

COUNTY OF MONTEREY
AMENDMENT No. 4 to AGREEMENT # 5010-65
Central Coast Center for Independent Living

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Central Coast Center for Independent Living (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for the provision of improved access to long-term services and supports (LTSS) for a term of August 1, 2020 through June 30, 2021 with a total contract amount of \$120,527 (hereinafter, "Original Agreement").

WHEREAS, the Agreement was amended via Amendment No. 1 by revising the scope of work, extending the contract term to June 30, 2022, adding required audit language and adding \$60,000 for a new contract total of \$180,527.

WHEREAS, the Agreement was amended via Amendment No. 2 by revising the scope of services to increase staffing and staff responsibilities, extending the term to September 30, 2022, and adding \$86,963, for a new contract total of \$267,490.

WHEREAS, the Agreement was amended via Amendment No. 3 by extending the term to June 30, 2023, and adding \$76,051, for a new contract total of \$343,541.

WHEREAS, the parties wish to amend the Agreement via Amendment No. 4 by **adding \$39,034**, for a new contract total of **\$382,575**.

NOW THEREFORE, the Parties agree to amend the Original Agreement as follows:

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

1. **Paragraph titled "2.0 PAYMENT PROVISIONS"** shall be amended to the following: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAAA**, 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 **\$382,575**."
2. Section VIII of **Exhibit AAAAA** Payment Summary reflects **the new contract total**.
3. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AAAAA and Exhibit CCCCC**, and also includes new language required by the State on **pg. 6, Section 5.01 and Section 5.02**
4. **Exhibit CCCCC** reflects the addition of the **\$39,034** for a total of \$311,663. **Exhibits CCCCC and Exhibit CC-1** together total **\$382,575**.
5. **Exhibit D-4** is the invoice for Fiscal Year 2022-2023.

6. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall remain unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Original Agreement.

7. A copy of this Amendment No. 4 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as follows:

COUNTY OF MONTEREY

By: _____
Lori A. Medina, Director, DSS

Date: _____

Approved as to Legal Provisions

DocuSigned by:
By: JR
Deputy County Counsel

Date: 3/2/2023 | 8:17 AM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
Auditor/Controller

Date: 3/2/2023 | 4:47 PM PST

CONTRACTOR

Central Coast Center for Independent Living
CONTRACTOR'S Business Name

DocuSigned by:
By: Judy Cabrera
(Chair, President, or Vice-President)

Name and Title

Date: 2/23/2023 | 8:36 AM PST

DocuSigned by:
By: Wesley Hay
(Secretary, CFO, Treasurer)

Name and Title

Date: 3/1/2023 | 7:52 PM PST

CENTRAL COAST CENTER FOR INDEPENDENT LIVING

August 1, 2020 – June 30, 2023

MONTEREY COUNTY AGING AND DISABILITY RESOURCE CONNECTION (MCADRC)

SCOPE OF SERVICES/PAYMENT PROVISIONS

I. CONTACT INFORMATION

Fiscal and Program Contact: (Disaster Preparedness Coordinator)	Judy Cabrera Executive Director 318 Cayuga St., Suite 208 Salinas, CA 93901 Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549 jcabrera@cccil.com
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County Contract Manager:	Travis Beye, Management Analyst Department of Social Services 730 La Guardia Street Salinas, CA 93905 (831) 883-7584 Fax: (831) 883-7563 beyet@co.monterey.ca.us
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Location of Services	Central Coast Center for Independent Living 318 Cayuga St., Ste. 208 Salinas, CA 93901 Phone (831) 757-2968 Fax (831) 757-5549
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II. SUBAWARD INFORMATION

Sub-award: AE-1920-09 State of California, Department of Aging

CONTRACTOR DUNS Number: 860120054

Federal Award Identification Number (FAIN): AE-1920-09

Date County Awarded Funding: 3/1/2020, 7/23/2020, 6/18/2021, and 7/1/2022

CFDA Pass-through Information and Dollar Amount:

State of California, Department of Aging \$196,578.
 ADRC CARES Act funds allocation \$70,912.
 State of California, Department of Aging **\$115,085.**

Federal Award Description:

Administration on Aging, Department of Health and Human Services
 1. Emerging ADRC Programs

Research and Development: no

Indirect Cost Rate: 10%

III. COMPLIANCE REQUIREMENTS

This Agreement is supported with State and Federal funds and requires compliance with all regulations under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Clean Water Act, as amended. [33 USC 1251]
3. Federal Water Pollution Control Act, as amended. [33 USC 1251, et seq.]
4. Environmental Protection Agency Regulations. [40 CFR, 29] [Executive Order 11738]
5. Public Contract Code Section 10295.3
6. Occupational Safety and Health Administration applicable regulations [OSHA Act].

In addition, there are local requirements of the Monterey County Area Agency on Aging (AAA) for all service providers outlined in the AAA Service Providers' Handbook. Electronic version available upon request.

IV. SERVICES TO BE PROVIDED BY CONTRACTOR

A. PURPOSE

The purpose of this agreement is to provide administrative and client services funding to CONTRACTOR to form a public/non-profit partnership with the Monterey County Area Agency on Aging (AAA) and Monterey County Department of Social Services - Aging and Adult Services Branch (AAS) promote increased collaboration amongst service providers, locate shared resources, and create an efficient delivery of services to assist the community in responding to increasing service demand and shrinking public resources.

B. PROGRAM DESIGN

1. The Aging and Disability Resource Connection (ADRC) model is designed to better serve older adults and individuals with disabilities by allowing better access to information, services and supports.
2. In Monterey County core partners include:
 - Central Coast Center for Independent Living (CCCIL) - CONTRACTOR
 - Monterey County Area Agency on Aging (AAA)
 - Monterey County Department of Social Services – Aging and Adult Services Branch (AAS) serves as Fiscal Agency

C. METHODS and SERVICES DEFINED - CONTRACTOR shall provide:

1. Enhanced Information & Assistance (I&A) **Definition:** Systematic process for information sharing, referral and assistance to meet the needs of individuals looking for long-term services and supports (LTSS) options; a system serving people of all ages, disabilities, and income levels with objective and unbiased information on the full range of LTSS options; and, when needed, assistance with referral and services connections, coordination and service delivery.
2. Person Centered Options Counseling (PCOC) **Definition:** Interactive process where individuals receive guidance in their deliberations to make informed choices about LTSS. The process is directed by the individual and may include others that the person chooses. PCOC is made available to people of any age with any disability and to all older adults. In addition, PCOC is offered to caregivers to assist in determining their desire for caregiver support, e.g.,

communication strategies, ways to reduce caregiver stress, and the importance of individual self-determination.

3. Short Term Service Coordination (STSC) **Definition:** A component of PCOC. In general, appropriate candidates for STSC will be consumers who urgently need help with one or multiple services and programs; and whose health and safety would be at risk; and, who would likely experience an emergency or be unnecessarily admitted to a nursing facility or hospital without STSC intervention. STSC serves as a bridge connecting a consumer with formal or informal LTSS. It can be provided at different junctures or settings, e.g., in the home or upon hospital discharge, or to assist individuals transitioning to the community.
4. Person Centered Transition Support Services (PCTS) **Definition:** An interactive, consumer-centered and established process for identifying and meeting support needs of individuals during times of transition from hospital-to-home; or from nursing facility-to-home. PCTS available to people of all ages, disabilities, and income levels that are determined to be in need of, and able to benefit from, PCTS. Using a person-centered approach, PCTS strives to assist the consumer in meeting their needs relative to living at home/in the community; therefore, enhancing consumer independence and limiting the number of unnecessary or premature readmits to the hospital or nursing facility. The PCTS process is directed by the consumer and may include others that the consumer chooses or those that are legally authorized to represent the individual.
5. Lead agency in the provision of services and supports for individuals with disabilities.
6. Serve as a consumer-directed resource for LTSS for people of all ages, disabilities, and income levels.
7. Promote and implement a “no wrong door” approach, making access to information and LTSS as seamless and easy as possible for consumers.
8. Bring existing resources together to provide objective information about the full range of options that are available and to empower consumers to make informed decisions about their LTSS.

D. PERFORMANCE GOALS

1. 85% of MCADRC clients who were provided services by CONTRACTOR and complete a Satisfaction Survey will report they are “Satisfied” or “Very Satisfied” with services provided in their 3-month and annual satisfaction surveys.
2. 80% of MCADRC clients provided services by CONTRACTOR will have their service needs met by CONTRACTOR or will receive a “warm hand-off” referral, consisting of a face-to-face introduction or a three-way phone conversation, to a Core or extended partner by CONTRACTOR within two (2) business days.
3. 50% of all clients who receive Person Centered Transition Support (PCTS) services from CONTRACTOR for transition from nursing facility to home will successfully transition from nursing facility to temporary or permanent housing within 90 days.

E. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

1. Administration:
 - a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
 - b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
 - c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, AAA/AAS staff and extended partners to review cases and ensure adequate program operations.
 - d. Participate in ADRC trainings/meetings required by CDSS.

- e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.
 - f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
 - g. Work with COUNTY to develop written MCADRC program protocols and to update protocols and practices as needed.
2. Tracking and Reporting
- a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to California Department of Aging on a monthly basis or as required.
 - b. Utilize the Capstone Database to enter in client assessments, follow-ups, and any other client-centered documentation.
 - b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10th day of the month following the month in which services were performed.
 - c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
3. Enhanced Information, Referral and Assistance (IR&A)
- a. Utilize appropriate interview techniques as detailed in developed program protocols to triage, assess, educate, and serve individuals entering the MCADRC LTSS system.
 - b. Conduct a needs assessment for each caller within one (1) business day to determine which MCADRC partner is best able to serve the client based on the partners' identified areas of expertise.
 - c. Transfer callers to AAA/AAS with a "warm hand off" when they express interest in accessing:
 - i. Psychosocial and community health care services, including in-home support services.
 - ii. Short-term community case management and care coordination related to county-operated programs (i.e., IHSS, APS or other information or referral requests).
 - iii. Assistance with other public benefits provided by the Department of Social Services.
 - iv. Assistance with transitions from hospital to home.
 - v. Other services or benefits specific to the older adult population.
 - d. Accept client referrals from the COUNTY and provide appropriate services/referrals for the following needs/services:
 - i. Peer advocacy to provide navigation of and support of accessing public and private benefits.
 - ii. Connection to assistive technology.
 - iii. Assessing community member eligibility for Department of Rehabilitation transition funds to assist people in transitioning from institutional settings.
 - iv. Accessibility and disability rights advocacy.
 - v. Housing assistance related to use of specialized funding for financial assistance, housing navigation and housing support services (i.e. Set Aside Vouchers, landlord negotiation).
 - vi. Assistance with transitions from long-term care facilities back to the community.
 - vii. Other services or benefits specific to adults with disabilities.

- e. Conduct a “warm hand off” with client’s consent, consisting of a face-to-face introduction or three-way phone conversation, when making referrals to COUNTY or an extended partner agency within one (1) business day of obtaining client consent.
 - f. A “warm hand off” referral shall consist of the following steps:
 - i. Receive client verbal or written consent.
 - ii. If the client has complex needs and is in need of multiple services (2 or more), refer them to an Options Counselor if the client gives consent.
 - iii. If the client is on the phone, offer to initiate a three-way call to the agency contact you are making the referral to.
 - iv. If the contact person at the referral agency is available share as much information as the client approved before departing the call. If the warm hand-off contact is not available then have the client leave a message, or with client’s written permission and following your organization’s policies and procedures, forward their information to the agency contact person they need to talk to. Give the client the contact person’s name and phone number.
 - v. If you do not hear back from the agency contact you have made a referral to, contact the client as a follow-up.
- 4 Person Centered Options Counseling (PCOC)
- a. Train staff in PCOC principles, procedures, and practices.
 - b. Accept PCOC referrals internally, from COUNTY, and from extended partner agencies.
 - c. Trained PCOC staff will conduct a Person-Centered Interview (PCI) with referred clients in person during in-office visits, home visits, in acute or long-term care facilities, or by telephone or video conferencing call, using active listening techniques to better understand the clients’ strengths, values, preferences, and concerns.
 - c. Trained PCOC staff will then assist clients to evaluate pathways, rate the importance or different issues, weigh the pros and cons of different choices, and prioritize needs.
 - d. Trained PCOC staff will then assist clients in identifying short-term and long-term goals and developing Action Plan outlining goals and steps to be taken by clients and CONTRACTOR.
 - e. Refer clients to appropriate extended partner agencies using the “warm hand off.”
 - f. Contact clients within ten (10) business days of the PCI to assure that their goals have been sufficiently addressed and to determine if additional short or long-term needs, and if so adjust the Action Plans accordingly.
 - g. Contact clients at least once every subsequent thirty (30) days until their PCOC cases are closed.
 - h. Determine if Short Term Service Coordination (STSC) is needed at any point and refer for STSC as appropriate.
 - h. Record all contacts, Action Plans, referrals, services, and other relevant data in the shared MCADRC database.
5. Short Term Service Coordination (STSC)
- a. Train staff providing PCOC services in STSC principles, procedures, and practices.
 - b. Accept STSC referrals internally, from COUNTY, and from extended partner agencies for clients who urgently need help with one or multiple services and programs; and whose health and safety would be at risk; and who would likely experience an emergency or be unnecessarily admitted to a nursing facility or hospital without STSC intervention.
 - c. Refer clients when appropriate to extended partner agencies using the “warm hand off.”
 - d. Refer clients when appropriate to Adult Protective Services, Mobile Crisis, emergency healthcare services, and/or other necessary services if clients are in need of crisis intervention.

- h. Record all contacts, Action Plans, referrals, services, and other relevant data in the shared MCADRC database.
6. Person Centered Transition Support (PCTS)
 - a. Train staff in PCST principles, procedures, and practices.
 - b. Complete section related to PCTS within the ADRC Shared Protocols to identify the policies and procedures to be followed by CONTRACTOR and staff.
 - c. Accept PCTS referrals internally, from COUNTY, and from extended partner agencies or other appropriate sources, such as long-term care facilities, individuals and family members, for clients who wish to transition from long-term care facilities to the community.
 - d. Conduct personal interviews to discover strengths, values, and preferences of the individual and to help client answer certain critical questions, e.g., where and with whom do they want to live? What can they do for themselves, what might they need help with?
 - e. Determine clients' California Community Transitions (CCT) eligibility based on federal guidelines.
 - f. Conduct functional needs assessment utilizing the Assessment Tool for California Community Transitions and Care Coordination Agencies. This is a detailed assessment to determine eligibility for Medicaid Waiver services. It addresses needs in the following areas: Demographics, Cognitive behavior, Physical Function, Communication, Diagnosis, Medication and Nutrition, Treatments.
 - g. Complete Home and Community-based services (HCBS) applications with clients if appropriate.
 - h. Develop a comprehensive service plan (CSP) with clients including housing, transportation and other community resources available to them.
 - i. Provide services, referrals, and service coordination to assist clients with transitioning from long-term care facilities to the community.
 - j. Contact clients at least once every thirty (30) days until their transition from a long-term care facility to the community.
 - k. Follow up with clients at least once every ninety (90) days until one year following their transition to the community to assure that clients' goals have been sufficiently addressed; to assess and work to ensure continuing success in community living; and to determine if there are additional short or long-term needs that can be addressed by CONTRACTOR or by referrals to other LTSS providers.
 - l. Record all contacts, Action Plans, referrals, services, and other relevant data in the shared MCADRC database.
 7. Confidentiality
 - a. CONTRACTOR and other extended partner agencies will comply with and operate within each of their respective organization's confidentiality policies and procedures.
 - b. For all MCADRC services and activities, CONTRACTOR will comply with all required confidentiality laws and regulations, including HIPAA.
 8. Quality Improvement
 - a. CONTRACTOR will send clients a Satisfaction follow-up survey form to be created by CONTRACTOR and COUNTY within 3 months of service completion or loss of client contact to assess client satisfaction with services.
 - b. CONTRACTOR will send clients an annual Satisfaction Survey form to be created by CONTRACTOR and COUNTY after the end of the calendar year to all clients who were served in the previous calendar year to assess client satisfaction with services, and to identify systemic needs and needed improvements.

9. Program Staff

- a. Information & Referral Specialist
 - i. Provide one (1) Information & Referral Specialist at 1.0 FTE to provide program services.
 - ii. Provide services as described in E.3, E.4, E.5, and E.6.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
- b. Person-Centered Transition Support Case Manager/Community Advocate
 - i. Provide one (1) Person-Centered Transition Support Case Manager/Community Advocate at 1.0 FTE to provide program services.
 - ii. Provide educational outreach activities in collaboration with community partners to provide up-to-date and accurate information about the safety and effectiveness of the COVID-19 vaccine. Identify workplan activities to reach high-risk and underserved populations.
 - iii. Focus on the equitable distribution of COVID-19 vaccine, ensuring access to the most vulnerable within the community.
 - iv. Increase community engagement by filling in the Spanish-language gap information and connecting available services to mixed family status and undocumented high-risk, vulnerable community members.
 - v. Provide community options for how/where/when they can get COVID-19 vaccine. Oversee and assist with online registration and transportation as needed.
 - vi. Update and maintain a COVID-19 resource web page, taking into consideration the accessibility needs of individuals with vision, hearing, and other disabilities.
 - vii. Provide services as described in E.6.
 - viii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - ix. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
- c. ADRC Manager
 - i. Provide one (1) Special Projects Manager at 0.80 FTE to provide oversight and supervision of ADRC operations.
 - ii. Provide oversight and supervision of services as described in E.2, E.3, E.4, E.5, and E.6 and coverage of aforementioned services as needed.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
- d. Director of Programs
 - i. Provide one (1) Director of Programs at 0.25 FTE to provide administrative oversight and of ADRC operations.
 - ii. Provide services described in E.1 and administrative oversight of services as described in E.2, E.3, E.4, E.5, and E.6 and provide ADRC supervision coverage and/or coverage of ADRC services as needed.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.

V. COUNTY RESPONSIBILITIES

A. In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

1. Administration
 - a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
 - b. Review invoices and reports submitted by CONTRACTOR and process for payment.
 - c. Communicate, at a minimum, within five (5) working days to:
 - i. Respond to any inquiries from CONTRACTOR.
 - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
 - d. Be available for monthly meetings and as needed with CONTRACTOR.
 - e. Ensure collaboration between COUNTY and CONTRACTOR by reviewing processes, managing forms and updates to policies and procedures.
2. Tracking and Reporting
 - a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of mandated monthly, quarterly, and annual reports to CDA.
 - b. Report monthly, quarterly, and annually or as required to CDA regarding MCADRC.
 - c. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.

VI. DATA REPORTING INSTRUCTIONS AND SUBMISSION

A. CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, data elements required by the CDA. Report structure will be determined by CONTRACTOR and COUNTY.

VII. INVOICE/PAYMENT PROVISIONS

- A. Claims for Payment will be submitted monthly by the CONTRACTOR by the 10th day of the month for services rendered in the previous month. Claims shall be made in the format set forth in the Invoice Sample outlined in Exhibit DD and D-1.
- B. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.
- C. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of Exhibit B of this Agreement.
- D. Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.

- E. CONTRACTOR shall mail or email all original signed invoices to:
Monterey County Department of Social Services
Attn. Travis Beye
730 La Guardia Street
Salinas, CA 93905
beyet@co.monterey.ca.us

VIII. PAYMENT SUMMARY

The maximum amount to be paid by County to CONTRACTOR for the period August 1, 2020 through June 30, 2023 shall not exceed **three hundred eighty-two thousand five hundred and seventy-five dollars (\$382,575)**.

The maximum amount of State of California, Department of Aging funds to be paid by County to CONTRACTOR for the period of August 1, 2020 through June 30, 2022 shall not exceed one hundred ninety-six thousand five hundred seventy-eight dollars (\$196,578).

The maximum amount of State of California, Department of Aging funds to be paid by County to CONTRACTOR for the period of August 1, 2020 through June 30, 2023 shall not exceed **three hundred eleven thousand six hundred sixty-three dollars (\$311,663)**.

The maximum amount of ADRC CARES Act funds to be paid by County to CONTRACTOR for the period of April 1, 2021 through September 30, 2022 shall not exceed seventy thousand nine hundred and twelve dollars (\$70,912), and ADRC CARES Act funds may only pay for services provided by CONTRACTOR during the period of April 1, 2021 through September 30, 2022.

This Agreement is funded by the California Department of Aging (CDA) Agreement #AE-1920-09 and Amendment AE-1920-09-A1 and the ADRC CARES Act funds allocation (PM 20-17). The terms and conditions of the CDA Agreement and ADRC CARES Act funds allocation are incorporated herein by reference, and on file with County's Department of Social Services. Upon request, County will provide an electronic copy of the Agreements to CONTRACTOR.

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month 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: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CCCCC**. Only the costs listed in **Exhibit CCCCC** 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.

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 month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month 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 AAAAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAAAA**, 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 month 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 month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

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

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential

information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

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

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

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

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

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

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

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

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

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

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

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

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

V. ADDITIONAL REQUIREMENTS

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

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

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).

- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

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

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

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

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Judy Cabrera** 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.

VI. 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.

VII. 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

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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.

BUDGET**Central Coast Center for Independent Living
MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES****Contract Period: August 1, 2020 - June 30, 2023**

OPERATING EXPENSES	August 1, 2020- June 30, 2022	July 1, 2022- June 30, 2023
Salaries & Employee Benefits		
Information & Referral Assistant	\$ 37,100	\$ 18,600.00
Transition Case Manager	\$ -	\$ 13,900.00
Special Projects Manager	\$ 43,700	\$ 24,400.00
Director of Programs	\$ 18,600	\$ 7,500.00
Employee Benefits	\$ 23,900	\$ 15,600.00
Operating Expenses		
Office supplies	\$ 3,500	\$ 530.73
Travel	\$ 2,500	\$ 500.00
Traning Meeting & Conferences	\$ 8,000	\$ 500.00
Transportation		\$ 1,500.00
Marketing & Outreach Materials	\$ 17,167	\$ 1,500.00
Subscriptions & Dues	\$ 10,500	\$ 500.00
Professional Services	\$ 11,490	\$ 1,500.00
Rent/Occupancy	\$ 2,250	\$ 14,592.00
Transition Services		\$ 3,500.00
Indirect Expenses (10% Maximum)	\$ 17,871	\$ 10,462.00
Total Operating Expenses	\$ 196,578	\$ 115,085

EXHIBIT D-4

INVOICE SAMPLE

**Central Coast Center for Independent Living
MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
AREA AGENCY ON AGING**

Monthly Report of Expenditures FY 2022-23 **Month:** _____

Line Item Descriptions	BUDGET	Monthly Expense	Total Expense YTD	Remaining Balance
Salaries				
Information & Referral Assistant	\$ 18,600	\$ -	\$ -	\$ 18,600
Transition Case Manager	\$ 13,900	\$ -	\$ -	\$ 13,900
Special Projects Manager	\$ 24,400	\$ -	\$ -	\$ 24,400
Director of Programs	\$ 7,500	\$ -	\$ -	\$ 7,500
Employee Benefits	\$ 15,600	\$ -	\$ -	\$ 15,600
Operating Expenses				
Office supplies	\$ 531	\$ -	\$ -	\$ 531
Travel	\$ 500	\$ -	\$ -	\$ 500
Traning Meeting & Conferences	\$ 500	\$ -	\$ -	\$ 500
Transportation	\$ 1,500	\$ -	\$ -	\$ 1,500
Marketing & Outreach Materials	\$ 1,500	\$ -	\$ -	\$ 1,500
Subscriptions & Dues	\$ 500	\$ -	\$ -	\$ 500
Professional Services	\$ 1,500	\$ -	\$ -	\$ 1,500
Rent/Occupancy	\$ 14,592	\$ -	\$ -	\$ 14,592
Transition Services	\$ 3,500	\$ -	\$ -	\$ 3,500
	\$ -	\$ -	\$ -	\$ -
Indirect Expenses (10% Maximum)	\$ 10,462	\$ -	\$ -	\$ 10,462
Total Operating Expenses	\$ 115,085	\$ -	\$ -	\$ 115,085

CERTIFICATION

Agency Signature _____ Title _____ Date _____

AAA Program Signature/ Travis Beye _____ Title _____ Date _____

Remit To: Central Coast Center for Independent Living
318 Cayuga St., Suite 208
Salinas, CA 93901