



Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor Mary L. Adams seconded by Supervisor John M. Phillips to approve Consent Calendar Item Numbers 13 through 36 excluding Consent Item No.16 which was pulled via the additions and corrections and Item No. 32.1 which will have a separate vote taken on it.

Agreement No.: A-14950

- a. Approve and authorize the Director of the Department of Social Services to sign an Agreement with Franciscan Workers of Junipero Serra for \$555,000 to provide operations for the Chinatown Health Services Center and Dorothy's Drop-In Center to support the homeless population in Salinas including Whole Person Care Case Management for Housing support, retroactively to July 1, 2020 through June 30, 2021; and
- b. Authorize the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed 10% (55,500) of the original contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 1st day of September 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

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 September 1, 2020.

Dated: September 1, 2020
File ID: A 20-342
Agenda Item No.: 20

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

Joel G. Pablo, Deputy

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Franciscan Workers of Junipero Serra

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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

Provide:

shelter services, case management and miscellaneous medical and social services.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$555,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits

Franciscan 2020 \$555,000.00
5010-83

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

Franciscan 2020 \$555,000.00
5010-83

the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Jill Allen, Executive Director
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title POB 2027 Salinas, California 93902-2027
Address 831-755-4430	Address 831-578-4198
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 15.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: *Agri & medicine*
Department Head (if applicable)

Date: 9/15/2020

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹
DocuSigned by: *CB*
07025F3AA38E4AA
County Counsel
8/10/2020 | 9:25 AM PDT

Date: _____

Approved as to Fiscal Provisions²
DocuSigned by: *Gary Giboney*
D3834BFEC1D8449
Auditor/Controller
8/10/2020 | 10:06 AM PDT

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Franciscan Workers of Junipero Serra

Contractor's Business Name*
DocuSigned by: *Daniel E. Griffe, President*
393907233E144A6
(Signature of Chair, President, or Vice-President) *

By: _____

Date: 8/10/2020 and Title AM PDT

DocuSigned by: *Kevin Little, Treasurer*
E0072CC055FD486
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

By: _____

Date: 8/5/2020 | 6:56 PM PDT

Name and Title

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

LIST OF EXHIBITS

Franciscan Workers of Junipero Serra

Exhibit A - 1	Service Report for Drop-In Center
Exhibit A - 2	Whole Person Client Agreement
Exhibit B	Additional Provisions
Exhibit C	Budget
Exhibit D - 1	Invoice – Whole Person Care
Exhibit D - 2	Invoice – Drop-In Center
Exhibit E	Child Abuse Reporting
Exhibit F	HIPAA
Exhibit G	Lobbying Certification
Exhibit H	Elder Abuse Requirements

SCOPE OF SERVICES/PAYMENT PROVISIONS

FRANCISCAN WORKERS OF JUNIPERO SERRA

- A. FUNDING SOURCES:
- | | |
|----------------------------|---------------------|
| Jul 1, 2020 – Dec 31, 2020 | |
| GFC (WPC Match) | \$138,750.00 |
| <u>WPC</u> | <u>\$138,750.00</u> |
| Total Jul – Dec | \$277,500.00 |
| Jan 1, 2021 – Jun 30, 2021 | |
| GFC | \$ 69,375.00 |
| <u>HHAP</u> | <u>\$208,125.00</u> |
| Total Jan - Jun | \$277,500.00 |
| Total Funding | \$555,000.00 |
- B. CONTRACT TERM: July 1, 2020 - June 30, 2021
- C. CONTACT INFORMATION:
- County Contract Monitor: Monterey County Department of Social Services
Glorietta Rowland, Management Analyst
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 796-3584 Fax: (831) 755-8477
rowlandg@co.monterey.ca.us
- Contractor Information: Franciscan Workers of Junipero Serra
Jill Allen, Executive Director
P. O. Box 2027 Salinas, CA 93902-2027
Phone: (831) 578-4198 Fax: (831) 757-2173
jill.allen@dorothysplace.org
- Program Report Monitor: Monterey County Health Department
Patricia Zerounian, Management Analyst
1270 Natividad Road, Salinas, CA 93906
Phone: (831) 755-4583 Fax: (831) 796-8607
zerounianp@co.monterey.ca.us
- Location of Services: Dorothy's Place Drop-In Center
30 Soledad Street Salinas, CA 93901
Phone: (831) 578-4198 Fax: (831) 757-2173
- D. BACKGROUND
Franciscan Workers of Junipero Serra (CONTRACTOR) was incorporated in 1982 to serve the lowest income and most marginalized people in Salinas. It began as a soup kitchen, progressed into providing a day shelter for the homeless, and now provides three (3) core programs from its facility at 30 Soledad Street in the Salinas Chinatown area, known as Dorothy's Place.

SCOPE OF SERVICES/PAYMENT PROVISIONS

E. DESCRIPTION OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for, or incidental to, the performance of work, known as Community-based Case Management Services for Housing Support as set forth below:

E.1 Drop-In Center

- E.1.a. CONTRACTOR shall continue expanded hours of operation for Dorothy's Place Drop-In Center of 10.5 hours/day, 7 days/week, opening at 7:30 am and closing at 6 p.m.
- E.1.b. CONTRACTOR will provide a warm, dry shelter during the day with meals, showers, restrooms, laundry, mail, phone, clothing, and hygiene supplies in the same facility.
- E.1.c. CONTRACTOR will conduct the Vulnerability Assessment (VI-SPDAT) for homeless residents and connect vulnerable homeless residents with the Coordinated Assessment and Referral System (CARS).

E.2 Whole Person Care

- E.2.a. CONTRACTOR shall provide Community-based Case Management Service for Housing Support encounters to enrollees and/or potential enrollees of Whole Person Care throughout Dorothy's Place programs in a compassionate manner per the "housing first" model that promotes flexibility in approaching any degree of service need.
- E.2.b. The goal is to provide community-based case management for housing support encounters to approximately 150 enrollees and/or potential enrollees of Whole Person Care each month.
- E.2.c. A Community-based Case Management Service for Housing Support encounter is defined as an in-depth face-to-face or telephone conversation in which a Dorothy's Place Community Health Worker or Social Worker provides the Whole Person Care enrollee and/or potential enrollee with counseling, medical assistance, mental health assistance, skill development, information, and encouragement to secure and remain in temporary, transitional, or permanent housing with or without assistance.
- E.2.d. CONTRACTOR shall work with Monterey County Health Department Whole Person Care personnel regarding case coordination for Whole Person Care enrollees.
- E.2.e. CONTRACTOR shall immediately utilize the Whole Person Care Authorization Form (Exhibit A-2) to Receive Services Funded through Whole Person Care and Authorization to Use, Disclose, or Exchange Limited Personally Identifiable Information form for all persons accessing services.

F. REPORTING INSTRUCTIONS & SUBMISSION

- F.1 As governed through the WPC Memorandum of Understanding between the Monterey County Department of Social Services and the Monterey County Health

SCOPE OF SERVICES/PAYMENT PROVISIONS

Department, the Monterey County Health Department shall act as the Program Report Monitor by receiving, managing, and maintaining all programmatic reports containing personally identifiable information (PII) authorized for exchange by clients with signed releases of information.

- F.2 CONTRACTOR shall submit a monthly WPC report to Monterey County Health Department, via the Program Report Monitor, describing the Community-based Case Management Services for Housing Support encounters performed that includes the following indicators at the client level no later than 10 days after the end of each month:
- F.2.a. Enrollee Identification list consisting of enrollee first and last name, date of birth, and encounter dates
 - F.2.b. Name of Community Health Worker or Social Worker assigned to the client
 - F.2.c. Total number of individuals served within the month
 - F.2.d. Outcomes: number of known individuals who were placed into housing during the report month
- F.3 CONTRACTOR shall submit quarterly DIC programmatic reports via email to the County Contract Manager by the following dates:
- F.3.a. October 10, 2020 for the period of July 1 - September 30, 2020
 - F.3.b. January 10, 2021 for the period of October 1, 2020 - December 31, 2020
 - F.3.c. April 10, 2021 for the period of January 1, 2021- March 31, 2021
 - F.3.d. July 10, 2021 for the period of April 1, 2021- June 30, 2021
- F.4 CONTRACTOR shall submit quarterly DIC program reports describing:
- F.4.a. Number of Individuals served
 - F.4.b. Number of Persons Engaged in Case Management Services
 - F.4.c. Demographics
 - F.4.d. Number of persons housed
 - F.4.e. Successes (narrative)
 - F.4.f. Challenges (narrative)
 - F.4.g. Lessons Learned (narrative)
- F.5 CONTRACTOR shall participate in an annual site visit conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery. Completion of this measure shall be documented through issuance of an annual site visit report.

G. PAYMENT PROVISIONS

- G.1 COUNTY shall pay CONTRACTOR per the terms set forth in Exhibit B, DSS Additional Provisions, Section I, PAYMENT BY COUNTY using the rate set forth in Exhibit C, Budget.
- G.2 The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2020 through December 31, 2020 shall be payable at \$308 per member per month (PM/PM) at the maximum of (1,802) member months allowed and shall not exceed **two hundred seventy-seven thousand five hundred dollars and zero cents (\$277,500.00)**.
- G.3 The total amount payable by COUNTY to CONTRACTOR for the period

SCOPE OF SERVICES/PAYMENT PROVISIONS

- January 1, 2021 through June 30, 2021 shall not exceed **two hundred seventy-seven thousand five hundred dollars and zero cents (\$277,500.00)**.
- G.4 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not **exceed five hundred fifty-five thousand dollars and zero cents (\$555,000.00)** per Exhibit C, Budget.
- G.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the County Contract Monitor setting forth the amount claimed no later than 10 days after the end of each month on the form set forth in Exhibit D. The final invoice will be due no later than July 10, 2021.

(End of page)

CONTRACT REPORTING INSTRUCTIONS

MID-YEAR REPORT SECTION - DUE 10th of Month of mid contract year

A mid-year progress report is due on the 10th of the month following the first half of the contract year. This report will provide an update assessing the agency's current progress on the goals established at the start of the contract period and may be used in conjunction with the agency monitoring process. The following sections must be completed in order to fully meet the requirements of the mid-year report.

C. **OUTCOMES REPORT:** Only enter data in the column titled "III-IV.) Mid-Year Results (#)." Provide mid-year outcomes for those attaining the achievement within the first half of the contract term on only the indicators selected during the initiation phase and a projection was determined. If attainment cannot yet be determined as per the method described in the goals, do not count those "in progress." You may be asked to provide documentation used to support the data reported.

D. **SERVICE COUNTS:** Only enter mid-year results in the indicators in which projections were established at the beginning of the contract. Data should be entered into the column titled "II. Mid-Year Progress of Individuals Served (#)" and covers the period first 6 months. Documentation methods may vary, but must be provided upon request.

END OF YEAR REPORT SECTION - DUE 10th of Month (after contract term)

An end of year closure report is due on the 10th of the month following the end of the contract term. This report will provide a final outcomes report of the agency's performance to meet the goals established at the start of the contract period. Results may be used to evaluate agency and contractual service performance. The following sections must be completed in order to fully meet the requirements of the end of year report.

C. **OUTCOMES REPORT:** Only enter data in the column titled "V-VI.) Final Results (#)." Provide end of year outcomes for those attaining the achievement anytime during the contract term on only the indicators selected during the initiation phase and a projection was determined. You may be asked to provide documentation used to support the data reported.

D. **SERVICE COUNTS:** Only enter data in the column titled "III.) Total Unduplicated Number Served (#)." Provide end of year service counts for those attaining the achievement anytime during the contract term on only the indicators selected during the initiation phase and a projection was determined. You may be asked to provide documentation used to support the data reported.

E. **CHARACTERISTICS:** Complete client demographic data for individuals and families receiving services under this contract during the contract term. Only enter data for which documentation can be provided to validate information. Your agency may be asked to provide documentation used to support the report.

Monterey County Community Action Partnership				
Individual and Family (SRV) Service Counts				
SRV 1	Employment Services (SRV 1)			III Total Unemployed Number Served (F)
SRV 1a-f	Skills Training and Opportunities for Experience (SRV 1a-f)			
SRV 1a	Vocational Training			
SRV 1b	On-the-Job and other Work Experience			
SRV 1c	Youth Summer Work Placements			
SRV 1d	Apprenticeship/Internship			
SRV 1e	Self-Employment Skills Training			
SRV 1f	Job Readiness Training			
SRV 1g-h	Career Counseling (SRV 1g-h)			
SRV 1g	Workshops			
SRV 1h	Coaching			
SRV 1i-n	Job Search (SRV 1i-n)			
SRV 1i	Coaching			
SRV 1j	Resume Development			
SRV 1k	Interview Skills Training			
SRV 1l	Job Referrals			
SRV 1m	Job Placements			
SRV 1n	Pre-employment physicals, background checks, etc.			
SRV 1o-p	Post-Employment Supports (SRV 1o-p)			
SRV 1o	Coaching			
SRV 1p	Interactions with employers			
SRV 1q	Employment Supplies (SRV 1q)			
SRV 1r	Employment Supplies			
SRV 2	Education and Cognitive Development Services (SRV 2)			III Total Unemployed Number Served (F)
SRV 2a-j	Early Childhood Educational Programs (SRV 2a-j)			
SRV 2a	Early Head Start			
SRV 2b	Head Start			
SRV 2c	Other Early-Childhood (0-5 yr. old) Education			
SRV 2d	K-12 Education			
SRV 2e	K-12 Support Services			
SRV 2f	Financial Literacy Education			
SRV 2g	Literacy/English Language Education			
SRV 2h	College-Readiness Preparation/Support			
SRV 2i	Other Post Secondary Preparation			
SRV 2j	Other Post Secondary Support			
SRV 2k	School Supplies (SRV 2k)			
SRV 2l	School Supplies			

SRV	Service Description	Count	Count	Count	Count
	Early Childhood Programs (SRV 1)				
	Before and After School Activities				
	Summer Youth Recreational Activities				
	Summer Education Programs				
	Behavior Improvement Programs (attitude, self-esteem, Dress-for-Success, etc.)				
	Mentoring				
	Leadership Training				
	Adult Education Programs (SRV 2)				
	Adult Literacy Classes				
	English Language Classes				
	Basic Education Classes				
	High School Equivalency Classes				
	Leadership Training				
	Parenting Supports (may be a part of the early childhood programs identified above)				
	Applied Technology Classes				
	Post-Secondary Education Preparation				
	Financial Literacy Education				
	Post-Secondary Education Supports (SRV 2aa)				
	College applications, text books, computers, etc.				
	Financial Aid Assistance (SRV 2bb)				
	Scholarships				
	Home Visits (SRV 2cc)				
	Home Visits				
	Income and Asset Building Services (SRV 3)				III.) Total Unduplicated Number Served (#)
	Training and Counseling Services (SRV 3a-g)				
	Financial Capability Skills Training				
	Financial Coaching/Counseling				
	Financial Management Programs (including budgeting, credit management, credit repair, credit counseling, etc.)				
	First-time Homebuyer Counseling				
	Foreclosure Prevention Counseling				
	Small Business Start-Up and Development Counseling Sessions/Classes				
	Benefit Coordination and Advocacy (SRV 3g-1)				
	Child Support Payments				
	Health Insurance				
	Social Security/SSI Payments				
	Veteran's Benefits				
	TANF Benefits				
	SNAP Benefits				
	Asset Building (SRV 3h-3)				
	Saving Accounts/IDAs and other asset building accounts				
	Other financial products (IRA accounts, MyRA, other retirement accounts, etc.)				
	VITA, EITC, or Other Tax Preparation programs				
	Loans And Grants (SRV 3p-q)				
	Micro-loans				
	Business incubator/business development loans				

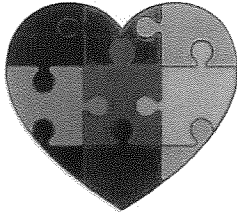
Housing Services (SRV 4a-f)		Total Unuplicated Number Served (H)	
Financial Capability Skill Training			
Financial Coaching/Counseling			
Rent Payments (includes Emergency Rent Payments)			
Deposit Payments			
Mortgage Payments (includes Emergency Mortgage Payments)			
Eviction Counseling			
Landlord/Tenant Mediations			
Landlord/Tenant Rights Education			
Utility Payments (LIHEAP-includes Emergency Utility Payments)			
Utility Deposits			
Utility Arrears Payments			
Level Billing Assistance			
Temporary Housing Placement (includes Emergency Shelters)			
Transitional Housing Placements			
Permanent Housing Placements			
Rental Counseling			
Home Repairs (e.g. structural, appliance, heating systems, etc.) (Including Emergency Home Repairs)			
Independent-living Home Improvements (e.g. ramps, tub and shower grab bars, handicap accessible modifications, etc.)			
Healthy Homes Services(e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc.)			
Energy Efficiency Improvements (e.g. insulation, air sealing, furnace repair, etc.)			
Health and Social/Behavioral Development Services (SRV 5)		Total Unuplicated Number Served (H)	
Health Services, Screening and Assessments (SRV 5a-k)			
Immunizations			
Physicals			
Developmental Delay Screening			
Vision Screening			
Prescription Payments			
Doctor Visit Payments			
Maternal/Child Health			
Nursing Care Sessions			
In-Home Affordable Seniors/Disabled Care Sessions (Nursing, Chores, Personal Care Services)			
Health Insurance Options Counseling			

D. Service Counts

Exhibit A-1

SRV 5k-o	Reproductive Health Services (SRV 5k-o)	
SRV 5k	Coaching Sessions	
SRV 5l	Family Planning Classes	
SRV 5m	Contraceptives	
SRV 5n	STI/HIV Prevention Counseling Sessions	
SRV 5o	STI/HIV Screenings	
SRV 5p-q	Wellness Education (SRV 5p-q)	
SRV 5p	Wellness Classes (stress reduction, medication management, mindfulness, etc.)	
SRV 5q	Exercise/Fitness	
SRV 5r-x	Mental/Behavioral Health (SRV 5r-x)	
SRV 5r	Detoxification Sessions	
SRV 5s	Substance Abuse Screenings	
SRV 5t	Substance Abuse Counseling	
SRV 5u	Mental Health Assessments	
SRV 5v	Mental Health Counseling	
SRV 5w	Crisis Response/Call-In Responses	
SRV 5x	Domestic Violence Programs	
SRV 5y-aa	Support Groups (SRV 5y-aa)	
SRV 5y	Substance Abuse Support Group Meetings	
SRV 5z	Domestic Violence Support Group Meetings	
SRV 5aa	Mental Health Support Group Meeting	
SRV 5bb-ee	Dental Services, Screenings and Exams (SRV 5bb-ee)	
SRV 5bb	Adult Dental Screening/Exams	
SRV 5cc	Adult Dental Services (including Emergency Dental Procedures)	
SRV 5dd	Child Dental Screenings/Exams	
SRV 5ee	Child Dental Services (including Emergency Dental Procedures)	
SRV 5ff-jj	Nutrition and Food/Meals (SRV 5ff-jj)	
SRV 5ff	Skills Classes (Gardening, Cooking, Nutrition)	
SRV 5gg	Community Gardening Activities	
SRV 5hh	Incentives (e.g. gift card for food preparation, rewards for participation, etc.)	
SRV 5i	Prepared Meals	
SRV 5jj	Food Distribution (Food Bags/Boxes, Food Share Program, Bags of Groceries)	
SRV 5kk-mm	Family Skills Development (SRV 5kk-mm)	
SRV 5kk	Family Mentoring Sessions	
SRV 5ll	Life Skills Coaching Sessions	
SRV 5mm	Parenting Classes	
SRV 5nn-oo	Emergency Hygiene Assistance (SRV 5nn-oo)	
SRV 5nn	Kits/boxes	
SRV 5oo	Hygiene Facility Utilizations (e.g. showers, toilets, sinks)	

SRV 6	Civic Engagement and Community Involvement Services (SRV 6)	II. Total Unemployed Number Served (E)	III. Total Unemployed Number Served (F)
SRV 6a-f	Civic Engagement and Community Involvement Services (SRV 6a-f)		
SRV 6a	Voter Education and Access		
SRV 6b	Leadership Training		
SRV 6c	Tri-partite Board Membership		
SRV 6d	Citizenship Classes		
SRV 6e	Getting Ahead Classes		
SRV 6f	Volunteer Training		
	Case Management		
	Eligibility Determinations		
	Referrals		
	Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair, including emergency services)		
	Child Care subsidies		
	Child Care payments		
	Day Centers		
	Birth Certificate		
	Social Security Card		
	Driver's License		
	Criminal Record Expungements		
	Immigration Support Services (relocation, food, clothing)		
	Legal Assistance		
	Emergency Clothing Assistance		
	Mediation/Customer Advocacy Interventions		



WHOLE PERSON CARE

M O N T E R E Y C O U N T Y

Physical Wellness • Behavioral Health • Social Services

**Authorization to Use, Disclose, or Exchange
Limited Personally Identifiable Information
Complete and sign both sides and FAX to (831) 796-8511**

By voluntarily completing this document I authorize the use, disclosure, and exchange of my limited PERSONALLY IDENTIFIABLE INFORMATION for the purpose of participating in services funded through the Monterey County Health Department Whole Person Care Pilot (WPC) Program.

I understand that participation is dependent on my authorization of the use, disclosure, or exchange of my **first and last name, birthdate, and Medi-Cal Number**, as is required by the Department of Health Care Services, which is the WPC program funder.

I understand that I will receive a copy of this authorization form.

Name of client: _____

Birth Date: _____ **Medi-Cal Number** _____

I hereby authorize Monterey County Whole Person Care Program to use, disclose, or exchange my legal name, birth date, and Medi-Cal number, as required by program funder, with the entities specifically named directly below:

- California Department of Health Care Services
- CHISPA Housing
- Housing Authority for Monterey County
- MidPen Housing
- Central California Center for Independent Living
- Chintown Health Engagement Center

Signature: _____ Date: _____
(client or legal representative)

Print Name: _____

If signed by a person other than the patient, indicate relationship: _____

Unless revoked sooner, this authorization expires one year from the date listed above.



EXHIBIT B

**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 Exhibits D-1 and D-2 and shall include an invoice number.

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 10. If the Final Invoice is not received by COUNTY by close of business on July 10, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.

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

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

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be

EXHIBIT B

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 A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

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

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

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

EXHIBIT B

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

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

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of

EXHIBIT B

clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

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

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

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

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

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (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

EXHIBIT B

regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413.**

- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR), Part 15 and 28 CFR Part 42;**
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code Section 4450;**
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be

EXHIBIT B

required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

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

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

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

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

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

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates _____ 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.

5.02 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

EXHIBIT B

appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within 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).

EXHIBIT B

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.

July 1, 2020- June 30, 2021

Agency Name Franciscan Workers of Junipero Serra

Expense Categories	Whole Person Care / GFC 7/1/2020 - 12/31/2020	HHAP 1/1/2021-6/30/2021	Total Budget
Community Based Case Mgmt PM/PM = \$308	\$ 277,500.00	\$ -	\$ 277,500.00
Maximum Member Months= 901	\$ -	\$ -	\$ -
Drop-in Center Expenses Jan-Jun 2021	\$ -	\$ -	\$ -
Personnel	\$ -	\$ 192,400.00	\$ 192,400.00
Benefits	\$ -	\$ 20,873.00	\$ 20,873.00
Liability Insurance	\$ -	\$ 12,766.00	\$ 12,766.00
Client Assistance	\$ -	\$ 1,000.00	\$ 1,000.00
Program Supplies	\$ -	\$ 5,000.00	\$ 5,000.00
Maintenance	\$ -	\$ 6,511.00	\$ 6,511.00
Property Taxes	\$ -	\$ 1,000.00	\$ 1,000.00
Computer Maintenance	\$ -	\$ 2,600.00	\$ 2,600.00
Utilities	\$ -	\$ 8,723.00	\$ 8,723.00
Mileage*	\$ -	\$ 1,400.00	\$ 1,400.00
Indirect Costs (max 10%)	\$ -	\$ 25,227.00	\$ 25,227.00
Program Total	\$ 277,500.00	\$ 277,500.00	\$ 555,000.00

Budget Narrative	Line Item narrative
Expense Category Community Based Case Mgmt PM/PM = \$308	Community Based Case Management for Housing Support services delivered at a rate of \$308 per member per month (PM/PM), at maximum 901 member months. Funds claimed to be applied towards operations of the Dorothy's Place Day Service Center for the following expenses: Personnel Wage, Personnel Benefits, Insurance, Program Supplies, Rental Equipment, Training & Travel*, Security, Building Maintenance, Consultant/Professional Services, Client Assistance, Dues, Memberships, & Subscriptions Licenses, Fees, & Permits, Indirect Costs (maximum 10%)
Maximum Member Months= 901	
Drop-in Center Expenses Jan-Jun 2021	
Personnel	Personnel wages: 4 FTE Social Worker I, \$18/hr, 40 hr/wk, 26 weeks, \$74,880; 3 FTE Community Health Worker I, \$16/hr for 40 hr/wk, 26 weeks, \$67,600; 1 FTE Community Health Worker II, \$17/hr for 40 hr/wk, 26 weeks, \$17,680; 1 PT Front Service Desk Asst, \$14.50/hr for 12 hr/wk, 26 weeks, \$4,740; and 1 Program director, exempt, \$55,000/yr, \$27,500
Benefits	Benefits: .0825 of wages + \$5,000 est. workers comp

July 1, 2020 - June 30, 2021

Exhibit C

Agency Name Franciscan Workers of Junipero Serra

Expense Categories	Whole Person Care / GFC 7/1/2020 - 12/31/2020	HHAP 1/1/2021-6/30/2021	Total Budget
Community Based Case Mgmt PM/PM = \$308	\$ 277,500.00	\$ 277,500.00	\$ 555,000.00
Maximum Member Months= 901	\$ -	\$ -	\$ 277,500.00
Drop-in Center Expenses Jan-Jun 2021	\$ -	\$ -	\$ -
Personnel	\$ -	\$ 192,400.00	\$ 192,400.00
Benefits	\$ -	\$ 20,873.00	\$ 20,873.00
Liability Insurance	\$ -	\$ 12,766.00	\$ 12,766.00
Client Assistance	\$ -	\$ 1,000.00	\$ 1,000.00
Program Supplies	\$ -	\$ 5,000.00	\$ 5,000.00
Maintenance	\$ -	\$ 6,511.00	\$ 6,511.00
Property Taxes	\$ -	\$ 1,000.00	\$ 1,000.00
Computer Maintenance	\$ -	\$ 2,600.00	\$ 2,600.00
Utilities	\$ -	\$ 8,723.00	\$ 8,723.00
Mileage*	\$ -	\$ 1,400.00	\$ 1,400.00
Indirect Costs (max 10%)	\$ -	\$ 25,227.00	\$ 25,227.00
Program Total	\$ 277,500.00	\$ 277,500.00	\$ 555,000.00

Budget Narrative	Line Item narrative
Expense Category Community Based Case Mgmt PM/PM = \$308	Community Based Case Management for Housing Support services delivered at a rate of \$308 per member per month (PMPM), at maximum 901 member months. Funds claimed to be applied towards operations of the Dorothy's Place Day Service Center for the following expenses: Personnel Wage, Personnel Benefits, Insurance, Program Supplies, Rental Equipment, Training & Travel*, Security, Building Maintenance, Consultant/Professional Services, Client Assistance, Dues, Memberships, & Subscriptions Licenses, Fees, & Permits, Indirect Costs (maximum 10%)
Maximum Member Months= 901	
Drop-in Center Expenses Jan-Jun 2021	
Personnel	Personnel wages: 4 FTE Social Worker I, \$18/hr, 40 hr/wk, 26 weeks, \$74,880; 3 FTE Community Health Worker I, \$16/hr for 40 hr/wk, 26 weeks, \$67,600; 1 FTE Community Health Worker II, \$17/hr for 40 hr/wk, 26 weeks, \$17,680; 1 PT Front Service Desk Asst, \$14.50/hr for 12 hr/wk, 26 weeks, \$4,740; and 1 Program director, exempt, \$55,000/yr, \$27,500
Benefits	Benefits: .0825 of wages + \$5,000 est. workers comp

Franciscan Workers of Junipero Serra
 Monterey County Department of Social Services
 July 1, 2020 - June 30, 2021

Invoice Month:

Expense Categories	Total Budget	Total Monthly Expenses	To Date Expenses	Balance Remaining
July-Dec 2020 Case Management for Housing Support	\$ -	\$ -	\$ -	\$ -
Jan-Jun 2021 Drop-in Center Expenses				
personnel	\$ 192,400.00	\$ -	\$ -	\$ 192,400.00
benefits	\$ 20,873.00	\$ -	\$ -	\$ 20,873.00
liability insurance	\$ 12,766.00	\$ -	\$ -	\$ 12,766.00
client assistance	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
program supplies	\$ 5,000.00	\$ -	\$ -	\$ 5,000.00
maintenance	\$ 6,511.00	\$ -	\$ -	\$ 6,511.00
property taxes	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
computer maintenance	\$ 2,600.00	\$ -	\$ -	\$ 2,600.00
utilities	\$ 8,723.00	\$ -	\$ -	\$ 8,723.00
Mileage	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00
Indirect costs (not to exceed 10% of costs)	\$ 25,227.00	\$ -	\$ -	\$ 25,227.00
Total	\$ 277,500.00	\$ -	\$ -	\$ 277,500.00
Total Budget Year to Date	\$ 277,500.00	\$ -	\$ -	\$ 277,500.00
Balance Remaining		\$ 277,500.00		

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date

Remit To:
 Franciscan Workers of Junipero Serra
 P.O. Box 2027 Salinas, CA 93902-2027

EXHIBIT E

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Franciscan Workers of Junipero Serra

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Daniel E. Griffie, President

303007233E144A6...
Authorized Signature

8/5/2020 | 9:50 AM PDT

Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County Please email CAPC@co.monterey.ca.us

EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY ; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to

EXHIBIT F

CONTRACTOR or is created or received by CONTRACTOR on COUNTY's behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health

EXHIBIT F

Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

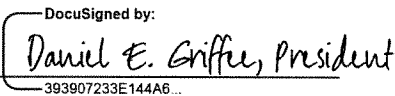
Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

EXHIBIT F

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR:

By:  DocuSigned by:
393907233E144A6...

Title:

Date: 8/5/2020 | 9:50 AM PDT

EXHIBIT G

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:
Daniel E. Griffie, President
393907233E144A6...

Signature _____ Title _____

8/5/2020 | 9:50 AM PDT

Agency/Organization _____ Date _____

**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

Franciscan Workers of Junipero Serra

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:
Daniel E. Griffe, President
393807233E144A6

Authorized Signature

8/5/2020 | 9:50 AM PDT

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call
1 (800) 510-2020

Page 1 of 3
Elder/Dependent Adult Abuse & Neglect Reporting Certification
5010-83

Agreement: 2020-2021

Exhibit H

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.