

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 1 to AGREEMENT # A-12518

Seneca Family of Agencies

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 Seneca Family of Agencies (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for services to relative and near-kin caregivers between the parties executed on July 26, 2013, **by adding \$16,779 for the development and implementation of a half-time Permanency Specialist position**, increasing the total contract amount to **\$357,942**. Therefore, the parties agree:

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

1. GENERAL DESCRIPTION: 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 services and support for relative and near-kin caregivers providing full-time care for children who are at risk of dependency, or are dependents of the juvenile court.

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

2. PAYMENTS PROVISIONS: 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 **\$357,942**.

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

4. SCOPE OF SERVICES AND ADDITIONAL PROVISIONS: 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 DSS Additional Provisions
- Exhibit CC** Program Budget
- Exhibit DD** Invoice
- Exhibit E Child Abuse Reporting Certification
- Exhibit F Elder Abuse Reporting Certification
- Exhibit G HIPAA Agreement
- Exhibit H Lobby Certification
- Exhibit I Audit Provisions

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.

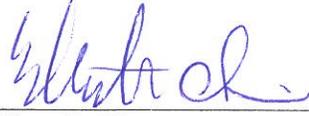
Subject to the foregoing amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

(this space left intentionally blank)

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.

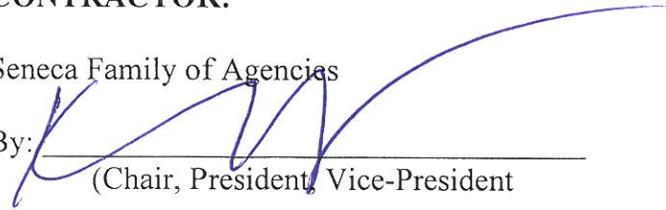
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: 
Elliott Robinson
Director, DSS

Date: 4/8/14

CONTRACTOR:

Seneca Family of Agencies
By: 
(Chair, President, Vice-President)

Katherine West, COO
(Print Name & Title)

Date: 4/11/14

Approved as to Form:


Deputy County Counsel

Date: 040814

By: 
(Secretary, CFO, Treasurer)

Janet Briggs, CFO
(Print Name and Title)

Date: 4/11/14

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 4-4-14

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES
and
Seneca Family of Agencies**

*Family Ties Program
07/01/2013 – 06/30/2014*

SCOPE OF SERVICES

A. CONTACTS

1. Contractor Information:

Provider Name: Kinship Center, Seneca Family of Agencies
Street Address: 124 River Road, Salinas, CA 93908
Phone: 831-455-9965
FAX: 831-455-4777

Salinas Facility: 124 River Road, Salinas, CA 93908
With Services Also Provided at:
984 Lupin Drive, Suite #5, Salinas, CA. 93906
Phone: 831-443-0662
Facility Fax: 831-455-4777

Monterey Peninsula Facility: 4483 Colonel Durham Street Seaside, CA 93955
Christian Memorial Tabernacle COGIC
Facility Phone: 831-394-5059
Facility Fax: 831-394-5059

South County Facility: 237 9th Street, Greenfield, CA 93927
United Methodist Church
Facility Phone: 831-674-9945
Facility Fax: 831-674-9926

2. Primary Contacts:

Virginia Pierce, MA III DSES, Family and Children’s Services 1000 S. Main Street, Suite 112 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 piercevr@co.monterey.ca.us	Charles Chambers, Program Director Seneca Family of Agencies Kinship Center - Family Ties Program 124 River Road Salinas, CA 93908 831-443-0662 831-455-4777 cchambers@kinshipcenter.org
--	--

3. Administrative Oversight Team:

Virginia Pierce, MA III DSES, Family and Children’s Services 1000 S. Main Street, Suite 112 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 piercevr@co.monterey.ca.us	Leticia Galyean, Division Director Seneca Family of Agencies Kinship Center - Family Ties Program 124 River Road Salinas, CA 93908 408-318-1963 831-455-4777 leticia_galyean@senecacenter.org
--	---

Robert Taniguchi, Deputy Director DSES, FCS 1000 S. Main Street, Suite 209 Salinas, CA 93901 Tel: 831-755-4470 FAX: 831-755- taniguchirk@co.monterey.ca.us	Janet Briggs, CFO Seneca Family of Agencies 15942 Foothill Blvd. San Leandro, CA. 94578 Tel: 510-317-1444 ext. 240 FAX: 510-317-1443 janet_briggs@senecacenter.org
--	--

B. PURPOSE

The purpose of this contract is to provide a support system of care for relative and near-kin caregivers providing full-time care of children who are at risk of dependency or delinquency or have become dependents or delinquents of the juvenile court.

C. PROGRAM DESCRIPTION

1. Target Population

Monterey County residents who are relatives and/or near-kin caregivers providing care giving support to one or more children, ages 21 years or less in their home are eligible for services under this agreement.

2. Services

- a. Services to be provided to the target population by the **CONTRACTOR** include, but are not limited to:
- home-based case management
 - weekly adult support groups
 - teen club
 - individual and group supervised on-site activities for children of caregivers attending support groups, trainings, or meetings at a Seneca Family of Agencies - Kinship Center site
 - parent education

- referrals for free legal services and consultation in collaboration with Legal Services for Seniors and the Monterey College of Law
- transportation assistance when available
- grocery store vouchers
- emergency funds to assist with critical unmet needs
- crisis intervention and referral
- planned recreational events and community activities participation
- educational support for Individual Educational Plans (IEP) through facilitated family conferencing and mediation (Family Unity Model)
- Case Management Needs Assessments and Case Plan
- mental health services in collaboration with D'Arrigo Children's Clinic and Monterey County Behavioral Health
- support to families and relatives during the Team Decision Making (TDM) Process
- support to families and relatives whose children are part of the dependency/delinquency systems.
- **Support to assist relative and near-kin caregivers in completion of an adoption home study for dependent children and youth.**
- **Support to assist informal relative and near-kin caregivers in completion of Legal Guardianship.**

b. Other services to be provided by the **CONTRACTOR** include, but are not limited to:

- Out-stationing Family Ties Staff up to 8 hours per week at the DSS office to encourage close coordination with social workers who provide Family Ties referrals from Emergency Response, Permanency Placement, Family Reunification and CalWorks clients to the Family Ties program;
 - Provide Program education outreach to Probation, DSS eligibility staff, Behavioral Health staff and others who could be potential Family Ties referral sources for non dependent caregivers.
 - Participation in Relatives Offering Ongoing Training and Support (ROOTS) and other trainings as seen to be appropriate;
 - Participate and/or provide input in community based subcommittee and event planning workgroups and/or meetings that pertain to the provision of supports, services and training opportunities targeted at relative/near-kin caregivers.
 - Additional provider activities required by the approved scope of work for Monterey County's Kinship Support Services Program.
 - Work collaboratively with the COUNTY on roll out of the 211-iFoster Kinship Navigator Collaborative Project highlighting Family Ties as a lead agency in the support of relative caregivers, both formal and informal, within Monterey County.
- c. Services will be available for an estimated 200 caregivers and 350 children. If these numbers are exceeded, additional program income may need to be sought to adequately serve the increased population.
- d. Services will be offered to 'Active' and 'Inactive' cases. 'Active' families

include those receiving case management, regular phone and in-person contact from Family Ties staff, and invitations to participate in support groups and other Family Ties sponsored activities. 'Inactive' families are those who are no longer receiving formal case management, but are invited to and participate in the support groups and Family Ties sponsored activities.

- e. Family Ties will not maintain a waitlist and case assignment priority will be given to families of dependent children. All cases referred to Family Ties will be opened within 14 days of referral and if the capacity of the program is reached, additional agency resources will be leveraged to meet those needs.

3. Staffing

The following positions reflect staffing planned for the Family Ties Program, regardless of funding source:

- a. A Program Administrator to be responsible for the management oversight of the program, including supervision of the Program Director, budgetary oversight and program marketing.
- b. A full-time Program Director will be responsible for the overall operation of the program, including direct supervision and evaluation of the assigned staff, budget monitoring, oversight and liaison with Dept. of Health for Targeted Case Management (TCM) ongoing training and billing, fundraising assistance, community outreach and marketing of the program.
- c. Quality Assurance/Case Assistant FTE who will review client case files for correctness and completeness, enter data into the Intranet record of care, prepare for and support monthly Utilization Review, bill TCM, work with the COUNTY designee on data collection and review and perform other related duties.
- d. Program Assistant (PA) .05 FTE to serve as receptionist at the Salinas site and whenever necessary at the Greenfield and Seaside sites. PA will provide intake, information and referral, word processing, enter computer data, and other related duties to support the program.
- e. Office Assistants .05 FTE to serve whenever possible at the Greenfield site. They will provide information and referral, word processing, enter computer data, and other related duties. This position(s) is dependent on the availability of someone to provide this assistance through Community Staffing agreements with the Alliance on Aging Senior Aide Program.
- f. Social Workers/Case Managers 3.0 FTE desirably with a minimum of a Bachelor's Degree in a related field who will conduct family assessments; develop case plans; provide case management, referral services, trainings and crisis intervention as needed; network with DSES social workers, school nurses, and other community partners; lead support groups; participate in recreational outings as needed; facilitate emergency services and referrals; assist with connections to other consultants and professional services, i.e., respite, health, transportation, and legal consultation. The Social Worker/Case Managers will attend Family Support Team meetings (FSTs), Juvenile Court case reviews, Interagency Placement Committee meetings (IPC) and monthly administrative panel reviews when requested, or if they are providing services for a specific family who requests their presence in the meeting or formal court hearing.

- g. Support Services Coordinator .05 FTE to plan, implement, and coordinate recreational and special events for eligible caregivers and/or their children.
- h. Activities Assistant up to .05 FTE, as needed, to support the Recreation Coordinator in the special events and outings for eligible caregivers and/or their children.
- i. Recreation Assistants Part-time/On Call who will provide child specific activities for the program and will offer added supports for various recreational and special events organized by the Support Services Coordinator.
- j. **Permanency Specialist part-time who will assist caregivers in navigating and meeting the legal requirements for either legal guardianship or adoption, depending on their individual situation and circumstances.**

D. FISCAL PROVISIONS

- 1. CONTRACTOR and the COUNTY agree to work collaboratively on the acquisition of additional funding for the KSSP Family Ties Program.
- 2. CONTRACTOR acknowledges that core funding for the KSSP program is pursuant to the actual funding from the COUNTY.
- 3. CONTRACTOR agrees to complete the Invoices as directed in **Exhibit CC**, and provided in **Exhibit DD**, no later than the 10th of the following month.
- 4. The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement for the period July 1, 2013 through June 30, 2014 shall not exceed **three hundred fifty-seven thousand nine hundred and forty-two dollars (\$357,942)**.

E. MEETINGS/COMMUNICATIONS

- 1. CONTRACTOR shall be responsible for reporting to the Seneca Family of Agencies Board of Directors regarding program needs, plans and trends for relative caregivers to include ongoing statistical data and analysis.
- 2. CONTRACTOR will train Family Ties staff to perform community outreach and education about the Family Ties Program.
- 3. The primary contact for the COUNTY shall maintain ongoing contact with the CONTRACTOR. The purpose of this contact will be to maintain open communication, to oversee implementation of the contract; discuss and make decisions regarding contract issues; evaluate contract usage and effectiveness; and make recommendations for contract modifications.
- 4. COUNTY shall meet with the CONTRACTOR at a minimum of three (3) times within the contract year to review budgetary issues, concerns and/or plans for the Family Ties program.

5. COUNTY will work in partnership with the CONTRACTOR in the development and implementation of the Permanency Support Specialist position and services.
6. CONTRACTOR shall provide regular written communication via newsletter, e-blasts, website to the COUNTY regarding supports, activities and events available through Family Ties.

F. REPORTING REQUIREMENTS

1. CONTRACTOR will collect and provide data on all families who receive services and supports through the Family Ties program and will provide this data to the COUNTY as requested, while still meeting any other additional data requirements of the State or other supporting agencies.
2. CONTRACTOR will provide annual reports utilizing a database to the COUNTY for review. The COUNTY will be responsible for approval and submittal of the final report to the California Department of Social Services (CDSS) if so required.
3. CONTRACTOR will participate in other data collection requirements set forth by the COUNTY as appropriate

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and SENECA FAMILY OF AGENCIES

Family Ties Kinship Support Services Program
7/1/2013 – 6/30/14

Program Budget and Invoice Procedures

A. Program Budget

1. Budget

Budget Item	Total Budget	DSES Funding	Kinship Center Other Funding
Salaries	\$255,929	\$193,204	\$62,725
Benefits	\$60,663	\$44,981	\$15,682
<i>Total Salaries and Benefits</i>	\$316,592	\$238,185	\$78,407
Operating Costs			
Rent, Utilities and Administrative	\$92,191	\$67,178	\$25,013
Program Materials, Supplies and Expenses	\$20,500	\$12,000	\$8,500
<i>Total Operating Costs</i>	\$112,691	\$79,178	\$33,513
Indirect costs	\$55,688	\$40,579	\$15,109
<i>Total Program Costs</i>	\$484,971	\$357,942	\$127,029

The maximum amount to be paid by the COUNTY to the CONTRACTOR under this Agreement is (three hundred fifty-seven thousand nine-hundred and forty two dollars (**\$357,942.00**)). The KSSP allocation is used to match Targeted Case Management (TCM) funding the CONTRACTOR receives through a separate agreement with the Monterey County Health Department.

2. Limitations on Certain Types of Payments

- a. **Therapeutic Treatment:** Reimbursement rate for therapeutic treatment will not exceed \$80.00 per hour for registered interns and licenses therapists. Medi-Cal, Victim Witness and private insurance will be maximized before billing therapeutic services to this contract.
- b. **Childcare:** Reimbursement rate for childcare will not exceed \$20.00 per hour per provider. Kinship Center will provide at least one childcare provider for each six children, snacks and supplies. Childcare providers will have a current certification for First Aid and Infant/Child CPR and will have been cleared through the Department of Justice Child Abuse Index. Childcare staff will also have knowledge of age appropriate activities for children and youth. Kinship Center will maintain ROOTS childcare documentation to include name, date and age of children attending. If childcare is requested for ROOTS training and no children arrive for the session, Kinship Center will be reimbursed for one and one-half hours of childcare to compensate the childcare provider.

B. Invoice Procedures

The contractor shall submit a monthly invoice to the Contract Administrator 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.

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and
SENECA Family of Agencies

7/1/2013 - 6/30/2014

INVOICE

Month: _____

BUDGET ITEM	TOTAL CONTRACT	TOTAL MONTHLY EXPENSE	YEAR-TO-DATE EXPENSE	BALANCE CONTRACT FUNDS
Salaries	\$193,204.00			
Benefits	\$44,981.00			
<i>Total Salaries and Benefits</i>	\$238,185.00	\$ -	\$ -	\$ -
Operating Costs				
Rent, Utilities and Administrative	\$67,178.00			
Program Materials, Supplies and Expenses	\$12,000.00			
<i>Total Operating Costs</i>	\$79,178.00	\$ -	\$ -	\$ -
Indirect costs - not to exceed 10%	\$40,579.00			
<i>Total Program Costs</i>	\$357,942.00	\$ -	\$ -	\$ -

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

Person completing the form: _____ Title: _____ Phone: _____
 Authorized signature: _____ Date: _____

Monterey County DSES Authorized Signature/Title: _____ Date: _____

Remit to: Seneca Family of Agencies
 124 River Road
 Salinas, CA 93908