

COUNTY OF MONTEREY

Amendment #1 to Agreement # 5010-385

San Bernardino County – Department of Aging and Adult Services – Public Guardian

THIS AMENDMENT #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and San Bernardino County – Department of Aging and Adult Services – Public Guardian (hereinafter “CONTRACTOR”).

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement with San Bernardino county – Department of Aging and Adult Services – Public Guardian to provide technical assistance to assist with the implementation, development, and ongoing administration of the Age Wise Program for the County of Monterey Department of Social Services, Area Agency on Aging for the period of May 1, 2024 to June 30, 2026 for a contract total of \$200,000 (hereinafter “Original Agreement”)

WHEREAS, the parties wish to amend the Agreement via Amendment #1 to **amend the budget**, to move unspent funds from FY23-24 to FY24-25 with no changes to the contract term and contract amount.

AGREEMENT

NOW THEREFORE, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement incorporated herein by this reference, except as specifically set forth below.

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION” is hereby amended as follows**” 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.”
2. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**
“County shall pay 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 \$200,000.00.”
3. **Exhibit AA**, Section VII, “**PAYMENT SUMMARY**” shall be amended with the following:
“The maximum amount to be paid by COUNTY to CONTRACTOR for the term period May 1, 2024 through June 30, 2024, shall not exceed **fifty thousand and one cent (\$50,000.01) per Exhibit CC**, Budget and Invoice.

The maximum amount to be paid by COUNTY to CONTRACTOR for the term period July 1, 2024 through June 30, 2025, shall not exceed **eighty-three thousand, three hundred thirty-three and thirty-three cents (\$83,333.33) per Exhibit CC**, Budget and Invoice”
4. **Exhibit BB** replaces Exhibit B, references the new **Exhibit AA and Exhibit CC**.
5. **Exhibit CC** replaces Exhibit C, provides the budget details for the changes on funding categories and allocated amounts.
6. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

7. A copy of this Amendment #1 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
DSS Director/Assistant Director

By: _____
(Chair, President, Vice-President)

Date: _____

Dawn Rowe, Chair, Board of Supervisors
(Print Name & Title)

Date: _____

SAN BERNARDINO COUNTY



Dawn Rowe, Chair, Board of Supervisors

Dated: _____
SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____
Deputy

Approved as to Form:

Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:

Auditor Controller's Office

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

**San Bernardino County Age Wise Program
TECHNICAL ASSISTANCE
May 1, 2024 to June 30, 2026**

I. CONTACT INFORMATION:

Contractor: Dr. Krystle Rowe, Deputy Director
Department of Aging and Adult Services-Public Guardian
784 East Hospitality Lane
San Bernardino, CA 92415
(909) 891-3870 Phone
(909) 891-9077 Fax

County Contract Manager: Thom De La Cruz, Management Analyst III
Area Agency on Aging
Department of Social Services
730 La Guardia Street
Salinas, CA 93905
(831) 796-3391
delacruz@co.monterey.ca.us

II. OFFICE LOCATION WHERE SERVICES OCCUR:

Address: 730 La Guardia Street, Salinas, CA 93905

III. SUBAWARD INFORMATION:

Sub-award: State of California, Department of General Services, Mental Health Services Oversight and Accountability Commission

CONTRACTOR Unique Entity Identifier (UEI): PNJMSCHMV7

Agreement Number: 22MHSOAC040

Date County Awarded Funding: 6/29/2023

Dollar Amount: \$200,000 (Technical Assistance)

Award Description:

Mental Health Services Act (MHSA), item# 4560-10101-3085, Fiscal Ref 1011, FY 22/23, Chapter 45/22, Statute 2022

MHSA, item# 4560-10101-3085, FY 23/24, Statute 2023

Research and Development: No

Indirect Cost Rate: None

IV. COMPLIANCE REQUIREMENTS:

This Agreement sets forth the terms and conditions by which the COUNTY OF MONTEREY (“COUNTY”) shall establish, and SAN BERNARDINO COUNTY (“CONTRACTOR”) shall operate the Age Wise Program to address the mental health needs of older adults in Monterey County. This Agreement is part of a larger grant program to scale the Age Wise Program methods of service delivery in Monterey County through the Older Adults grant program (Older Adults), as funded by the Mental Health Services Oversight and Accountability Commission in accordance with the Mental Health Wellness Act of 2013.

V. SERVICES TO BE PROVIDED BY CONTRACTOR:

CONTRACTOR will provide guidance and support to COUNTY during the approved grant period as funded by the Mental Health Services Oversight and Accountability Commission (MHSOAC). CONTRACTOR will provide Technical Assistance in order to assist with the implementation, development and ongoing administration of the Age Wise Program in Monterey County. Technical Assistance will be provided to support COUNTY with maintaining the fidelity of the Age Wise Program model as it focuses on the provision of comprehensive, multidisciplinary behavioral health and wellness services for older adults.

- **Technical Assistance** for COUNTY shall focus on the following:
 - Provide literature and training specific to the **Administration** of the Age Wise Program, to include the Age Wise Program Protocol Manual, and other relevant process flow charts and guidebooks.
 - Provide literature and training specific to the **Clinical oversight** of the Age Wise Program, to include the Outpatient Chart Manual and all supporting Age Wise Program chart documentation used in compliance with a Full Service Partnership (FSP) model.
 - Provide training and consultation regarding the Age Wise Program **FSP mission and approach** including networking and collaborative partnership approach to providing comprehensive care aging systems.
 - Provide education and consultation regarding the **funding, evolution, and respective growth** of the Age Wise Program to assist with the advancement of the provision and sustainability of behavioral health and wellness services for older adults.
 - Provide consultation to MHSOAC staff and COUNTY on contract monitoring efforts related to core program components, including all necessary data collection, to demonstrate compliance with technical assistance efforts to assist with the implementation, development, and ongoing administration of the Age Wise Program.

Deliverables:

- Provide program specific training, technical assistance, and an evaluation workplan.

- Conduct site visits to COUNTY programs to ensure the Age Wise Program is being implemented with full fidelity to the core components: (2 per year beginning in Year 1)
 - Administrative Oversight including Workforce and Infrastructure
 - Clinical FSP behavioral health and wellness services
 - Specializing in an aging friendly service culture, able to provide comprehensive wraparound services to the older adult population; clarify what creates an aging friendly service culture
 - Community partnerships and networking systems
 - Intensive behavioral health and wellness care coordination
 - Program sustainability
- Conduct site visits at San Bernardino to observe their Age Wise Program
- Provide formal training schedule of topics and meeting dates and times to occur within Year 1. Associated agendas, training materials and supporting documents will be supplied in advance of each training meeting. Virtual trainings will be hosted in group format for COUNTY and all Age Wise Program grantees to attend. Trainings will be scheduled at minimum one time per month, ranging in time from one hour to four hours. Year 2 and Year 3 trainings will be provided as needed, and may be specialized to support the COUNTY and each individual Age Wise Program grantee based on the results of the evaluation workplan submitted at end of Year 1.
- Participate in technical assistance and evaluation learning collaboratives with the MHSOAC Commission and COUNTY operating an Age Wise Program to share best practices, lessons learned, and sustainability strategies.
- Provide an evaluation workplan which will outline the common measures, the plan for program data collection, and how quantitative and qualitative evaluation data will be collected. Please note, evaluation measures are subject to change.
- Develop common quality improvement measures and share with learning collaborative participants.
- Assist all involved parties with the forming of a collaboration of behavioral health and aging friendly organizations who will continue to advance the development of innovative approaches for the provision of behavioral health and wellness services for older adults which are necessary to address gaps in service and to provide more efficient access to aging programs and resources.
- Share published Age Wise Program branded material templates to assist with the design, advertising, and outreach of the services.
- Conduct a statewide gathering biannually (Years 1, 2 and 3) to:
 - Provide scheduled presentations regarding the Age Wise Program and the provision of behavioral health and wellness services for older adults, and:
 - Assist organizations interested in implementing the Age Wise Program and/or advancing behavioral health and wellness services for older adults, to include:
 - An overview to organizations on core program components.
 - Evaluation results on the effectiveness of the Age Wise model implementation and program outcomes of all Grantees operating an Age Wise Program, including Monterey County
 - An implementation roadmap for organizations wishing to begin program planning at all stages from inception to the advancing of existing services.

- Provide education and direction on sustainability efforts including policy and funding streams.

COUNTY PARTICIPATION / PERFORMANCE REPORTING:

- Attend and fully participate in all scheduled program specific training and technical assistance provided by the CONTRACTOR for the Age Wise Program.
- Host in-person site visits of Age Wise Program staff twice per year for three years in order to ensure that programs are being implemented with full fidelity to the core components are upheld. These core components current include, but shall not be limited to the following:
 - Administrative Oversight including Workforce and Infrastructure
 - Clinical FSP behavioral health and wellness services
 - Specializing in an aging friendly service culture, able to provide comprehensive wraparound services to the older adult population (what is an aging friendly service culture?)
 - Community partnerships and networking systems
 - Intensive behavioral health and wellness care coordination
 - Program sustainability
- Attend regularly scheduled virtual trainings to begin in Year 1. A training agenda will be provided by CONTRACTOR, and it is the responsibility of COUNTY to have a minimum of two staff representatives present for each training conducted. Representatives in attendance shall review all necessary materials and supporting documents supplied in advance of each training meeting prior to the scheduled training. Attendees shall be present with both full audio and visual capabilities; please keep cameras on during the length of all meetings and trainings in order to support an engaging and collaborative learning environment.
- Participate in technical assistance and evaluation learning collaboratives with the MHSOAC Commission, other Grantees operating an Age Wise Program, and Age Wise Program staff in order to share best practices, lessons learned, and sustainability strategies.
- Submit evaluation workplans (e.g., monthly, quarterly, annually) using the evaluation workplans guide which will be provided by MHSOAC, and will include program data collection measures which will outline the common measures, the plan for program data collection, and how quantitative and qualitative evaluation data will be collected. Collective program data will be submitted to CONTRACTOR by the fifth day of each month. COUNTY will maintain and secure individual assessment measures and allow CONTRACTOR access to these measures upon a written request for review, to be produced by COUNTY within ten business days of the request.
- Assist with the development and implementation of common quality improvement measures to be shared with all learning collaborative participants.
- Assist all involved parties with the forming of a collaboration of behavioral health and aging friendly organizations who will continue to advance the development of innovative approaches for the provision of behavioral health and wellness services for older adults which are necessary to address gaps in service and to provide more efficient access to aging programs and resources.

- Review published Age Wise Program branded material templates to assist with the design, advertising, and outreach of the services. Create advertisements and outreach materials to be approved by CONTRACTOR and used to market the program.
- Attend a statewide gathering biannually (Years 1, 2 and 3) to:
 - Provide scheduled presentations regarding the Age Wise Program and the provision of behavioral health and wellness services for older adults, and:
 - Assist organizations interested in implementing the Age Wise Program and/or advancing behavioral health and wellness services for older adults, to include:
 - An overview to organizations on core program components.
 - Evaluation results on the effectiveness of the Age Wise model implementation and program outcomes
 - An implementation roadmap for organizations wishing to begin program planning at all stages from inception to the advancing of existing services.
 - Provide education and direction on sustainability efforts including policy and funding streams.

COUNTY is also encouraged to make recommendations to the MHSOAC and CONTRACTOR in order to support the successful implementation of this initiative, and in alignment with the California Master Plan for Aging, with the objective of expanding behavioral health services for older adults throughout the State of California.

VI. INVOICE/PAYMENT PROVISIONS:

CONTRACTOR shall comply with the appropriate deliverables to draw down contract funds in accordance with the terms of this Agreement.

COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit BB**, Section I, PAYMENT BY COUNTY, of this Agreement.

CONTRACTOR shall accept all payments from COUNTY receiving Age Wise Program Technical Assistance on a quarterly basis and include appropriate reference to the services rendered. Payment shall be in the form of a paper check made out to “San Bernardino County Office of the Public Guardian” and directed to the following address:

San Bernardino County Office of the Public Guardian
 ATTN: Fiscal Unit
 686 East Mill Street
 San Bernardino, CA, 92415-0646

VII. PAYMENT SUMMARY:

<i>Funding Type</i>	<i>May 1, 2024 – June 30, 2024 TOTALS</i>	<i>July 1, 2024 – June 30, 2025 TOTALS</i>	<i>July 1, 2025 – June 30, 2026 TOTALS</i>	<i>TOTALS</i>
MHSA (Age Wise)	\$50,000.01	\$83,333.33	\$66,666.66	\$200,000
TOTAL:	\$50,000.01	\$83,333.33	\$66,666.66	\$200,000

The maximum amount to be paid by COUNTY to CONTRACTOR for the term period May 1, 2024 through June 30, 2024, shall not exceed **fifty thousand and one cent (\$50,000.01) per Exhibit CC, Budget and Invoice.**

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2024 through June 30, 2025, shall not exceed **eighty-three thousand, three hundred thirty-three and thirty-three cents (\$83,333.33) per Exhibit CC, Budget and Invoice.**

The maximum amount to be paid by COUNTY to CONTRACTOR for the period July 1, 2025 through June 30, 2026, shall not exceed **sixty-six thousand, six hundred and sixty-six dollars and sixty-six cents (\$66,666.66) per Exhibit CC, Budget and Invoice.**

The maximum total amount to be paid by COUNTY to CONTRACTOR for the entire contract term shall not exceed **two hundred thousand dollars (\$200,000).**

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**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Quarterly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day following the end of the previous quarter, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (quarterly and final) shall be submitted in the form set forth in **Exhibit CC**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final quarter and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **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.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the quarter in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the quarter in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

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.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each quarter that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another quarter, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order

requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Dr. Krystle Rowe** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**County of Monterey Department of Social Services
PROGRAM BUDGET**

Expense Categories	FY 23-24	FY 24-25	FY 25-26
Technical Assistance	\$ 50,000.01	\$ 83,333.33	\$ 66,666.66
Total Budget	\$ 50,000.01	\$ 83,333.33	\$ 66,666.66

Budget Narrative

Expense Category	Line Item Narrative
Technical Assistance	Salaries/Benefits based on current rates for staff + 3% annual increase; travel based on general rates for hotel and GSA mileage reimbursement; and indirect costs.

San Bernardino County - Department of Aging and Adult Services/Public Guardian
 County of Monterey Department of Social Services
 April 1, 2024 - June 30, 2026

EXHIBIT CC

Invoice Date
 Invoice Period
 Invoice Number

Expense Categories	Total Budget	Total Monthly Expnses	Year-to-Date Expenses	Balance Remaining
Technical Assistance	\$ 200,000.00			\$ 200,000.00
Total Budget	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00

San Bernardino County / Agency Signature Title Date

AAA Program Signature / Thom De La Cruz Title Date