

COUNTY OF MONTEREY

Amendment #3 to Agreement #5010-158
Central Coast Center for Independent Living

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

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for the provision of program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program (HDAP) for a term of July 1, 2021 through June 30, 2022 with a total contract amount of \$185,042 (hereinafter, "Original Agreement").

WHEREAS, the parties amended the Agreement via Amendment #1 by extending the term of the contract to June 30, 2023, revising the scope of services, and adding \$1,067,281, for a new contract total of \$1,252,323.

WHEREAS, the parties amended the Agreement via Amendment #2 by revising the scope of services and adding \$199,899, which carried a dollar-for-dollar match requirement and required to be spent by June 30, 2022, for a new contract total of \$1,452,222.

WHEREAS, the parties wish to amend the Agreement via Amendment #3 to extend the term through **June 30, 2024**, **revise the scope of services** and **add \$1,036,507** for a new contract total of **\$2,488,729**.

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

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

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** shall be amended to the following "The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$2,488,729**"
2. **Section 3.0, Paragraph titled "TERM OF AGREEMENT"** shall be amended to the following "The term of this Agreement is from July 1, 2021 to **June 30, 2024**, unless sooner terminated pursuant to the terms of this Agreement.
3. **Exhibit AAAA-Scope of Services/Payment Provisions** reflects the extension of the contract term, the new contract total, expansion of the Target Population, and the addition of client targets for 23/24 fiscal year.
4. **Exhibit B-1** replaces Exhibit B and references the new **Exhibit AAAA and Exhibit CCCC**, and also includes new language required by the State on **pg. 6, Section 5.01 and Section 5.02**
5. **Exhibit CCCC, Budget** reflects the addition of the **\$1,036,507** for the new contract total of **\$2,488,729**.

- 6. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement, Amendment #1, and Amendment #2 shall remain unchanged and unaffected by this Amendment #3 and shall continue in full force and effect as set forth in the Original Agreement.
- 7. A copy of this Amendment #3 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY

By: _____
Lori A. Medina, Director, DSS

Date: _____

Approved as to Form

DocuSigned by:
By: AK
Deputy County Counsel

Date: 12/13/2022 | 5:51 PM PST

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
Auditor/Controller

Date: 12/14/2022 | 8:51 AM PST

CONTRACTOR

DocuSigned by:
By: Judy Cabrera
(Signature of, Owner, President, or Vice-President)

Name and Title
Date: 12/13/2022 | 5:03 PM PST

DocuSigned by:
By: Wesley Day
(Signature of, Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title
Date: 12/13/2022 | 5:05 PM PST

CENTRAL COAST CENTER FOR INDEPENDENT LIVING
July 1, 2021 – June 30, 2024
 HOUSING DISABILITY ADVOCACY PROGRAM (HDAP)

SCOPE OF SERVICES/PAYMENT PROVISIONS

- A. **TOTAL STATE FUNDING** **\$2,488,729**
- B. **CONTRACT TERM** July 1, 2021 – **June 30, 2024**
- C. **CONTACT INFORMATION**
- Fiscal Contact: Judy Cabrera
 Controller
 318 Cayuga St., Suite 208
 Salinas, CA 93901
 Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549
jcabrera@cccil.com
- Program Contact Judy Cabrera
 Executive Director
 318 Cayuga St., Suite 208
 Salinas, CA 93901
 Phone: (831) 757-2968 ext. 17 Fax: (831) 757-5549
jcabrera@cccil.com
- County Contract Manager: Travis Beye, Management Analyst
 Department of Social Services
 730 La Guardia Street
 Salinas, CA 93905
 (831) 883-7584 Fax: (831) 883-7563
beyet@co.monterey.ca.us
- Location of Services Central Coast Center for Independent Living
 318 Cayuga St., Ste. 208, Salinas, CA 93901
 Phone (831) 757-2968 Fax (831) 757-5549

D. **PURPOSE**

The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide housing search, placement support and rental subsidies for Housing and Disability Advocacy Program (HDAP) participants referred to CONTRACTOR by the Monterey County Department of Social Services (DSS).

E. **PROGRAM DESIGN**

CONTRACTOR will provide intensive case management, assessments, housing search, placement support, and rental subsidies to eligible HDAP clients referred by DSS.

CONTRACTOR shall provide two full-time Housing Specialist Case Managers to assist 49 clients to complete assessments, participate in the program, and place them in safe, clean, and affordable housing during the July 2021 to June 2022 fiscal year, **49** clients in the July 2022 to June 2023 fiscal year, **and 49 clients in the July 2023 to June 2024 fiscal year.**

- E.1. Target Population is adults, youth, or families who are experiencing homelessness, or are at risk of homelessness, and may be disabled, and are not receiving Social Security benefits or Cash Assistance Program for Immigrants (CAPI) and wish to file or have already filed for them.
- E.2. The targeted number of participants is forty-nine (49) for the 21/22 fiscal year, **forty-nine (49)** for the 22/23 fiscal year, **and forty-nine (49) for the 23/24 fiscal year.**
- F. PERFORMANCE GOALS
- F.1 75% of all referred clients are scheduled to attend an assessment appointment within five (5) working days of CONTRACTOR receiving the referral from the DSS or
- F.2 80% of COUNTY referred clients who successfully attend the assessment appointment are placed in safe clean, and affordable temporary shelter until permanently housed or the case is closed.
- F.3 50% of all clients who successfully attend the assessment and fully participate in the program's services are placed in safe, clean and affordable, permanent housing within ninety days (90) of their assessment appointment.
- G. CONTRACTOR RESPONSIBILITIES
- In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:
- G.1. Administration
- a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
 - b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
 - c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, Health Department and DSS staff to review active cases and ensure adequate program operations.
 - d. Participate in HDAP trainings/meetings required by CDSS.
 - e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.
 - f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
 - h. Provide matching funds, dollar-for-dollar, for a total amount of \$199,899 as per Exhibit CCC, which must be spent by June 30, 2022. Matching funds shall be disclosed within the Audit for Fiscal Year 2021/2022.
- G.2 Tracking and Reporting
- a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS on a monthly basis.

- b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10th day of the month following the month in which services were performed.
- c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
- d. Provide access to HDAP data collected within the Homeless Information Management System.

G.3. Referral and Assessment

- a. Accept client referrals provided by COUNTY and respond within three (3) business days using electronic mail confirming receipt of the referral, Case Manager assigned and the date the client is scheduled to attend an assessment or information that an attempt to reach the client has been made.
- b. Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY Program Contact as soon as information is available.
- c. Schedule newly referred clients to attend an assessment within five (5) days of receiving a client referral from COUNTY barring the client's availability.
- d. Ensure an assessment includes, but is not limited to:
 - i. A formal contact (in person, phone call, email or letter) with the client to schedule and confirm an appointment within three (3) days of receiving the referral from the COUNTY. The formal contact shall include a list of verification items the client is required to bring to the appointment.
 - ii. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the assessment.
 - iii. Complete initial screening using the Vulnerability Index-Service Prioritization Decision Assistance tool (VI-SPDAT) and communicate information to the Coalition of Homeless Services Providers. Enter information into the Homeless Management Information System (HMIS) for further evaluation and connection to additional services.
 - iii. An assessment of the housing needs of the client and finances available for housing costs. Refer client to General Assistance or CalWORKs, when appropriate.
 - iv. Development of a housing plan by the Housing Specialist to include where temporary shelter will be obtained, if needed, scheduled hours for weekly housing search, short-term and long-term housing goals, along with projected milestone dates for housing applications, interviews, tours and permanent housing placement.
 - v. Completion of applications for available local low-income housing and housing lists to include, but not limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound, and Sun Street Centers.
 - vi. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live.
 - vii. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize contracted housing related expenses to pay

- for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.
- viii. Inform clients that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client comply with and participate in his/her housing plan.
- ix. Support the client's goal of stability by encouraging the client to participate in cross-disability peer support, system advocacy, independent living skills training, personal assistance services, youth transition services and assistive technology services.

G.4 Housing Placement

- a. Reserve, pay for and place clients who have been referred to and attended the assessment, in safe, clean and affordable subsidized temporary shelter, if appropriate. The temporary shelter placement shall be reserved for an initial minimum of seven (7) days. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client is awarded Social Security benefits, or the client's case is closed, whichever occurs first. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.
- b. Identify, pay for and place clients who have been referred to and attended an assessment into safe, clean, affordable and desirable fully or partially subsidized permanent housing within ninety days (90) of completing the assessment. If permanent housing is not secured within ninety days (90), CONTRACTOR shall continue to provide services with explanation for delay and new expected permanent housing date with approval from COUNTY. CONTRACTOR shall ensure permanent housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- c. Permanent housing, and additional fees such as application fees, first/last month rent and security deposits shall be secured and paid for by CONTRACTOR continually and consecutively, as required, on a month-to-month basis. Permanent shelter payment shall be discontinued when the client can afford full monthly permanent housing costs, the client is awarded Social Security benefits, or the case is closed, whichever comes first.
- d. Record and report each client's assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued.
- e. Inform the COUNTY of cases being closed by clearly documenting the reasons for the closure. Ensure clients not participating are provided a minimum of three (3) opportunities to comply before the case is closed.

G.5 Program Staff

- a. **Housing Specialists**
 - i. Provide two (2) Housing Specialist/Case Managers at 1.0 FTE each to assist each referred client with temporary and permanent subsidized housing search and placement.
 - ii. Complete assessment as outlined in Section G.3 of this Exhibit.
 - iii. Ensure referral to General Assistance or CalWORKS is completed and client is completing the necessary steps to participate in the appropriate County program

- iv. Assist clients to transition into fully subsidized, or partially subsidized, housing based on the client's needs and budget.
- v. Identify and obtain subsidized temporary shelter, if needed, upon completion of an assessment.
- vi. Identify and obtain permanent housing for the client within ninety days (90) of completing the assessment provided the client is in compliance with the housing plan.
- vii. Provide a Weekly Housing Coordination Report detailing the progress each client has made toward obtaining subsidized temporary and permanent housing.
- viii. Provide basic housing search skills training and support to each referred client, work to identify potential barriers to housing interviews to include, but not be limited to, discussing evictions or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor and attitude.
- ix. Provide "Ready to Rent" curriculum instruction to clients to help them prepare for, locate, and sustain permanent housing.
- x. Develop a transition plan for housing support through other available resources within the local community.
- xi. Communication with the COUNTY SSI Advocacy Program to obtain updates on the client's Social Security claim status.
- xii. Participate in group meetings, which may include the COUNTY referred client, COUNTY staff, and Health Department staff.
- xiii. Collaborate with the County SSI Advocacy Program to identify those who may be denied benefits and begin seeking alternative housing options (e.g. permanent supportive housing, affordable housing through Federal vouchers).

H. COUNTY RESPONSIBILITIES

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

H.1. Administration

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate, at a minimum, within five (5) working days to:
 - i. Respond to any inquiries from CONTRACTOR regarding a referral or placement.
 - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- a. Be available for monthly meetings and as needed with CONTRACTOR.
- b. Ensure collaboration between SSI Advocacy Program and CONTRACTOR by reviewing processes, managing forms and updates policies and procedures.

H.2 Tracking and Reporting

- a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated reports.
- b. Report monthly to CDSS as required regarding HDAP expenditures and program participation.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.

- d. Monitor cases to ensure client's continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.
- e. Access the Homeless Information Management System (HMIS) in order to deliver required data elements to the California Department of Social Services.

I. DATA REPORTING INSTRUCTIONS AND SUBMISSION

- I.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, data elements required by the CDSS. Report structure will be determined by CONTRACTOR and COUNTY.
- I.2 Reports shall be submitted electronically to the Contract Monitor no later than the 10th day of the month following the month in which services are delivered.

J. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of Exhibit B of this Agreement, PAYMENT CONDITIONS.

- J.1 The maximum amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed **two-million, four-hundred eighty-eight thousand, seven-hundred twenty-nine dollars (\$2,488,729)** as detailed in **Exhibit CCCC, Budget**.

Per CDSS requirements, one hundred ninety-nine thousand, eight hundred ninety-nine dollars (\$199,899) of the funds carry a dollar-for-dollar match requirement that is the responsibility of CONTRACTOR, must be spent by June 30, 2022, and may only pay for services provided by CONTRACTOR during the period of July 1, 2021 through June 30, 2022.

- J.2 The COUNTY agrees to accept multiple invoices on the form set forth in Exhibit D, from the CONTRACTOR.
 - a. Invoices shall contain original signature of the person authorized to submit claims for payment;
 - b. Administrative Costs and matching funds shall be submitted monthly, by the 10th day of the following month in which services were performed.
 - c. Housing Financial Assistance shall be submitted bi-weekly (15th and 30th) of each month.
 - d. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

- J.3 CONTRACTOR shall mail all original signed invoices to:
 - Monterey County Department of Social Services
 - Attn. Travis Beye
 - 730 La Guardia Street
 - Salinas, CA 93905

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10, 2020. If the Final Invoice is not received by COUNTY by close of business on July 10, 2024. 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 CCCC**. Only the costs listed in **Exhibit CCCC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

1.05 Payment in Full:

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

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

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AAAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAAA**, 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-1

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

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

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

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

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

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and

complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

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

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

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

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

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

EXHIBIT B-1

- **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 Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

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

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

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

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

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

V. ADDITIONAL REQUIREMENTS

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

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

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or

- commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

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

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

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

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Judy Cabrera** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VII. APPEAL PROCESS

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

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

EXHIBIT CCCC

Organization Name: Central Coast Center for Independent Living (CCCIL)
 Funder Name: Monterey County HDAP
 Term: July 1, 2021 to June 30, 2024

| DESCRIPTION | Budget 7/1/21-6/30/22 | Budget Estimate 7/1/22-6/30/23 | Budget Estimate 7/1/23-6/30/24 | Total Budget 7/1/21-6/30/24 | FY 2021-22 Matching Funds |
|---|--------------------------|-----------------------------------|-----------------------------------|--------------------------------|------------------------------|
| General Office Supplies | \$ - | \$ 290.00 | | \$ 290.00 | |
| Travel/Mileage*/Per Diem | \$ 2,702.12 | \$ 640.00 | | \$ 3,342.12 | |
| Trainings/Meetings | \$ - | \$ 2,953.00 | | \$ 2,953.00 | |
| Occupancy/Rent | \$ 18,669.65 | \$ 2,829.00 | | \$ 21,498.65 | |
| Indirect Expenses | \$ 17,158.72 | \$ 10,044.00 | \$ 4,535.00 | \$ 31,737.72 | |
| TOTAL ADMIN | \$ 38,530.49 | \$ 16,756.00 | \$ 4,535.00 | \$ 59,821.49 | \$ - |
| Case Manager (100% FTE) | \$ 71,020.10 | \$ 23,907.00 | \$ 14,653.00 | \$ 109,580.10 | |
| Case Manager (100% FTE) | \$ - | \$ 41,665.00 | \$ 25,536.82 | \$ 67,201.82 | |
| TOTAL HOUSING RELATED CM | \$ 71,020.10 | \$ 65,572.00 | \$ 40,189.82 | \$ 176,781.92 | \$ - |
| Housing Financial Assistance | \$ 959,825.09 | \$ 821,890.00 | \$ 470,410.50 | \$ 2,252,125.59 | \$ 199,899.00 |
| TOTAL HOUSING FINANCIAL ASSISTANCE | \$ 959,825.09 | \$ 821,890.00 | \$ 470,410.50 | \$ 2,252,125.59 | \$ 199,899.00 |
| TOTAL | \$ 1,069,375.68 | \$ 904,218.00 | \$ 515,135.32 | \$ 2,488,729.00 | \$ 199,899.00 |

*CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.