



# County of Monterey

Board of Supervisors  
Chambers  
168 W. Alisal St., 1st Floor  
Salinas, CA 93901

## Legislation Details (With Board Report)

**File #:** 08-790      **Name:**  
**Type:** Minutes      **Status:** Passed  
**File created:** 6/24/2008      **In control:** Board of Supervisors  
**On agenda:** 6/24/2008      **Final action:** 6/24/2008  
**Title:** 29. a. Approve and authorize the Director of the Department of Social & Employment Services, or his designee, to sign an agreement for \$633,578 with the ACTION Council of Monterey County, to provide project leadership and coordination for Differential Response aka: Pathways to Safety for the period of July 1, 2008 through June 30, 2009; and 29. a. Approve and authorize the Director of the Department of Social & Employment Services, or his designee, to sign an agreement for \$633,578 with the ACTION Council of Monterey County, to provide project leadership and coordination for Differential Response aka: Pathways to Safety for the period of July 1, 2008 through June 30, 2009; and

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** 1. Completed Board Order, 2. Fully Executed Amendment 1 to Agreement A-11197 Between County of Monterey and Action Council of Monterey County

| Date      | Ver. | Action By            | Action   | Result |
|-----------|------|----------------------|----------|--------|
| 6/24/2008 | 1    | Board of Supervisors | approved |        |

**COMPLETED BOARD ORDER**

Before the Board of Supervisors in and for the County of Monterey, State of California  
Agreement No: A-11197

a. Approve and authorize the Director of the Department of Social and Employment Services, or his designee, to sign an agreement for \$633,578 with the ACTION Council of Monterey County, to provide project leadership and coordination for Differential Response aka: Pathways to Safety for the period of July 1, 2008 through June 30, 2009; and

b. Authorize the Director of the Department of Social and Employment Services, or his designee, to sign up to three (3) amendments to this Agreement, where the total amendments do not exceed ten percent (10%) of the original contract amount, and do not significantly change the scope of work.

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, effective July 1, 2008, the Board hereby:

a. Approved and authorized the Director of the Department of Social and Employment Services, or his designee, to sign an agreement for \$633,578 with the ACTION Council of Monterey County, to provide project leadership and coordination for Differential Response aka: Pathways to Safety for the period of July 1, 2008 through June 30, 2009; and

b. Authorized the Director of the Department of Social and Employment Services, or his designee, to sign up to three (3) amendments to this Agreement, where the total amendments do not exceed ten percent (10%) of the original contract amount, and do not significantly change the scope of work

PASSED AND ADOPTED this 24th day of June, 2008, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Mettee-McCutchon, Potter

NOES: None

ABSENT: None

I, Annette D'Adamo, Interim Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 74 for the meeting on June 24, 2008.

Dated: June 26, 2008 Annette D'Adamo, Interim Clerk of the Board of Supervisors

County of Monterey, State of California

Deputy

BIB]

39631-U01  
COMPLETED-U02  
BOARD-U02  
ORDER-U02  
LI21329-U03  
FO21330-U03  
FO62956-U03  
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FULLY EXECUTED AMENDMENT 1 TO LIBRARY COUNTY OF MONTEREY  
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  
Exhibit B  
Exhibit CC  
Exhibit DD  
Exhibit E  
Exhibit F  
Exhibit G  
FCS/Bach  
ACTION Council  
Amendment # 1 to Contract # A-11197  
Page 1 of 3  
Scope of Services/Payment Provisions  
DSES Additional Provisions  
Program Budget  
Billing Summary/Claim Form  
Sub-Contractor Report of Expenditures  
Child Abuse and Neglect Reporting  
HIPPA Business Associate Agreement

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39961-U01  
FULLY-U02  
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AMENDMENT-U02  
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FULLY EXECUTED AMENDMENT 1 TO ~~LIB 4~~ 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 WHEREOF, the parties hereby execute this amendment as follows:

By: 72

Elliott Robinson

Director, PSE,

Date:

FCS/Bach

ACTION Council

Amendment # 1 to Contract # A-11197

Page 2 of 3

CONTRACTOR:

ACTION Council of

By,,

Chair, President, Vice-President

//Z' 7"e(y,~\_t i t c

Print Name & Title)

Date: 1 91

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FULLY EXECUTED AMENDMENT 1 TO LIBRARY ACTION Council of Monterey County

Approved as to Form: By:  
Senior Deputy County Counsel  
Date: laO~  
Auditor-Conttroll er 70M c e  
Date: 121 10  
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ACTION Council  
Amendment # 1 to Contract # A-11197  
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FULLY EXECUTED AMENDMENT 1 TO  Exhibit AA  
SCOPE OF SERVICES/PAYMENT PROVISIONS  
Action Council of Monterey County  
July 1, 2008 to June 30, 2009  
1 CONTACT INFORMATION  
Contractor Name: ACTION Council of Monterey County  
Mailing Address:

Contact Person: 369 Main St., Suite M  
Salinas, CA 93901  
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.  
ACTION Council of Monterey County FCS/Bach  
Amendment #1, Exhibit AA CWS  
Page 1 of 3 July 1, 2008 to June 30, 2009

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FULLY EXECUTED AMENDMENT 1 TO <sup>1</sup> B <sup>1</sup> Exhibit AA  
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.

ACTION Council of Monterey County FCS/Bach

Amendment #1, Exhibit AA CWS

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FO21330-U03  
FO62956-U03  
FO64075-U03  
MG69409-U03  
AS69434-U03  
AS69436-U03  
AI70344-U03  
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C5-U03  
AGREEMENTS-U03  
5/28/2009-U04  
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APPROVE-U07  
AUTHORIZE-U07  
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SOCIAL-U07  
&-U07  
EMPLOYMENT-U07  
SERVICES,-U07  
OR-U07  
HIS-U07  
DESIGNEE,-U07  
TO-U07  
SIGN-U07  
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511-DSS-U08  
OLDS-U09  
ANNA-U09  
OLDSAM-U10  
6/12/2008-U011  
AGREEMENT-U012  
\$633,578-U012  
ACTION-U012  
COUNCIL-U012  
OF-U012  
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PROJECT-U012  
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COORDINATION-U012  
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RESPONSE-U012  
AKA:-U012  
PATHWAYS-U012  
TO-U012  
SAFETY-U012  
PERIOD-U012  
JULY-U012  
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2008-U012  
THROUGH-U012  
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THREE-U012  
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AMENDMENTS-U012  
TO-U012  
AGREEMENT,-U012  
TOTAL-U012  
AMENDMENTS-U012  
DO-U012  
EXCEED-U012  
TEN-U012

PERCENT-U012  
10%)-U012  
OF-U012  
ORIGINAL-U012  
CONTRACT-U012  
AMOUNT,-U012  
DO-U012  
SIGNIFICANTLY-U012  
CHANGE-U012  
SCOPE-U012  
OF-U012  
WORK-U012

FULLY EXECUTED AMENDMENT 1 TO ~~B-5~~ 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 FCS/Bach  
Amendment #1, Exhibit AA CWS

Page 3 of 3 July 1, 2008 to June 30, 2009

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TO-U02  
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A-11197-U02  
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OF-U02  
MONTEREY-U02  
ACTION-U02  
COUNCIL-U02  
OF-U02  
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AMENDMENTS-U012  
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ORIGINAL-U012  
CONTRACT-U012



AMOUNT,-U012  
DO-U012  
SIGNIFICANTLY-U012  
CHANGE-U012  
SCOPE-U012  
OF-U012  
WORK-U012

FULLY EXECUTED AMENDMENT 1 TO ~~BIB]~~ ACTION Council of Monterey County  
Budget  
July 1, 2008 through June 30, 2009  
Exhibit CC

CATEGORY FTE 12-MONTH BUDGET

Salaries

ED 0.5 42,500  
Coordinator 1 58,000  
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

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 FCS/ Bach  
Amendment #1 CWSOIP  
Exhibit CC 07/01/08 to 6/30/09

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FULLY EXECUTED AMENDMENT 1 TO ~~1~~ ~~B~~ ~~0~~ ~~0~~ ~~0~~ 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  
Coordanator 1 58 000  
FRS 5 208 000  
Support Staff 1 22,872  
Benefits 20%) 66,2 4  
Subtotal 397,646

Grant Development 32 600  
Community Ca ici Building 42 600  
Support Funding 38,000  
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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

Authorized signature

Monterey County DSES Authorized Signature

Phone Number

Phone Number

Date

Date

Date

Exhibit DD

FCSBach

ACTION Council CWSOIP

Amendment #1 07/01/08 06/30/09

Exhibit DD

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