

CHILD ABUSE PREVENTION, INTERVENTION AND TREATMENT (CAPIT),
PROMOTING SAFE AND STABLE FAMILIES (PSSF), AND CHILD WELFARE SERVICES
OUTCOME IMPROVEMENT PROJECT (CWSOIP)

AGREEMENT FOR SERVICES #202-S0711

AMENDMENT II

This Amendment II to that Agreement for Services #202-S0711, made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and New Morning Youth and Family Services, Inc., a non-profit California Corporation, duly qualified to conduct business in the State of California, whose principal place of business is 6765 Green Valley Road, Placerville, CA 95667; (hereinafter referred to as "Subrecipient");

WITNESSETH

WHEREAS, Subrecipient has been engaged by County to provide child abuse prevention, intervention and treatment services for the Child Abuse Prevention, Intervention and Treatment (CAPIT) and Promoting Safe and Stable Families (PSSF) programs, of which the Differential Response Program is a component, for the Human Services Department, Social Services Division, in accordance with Agreement for Services #202-S0711, dated October 17, 2006 and Amendment I of said Agreement dated 12/05/06, incorporated herein and made reference a part hereof; and

WHEREAS, County is in receipt of additional funding for the Differential Response Program under the Child Welfare Services Outcome Improvement Project (CWSOIP) from the California Department of Social Services (CDSS), and;

WHEREAS, the parties hereto have mutually agreed to amend said Agreement to include Path II Differential Response services, hereby amending **ARTICLE I - Scope of Services**, **ARTICLE III – Compensation for Services** and **ARTICLE IV – Program Monitoring and Statistical Reporting Responsibilities**.

NOW THEREFORE, the parties do hereby agree that Agreement for Services #202-S0711 shall be amended a second time as follows:

ARTICLE I

Scope of Services: Subrecipient agrees to provide, for El Dorado County, county-wide prevention, intervention and treatment services for children, and families of these children, who are abused, neglected, or at risk of abuse or neglect, as defined in the CAPIT Program (Welfare and Institutions Code Section 18960, et seq., see Exhibit "A" marked "Child Abuse Prevention, Intervention and Treatment (CAPIT) Requirements", incorporated herein and made by reference a part hereof) and PSSF Program (Welfare and Institutions Code Sections 16600-16605, see Exhibit "B" marked "Promoting Safe and Stable Families (PSSF) Requirements", incorporated herein and made by reference a part hereof) in order to prevent the occurrence or recurrence of child abuse.

Subrecipient shall ensure that services meet the goals and objectives of Exhibit "C" marked "El Dorado County Child Abuse Prevention, Intervention and Treatment (CAPIT), Community Based Child Abuse Prevention (CBCAP), and Promoting Safe and Stable Families (PSSF) Three Year Plan, 2005-2008", incorporated herein and made by reference a part hereof.

Subrecipient and Providers agree to provide Path II Differential Response services in collaboration with the Human Services Department to include joint home visits with Children's Protective Services (CPS) and any ensuing services, case management and monitoring necessary as determined by the parties involved in the joint home visit.

Subrecipient and Providers shall continue to participate in Multi-Disciplinary Teams as requested by County, at no charge to County.

Subrecipient and Providers shall ensure that all employees, volunteers, consultants, and agents performing services under this Agreement report child abuse or neglect to a child protective agency, as defined in Penal Code Section 11165.9. Subrecipient and Providers shall require each employee, volunteer, consultant, and agent to sign a statement acknowledging that he/she knows of the reporting requirements as defined in Penal Code Section 11166 and will comply with the provisions said Code Section.

Families to be served under this Agreement shall include those being served by DHS due to abuse or neglect, families with Child Welfare Services Court-ordered case plans, and at-risk children referred for services by legal, medical or social service agencies. Isolated families shall be identified and served, especially those with children ages 0-14. Subrecipient and Providers shall employ, and shall continue to employ, bicultural and/or Spanish-speaking staff that are culturally and linguistically competent and able provide services described to English and Spanish-speaking clients. Subrecipient and Providers staff members shall attend best-practice trainings to continue countywide access to the most effective therapeutic techniques.

CAPIT funds shall be used to provide services to children and their families at risk of abuse/neglect using proven programs with demonstrated effectiveness in prevention and intervention of child abuse. Services shall target isolated families, particularly those with children five years of age or younger, including child victims of crime and Spanish-speaking families.

Activities to be completed between 07/01/06 and 06/30/07 using CAPIT funds include but are not limited to:

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to Head Start Classrooms.

- SLTWC shall provide 6 Child Abuse Prevention Education presentations to licensed child care facilities.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe kindergarteners.
- SLTWC shall provide 20 Child Abuse Prevention Education presentations to 200 South Lake Tahoe first graders.
- Subrecipient shall publish four (4) – half (1/2) page advertisements in the Mt. Democrat newspaper prior to/during Child Abuse Prevention Month (April) in collaboration with the El Dorado County Child Abuse Prevention Council.
- Subrecipient shall provide child abuse prevention support, crisis intervention, assessment and on-going therapy to a minimum of 30 children ages 0 - 14 at risk of child abuse.
- SLTWC shall provide 15 pregnant or parenting teens participating in the Young Parents Program at Mt. Tallac High School with ongoing/weekly case management, life skills training and parenting education.

PSSF funds shall be used to prevent unnecessary separation of children from their families, improve quality of care and services to children and their families and ensure permanency for children by reuniting them with their parents, either by adoption or by another permanent living arrangement. PSSF funds shall be allocated and expended with a minimum of thirty percent (30%) in each of the following categories:

- **Time-Limited Family Reunification**
- **Family Support Services**
- **Family Preservation Services**

Activities to be completed between 07/01/06 and 06/10/07 using PSSF funds include but are not limited to:

- Subrecipient shall provide a minimum 250 safe bed nights and 700 meals to a minimum of 25 children who are court-ordered into custody while Children's Protective Services (CPS) social workers identify appropriate long-term foster care placements.
- Subrecipient and TYFS shall continue to act as coordinators in implementing the Differential Response Program in both the Tahoe Basin and Western Slope of El Dorado County, assessing and linking a minimum of 25 low-to-moderate risk families with services appropriate to their needs.
- Subrecipient shall provide intake and initial assessment, case management and ongoing therapy to a minimum of 8 Western Slope families.
- TYFS shall provide the following services (up to 75 units of service), to a minimum of 8 pregnant and parenting teens and their children participating in the Young Parents Program at Mt. Tallac High School: intake and initial assessment, case management, family therapy, therapy for children ages 0-5 and 0-14, individual and group counseling.

- TYFS shall provide the following services, as needed (up to 225 units of service) to a minimum of 20 Tahoe Basin families to be served in family, group, crisis and individual counseling, including each client's intake, assessment, case management and counseling services for families with pregnant and parenting teens and families with children ages 0-14, with preference given to families with children ages 0-5 and families involved in the Differential Response and Voluntary Family Maintenance Programs through DHS.
- SLTWC shall provide individual parenting education to 15 clients and group parenting education in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0-6.
- NMYFS shall provide one parenting education course in Spanish to a minimum of 6 clients using a culturally appropriate, non-violent approach through the *Celebrando sus Padres* curriculum for Latina mothers with children ages 0 - 6.

CWSOIP – Differential Response funds shall be used to provide Path II Differential Response services in El Dorado County.

Activities to be completed between the effective date of Amendment II through 06/30/07 using CWSOIP funds include but are not limited to:

- Joint home visits with Department Children's Protective Services (CPS) staff.
- Services, case management and monitoring determined necessary by CPS and Subrecipient staff in order to prevent the occurrence or re-occurrence of child abuse or neglect.
- Immediately report client failure to engage in and actively participate in services.
- Immediately refer to CPS if there are concerns of abuse or neglect.

Subrecipient and Providers expending \$500,000 or more in a year in Federal awards shall provide an annual independent audit by a certified public accounting firm.

Subrecipient and Providers shall maintain necessary program records documenting services performed and/or purchased and fiscal records showing expenditures made during the Agreement period. These records shall be open to inspection by representatives of the El Dorado County Department of Human Services and the State of California at all reasonable times. Upon request, Subrecipient and Providers shall make these records available within the County to all authorized County, State (including Auditor-Controller), and Federal personnel. Records shall be maintained for at least five years from the end of the Agreement period or until State audits are completed, whichever is later.

Failure to perform requisite audit functions as required by the Agreement may result in County performing any necessary audit tasks or, at County's option, County may contract with a public accountant to perform the audit. All audit costs related to this Agreement are the sole responsibility of Subrecipient, who agrees to take corrective action to eliminate any material non-compliance or weakness found as a result of such audit. Audit work performed by County under this Agreement shall be billed to Subrecipient at County's costs.

ARTICLE III

Compensation for Services: For services provided herein, County agrees to pay Subrecipient monthly in arrears. Subrecipient shall submit invoices no later than fifteen (15) days following the end of a “service month.” An exception will be the billing for June, which must be received by County by June 10th. Subrecipient will ensure the expenditure of all funds by June 10th of the fiscal year. For billing purposes, a “service month” shall be defined as a calendar month during which Subrecipient provides services.

Invoices for services rendered under the Agreement shall be submitted on a per client, per service, basis, using client identification numbers, as demonstrated in the attached sample invoice, Revised Exhibit “D” marked “CAPIT/PSSF/CWSOIP Invoice”, incorporated herein and made by reference a part hereof. If an alternate invoice is used, all fields noted on Exhibit “D” are mandatory. Subrecipient shall attach to each invoice a list of the names associated with client identification numbers, when the clients are referred by and/or are CPS clients, whether court ordered, voluntary or differential response.

The maximum charges to CAPIT/PSSF/CWSOIP grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT, PSSF or CWSOIP funds for services that have been paid, or will be paid by another funding source, or the difference between the amount that has or will be paid with another funding source and the actual cost of the service. The exception will be that Subrecipient shall be allowed to charge the difference between the daily cost to house a CPS child at the New Morning Youth and Family Services Shelter and the amount Subrecipient will receive in foster care funds for the child, to the PSSF grant, in the Time Limited Reunification category.

The total amount of this Agreement, as amended, shall not exceed \$156,975.00. This funding consists of \$42,500.00 in CAPIT grant funds, \$85,475.00 in PSSF grant funds, and \$29,000.00 in CWSOIP funds. This funding is contingent upon the availability of these funds from CDSS and the amount may change without notice.

Funding distribution shall be:

- *\$42,500.00 in CAPIT funds
- *\$85,475.00 in PSSF funds, with a minimum of 30% in each PSSF category as shown in the chart below.

Service Component
Family Reunification
Family Support
Family Preservation

- \$29,000.00 in Child Welfare Services Outcome Improvement Project funds.

*The expenditure of these funds is subject to the audit requirements under the Single Audit Act of 1984 and OMB Circular A-133.

ARTICLE IV

Program Monitoring and Statistical Reporting Responsibilities: County shall conduct on-site visits to the Subrecipient and Providers no less frequently than once a year to review compliance with this Agreement. To evaluate the performance in relation to the scope of work, unannounced site visits may be made to Subrecipient and Providers.

Subrecipient and Participants shall participate as requested by County, at no charge to County, in any research and/or evaluative studies designed to show the effectiveness and/or efficiency of Subrecipient and Providers service and/or to provide information about CAPIT and/or PSSF.

Subrecipient and Providers are responsible to provide any other information that may be requested or required by the Federal, State or County government regarding CAPIT or PSSF grants and services.

The Subrecipient and Providers shall provide each CPS office with clear direction(s) on how to refer under this funding stream within thirty (30) days of Board of Supervisors approval and execution of this Agreement.

When Subrecipient and/or Providers bill CPS for services under another contract, Subrecipient and Providers shall respond to any inquiry letters to verify why a said client is not or cannot be served under the funding sources specified under this contract.

Monthly, Subrecipient shall provide the following information to County, at no charge to County, regarding clients referred by CPS through the Differential Response Program, Path I, to the Subrecipient and/or Providers:

- Names of clients provided an initial contact and date(s) of contacts
- Names of clients offered services and the services provided
- Names of clients participating in services, the types of services and dates and locations of services

Monthly, Subrecipient shall submit to County, at no charge to County, the Service Goals and Outcomes Summary, OCAP 150, in accordance with Exhibit "E" marked "CAPIT, CBCAP, PSSF Service Goals and Outcomes Summary", incorporated herein and made by reference a part hereof which includes data on clients served by the Subrecipient and Providers for the previous calendar month. This report shall not include data on Differential Response, Path II, clients. This report is due to County no later than the 15th of the month following the service month.

Monthly, Subrecipient shall provide the following information to County, at no charge to County, regarding clients referred by CPS through the Differential Response Program, Path II, to the Subrecipient and/or Providers:

- Names of clients provided a home visit with Subrecipient or Provider and CPS and date(s) of home visit(s).
- Names of clients actively participating in services as a result of the Differential Response, Path II, Program. The report shall list the types, dates and locations of services.
- Any other information the County may determine is needed in order to track the outcomes of the Differential Response Program.

Quarterly, Subrecipient shall submit to County, at no charge to County, reports on Service Effectiveness containing information on Engagement, Short Term, and Intermediate Outcomes of services provided by Subrecipient and Providers in this Agreement, as outlined in Exhibit "F" marked "Child Abuse Prevention, Intervention & Treatment (CAPIT) Promoting Safe and Stable Families (PSSF) Service Effectiveness", incorporated herein and made by reference a part hereof. This requirement shall include conducting pre- and post-service tests, as well as client surveys, designed to capture data as required by CDSS.

The Service Effectiveness quarterly reporting schedule is:

Service Period	Due Date
Beginning of Agreement through September 30th	October 31 st
October 1 through December 31	January 31 st
January 1 through March 31	April 30 th
April 1 through June 30	July 31 st


Semi-annually, Subrecipient shall submit to County the Service Goals and Outcomes Summary in accordance with Exhibit "E" which includes data on clients served by Subrecipient and Providers from the date of the execution of this Agreement through December 31st and from January 1st through June 30th. These cumulative reports shall be due to County no later than January 31st and July 31st.

Annually, Subrecipient shall submit to County a list of all trainings attended during the fiscal year by Subrecipient and Providers staff that provide services under this Agreement. This report shall be due to County no later that July 31st.

Subrecipient and Providers shall attend, if at all possible, at their own expense, any relevant state-sponsored training related to CAPIT, PSSF, Differential Response or Child Welfare Services Outcome Improvement Project offered in El Dorado or Sacramento Counties.

Except as herein amended, all other parts and sections of that Agreement #202-S0711 shall remain unchanged and in full force and effect.


Requesting Contract Administrator/Department Head:

By:  Dated: 12/15/06
John Litwinovich, Director
Human Services Department

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to that Agreement for Services #202-S0711 on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

--- COUNTY OF EL DORADO ---

Dated: January 30, 2007

By: 
Second Vice Chairman, Board of Supervisors
RON BRIGGS "County"

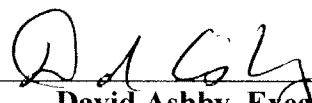
ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: Cindy Keck Date: January 30, 2007
Deputy Clerk

-- SUBRECIPIENT --

Dated: 1/2/06

NEW MORNING YOUTH AND FAMILY SERVICES, INC.
A CALIFORNIA CORPORATION

By: 
David Ashby, Executive Director
"Contractor"

