

AGE WISE TECHNICAL ASSISTANCE AGREEMENT

The Term of this Agreement is from May 1, 2024 to June 30, 2026.

This Agreement is entered on April 9, 2024 and is between Korean Community Services, Inc. (Hereinafter "KCS") and San Bernardino County (hereinafter "Contractor"). In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

General Description:

KCS is the recipient of a grant from Mental Health Wellness Act (MHSA) funds to support the implementation and scaling of Age Wise to Asian American immigrant older adults with the overall goal of addressing the mental health needs of older adults. Age Wise is a non-traditional mental health program for the high-risk and underserved older adult population developed by Contractor (Subcontractor). The goal of the Age Wise program is to help individuals, families and agencies maintain the best possible behavioral and physical health to promote independent living and well-being. Contractor will provide technical assistance services to KCS to serve as a consultant to implement the Age Wise program. KCS hereby engages the Contractor to perform, and Contractor hereby agrees to perform, the services described in Exhibit A, Scope of Work, in conformity with the terms of this Agreement.

Term of Agreement:

The term of this Agreement is from May 1, 2024 to June 30, 2026. This Agreement is of no force or effect until signed by both Contractor and KCS. KCS reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

Payment Provisions:

KCS shall pay Contractor ten (10) percent of the Age Wise grant award, \$1,697,563.00, from Mental Health Services Oversight and Accountability Commission (MHSOAC) to provide technical assistance services to KCS, which is a maximum of \$169,756.30. Payment terms are outlined in Exhibit A. Contractor shall submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by Contractor for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice.

Scope of Services:

Exhibit A , Scope of Work, is incorporated herein by reference and constitute a part of this Agreement.

Performance Standards:

Contractor warrants that Contractor and Contractor's agents and employees performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of KCS. Contractor shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or

supervised by licensed personnel shall be performed in accordance with such licensing requirements. Contractor shall not use KCS premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

Termination:

During the term of this Agreement, KCS may terminate the Agreement for any reason by giving written notice of termination to Contractor at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. KCS may cancel and terminate this Agreement for good cause effective immediately upon written notice to Contractor . “Good cause” includes the failure of Contractor to perform the required services at the time and in the manner provided under this Agreement. KCS’s payments to Contractor under this Agreement are funded by state government. If funds are not obtained and continued at a level sufficient to allow for KCS’s purchase of Contractor services, then KCS may give written notice of this fact to Contractor, and the obligations of the parties under this Agreement shall terminate immediately.

Mutual Indemnification:

Contractor shall indemnify, defend, and hold harmless KCS, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the KCS.

KCS shall indemnify, defend, and hold harmless Contractor, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Contractor’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the Contractor.

Confidentiality:

Contractor and its officers, employees, and agents shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. Contractor shall not disclose any confidential records or other confidential information received from the KCS or prepared in connection with the performance of this Agreement unless KCS specifically permits Contractor to disclose such records or information. Contractor shall not use any confidential information gained by Contractor in the performance of this Agreement except for the sole purpose of carrying out Contractor’s obligations under this Agreement.

Points of Contact:

- a. San Bernardino County
(Subcontractor)

Contact: Julie West, Contracts Analyst
Address: San Bernardino County
HS Contracts
Phone: 909-387-2462
Fax: 909-387-2900
150 S Lena Rd.
San Bernardino, CA 92415-0515
E-mail Address: julie.west@hss.sbcounty.gov

- b. Korean Community Services, Inc.
(Grantee)

Contact: Ellen Ahn, Executive Director
Address: 451 W. Lincoln Ave Ste. 100
Anaheim, CA 92805
714.503.6550
E-mail Address: ahn.ellen@kcsinc.org

Agreement Expectations and Amendment:

By obtaining funds from MHSA, KCS agrees to receive technical assistance from Contractor (Subcontractor) as outlined in **Exhibit A** and agrees to the payment terms of the MHSA contract of Grantee for the remuneration for Subcontractor. This Agreement may be amended or modified only by an instrument in writing signed by the KCS and Contractor. This agreement consists of eight (8) pages total, including Exhibit A.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

IN WITNESS WHEREOF, the Grantee and the Subcontractor have caused this agreement to be executed by their duly authorized representatives.

Korean Community Services (Grantee)

San Bernardino County (Subcontractor)

Ellen Ahn, Executive Director

Dawn Rowe, Chair, Board of Supervisors

Dated: _____

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

**San Bernardino County Age Wise Program
TECHNICAL ASSISTANCE
Scope of Work**

Services:

- Provide guidance and support for grantees 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 San Bernardino County Age Wise Program for grantees. Technical Assistance will be provided to support each entity 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 grantees shall focus on the following:
 - Provide literature and training specific to the **Administration** of the San Bernardino County Age Wise Program, to include the Age Wise Program Protocol Manual, and other relevant guidebooks.
 - Provide literature and training specific to the **Clinical oversight** of the San Bernardino Contractor Age Wise Program, to include the San Bernardino Contractor 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 San Bernardino County 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 San Bernardino County 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 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 San Bernardino County Age Wise Program.

Deliverables:

- Provide program specific training, technical assistance, and an evaluation workplan. (Year 1, Q 1)
- Conduct site visits to MHSOAC grantee programs to ensure that programs are being implemented with full fidelity to the core components: (Two (2) per year beginning in Year one (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 (what is an aging friendly service culture?)
- Community partnerships and networking systems
- Intensive behavioral health and wellness care coordination
- Program sustainability
- Provide formal training schedule of topics and meeting dates and times to occur within Year one (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 all grantees to attend. Trainings will be scheduled at minimum one time per month, ranging in time from one hour to four hours. Year two (2) and Year three (3) trainings will be provided as needed, and may be specialized to support the individuals standings of each grantee based on the results of the evaluation workplan submitted at end of Year one (1).
- Participate in a technical assistance and evaluation learning collaboratives with the MHSOAC Commission and Grantees 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 one (1), two (2), and three (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 San Bernardino County 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.

Grantee Participation:

- Attend and fully participate in all scheduled program specific training and technical assistance provided by the San Bernardino County Age Wise Program.
- Host in-person site visits of Age Wise Program staff twice per year for three (3) 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 one (1) A training agenda will be provided by Contractor, and it is the responsibility of each grantee 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 a 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 provide by Age Wise, 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 (5th) day of each month. Grantees will maintain and secure individual assessment measures and allow San Bernardino Contractor access to these measures upon a written request for review, to be produced by grantees within ten business days of the request.
- Assist with the develop 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 San Bernardino County 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.

Grantees are also encouraged to make recommendations to the MHSOAC and San Bernardino County Age Wise Program 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.

Payment:

Contractor shall accept all payments from agencies receiving Age Wise Program Technical Assistance on a quarterly basis and include appropriate reference to the services rendered. Payment shall be remitted within ten (10) days following the end of the previous quarter. 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
 Department of Aging and Adult Services
 Office of the Public Guardian
 ATTN: Fiscal Unit
 686 East Mill Street
 San Bernardino, CA, 92415-0646

Budget and Payment shall be as follows:

Expense Category	FY 2023-24	FY 2024-25	FY 2025-26	Total Budget
Technical Assistance (10 %)	\$57,393.60	\$56,106.70	\$56,256.00	\$169,756.30
Total Budget	\$573,936.00	\$561,067.00	\$562,560.00	\$1,697,563.00