

COUNTY OF MONTEREY
Amendment #2 to Agreement #5010-263
Health Projects Center

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 Health Projects Center (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an Agreement for the provision of family caregiver support services including counseling, education, respite care, and fall prevention services for a term of July 1, 2022 through June 30, 2023 with a total contract not to exceed the amount of \$261,311.00 (hereinafter, "Original Agreement").

WHEREAS, the Agreement was amended via Amendment #1 by adding \$27,458, for a new total contract amount of \$288,769, revised the scope of services to include the Family Caregiver Support Program (FCSP), Home and Community Based Services (HCBS), Older Adults Recovery and Resilience (OARR) funded services and extend the term through November 30, 2023.

WHEREAS, the parties wish to amend the agreement via Amendment #2 by **extending term through November 30, 2023 for Fall Prevention** with no change to the contract total.

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **Exhibit AAA**, Section V, Paragraph titled "**SERVICES TO BE PROVIDED BY CONTRACTOR**" shall be amended to the following: "CONTRACTOR shall provide the services outlined in **AAA**, A-1, **AA-2** and A-3 attached."
2. **Exhibit AAA**, Section XIII, Paragraph titled "**PROGRAM INCOME**" shall be amended to the following: "All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2023 for the Title III E services **and November 30, 2023 for the Fall Prevention** and Title III E HCBS OARR services."
3. **Exhibit AAA**, Section XIV, Paragraph titled "**INVOICE/PAYMENT PROVISIONS**" shall be amended to the following:

"COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**, Section I. PAYMENT BY COUNTY. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice for Title III E services is due no later than June 10, 2023 and the final invoice for the **Fall Prevention** and Title III E HCBS OARR services due no later than November 10, 2023."

"**CONTRACTOR** acknowledges that the **Fall Prevention** and Title III E HCBS OARR funding under this Agreement will be exhausted by November 30, 2023."

“Annual Closeout Summary for **Fall Prevention** and **Title III E HCBS OARR**, shall be submitted by CONTRACTOR to County no later than **December 10, 2023.**”

“Equipment for **Fall Prevention** and **Title III E HCBS OARR** must be received by **November 30, 2023** for expenses to be claimed against this Agreement.”

4. Section XV of **Exhibit AAA “PAYMENT SUMMARY”** reflects a funding term of “7/1/22-11/30/23” for Fall Prevention.”

“The total amount payable by County to CONTRACTOR for the period July 1, 2022 through **November 30, 2023** for Fall Prevention services shall not exceed one hundred eighty-eighty thousand, six hundred and thirty-one dollars (\$188,631).”

5. **Exhibit AA-2** reflects added descriptions to the **FALL PREVENTION** benchmark of service units to be delivered.
6. **Exhibit BBB** replaces Exhibit BB references the new **Exhibit AA**.
7. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the Agreement.
8. A copy of this Amendment No. 2 shall be attached to the Agreement.

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

COUNTY OF MONTEREY:

Health Projects Center
Contractor's Business Name

By: DocuSigned by:
Lori A. Medina
Lori A. Medina
DSS Director

Date: 6/6/2023 | 8:38 AM PDT

By: DocuSigned by:
Gary Gray
(Chair, President, Vice President)

Gary Gray

(Print Name & Title)

Date: 6/2/2023 | 5:25 PM PDT

Approved as to Form:

DocuSigned by:
Anne Brenton
Anne Brenton
Deputy County Counsel

Date: 6/5/2023 | 4:16 PM PDT

By: DocuSigned by:
Gwen Yeo, Secretary
(Secretary, CFO, Treasurer)

Gwen Yeo, Secretary

(Print Name and Title)

Date: 6/2/2023 | 9:06 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Patricia Ruiz
Patricia Ruiz
Auditor-Controller's Office

Date: 6/6/2023 | 7:37 AM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

**HEALTH PROJECTS CENTER
JULY 1, 2022 to NOVEMBER 30, 2023**

I. CONTACT INFORMATION

Fiscal Contact: Amanda La Plante
Finance Director
9000 Soquel Avenue, Suite 103
Santa Cruz, CA 95062
(831) 459-6639
Fax: (831) 459-8138
Amanda@hpcn.org

Program Contact &
Disaster Preparedness
Coordinator: John Beleutz
Executive Director
9000 Soquel Avenue, Suite 103
Santa Cruz, CA 95062
(831) 459-6639
Fax: (831) 459-8138
john@hpcn.org

County Contract Manager: Marleen Bush, Management Analyst
Area Agency on Aging
Department of Social Services
730 La Guardia Street
Salinas, CA 93905
(831) 796-3342
bushml@co.monterey.ca.us

II. OFFICES

Santa Cruz: 9000 Soquel Avenue, Suite 103, Santa Cruz 95062-2097

Salinas: 150 Cayuga Street, Suite 3, Salinas 93901

Days and Hours of Service:
Monday through Friday, 9:00 a.m. until 5:00 p.m.

III. SUBAWARD INFORMATION

Sub-award: AP-2122-32 State of California, Department of Aging, Fall Prevention

CONTRACTOR EUI Number: M54NYJNZ56C5

Federal Award Identification Number (FAIN): AP-2122-32 and IF-2223-32

Date County Awarded Funding: July 1, 2022

CFDA Pass-through Information and Dollar Amount:

State of California, Department of Aging

93.052 – Title III E Family Caregiver Support Program (FCSP) \$72,680

93.052 – Title III-E FCSP-State Funds, HCBS/OARR \$27,458

Fall Prevention \$188,631

Federal Award Description:

Administration on Aging, Department of Health and Human Services

1. National Family Caregiver Support
2. Family Caregiver Support Program (FCSP), Home and Community Based Services (HCBS), Older Adults Recovery and Resilience (OARR)
3. Fall Prevention

Research and Development: no

Indirect Cost Rate: Maximum reimbursable indirect rate of 10% is allowable by Monterey County under this contract. Amounts over that threshold and up to the FNICRA of 28.57% will be funded by the CONTRACTOR and may be used as part of the in-kind match required.

IV. 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.

V. SERVICES TO BE PROVIDED BY CONTRACTOR

CONTRACTOR shall provide the services outlined in **Exhibits AAA, A-1, AA-2** and A-3 attached.

VI. AGING AND DISABILITY RESOURCE CONNECTION (ADRC)

CONTRACTOR shall be part of the Monterey County Aging and Disability Resource Connection (ADRC) No Wrong Door service delivery model to break down system silos for older adults, adults with disabilities, their caregivers, and families by:

- a. Joining the ADRC network as a partner agency,
- b. Participating in monthly ADRC meetings,
- c. Referring individuals to ADRC partner agencies,
- d. Connecting individuals with other services through a warm hand-off when possible, and
- e. Sharing information about your agency's services with ADRC partners.

VII. TARGETING POLICY

Recognizing that resources are limited and not all the needs of older residents can be met through Older Americans' Act funding, CONTRACTOR is required to ensure best efforts and attempts are demonstrated for reaching individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. (OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135).

The Older Americans Act, Amendments of 2006 defines the term *Greatest Economic Need* as the need resulting from an income level at or below the poverty line. The term *Greatest Social Need* means the need caused by:

- Physical and mental disabilities
- Language barriers
- Isolation caused by cultural, racial or ethnic status sexual orientation, gender identity, or gender expression
- Social or geographic isolation
- HIV status

Particular attention is required to serve older individuals that are:

- Low-income individuals
- Low-income minority individuals
- Residents in rural areas
- Limited English-speakers
- At risk for institutionalization
- Older adults with disabilities
- Older adults with Alzheimer's disease or related dementias
- Lesbian, Gay, Bisexual and Transgender (LGBT) older adults

VIII. GETCARE LICENSES

COUNTY will pay for one (1) GetCare license for CONTRACTOR each month. Any additional licenses shall be the financial responsibility of CONTRACTOR. **To obtain additional licenses, e-mail accounting@getcare.com and ca2help@getcare.com. Licenses will be issued to individuals. When there is a change in staff, CONTRACTOR must notify the COUNTY in writing within 15 days.**

IX. PERFORMANCE REPORTING

Title III E HCBS/OARR funding is separate from all other Title III E/Area Plan funding and must be tracked and reported separately as outlined in **Exhibit A-3** attached.

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Registered services require client profile information such as name, birthdate, zip code, etc., and the quantity and type of services provided.

CONTRACTOR shall provide quarterly narrative reports to the County describing the progress of services. The Quarterly Narrative Reports shall be in the form of **Exhibit D-4**.

CONTRACTOR shall provide a quarterly Fall Prevention report to the COUNTY listing specific data required for services rendered in the previous quarter. The Fall Prevention Report shall be in the form of **Exhibit D-7**.

CONTRACTOR shall provide monthly completed Participant Satisfaction Surveys from participants to the COUNTY for services rendered in the previous quarter by the 10th day of the following month. The Participant Satisfaction Survey shall be in the form of **Exhibit D-8**.

County has an expectation that a certain number of services are delivered within each reporting period. The benchmark is determined by dividing the service units into the number of months within the contract term (quarterly if it is a quarterly function). The County has expectations that CONTRACTOR will deliver the contracted service units within 20% of the benchmark.

If CONTRACTOR falls below the required benchmark percentage for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to County describing the reason for the occurrence and a plan to meet the benchmark.

X. MATCH REQUIREMENTS

Title III E HCBS/OARR funding is separate from all other Title III E/Area Plan funding, does not have any required match and cannot be used as match for any other program.

Title III-E requires a local cash/in-kind match of 25%. The required match is calculated by taking the total program costs less program income and non-matching contributions, multiplied by the matching requirement percentage.

Fall Prevention Services do not require a cash match.

XI. AUDIT PROVISIONS

CONTRACTOR is required to provide an audit as per the terms in Exhibit H. Additionally, CONTRACTOR shall ensure that State-Funded expenditures are displayed along with the related federal expenditures in the Single Audit report

“Schedule of Expenditures of Federal Awards” (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number, 93.052.

XII. EQUIPMENT

CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$5,000. In addition, any computing devices, regardless of cost, require justification and approval by COUNTY.

Competitive quotations shall be solicited for Equipment purchases. Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR will select the quote that is most advantageous to the CONTRACTOR AND County. The action and results must be documented.

Equipment purchases must follow the Purchasing Guidelines thresholds below:

- 1) Less than \$3,000 – One quote minimum is required.
- 2) More than \$3,000 but less than \$15,000 – A minimum of two quotes are required.
- 3) Greater than \$15,000 but less than \$50,000 – Three quotes are required.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR’s invoice to COUNTY as appropriate.

Equipment must be received by June 30, 2023 for Title III E expenses and by November 30, 2023 for any Title III E HCBS OARR expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-6**).

XIII. PROGRAM INCOME

Program income is defined as revenue generated by CONTRACTOR through contract-support activities and includes:

- Voluntary contributions received from a participant or other party for services rendered (e.g. guest meal fees);
- Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement;
- Royalties received on patents and copyrights from contract-supported activities; and
- Proceeds from the sale of items purchased under a AAA agreement (REQUIRES WRITTEN APPROVAL FROM AAA).

It is required that the CONTRACTOR provide each recipient of a AAA funded service with an opportunity to voluntarily contribute. Those funds must be tracked and considered program income for that particular service. There shall be no tracking of recipients regarding contributions or lack of contributions. Estimated contributions are included in attached budgets and shall be used to expand the service.

All Program Income must be received within the contract term and must be spent by the end of the fiscal year, June 30, 2023 for the Title III E services **and November 30, 2023 for the Fall Prevention** and Title III E HCBS OARR services.

XIV. INVOICE/PAYMENT PROVISIONS

Claims for Payment will be submitted electronically through the GetCare system.

CONTRACTOR shall comply with the appropriate benchmark requirements for service units to be delivered in order to draw down contract funds in accordance with the terms of this Agreement. The applicable benchmark for each type of service is identified in **Section V, Services to be Provided by Contractor**, and **Section VIII, Performance Reporting**.

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.

CONTRACTOR acknowledges that all Title III E funding under this Agreement will be exhausted by May 31, 2023; however, services will continue through June 30, 2023 with other program funding and will be recorded as Cash Match. **CONTRACTOR** acknowledges that the **Fall Prevention** and Title III E HCBS OARR funding under this Agreement will be exhausted by November 30, 2023.

COUNTY shall pay CONTRACTOR in accordance with **Exhibit BBB**, Section I. **PAYMENT BY COUNTY**. Claims for payment shall be submitted in the form set forth in **Exhibit D-1**, Sample Invoice, by the 10th day of the month for services rendered in the previous month, with the final invoice for Title III E services due no later than July 10, 2023 and the final invoice for the **Fall Prevention** and Title III E HCBS OARR services due no later than **December 10, 2023**.

Exhibit D-2, Annual Closeout Summary for **Title III E**, shall be submitted by CONTRACTOR to County no later than **July 10, 2023**. Annual Closeout Summary for **Fall Prevention** and **Title III E HCBS OARR**, shall be submitted by CONTRACTOR to County no later than **December 10, 2023**.

Exhibit D-3, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to County as appropriate. Equipment for **Title III E** must be received by **June 30, 2023** for expenses to be claimed against this Agreement. Equipment for **Fall Prevention** and **Title III E HCBS OARR** must be received by **November 30, 2023** for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County and tendered to the

County upon termination of services by CONTRACTOR. Any equipment no longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-5**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-6**).

XV. PAYMENT SUMMARY

<i>Funding Type</i>	<i>7/1/22 – 6/30/23 Amounts</i>	<i>7/1/22 – 11/30/23 Amounts</i>	<i>3/15/23 –11/30/23 Amounts</i>	<i>7/1/22 – 11/30/23 TOTALS</i>
Title III-E FCSP Community Education	\$21,682		\$0	\$21,682
Title III-E FCSP Caregiver Counseling	\$33,325		\$0	\$33,325
Title III-E FCSP Caregiver Respite	\$17,673		\$0	\$17,673
Title III-E FCSP, HCBS-OARR, Respite Care	\$0		\$22,458	\$22,458
Title III-E FCSP, HCBS-OARR, Supplemental Services	\$0		\$5,000	\$5,000
SUB-TOTAL:	\$72,680	\$0	\$27,458	\$100,138
Fall Prevention	\$0	\$188,631	\$0	\$188,631
TOTAL:	\$72,680	\$188,631	\$27,458	\$288,769

The total amount payable by County to CONTRACTOR for the period July 1, 2022 through June 30, 2023 for Title III-E FCSP services shall not exceed **seventy-two thousand, six hundred and eighty dollars (\$72,680)**.

The total amount payable by County to CONTRACTOR for the period July 1, 2022 through **November 30, 2023** for **Fall Prevention** services shall not exceed **one hundred eighty-eighty thousand, six hundred and thirty-one dollars (\$188,631)**.

The total amount payable by County to CONTRACTOR for the period of July 1, 2022 through June 30, 2023 shall not exceed **two hundred sixty-one thousand, three hundred and eleven dollars (\$261,311)**.

The total amount payable by County to CONTRACTOR for the period March 15, 2023 through November 30, 2023 for Title III-E FCSP, HCBS-OARR Respite

and Supplemental Services shall not exceed twenty-seven thousand, four hundred and fifty-eight dollars (\$27,458).

The maximum amount payable by County to Contractor under this Agreement for the period July 1, 2022 – November 30, 2023 shall not exceed two hundred and eighty-eight thousand, seven hundred and sixty-nine dollars (\$288,769).

This Agreement is funded by the California Department of Aging (CDA) Agreements #AP-2122-32 and IF-2223-32. The terms and conditions of the CDA Agreement 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 Agreement to CONTRACTOR.

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TITLE III-E (CFDA #93.052)
FAMILY CAREGIVER SUPPORT PROGRAM

Services shall be provided to residents of Monterey County only.

CONTRACTOR shall provide Family Caregiver Support services. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Family Caregiver Support Program - An adult (18 years of age or older) family member or another individual (e.g., friend or neighbor) who is an informal (i.e., unpaid) provider of in-home or community care to a care receiver. A care receiver is an older individual (60 years of age or older) or an individual (of any age) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.

1. Service:

Caregiver Counseling (National Aging Program Information System [NAPIS] Family Caregiver Support Program [FCSP] 1)
Registered Service

Unit of Service Definition:

An FCSP Support Service provided to a caregiver by a person appropriately trained and experienced in the skills required to deliver the level of counseling service, which may range from guidance with caregiving responsibilities to therapy for stress, depression, and loss; and (A) may involve his or her informal support system; (B) may be individual direct sessions and/or telephone consultations, and (C) may address caregiving-related financial and long-term care placement responsibilities.

Unit of Service Measurement: 1 Hour

Estimated Service Units to be delivered: 600 Hours

Benchmark of Service Units to be delivered:

by September 30 th	150 Units	(25%)
by December 31 th	300 Units	(50%)
by March 31 st	450 Units	(75%)
by June 30 th	600 Units	(100%)

2. Service:

Community Education on Caregiving (NAPIS FCSP 5)
Non-Registered Service

Unit of Service Definition:

An FCSP Information Service designed to educate groups of current or potential caregivers and those who may provide them with assistance about available FCSP and other caregiver support resources and services (such as a booth at a health fair) that could include groups of caregivers or one-on-one contacts).

Unit of Service Measurement: 1 Activity

Estimated Service Units to be delivered: 32 Activities

Benchmark of Service Units to be delivered:

by September 30 th	8 Units	(25%)
by December 31 st	16 Units	(50%)
by March 31 st	24 Units	(75%)
by June 30 th	32 Units	(100%)

3. Service:

Caregiver Respite In-Home Personal Care (NAPIS FCSP 2)

Registered Service

Unit of Service Definition:

An FCSP Respite Care service that includes the provision to care receiver assistance with eating, bathing, toileting, transferring, and or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

Unit of Service Measurement: 1 Hour

Estimated Units of Service to be delivered: 1,000 Hours

Benchmark of Service Units to be delivered:

by September 30 th	250 Units	(25%)
by December 31 st	500 Units	(50%)
by March 31 st	750 Units	(75%)
by June 30 th	1,000 Units	(100%)

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FALL PREVENTION

CONTRACTOR shall provide participant enrollment, home assessment, consultation, referrals, client satisfaction surveys, and coordination of building contractor services for income eligible individuals with disabilities or persons 60 years of age or older and are at risk of falling or being institutionalization. Services shall be provided in accordance with State requirements outlined in the funding agreement for Fall Prevention Services A.B. 74. Bilingual/bicultural (English/Spanish) staff should be available to serve all four regions of Monterey County when needed.

1. Service: Home Inspections

Unit of Service Definition:

- Conducting a home assessment utilizing a standard Screening Tool specifically designed to identify hazards that could contribute to a falling incident. Special efforts must be made to assure that COVID-19 safety protocols are followed.
- Providing referrals to the participants about other appropriate community fall prevention resources (Matter of Balance Classes, PG&E HEAP, city resources, etc.).
- Purchasing products and services, including home modifications, to address hazards identified during assessment.
- Managing sub-contractors who provide services.
- Conducting a follow up home visit to ensure that changes have been made.
- Conducting Participant Satisfaction surveys

Unit of Service Measurement:

1 Contact = 1 Home Assessment

Estimated Service Units to be delivered: 120

Benchmark of Service Units to be delivered:

by September 30, 2022	20 Units (17%)
by December 31, 2022	40 Units (33%)
by March 31, 2023	60 Units (50%)
by June 30, 2023	80 Units (67%)
by September 30, 2023	100 Units (83%)
by November 30, 2023	120 Units (100%)

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TITLE III-E (CFDA #93.052)
FAMILY CAREGIVER SUPPORT PROGRAM
HOME AND COMMUNITY BASED SERVICES, OLDER ADULTS' RECOVERY
AND RESILIENCE

I. SERVICES TO BE PROVIDED

The purpose of the HCBS/OARR funding is to strengthen older adults and caregivers' recovery and resilience from the severe isolation and health impacts from staying at home during the COVID-19 pandemic. This funding will serve as an additional resource to help aid the transition of older Californians back into their local communities, which will reduce isolation, loneliness, and mitigate other health concerns.

Services shall be provided to residents of Monterey County only.

CONTRACTOR shall provide Family Caregiver Support services. Services shall be provided in accordance with the California Code of Regulations, Title 22, Social Security, Division 1.8, California Department of Aging.

Family Caregiver Support Program - An adult (18 years of age or older) family member or another individual (e.g., friend or neighbor) who is an informal (i.e., unpaid) provider of in-home or community care to a care receiver. A care receiver is an older individual (60 years of age or older) or an individual (of any age) with Alzheimer's disease or related disorder with neurological and organic brain dysfunction.

1. Respite Care:
Caregiver Respite In-Home Personal Care (Registered Service)

Service Definition: An FCSP Respite Care service that includes the provision of care receiver assistance with eating, bathing, toileting, transferring, and or dressing (along with care receiver supervision and related homemaker assistance) by an appropriately skilled provider.

Unit of Service Measurement: 1 Hour

Estimated Units of Service to be delivered: 750 Hours

Benchmark of Service Units to be delivered:

by March 31, 2023	113	Units	(15%)
by June 30, 2023	375	Units	(50%)
by September 30, 2023	563	Units	(75%)
by November 30, 2023	750	Units	(100%)

2. Supplemental Services:
Caregiving Material Aid (Registered Service)

Service Definition: An FSCP Supplemental Service that arranges for and provides assistance to caregivers in the form of commodities, surplus food, transit passes, meals, and vouchers, or direct payment to vendors that will help

meet identified needs associated with an individual caregiver's responsibilities. **NOTE:** *Each assistance to registered clients may result in several commodities provided; Example Emergency preparedness kits may include a variety of personal protection items. Clients may receive more than 1 assistance occurrence.*

Unit of Service Measurement: 1 Assistance
Estimated Service Units to be delivered: 40 Occurrences

Benchmark of Service Units to be delivered:

by March 31, 2023	6	Units	(15%)
by June 30, 2023	20	Units	(50%)
by September 30, 2023	30	Units	(75%)
by November 30, 2023	40	Units	(100%)

II. PERFORMANCE REPORTING

Title III E HCBS/OARR funding is separate from all other Title III E/Area Plan funding and must be tracked and reported separately.

CONTRACTOR shall enter data monthly into the AAA GetCare System by the 10th day of the month following the month of service. Registered services require client profile information such as name, birthdate, zip code, etc., and the quantity and type of services provided.

CONTRACTOR shall provide quarterly narrative reports to the County describing the progress of services by April 10, 2023, July 10, 2023, October 10, 2023, and December 10, 2023. The Quarterly Narrative Reports shall be in the form of **Exhibit D-4** and shall include the additional data elements described below.

HCBS/OARR: This quarterly narrative report shall include the number of service units delivered, number of persons served, total expenditure amount, and a brief narrative describing the progress, successes, and challenges of the program development for OARR funded initiatives.

This narrative should include a description of the Title III E program prior to the OARR investment spending and include a description of what has changed and developed due to the OARR investment spending. Supporting evidence, data and documentation is encouraged, which may be valuable for informing future public investment opportunities.

COUNTY has an expectation that a certain number of services are delivered within each reporting period (monthly and quarterly). Estimated service units are expected to be delivered evenly throughout the year and within 20% of estimate.

If CONTRACTOR’s deliverables fall below estimated levels for two (2) consecutive quarters, and if requested by the County, CONTRACTOR will provide a corrective action plan to the AAA describing the reason for the occurrence and a plan to meet the stated estimates.

III. MATCH REQUIREMENTS

HCBS/OARR funding does not have any required match and cannot be used as match for any other program.

IV. PAYMENT SUMMARY

The total amount payable by County to CONTRACTOR for the period March 15, 2023 through November 30, 2023 for Title III-E FCSP, HCBS-OARR Respite and Supplemental Services shall not exceed twenty-seven thousand, four hundred and fifty-eight dollars (\$27,458).

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**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**.

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 **December 10th**. **If the Final Invoice is not received by COUNTY by close of business on December 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-1, C-2 and C-3**. Only the costs listed in **Exhibit C-1, C-2 and C-3** 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-1, C-2, C-3**, 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 month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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

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- 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

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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

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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,

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- 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 **John Beleutz** 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.