

COUNTY OF MONTEREY
Amendment No.1 to Agreement No. A-16340
Action Council of Monterey County, Inc.

This Amendment No.1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Action Council of Monterey County, Inc (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the provision of Pathways to Safety(P2S) for a term of July 1, 2023 through June 30, 2025 with a total contract amount of \$1,731,172 (hereinafter, “Original Agreement”).

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by adding **\$179,838 for FY 2024-25 to include support for kin in obtaining guardianships of youth in their care, for a new contract total of \$1,911,010 with no change to the contract term.**

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

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

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION”** is hereby amended as follows:
“The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement.”
2. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is hereby amended as follows:
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$ 1,911,010.00.**”
3. **Exhibit AA** replaces Exhibit A and reflects the additional scope of service in section **IX. Roles and Responsibilities, A., 1., d)**, the new **FY2024-25 amount of \$1,052,509** and new contract total of **\$1,911,010.00.**
4. **Exhibit BB** replaces Exhibit B and references the new **Exhibits AA, CC, and DD-2.**
5. **Exhibits CC** replaces Exhibit C and reflects **\$1,052,509 for FY 2024-25 and new contract total of \$1,911,010.**
6. **Exhibits DD-2** replaces Exhibit D-2 and reflect the new **FY 2024-25 total of \$1,052,509.**
7. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
8. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

Action Council of Monterey County, Inc.
Amendment No. 1 to Agreement 5010-303 FY2023-25

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

COUNTY OF MONTEREY:

DocuSigned by:
By: Lori A. Medina
22410585EACC433...
Lori A. Medina, DSS Director

Date: 6/28/2024 | 9:17 AM PDT

CONTRACTOR

DocuSigned by:
By: Andrea Manzo
BBD044090BF04D2...
(Chair, President, Vice-President)

Andrea Manzo, Executive Director
(Print Name & Title)

Date: 5/15/2024 | 1:09 PM PDT

DocuSigned by:
By: Melissa Mairose
CB00000544A3479...
(Secretary, CFO, Treasurer)

Melissa Mairose, Director of Finance & Operations
(Print Name and Title)

Date: 5/15/2024 | 1:11 PM PDT

Approved as to Form:

DocuSigned by:
By: Anne Brenton
A40091E5DE03489...
Deputy County Counsel

Date: 5/17/2024 | 3:59 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
By: Jennifer Forsyth
4E7E057075454AE...
Auditor Controller's Office

Date: 5/20/2024 | 8:18 AM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

ACTION Council of Monterey County

July 1, 2023 to June 30, 2025

Total \$1,911,010

FY2023-24 - \$858,501

FY2024-25 - \$1,052,509

I. Contract Oversight

Andrea Manzo

Executive Director

Action Council & Building Healthy Communities Monterey County

295 Main St., #500

Salinas, CA 93901

831.783.1244, ext. 104

F:831.783.1276

Ginger Pierce

CAPC Director

Department of Social Services

1000 South Main Street Suite 111

Salinas Ca 93901

(831)769-8784

II. Background

- A. Action Council of Monterey County, Inc. in partnership with Door to Hope and Community Human Services will be the lead administrative agency and coordinators for a program centered on the values and practices modeled after Differential Response, locally known as Pathways to Safety (P2S). Action Council and its subcontractors will work in close collaboration with Family and Children's Services (FCS) to improve family and child well-being, while improving the local community's ability to keep children safe.

III. Contract Award Information

SUBAWARD: N/A

CONTRACTOR UEI Number: **DPKBXVMNGQ24**

Federal Award Identification Number (FAIN): N/A

Date County Awarded Funding: July 1, 2023

CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A

Federal Award Description: N/A

Research and Development: N/A

Indirect Cost Rate: 10%

IV. Objective

- A. Continue a partnership to implement best practices in providing equitable support to families to promote well-being and foster family stability.

V. Pathways to Safety Program Scope

A. Description

1. Pathways to Safety will continue its best practice work to keep families safe and minimize recurrence of referral. For all of the families referred to P2S the program will provide Information and Referral or Case Management that includes community provider's linkage based on assessed needs and willingness of the family to participate.

B. Referrals

1. FCS Referrals

- a) P2S will meet with social workers at least once a quarter to reiterate the goals and purpose of the program. FCS will send closed referrals from the County to the Pathways to Safety Manager at p2sreferrals@actioncouncil.org. The Pathways to Safety Manager will send referrals to subcontractor supervisors for them to distribute referrals depending on caseloads for each Family Resource Specialist (FRS). Each FRS will have an average of 40 active cases at a time and at least 50% of referrals will come from FCS. With full staffing capacity, the cases across the P2S program will not exceed an average of 200 active cases at any given time. Case management will be conducted up to 90 days per family and families needing support beyond the 90 days will be determined at the discretion of the P2S team.

2. Community Referrals

- a) There will be an opportunity to accept Community Referrals in order to maximize the support to families. Community referrals will be accepted to the program after using a screening tool approved by the FCS contract manager. P2S will track Community Referrals and share the number of referrals with FCS on a monthly basis via data reports. There will be an initial Community Forum for agencies to understand the changes in the P2S program and awareness of Community Referrals. In addition to connecting with other agencies, Action Council and its subcontractors will use existing networks within their organizations that work closely with system impacted families to identify Community Referrals. It is expected that Community Referrals will also come in via word of mouth from previous or existing clients. P2S will assess and

determine outreach strategy based on community need. If P2S receives an abundant number of Community Referrals a waiting list will be developed to ensure there is at least 50% capacity for FCS referrals. Action Council will work with FCS to co-develop the process for approving Community Referrals.

- b) P2S will update the current referral form for outside agencies and organizations to refer families to the program.
- c) P2S will develop a short screening tool for families referred from the community to ensure they qualify for the support.

3. Caseload

- a) Each Family Resource Specialist will have an average of 40 active cases at any one time. Of those cases at least 50% will be referrals from FCS, the remaining spaces will be made available for Community Referrals.

C. Intake Process, Case Management and Community Response

1. Intake Assessment

- a) Key to the engagement, the Intake and Assessment form has been developed to capture core demographics and to assess the family's needs and potential concerns.
- b) This will be administered to all referrals by the Family Resource Specialists and will be tracked in the data management system as a starting point for all families.

2. Community Based Service Plan

- a) Document will be developed to indicate simple Information & Referral or to indicate goals for case management.
- b) Following identification of families for case management, the data management system will track what resources families are referred to.
- c) Cases will be open up to 90 days and families needing support beyond the 90 days will be determined at the discretion of the P2S team.

3. FAST Intake / FAST Exit

- a) FAST Intake is completed by the FRS without the family being present. The FRS will measure all of the families strengths and document where the family is needing support and these will be the main goals in the Community Case Plan.

- b) FAST Exit is to be completed when the FRS is closing the referral. Compared to the FAST Intake, the FAST Exit will document the improvement in areas in need of support.

4. Family Assistance Funds

- a) Following the assessment and case plan the FRS will determine if families should receive financial assistance beyond referrals to agencies.

5. Responsive Community Spaces

- a) P2S will have the ability to respond to community needs on a short term basis as defined by contractor and subcontractor on specific topics.
- b) During monthly meetings, the P2S team will assess any community spaces that need to be created to support a group of families on a particular topic. Monthly meetings will be used as a creative space to respond to trending community needs.

VI. Subcontractor(s):

Agreements executed between CONTRACTOR and subcontractor(s) performing work under this Agreement shall require subcontractor(s) to comply with the provisions set forth in Section 9, Insurance and Section 8, Indemnification of this agreement, relative to CONTRACTOR. Subcontractor(s) agreements shall also include the provisions of Section 10, Records & Confidentiality and Section 11 Non-Discrimination.

VII. Payment Provisions

COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit BB-, Section I. PAYMENT BY COUNTY**. CONTRACTOR shall submit a monthly invoice to COUNTY no later than the tenth (10th) day following the end of the month during which costs were incurred. The invoice shall be submitted in the format presented in **Exhibit D-1 and DD-2** and shall contain the original signature of the person authorized to submit claims for payment. Detailed backup for all sub-contracts and any required documentation, as noted on the invoice form, shall be submitted with the invoice. Copies of all invoices shall be provided to the COUNTY.

The maximum amount to be paid by COUNTY to CONTRACTOR under this two-year Agreement shall not exceed **one million, nine hundred eleven thousand, ten dollars (\$1,911,010)**. The FY 23-24 the contract will not exceed **eight hundred fifty-eight thousand, five hundred and one dollars (\$858,501)** and in FY 24-25 it will not exceed **one-million, fifty-two thousand, five hundred nine dollars(\$1,052,509)** per **Exhibit CC, Budget**.

VIII. Data and Reporting

- A. Action Council will provide regular quality assurance, feedback and reports.

1. Action Council will be using the software Apricot to track all data. There will be monthly reports with aggregated data to include but not limited to: monthly/quarterly/yearly referral tracking, monthly engagement of all referred families, monthly assignments of FRS, Monthly Dismissal and reason, Monthly Service Expenditures and completion of services, Monthly educational sessions as well as community needs assessment events provided, zip code, race, economic status, services provided/referrals to outside providers, data disaggregated by FCS referrals and Community Referrals.
2. Quarterly Action Council will create a more in depth report to include trends in types of support needed from families and gaps in services, number of cases followed with timeframe, any barriers encountered, and advice to how these issues can be resolved. Quarterly reports will be followed by a meeting with FCS to discuss the findings to support decision making in other areas of the County as well as an opportunity to make modifications to P2S as needed.

B. Communication with Social Workers and Family and Children's Services

1. P2S has been successful in part due to its ability to maintain confidentiality regarding its work with clients. However, P2S understands that some social workers would like an update on a referred family's progress after being involved with Pathways to Safety. FRSs will communicate with social workers and share basic information around the referrals to outside services but will not share any additional information families share with the FRS. FRSs will only share the information if contacted by a social worker, otherwise the information on a case will be included in the aggregated data in the reports. As a multidisciplinary team, P2S will share trending community needs on a quarterly basis with FCS.

IX. Roles and Responsibilities

A. Action Responsibilities

1. Key staff
 - a) Program Manager (0.30 FTE) - Manage overall Differential Response Program. Monitor contracts with partner organizations and oversee budget expenditures. Maintain constant communication with partner agencies to monitor progress of the program. Oversee data integrity and quality assurance processes while also supporting reporting functions. Develops quarterly data reports and coordinates all meetings with FCS.

- b) Program Supervisor (0.32 FTE) - Door to Hope and CHS Program Supervisor directly oversees program staff and assures program meets contract deliverables.
- c) Program Coordinator (0.8 FTE) - Door to Hope Program Coordinator works with the Supervisor to plan, organize, direct, and lead the staff and work process of the program. The DR Coordinator has detailed understanding and can skillfully use the techniques of program design, case management practice, project management, differential response, outcomes measurement, and is responsible for conformance to regulatory requirements, contractual obligations of the differential response program.
- d) Family Resource Specialist (5 FTE) - Provide client engagement, assessment, information and referral or case management to families in Monterey County who are reported to Child Welfare Services or who self-refer. Provide additional resources to community members seeking information **that may include supports for kin in obtaining guardianships of youth in their care**. Primarily telephone assistance, occasionally face-to-face meetings as needed to increase accessibility.
- e) Finance and Administrative Staff (0.3 FTE) - Contract management and oversight, distribution of support funding and any other financial needs.
- f) Executive Director (0.10 FTE) - Management of overall contract and budget.

2. Capacity Building

- a) Action Council in coordination with its subcontractors will conduct regular capacity building opportunities for FRS. The capacity building opportunities will be focused on building skills for the FY 23-25 phase as well as other capacity building opportunities needed to be prepared for the phase post FY 2025.
- b) P2S, when requested, will participate in community capacity building for primary prevention services.

B. Family and Children's Services Responsibilities

- 1. FCS Manager overseeing P2S meets monthly with the P2S team.
- 2. Plays a leadership role in supporting increase in referrals from social workers in the county.
- 3. Coordinate with P2S Supervisor when training new social workers on P2S.

4. Will provide feedback on all reports received from Action/P2S.
5. FCS administration to meet monthly or quarterly with P2S admin to keep open communication and collaboration around program changes, needs, etc.

X. Collaborative Planning

- A. Action Council and its subcontractors will be engaged and serve as though partners for the updated prevention services model.
- B. Action Council and its subcontractors will meet with FCS to support the transition of the P2S model to focusing on the updated prevention services model as developed within FCS.
- C. Action Council will host a Community Forum on P2S and its plan for FY 23-25.

XI. Period of Performance

- A. July 1, 2023 - June 30, 2025

**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 and DD-2**.

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:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

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

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the 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 AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

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

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

2.05 Remedies for Inadequate Service Levels:

- a) For each 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

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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 Andrea Manzo 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.



Pathways to Safety
July 1, 2023 through June 30, 2025
Budget

Category	FY 23/24 Budget	FY 24/25 Budget
Personnel		
Executive Director	12,075.00	12,317.00
Operational Support	26,824.00	27,360.00
Program Management	23,636.00	24,109.00
Benefits - 28%	17,510.00	17,860.00
Subtotal	80,045.00	81,646.00
Support Funding	40,000.00	80,000.00
Community Contracts		
Door to Hope	504,580.00	636,598.00
Community Human Services	100,000.00	102,000.00
Community Meeting Expense	2,500.00	2,500.00
Marketing	10,000.00	10,000.00
Training	1,500.00	1,500.00
Print/Copy/Supplies	1,000.00	1,000.00
Computer/Technology/Software	3,410.00	4,162.00
Telephone/Fax	1,300.00	1,300.00
Postage	120.00	120.00
Lease	36,000.00	36,000.00
Subtotal	700,410.00	875,180.00
Admin/Overhead - 10%	78,046.00	95,683.00
Total	858,501.00	1,052,509.00

The maximum amount to be paid by COUNTY to CONTRACTOR under this two-year Agreement shall not exceed one million, nine hundred eleven thousand, ten dollars (\$1,911,010).



Pathways to Safety
July 1, 2024 through June 30, 2025
Billing Summary/Claim

Date: _____
 Invoice Number: _____
 Month: _____

Category	FY 24/25 Budget	Total Monthly Expense	Year-to-Date Expense	Balance Contract Funds
Personnel				
Executive Director	12,317.00			12,317.00
Operational Support	27,360.00			27,360.00
Program Management	24,109.00			24,109.00
Benefits	17,860.00			17,860.00
Subtotal	81,646.00	-	-	81,646.00
Non-Personnel				
Support Funding	80,000.00			80,000.00
Community Contracts	738,598.00			738,598.00
Community Meeting Expense	2,500.00			2,500.00
Marketing	10,000.00			10,000.00
Training	1,500.00			1,500.00
Print/Copy/Supplies	1,000.00			1,000.00
Computer/Technology/Software	4,162.00			4,162.00
Telephone/Fax	1,300.00			1,300.00
Postage	120.00			120.00
Lease	36,000.00			36,000.00
Subtotal	875,180.00	-	-	875,180.00
Total Personnel & Non-Personnel	956,826.00	-	-	956,826.00
Admin/Overhead	95,683.00			95,683.00
Total	1,052,509.00	-	-	1,052,509.00

I hereby certify that this report is correct and complete to the best of my knowledge.

 Print name of person completing the form

 Phone Number

 Date

 Authorized signature

 Phone Number

 Date

 Monterey County DSS Authorized Signature

 Date



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16430 ; Amendment No.: 1

- a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 to Agreement A-16340 with Action Council of Monterey County, Inc. to add support in obtaining guardianship for kin, adding \$179,838 for a new contract total of \$1,911,010 with no change to the contract term; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three (3) future amendments to this amended Agreement where the total amendments do not exceed 10% (\$191,101) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$2,102,111.

PASSED AND ADOPTED on this 25th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2024.

Dated: June 27, 2024

File ID: A 24-251

Agenda Item No.: 47

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy