

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 1 TO AGREEMENT # A-11197

ACTION Council of Monterey County

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

This Amendment modifies the agreement for leadership and coordination of the Differential Response Program (also known as Pathways to Safety), between the parties executed on June 24, 2008, (hereinafter, "Original Agreement ") by adding \$113,949 for the period July 1, 2008 to June 30, 2009, increasing the total contract amount to \$747,527. Therefore, the parties agree:

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

1. **SERVICES TO BE PROVIDED:** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide coordination, and act as lead agency, for County's Differential Response Program.

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

2. **PAYMENTS BY COUNTY:** 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 **\$747,527**.

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

4. **ADDITIONAL PROVISIONS/EXHIBITS:** The following attached exhibits are incorporated herein by reference and constitute a part of this agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSES Additional Provisions
Exhibit CC	Program Budget
Exhibit DD	Billing Summary/Claim Form
Exhibit E	Sub-Contractor Report of Expenditures
Exhibit F	Child Abuse and Neglect Reporting
Exhibit G	HIPPA Business Associate Agreement

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

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

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

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


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

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

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

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

COUNTY OF MONTEREY:

By: 
Elliott Robinson
Director, DSES

Date: 12/29/08

CONTRACTOR:

ACTION Council of Monterey County

By: 
(Chair, President, Vice-President)

MITCHEL L. WINICK
(Print Name & Title)

Date: 11-24-08

ACTION Council of Monterey County

Approved as to Form:

J. Michael Hogan
Senior Deputy County Counsel

Date: 12-2-08

By: Jennifer Botta
(Secretary, CFO, Treasurer)

Jennifer Botta, Treasurer
(Print Name and Title)

Date: 11-24-08

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 12/3/08

SCOPE OF SERVICES/PAYMENT PROVISIONS

**Action Council of Monterey County
July 1, 2008 to June 30, 2009**

I. CONTACT INFORMATION

Contractor Name: ACTION Council of Monterey County

Mailing Address: 369 Main St., Suite M
Salinas, CA 93901

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

County Contract Monitor: Daniel Bach
Management Analyst III
Family and Children's Services
1000 S. Main Street, Ste. 112
Salinas, CA 93901
(831) 796-3525 Fax (831) 755-4600

II. SERVICES TO BE PROVIDED

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

The County shall, in collaboration with the ACTION Council, authorize work performed as determined by funding opportunities, timelines, work requirements, and project needs, provided the total contract does not exceed the established maximum of **\$747,527.00**.

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

- Development of a work plan with timelines for implementation of path two.

- Facilitate training to introduce, promote and prepare key community stakeholders for DR.
- Monitor and assess a strategic plan for community capacity building.
- Develop and recruit community and agency staff for participation on a Steering committee for oversight, accountability and evaluation.
- Develop and present DR fiscal strategies, current strengths, and barriers to community-based organizations, local foundations, Board of Supervisors, Children's Council, and interagency partners. Assist in generation of public support and marketing plan. Present revenue maximization strategies to local funders to showcase potential community impact of leveraging.
- Seek grant funding for DR through public and private funding sources. Prepare grants appropriate to those funding sources, if available.
- Maintain and support ETO, a system of receiving and distributing referrals for community response on path one and path two.
- Prepare appropriate materials for support of DR and conduct collaborative meetings with DSES to ensure information is provided to staff and community.
- Continued research on community capacity and data tracking for Differential Response
- Research and evaluation of Impact of DR. Develop a system of evaluation to allow for change in structure, service needs and ongoing identification of systemic barriers. Include tools for overall evaluation of DR implementation and service provision.
- Provided feedback, reports and back up documentation on a monthly basis.

III. SUBCONTRACTOR(S):

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this Agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section 10, Records & Confidentiality and Section 11, Non-Discrimination.

IV. PAYMENT PROVISIONS

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, Payment Conditions, of this Agreement. The contractor shall submit a monthly invoice to the 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 DD and shall contain the original signature of the person authorized to submit claims for payment. Any required documentation, as noted on the invoice form, shall be submitted with the invoice. Copies of all invoices shall be provided to the COUNTY.

Exhibit AA

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of **Seven Hundred Forty-Seven Thousand, Five Hundred and Twenty Seven Dollars (\$747,527.00)**.

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.

**ACTION Council of Monterey County
Budget
July 1, 2008 through June 30, 2009**

Exhibit CC

CATEGORY	FTE	12-MONTH BUDGET
Salaries		42,500
ED	0.5	58,000
Coordinator	1	208,000
FRS	5	22,872
Support Staff	1	66,274
Benefits (20%)		397,646
Subtotal		32,600
Grant Development		42,600
Community Capicity Building		38,000
Support Funding		140,000
Community Contract for FRS Support	2	3,325
Community Meeting Expense		9,740
Training		12,415
Travel and Mileage		2,000
Print/Copy/Supplies		800
Telephone/Fax		444
Postage		281,924
Subtotal		67,957
Admin/Overhead @ 10%		\$747,527
TOTAL		\$747,527

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement shall not exceed Seven Hundred Forty-Seven Thousand, Five Hundred and Twenty-Seven Dollars (**\$747,527**)

**Action Council of Monterey County
July 1, 2008 through June 30, 2009
Billing Summary/Claim**

Name Of Agency: ACTION Council Month: _____

CATEGORY	FTE	CONTRACT FUNDS 7/1/08 - 6/30/09	TOTAL MONTHLY EXPENSE	YEAR-TO-DATE EXPENSE	BALANCE CONTRACT FUNDS
Salaries					
ED	0.5	42,500			
Coordinator	1	68,000			
FRS	5	208,000			
Support Staff	1	22,872			
Benefits (20%)		66,274			
Subtotal		397,646			
Grant Development		32,600			
Community Capacity Building		42,600			
Support Funding		38,000			
Community Contract for FRS Support	2	140,000			
Community Meeting Expense		3,325			
Training		9,740			
Travel and Mileage		12,415			
Print/Copy/Supplies		2,000			
Telephone/Fax		800			
Postage		444			
Subtotal		281,924			
Admin/Overhead @ 10%**		67,957			
TOTAL		\$747,527			

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

Print name of person completing the form _____ Phone Number _____ Date _____

Authorized signature _____ Phone Number _____ Date _____

Monterey County DSES Authorized Signature _____ Date _____