

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY



Contract Number

24-300

SAP Number

Department of Aging and Adult Services

| | |
|------------------------------------|-----------------------------|
| Department Contract Representative | Julie West |
| Telephone Number | (909) 387-2462 |
| Contractor | County of Monterey |
| Contractor Representative | Marleen Bush |
| Telephone Number | (831) 796-3342 |
| Contract Term | May 1, 2024 – June 30, 2026 |
| Original Contract Amount | \$200,000 |
| Amendment Amount | N/A |
| Total Contract Amount | \$200,000 |
| Cost Center | |

Briefly describe the general nature of the contract:

Contract with the County of Monterey, in the amount of \$200,000, to provide technical assistance to implement the Age Wise Program for the contract period of May 1, 2024 to June 30, 2026.

FOR COUNTY USE ONLY

Approved as to Legal Form
DocuSigned by:

 Jacqueline Carey-Wilson, Deputy County Counsel
 Date March 27, 2024

Reviewed for Contract Compliance
DocuSigned by:

 Patty Steven, Contracts Manager
 Date March 27, 2024

Reviewed/Approved by Department
DocuSigned by:

 Glenda Jackson, Assistant Director
 Date March 27, 2024

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made 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").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

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.

2.0 PAYMENT PROVISIONS:

2.1 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2024 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County 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.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a list of Exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors 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 the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors 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.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 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. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the 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.

7.02 The County 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. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:



Contractor

County

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, 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 County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:



Contractor

County

9.01 Evidence of Coverage: ~~Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.~~

~~This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.~~

9.02 Qualifying Insurers: ~~All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.~~

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

~~**Commercial General Liability Insurance:**~~ including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

~~*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*~~

~~**Auto Liability Coverage:**~~ must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

~~*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*~~

~~**Workers' Compensation Insurance:**~~ if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

~~*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*~~

~~**Professional Liability Insurance:**~~ if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

~~*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*~~

~~If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.~~

9.04 Other Requirements:

~~All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.~~

~~Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.~~

Additional Insured Status:

~~The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).~~

Primary Coverage:

~~For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.~~

Waiver of Subrogation:

~~CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.~~

~~Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.~~

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors 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 County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential 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.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 **NON-DISCRIMINATION:**

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:**

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 **COMPLIANCE WITH APPLICABLE LAWS:**

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

| FOR COUNTY: | FOR CONTRACTOR: |
|--|---|
| Lori A. Medina, Director | Sharon Nevins, Director, Department of Aging and Adult Services - Public Guardian |
| Name and Title | Name and Title |
| 1000 S. Main St., Suite 301, Salinas, CA 93901 | 784 E. Hospitality Lane, San Bernardino, CA 92415 |
| Address | Address |
| 831-755-4430 | 909-891-3917 |
| Phone: | Phone: |

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes

CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
County Counsel
Susan K. Blicht, Acting County Counsel

By: 
County Counsel
Date: 3/21/2024 | 9:46 AM PDT

Approved as to Fiscal Provisions

By: 
Auditor/Controller
Date: 3/21/2024 | 11:35 AM PDT

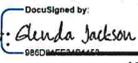
Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager
Date: _____

CONTRACTOR

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

Contractor/Business Name *

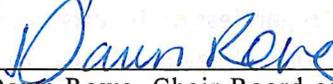
By: 
Glenda Jackson, Assistant Director
(Signature of Chair, President, or Vice-President)
On Behalf of: Sharon Nevins, DAAS-PG Director

Name and Title
Date: March 27, 2024

By: _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

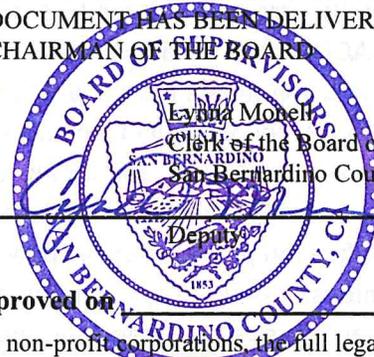
Name and Title
Date: _____

SAN BERNARDINO COUNTY

BY: 
Dawn Rowe, Chair Board of Supervisors

Dated: APR 09 2024

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



By: 
Evelyn Monelli
Clerk of the Board of Supervisors
San Bernardino County

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

ADDENDUM

This Addendum, dated as of the effective date of the Agreement, amends, modifies, and supplements the Agreement by and between COUNTY OF MONTEREY, on behalf of the Monterey County Department of Social Services – Public Guardian (“COUNTY”) and the SAN BERNARDINO COUNTY (“CONTRACTOR”). This Addendum has the full force and effect as if set forth within the Agreement. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement service terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 8, INDEMNIFICATION. Section 8, INDEMNIFICATION, is hereby deleted in its entirety and replaced with the following:

“Section 8. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. CONTRACTOR indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

The County agrees to indemnify, defend (with counsel reasonably approved by CONTRACTOR) and hold harmless CONTRACTOR and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by CONTRACTOR on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The County indemnification obligation applies to CONTRACTOR’s “active” as well as “passive” negligence but does not apply to CONTRACTOR’S “sole negligence” or “willful misconduct” withing the meaning of Civil Code 2782.

In the event that the County and/or CONTRACTOR are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this agreement, The County and CONTRACTOR shall indemnify the other to the extent of its comparative fault.”

- 2. Section 9, INSURANCE REQUIREMENTS. Section 9, INSURANCE REQUIREMENTS, is hereby deleted in its entirety and replaced with the following:

“Section 9. INSURANCE REQUIREMENTS.

The County and CONTRACTOR are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Worker’s Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions, or obligations of this agreement.”

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Addendum as of the day and year written below.

COUNTY OF MONTEREY

SAN BERNARDINO COUNTY

Authorized Signature:

Authorized Signature:

By: _____ Date: _____
Director

DocuSigned by:
By: Glenda Jackson Date: March 27, 2024
986021FE2B91452...
(Title of Signer) Glenda Jackson, Assistant Director

Approved as to Fiscal Provisions:

Authorized Signature:

DocuSigned by:
By: Jennifer Forsyth Date: 3/21/2024 | 11:35 AM PDT
4E7E667876454AE...
Auditor-Controller

By: _____ Date: _____
(Title of Signer)

Approved as to Legal Form:

SAN BERNARDINO COUNTY

DocuSigned by:
By: APB Date: 3/21/2024 | 9:46 AM PDT
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County Counsel

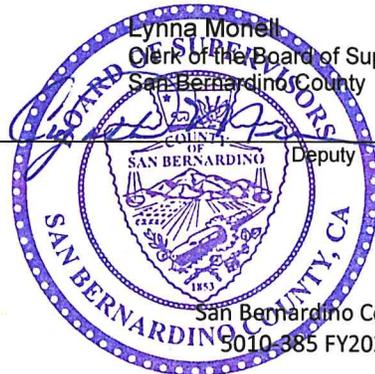
Dawn Rowe
Dawn Rowe, Chair, Board of Supervisors

Dated: APR 09 2024

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



List of Exhibits

San Bernardino County - Department of Aging and Adult Services

- | | |
|-----------|--------------------------------------|
| Exhibit A | Scope of Services/Payment Provisions |
| Exhibit B | DSS Additional Provisions |
| Exhibit C | Budget and Invoice |

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): PNJMSCHMVF7

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:

EXHIBIT A

- 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

EXHIBIT A

- 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

EXHIBIT A

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 B**, 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

EXHIBIT A**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) | \$66,666.67 | \$66,666.67 | \$66,666.66 | \$200,000 |
| TOTAL: | \$66,666.67 | \$66,666.67 | \$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 **sixty-six thousand, six hundred and sixty-six dollars and sixty-seven cents (\$66,666.67) per Exhibit C, 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 **sixty-six thousand, six hundred and sixty-six dollars and sixty-seven cents (\$66,666.67) per Exhibit C, 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 C, 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 C**.

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 C**. Only the costs listed in **Exhibit C** 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 C**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/govenment/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.

EXHIBIT B

(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 A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, 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.

EXHIBIT B

- 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

EXHIBIT B

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), (l), (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

EXHIBIT B

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

EXHIBIT B

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,

EXHIBIT B

- 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.

EXHIBIT C

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

| Expense Categories | FY 23-24 | FY 24-25 | FY 25-26 |
|----------------------|---------------------|---------------------|---------------------|
| Technical Assistance | \$ 66,666.67 | \$ 66,666.67 | \$ 66,666.67 |
| Total Budget | \$ 66,666.67 | \$ 66,666.67 | \$ 66,666.67 |

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. |

