

**EL DORADO COUNTY BOARD OF SUPERVISORS**

**AGENDA ITEM TRANSMITTAL**

**Meeting of December 5, 2006**

**AGENDA TITLE:** Amendment I to Agreement #202-S0711 with New Morning Youth and Family Services, Inc. Retroactive to and Effective July 1, 2006

<b>DEPARTMENT:</b> Human Services-Social Services	<b>DEPT SIGNOFF:</b> <i>John Litwinovich</i>	<b>CAO USE ONLY:</b> <i>C. Laura Schwasty</i> 11/22
<b>CONTACT:</b> John Litwinovich		
<b>DATE:</b> 11/20/2006	<b>PHONE:</b> 7275	

**DEPARTMENT SUMMARY AND REQUESTED BOARD ACTION:**  
 Human Services, Social Services Division, recommends that the Board:  
 1) Approve Amendment I to Agreement for Services #202-S0711 with New Morning Youth and Family Services, Inc. for provision of Child Abuse Prevention, Intervention and Treatment ("CAPIT") and Promoting Safe and Stable Families ("PSSF") services for clients of the Department of Human Services, Social Services Division. The total amount of this Amendment changes the term from October 17, 2006 through June 30, 2007 to July 1, 2006 through June 30, 2007, with no change in the maximum compensation.  
 2) Authorize Chairman to execute said Agreement.

**CAO RECOMMENDATIONS:** *Recommend approval* *D. Hill 11/22/06*  
*Retroactive as to term due to efforts between department and agency to merge two contracts into one at during the first quarter of the fiscal year.*

Financial impact? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Funding Source: <input checked="" type="checkbox"/> Gen Fund <input checked="" type="checkbox"/> Other Other: Federal, State and County
<b>BUDGET SUMMARY:</b>	<b>CAO Office Use Only:</b>
Total Est. Cost <u>\$127,975.00</u>	4/5's Vote Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Funding</b>	Change in Policy <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Budgeted <u>\$127,795.00</u>	New Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
New Funding <u>\$0.00</u>	<b>CONCURRENCES:</b>
Savings <u>\$0.00</u>	Risk Management <input checked="" type="checkbox"/>
Other <u>\$0.00</u>	County Counsel <input checked="" type="checkbox"/>
Total Funding <u>\$127,795.00</u>	Other _____
<b>Change in Net County Cost</b> <u>\$0.00</u>	

**\*Explain** \$127,975 is budgeted for FY 2006/07.

**BOARD ACTIONS:**

<b>Vote:</b> Unanimous _____ Or _____ <b>Ayes:</b> _____ <b>Noes:</b> _____ <b>Abstentions:</b> _____ <b>Absent:</b> _____ Rev. 04/05	<b>I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors</b> <b>Date:</b> _____ <b>Attest:</b> Cindy Keck, Board of Supervisors Clerk <b>By:</b> _____
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**EL DORADO COUNTY  
DEPARTMENT OF HUMAN SERVICES**

*John Litwinovich  
Director*

November 20, 2006

El Dorado County Board of Supervisors  
330 Fair Lane  
Placerville, CA 95667

Members of the Board:

**Title:** Amendment I to Agreement #202-S0711 with New Morning Youth and Family Services, Inc.  
Retroactive to and Effective July 1, 2006

**Recommendations:**

Human Services, Social Services Division, recommends that the Board:

- 1) Approve Amendment I to Agreement for Services #202-S0711 with New Morning Youth and Family Services, Inc. for provision of Child Abuse Prevention, Intervention and Treatment ("CAPIT") and Promoting Safe and Stable Families ("PSSF") services for clients of the Department of Human Services, Social Services Division. The total amount of this Amendment changes the term from October 17, 2006 through June 30, 2007 to July 1, 2006 through June 30, 2007, with no change in the maximum compensation.
- 2) Authorize Chairman to execute said Agreement.

**Reasons for Recommendations:**

On October 17, 2006 the Board approved Agreement for Services #202-S0711 with New Morning Youth and Family Services, Inc. for the provision of CAPIT and PSSF services on behalf of the Department of Human Services, Social Services Division. The original Agreement was effective upon execution. New Morning has requested that the Agreement be made retroactive to July 1, 2006 to allow for payment for services provided between July 1, 2006 and October 17, 2006. County Counsel and Risk Management have approved the Amendment. A copy is on file with the Board Clerk.

**Fiscal Impact:**

The maximum compensation amount of this Agreement remains \$127,975, which has been budgeted for FY 2006/07. Funding sources are Federal, State and County.

**Net County Cost:**

No change in the net county cost.

**Action To Be Taken Following Approval:**

Board Clerk to:

- 1) Forward two originals of the executed Amendment I to Agreement for Services #202-S0711 to Procurement and Contracts.

Sincerely,

John Litwinovich  
Director of Human Services

# RUSH

Contract #: 202-S0711, AMD I

## CONTRACT ROUTING SHEET

Date Prepared: \_\_\_\_\_

Need Date: Dept needs ASAP please!  
Thank you!!

### PROCESSING DEPARTMENT:

Department: CAO/Proc. & Contracts  
Dept. Contact: Pam Carlone  
Phone #: 5833  
Department  
Head Signature: Bonnie H. Rich

### CONTRACTOR:

Name: New Morning Youth & Family  
Address: 6765 Green Valley Road  
Placerville, CA 95667  
Phone: 622-5551

2006 NOV 13  
EL DORADO COUNTY COUNSEL  
Shirley Delaney

### CONTRACTING DEPARTMENT:

Human Services

Service Requested: Child Abuse Prevention, Intervention & Treatment for CAPIT & PSSF

Contract Term: Expires 6/30/07 Amendment Value: \$ -0-

Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Compliance verified by: \_\_\_\_\_

### COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 11-14-06 By: Carlone  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

ASSIGNMENT

DATE: 11/14/06  
ATTORNEY: Ed Karp  
DEPT. INDEX NO.: 000000  
BY: [Signature]

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

### RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 11/15/06 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

NOV 15 2006

### OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

# ORIGINAL

## AGREEMENT FOR SERVICES #202-S0711 AMENDMENT I

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This Amendment I 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 for the Human Services Department, Social Services Division, in accordance with Agreement for Services #202-S0711, dated October 17, 2006, incorporated herein and made by reference a part hereof; and

**WHEREAS**, the parties hereto have mutually agreed to amend the term of said Agreement to cover the period of July 1, 2006 through June 30, 2007, with no increase in compensation, hereby amending **ARTICLE I – Scope of Services; ARTICLE II - Term** and **ARTICLE III - Compensation for Services**.

**NOW THEREFORE**, the parties do hereby agree that Agreement for Services #202-S0711 shall be amended a first 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 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 July 1, 2006 through June 10, 2007 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 July 1, 2006 through June 30, 2007 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.

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 II**

**Term:** This Amendment shall become effective when fully executed by both parties hereto and shall cover the period of July 1, 2006 through June 30, 2007. The Agreement may be extended for one additional year, through June 30, 2008, upon written consent of both parties.

## **ARTICLE III**

**Compensation for Services:** For services provided herein, County agrees to pay Subrecipient in arrears. For the period of July 1, 2006 through October 17, 2006 Subrecipient shall submit invoice(s) upon final execution of this Amendment. For the period of October 18, 2006 through June 30, 2007 Subrecipient shall submit invoice(s) 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 10<sup>th</sup>. Subrecipient will ensure the expenditure of all funds by June 10<sup>th</sup> 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, Exhibit "D" marked "CAPIT/PSSF 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 grants for each service shall not exceed the prevailing Medi-Cal reimbursement rate. The Subrecipient shall not charge CAPIT or PSSF 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 shall not exceed \$127,975.00. This funding consists of \$42,500.00 in CAPIT grant funds and \$85,475.00 in PSSF grant 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.

<b>Service Component</b>
Family Reunification
Family Support
Family Preservation

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

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: 11/17/06  
John Litwinovich, Director  
Human Services Department

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IN WITNESS WHEREOF, the parties hereto have executed this First 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: \_\_\_\_\_

By: \_\_\_\_\_  
Chairman, Board of Supervisors  
"County"

ATTEST:  
Cindy Keck, Clerk  
of the Board of Supervisors

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Deputy Clerk

-- SUBRECIPIENT --

Dated: 11/17/06

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

By: David Ashby  
David Ashby, Executive Director  
"Contractor"