agreement.”
3. **Exhibit AA** reflects the revised contract term and new contract total of **\$1,672,050.**
4. **Exhibit CC** reflects the addition of the revised contract term, the addition of the **\$836,025** and the revised total contract amount of **\$1,672,050.**
5. **Exhibit D-1** is the invoice for fiscal year 2022-2023.
6. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment # 1 and shall continue in full force and effect as set forth in the Original Agreement.
7. A copy of this Amendment #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, Director DSS

Date: _____

CONTRACTOR:

DocuSigned by:
By: Andrea Manzo, Executive Director
7E30CDD64EF8490...
(Chair, President, Vice-President)

(Print Name & Title)

5/26/2022 | 1:25 PM PDT

Date: _____

DocuSigned by:
By: Melissa Mairose
CB90069544A3479...
(Secretary, CFO, Treasurer)

(Print Name and Title)

5/26/2022 | 1:38 PM PDT

Date: _____

Approved as to Form:

DocuSigned by:
Anne Breton, County Counsel
0702EF3A7A96B4A4...
Deputy County Counsel

5/26/2022 | 3:09 PM PDT

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFEC1D8449...
Auditor Controller's Office

5/26/2022 | 3:19 PM PDT

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

**ACTION Council of Monterey County
July 1, 2021 to June 30, 2023**

I. CONTACT INFORMATION

ACTION Council of Monterey County
295 Main St., Suite 500
Salinas, CA 93901

Contact Person: Andrea Manzo
Executive Director
Phone (831) 783-1244 Fax (831) 783-1276
Email : andreabhc@actioncouncil.org

County Contract Monitors: Ginger Pierce
Monterey County DSS
713 LaGuardia
Salinas, CA 93905
(831)769-8784
Email: piercevr@co.monterey.ca.us

Laura Neal
Branch Director
DSS- Family and Children’s Services
1000 South Main Street Ste. 111
Salinas, CA 93901
(831)755-4470 Fax : (831)755-4600
Email : Neall@co.monterey.ca.us

II. CONTRACT AWARD INFORMATION

SUBAWARD: N/A
CONTRACTOR DUNS Number: 603191904
Federal Award Identification Number (FAIN): N/A
Date County Awarded Funding: July 1, 2021, **July 1, 2022**
CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A
Federal Award Description: N/A
Research and Development: N/A
Indirect Cost Rate: 10%

III. SERVICES TO BE PROVIDED

Pathways to Safety

CONTRACTOR shall act as lead administrative agency/coordinator for Differential Response. Differential Response (DR) is locally known within this contract 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.

IV. Responsibilities

Pathways to Safety

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, quality assurance, training and assessment. CONTRACTOR will supervise and support subcontracted services to support a community-based Differential Response Network in Monterey County, including:

- **Development of sub-contracts for community based response for determined Emergency Response referrals once assessed and investigated and closed within FCS.** Differential Response Program will continue its best practice work to meet or exceed the national average of engagement at all levels of DR. For all of the families referred to the community provider's linkage and/or case management will be provided based on assessed needs and willingness of the family to participate.
- Coordinate and facilitate training to promote and educate key community stakeholders and the community on identified prevention programs and service opportunities.
- When requested, participate in community capacity building for primary prevention services.
- In collaboration with DSS, work to **co-design an updated P2S referral process. Along with ACTION's creation of -a basic tracking sheet for referrals for this program**
- Provide regular quality assurance, feedback, reports and back up documentation as needed for Pathways to Safety.
 - These are to include the following:
 - Monthly/yearly Engagement of all referred families
 - Monthly Assignment
 - Monthly Dismissal and reason
 - Monthly Service Expenditures and completion of these services

Exhibit AA

- Monthly Meeting Schedule
- Support the management and distribution of support funding.
- Support the transition of the P2S model to focusing on **updated prevention services model as developed within FCS.**

IV. 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.

V. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR according to the terms set forth in Exhibit B, Section I. PAYMENT BY COUNTY. CONTRACTOR shall submit a monthly invoice to COUNTY no later than the tenth (10th) day following the end of the month during which costs were incurred. The invoice shall be submitted in the format presented in Exhibit D and **Exhibit D-1** and shall contain the original signature of the person authorized to submit claims for payment. Detailed backup for all sub-contracts and 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 **one million six hundred seventy-two thousand and fifty dollars (\$1,672,050)** per **Exhibit CC, Budget.**

(end of Exhibit AA)

Exhibit CC

ACTION Council of Monterey County
July 1, 2021 - June 30, 2023
BUDGET

Category	July 1, 2021-June 30, 2022	July 1, 2022-June 30, 2023	TOTAL
Personnel			
Executive Director	\$23,000.00	\$23,000.00	\$46,000.00
Operational Support	\$30,616.00	\$30,616.00	\$61,232.00
Program Management	\$22,500.00	\$22,500.00	\$45,000.00
Benefits - 28%	\$21,312.00	\$21,312.00	\$42,624.00
Subtotal	\$97,428.00	\$97,428.00	\$194,856.00
Support Funding	\$40,000.00	\$40,000.00	\$80,000.00
Community Contracts	\$579,195.00	\$579,195.00	\$1,158,390.00
Community Meeting Expense	\$1,000.00	\$1,000.00	\$2,000.00
Training	\$1,500.00	\$1,500.00	\$3,000.00
Print/Copy/Supplies	\$1,000.00	\$1,000.00	\$2,000.00
Computer/Technology/Software	\$2,500.00	\$2,500.00	\$5,000.00
Telephone/Fax	\$1,300.00	\$1,300.00	\$2,600.00
Postage	\$100.00	\$100.00	\$200.00
Lease	\$36,000.00	\$36,000.00	\$72,000.00
Subtotal	\$662,595.00	\$662,595.00	\$1,325,190.00
Admin/Overhead - 10%	\$76,002.00	\$76,002.00	\$152,004.00
Total	\$836,025.00	\$836,025.00	\$1,672,050.00

ACTION Council of Monterey County
 July 1, 2022 through June 30, 2023
 Billing Summary/Claim

Invoice Number: _____
 Month: _____

Name Of Agency: ACTION Council of Monterey County

Remit to:
 ACTION Council of Monterey County
 295 Main St., Suite 500
 Salinas, CA 93901

CATEGORY	P2S/CCM	TOTAL MONTHLY EXPENSE	YEAR-TO-DATE EXPENSE	BALANCE CONTRACT FUNDS
PERSONNEL				
ED (15%/11%)	\$ 23,000.00			
Operational Support(Finance and Supervision)	\$ 30,616.00			
Program Management	\$ 22,500.00			
Benefits (28%)	\$ 21,312.00			
Subtotal	\$ 97,428.00			
Support Funding	\$ 40,000.00			
Community Contract for FRS Path I/II/III	\$ 579,195.00			
Community Meeting Expense	\$ 1,000.00			
Training	\$ 1,500.00			
Print/Copy/Supplies	\$ 1,000.00			
Computer/Technology/Software	\$ 2,500.00			
Telephone/Fax	\$ 1,300.00			
Postage	\$ 100.00			
Lease	\$ 36,000.00			
Subtotal	\$ 662,595.00			
Admin/Overhead @ 10%	\$ 76,002.00			
TOTAL	\$838,625.00			

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 DSS Authorized Signature _____ Date _____