

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:

Central Coast Center for Independent Living

(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: better access to information, services and supports for those needing long-term services and supports (LTSS). Includes enhanced information and assistance services to all ages, disabilities, and income levels.

2.0 PAYMENT PROVISIONS:

2.1 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: \$ **111,801.00**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2024 to June 30, 2025, 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 11(a) for list of Exhibits.

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.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

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 coverages, 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 the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 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.

15.0 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:	FOR CONTRACTOR:
Lori A. Medina, Director	Judy Cabrera, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas CA 93901	318 Cayuga St., Suite 208, Salinas, CA 93901
Address	Address
831-755-4430	831-757-2968
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **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.
- 16.04 **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.

- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.
- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.
- 16.14 **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.
- 16.15 **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.

- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY**CONTRACTOR**

By: Debra Wilson
DocuSigned by: 7B741037AA0D41B
 Contracts/Purchasing Officer
 Date: 5/29/2024 | 7:58 AM PDT

By: _____
 Department Head (if applicable)
 Date: _____

Approved as to Form
 County Counsel
 Susan K. Blicht, Acting County Counsel

By: Anne Brenton
DocuSigned by: A10001E6DE00100...
 County Counsel
 Date: 5/28/2024 | 1:05 PM PDT

Approved as to Fiscal Provisions
 By: Patricia Ruiz
DocuSigned by: E79EF64E57454F6A
 Auditor/Controller
 Date: 5/29/2024 | 7:23 AM PDT

Approved as to Liability Provisions
 Office of the County Counsel-Risk Management

By: _____
 David Bolton, Risk Manager
 Date: _____

Central Coast Center for Independent Living
 By: Judy Cabrera
DocuSigned by: 02A0B0200010400...
 (Signature of Chair, President, or Vice-President)
 Judith Cabrera, Executive Director
 Date: 5/21/2024 | 2:19 PM PDT

By: Wesley Haye
DocuSigned by: 002BAE34F4CA40F...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
 Wesley Haye, Secretary
 Date: 5/28/2024 | 12:35 PM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*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.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

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

LIST OF EXHIBITS

Central Coast Center for Independent Living

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D-1	Sample Invoice
Exhibit D-2	Equipment Acquisition Report
Exhibit D-3	Equipment Acquisition Guidelines
Exhibit D-4	Inventory Listing
Exhibit E	Elder/Dependent Adult Abuse & Neglect Reporting Certification
Exhibit F	Certification Regarding Lobbying
Exhibit G	Audit & Recovery
Exhibit H	HIPPA
Exhibit I	Child Abuse & Neglect Reporting

CENTRAL COAST CENTER FOR INDEPENDENT LIVING*July 1, 2024 – June 30, 2025***MONTEREY COUNTY AGING AND DISABILITY RESOURCE CONNECTION (MCADRC)****SCOPE OF SERVICES/PAYMENT PROVISIONS****\$111,801.00****I. CONTACT INFORMATION**

Fiscal and Program Contact:
(Disaster Preparedness
Coordinator) Judy Cabrera
Executive Director
318 Cayuga St., Suite 208
Salinas, CA 93901
Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549
jcabrera@cccil.com

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@countyofmonterey.gov

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

II. SUBAWARD INFORMATION

Sub-award: AD-2223-09-A2 State of California, Department of Aging (CDA)

CONTRACTOR UEI Number: PXU7BWE2H7B3

Federal Award Identification Number (FAIN): AD-2223-09-A2

Date County Awarded Funding: FY 24/25 ADRC allocation announced by CDA on 4/17/2024

CFDA Pass-through Information and Dollar Amount:

State of California, Department of Aging \$111,801

Federal Award Description:

Administration on Aging, Department of Health and Human Services

1. Designated ADRC Programs

Research and Development: no

Indirect Cost Rate: 10%

III. COMPLIANCE REQUIREMENTS

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

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

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

IV. SERVICES TO BE PROVIDED BY CONTRACTOR

A. PURPOSE

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

B. PROGRAM DESIGN

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

C. METHODS and SERVICES DEFINED - CONTRACTOR shall provide:

1. Enhanced Information & Assistance (I&A) **Definition:** Systematic process for information sharing, referral and assistance to meet the needs of individuals looking for long-term services and supports (LTSS) options; a system serving people of all ages, disabilities, and income levels with objective and unbiased information on the full range of LTSS options; and, when needed, assistance with referral and services connections, coordination, and service delivery.
2. Person Centered Options Counseling (PCOC) **Definition:** Interactive process where individuals receive guidance in their deliberations to make informed choices about LTSS. The process is directed by the individual and may include others that the person chooses. PCOC is made available to people of any age with any disability and to all older adults. In addition, PCOC is offered to caregivers to assist in determining their desire for caregiver support, e.g., communication strategies, ways to reduce caregiver stress, and the importance of individual self-determination.
3. Short Term Service Coordination (STSC) **Definition:** A component of PCOC. In general, appropriate candidates for STSC shall be consumers who urgently need help with one or multiple services and programs; and whose health and safety would be at risk; and who would likely

experience an emergency or be unnecessarily admitted to a nursing facility or hospital without STSC intervention. STSC serves as a bridge connecting a consumer with formal or informal LTSS. It can be provided at different junctures or settings, e.g., in the home or upon hospital discharge, or to assist individuals transitioning to the community.

4. Person Centered Transition Support Services (PCTS) **Definition:** An interactive, consumer-centered and established process for identifying and meeting support needs of individuals during times of transition from hospital-to-home; or from nursing facility-to-home. PCTS available to people of all ages, disabilities, and income levels that are determined to be in need of, and able to benefit from, PCTS. Using a person-centered approach, PCTS strives to assist the consumer in meeting their needs relative to living at home/in the community; therefore, enhancing consumer independence and limiting the number of unnecessary or premature readmits to the hospital or nursing facility. The PCTS process is directed by the consumer and may include others that the consumer chooses or those that are legally authorized to represent the individual.
5. Lead agency in the provision of services and supports for individuals with disabilities.
6. Serve as a consumer-directed resource for LTSS for people of all ages, disabilities, and income levels.
7. Promote and implement a “no wrong door” approach, making access to information and LTSS as seamless and easy as possible for consumers.
8. Bring existing resources together to provide objective information about the full range of options that are available and to empower consumers to make informed decisions about their LTSS.

D. PERFORMANCE GOALS

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

E. CONTRACTOR RESPONSIBILITIES

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

1. Administration:
 - a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
 - b. Monitor the program through established processes and in compliance with applicable city, county, state, and federal regulations.
 - c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, AAA/AAS staff and extended partners to review cases and ensure adequate program operations.
 - d. Participate in ADRC trainings/meetings required by CDA.
 - e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.

- f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
 - g. Work with COUNTY to develop written MCADRC program protocols and to update protocols and practices as needed.
2. Tracking and Reporting
- a. Work with COUNTY to determine data points and form to be used by CONTRACTOR to report needed information to COUNTY to report to California Department of Aging (CDA) on a monthly basis or as required.
 - b. Utilize the Capstone Database to enter in client assessments, follow-ups, and any other client-centered documentation, or utilize an alternative database to enter the above documentation that allows for collection and summarizing of data requested by CDA or COUNTY.
 - c. 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.
 - d. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
 - e. Complete reports or relevant portions of reports to CDA with all requested data and information as required an ADRC Core Partner within three (3) business days of receiving a request from the COUNTY or within the timeline established by the COUNTY for the request if longer than three (3) business days.
 - f. Respond to direct requests from CDA with the requested data or information within five (5) business days.
3. Enhanced Information, Referral and Assistance (IR&A)
- a. Utilize appropriate interview techniques as detailed in developed program protocols to triage, assess, educate, and serve individuals entering the MCADRC LTSS system.
 - b. Conduct a needs assessment for each caller within one (1) business day to determine which MCADRC partner is best able to serve the client based on the partners' identified areas of expertise.
 - c. Transfer callers to AAA/AAS with a "warm hand-off" when they express interest in accessing:
 - i. Psychosocial and community health care services, including in-home support services.
 - ii. Short-term community case management and care coordination related to county-operated programs (i.e. IHSS, APS or other information or referral requests).
 - iii. Assistance with other public benefits provided by the Department of Social Services.
 - iv. Assistance with transitions from hospital to home.
 - v. Other services or benefits specific to the older adult population.
 - d. Accept client referrals from the COUNTY and provide appropriate services/referrals for the following needs/services:
 - i. Peer advocacy to provide navigation of and support of accessing public and private benefits.
 - ii. Connection to assistive technology.
 - iii. Assessing community member eligibility for Department of Rehabilitation transition funds to assist people in transitioning from institutional settings.
 - iv. Accessibility and disability rights advocacy.
 - v. Housing assistance related to use of specialized funding for financial assistance, housing navigation and housing support services (i.e. Set Aside Vouchers, landlord negotiation).

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

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

- b. CONTRACTOR shall send clients an annual Satisfaction Survey form to be created by CONTRACTOR after the end of the calendar year to all clients who were served in the previous calendar year to assess client satisfaction with services, and to identify systemic needs and needed improvements.

9. Program Staff

- a. Information & Referral Assistant
 - i. Provide at least one (1) Information & Referral Assistant at up to 1.0 FTE to provide program services.
 - ii. Provide services as described in E.3, E.4, E.5, and E.6.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
- b. Person-Centered Transition Support Case Manager/Community Advocate
 - i. Provide at least one (1) Person-Centered Transition Support Case Manager/Community Advocate at up to 1.0 FTE to provide program services.
 - ii. Provide services as described in E.6.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
- c. Community Organizer/Special Projects Manager
 - i. Provide at least one (1) Community Organizer/Special Projects Manager at up to 1.0 FTE to provide oversight and supervision of ADRC operations.
 - ii. Provide oversight and supervision of services as described in E.2, E.3, E.4, E.5, and E.6 and coverage of aforementioned services as needed.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.
- d. Director of Programs
 - i. Provide one (1) Director of Programs at up to 0.25 FTE to provide administrative oversight and of ADRC operations.
 - ii. Provide services described in E.1 and administrative oversight of services as described in E.2, E.3, E.4, E.5, and E.6 and provide ADRC supervision coverage and/or coverage of ADRC services as needed.
 - iii. Participate in regular MDT meetings, which may include COUNTY staff and other extended partners.
 - iv. Prepare and send to COUNTY necessary data for regular required reports to CDA or as requested.

V. COUNTY RESPONSIBILITIES

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

1. Administration

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

VI. DATA REPORTING INSTRUCTIONS AND SUBMISSION

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

VII. EQUIPMENT

- A. CONTRACTOR must receive prior approval from COUNTY in writing for equipment purchases over \$5,000. In addition, any computing devices, regardless of cost, require justification and approval by COUNTY.
- B. Competitive quotations shall be solicited for Equipment purchases and COUNTY shall provide guidelines when quotes are required and how many quotes are required.
 - 1) Less than \$3,000 – One quote minimum is required.
 - 2) More than \$3,000 but less than \$15,000 – A minimum of two quotes is required.
 - 3) Greater than \$15,000 but less than \$50,000 – Three quotes are required.
- C. **Exhibit D-2**, Equipment Acquisition Report, shall accompany CONTRACTOR's invoice to COUNTY as appropriate.
- D. Prices may be obtained from competitive bids, catalogs, price lists, letter, telephone quotation, agreements, multi-user contact or verbally. The names of the businesses submitting quotations, date and amount of each quotation shall be recorded and maintained. The CONTRACTOR shall select the quote that is most advantageous to the CONTRACTOR and County. The action and results must be documented.
- E. Equipment must be received by June 30, 2025 and for expenses to be claimed against this Agreement. Any equipment or physical assets obtained by CONTRACTOR utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of COUNTY and tendered to the COUNTY upon termination of services by CONTRACTOR. Any equipment no

longer needed by CONTRACTOR must be tendered to the COUNTY. Equipment purchase guidelines are outlined in **Exhibit D-3**. A current Inventory Listing of all equipment shall be maintained and updated with each contract and amended contract as needed (**Exhibit D-4**).

VIII. INVOICE/PAYMENT PROVISIONS

- A. Claims for Payment shall be submitted monthly by the CONTRACTOR by the 10th day of the month for services rendered in the previous month. Claims shall be made in the format set forth in the Invoice Sample outlined in **Exhibit D-1**.
- B. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.
- C. COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B – DSS Additional Provisions** Section I, PAYMENT BY COUNTY.
- D. Ten percent (10%) of the maximum amount of grant funds may be drawn down per month. Amounts greater than 10% may be approved by the County Contract Manager.
- E. CONTRACTOR shall mail or email all original signed invoices to:
 Monterey County Department of Social Services
 Attn. Travis Beye
 730 La Guardia Street
 Salinas, CA 93905
beyet@countyofmonterey.gov

IX. PAYMENT SUMMARY

The maximum amount to be paid by County to CONTRACTOR for the period July 1, 2024 through June 30, 2025 shall not exceed **one hundred eleven thousand eight hundred one dollars (\$111,801)** per **Exhibit C - Budget**.

This Agreement is funded by the California Department of Aging (CDA). The terms and conditions of the CDA Agreement are incorporated herein by reference, and on file with the County's Department of Social Services. Upon request, County shall provide an electronic copy of the Agreements to CONTRACTOR.

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. 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.

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

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

1.05 Payment in Full:

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

EXHIBIT B

(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 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.

EXHIBIT B

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

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

III. CONFIDENTIALITY

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

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

IV. NON-DISCRIMINATION

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

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

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

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

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

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- **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.

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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.

EXHIBIT B

- 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.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VIII. APPEAL PROCESS

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

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

EXHIBIT B

fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

- b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

BUDGET

Central Coast Center for Independent Living MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

Contract Period: July 2024-June 2025

OPERATING EXPENSES	July 1, 2024-June 30, 2025
Salaries & Employee Benefits	
Information & Referral Assistant 0.50 FTE	\$ 21,450.00
Case Manager 0.50 FTE	\$ 19,500.00
Community Organizer (0.25)	\$ 12,950.00
Director of Programs (0.15)	\$ 12,800.00
Employee Benefits	\$ 24,500.00
Operating Expenses	
Office supplies	\$ 500.00
Travel	\$ 250.00
Training Meetings & Conferences	\$ 500.00
Transportation	\$ 500.00
Marketing & Outreach Materials	\$ -
Subscriptions & Dues	\$ -
Professional Services	\$ -
Rent/Occupancy	\$ 8,800.00
Transition Services	\$ 3,500.00
Indirect Expenses (10% Maximum)	\$ 6,551.00
Total Operating Expenses	\$ 111,801

INVOICE SAMPLE

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

Contract Period: July 1, 2024 - June 30, 2025**Month:** _____

Line Item Descriptions	BUDGET	Monthly Expense	Total Expense YTD	Remaining Balance
Salaries				
Information & Referral Assistant	\$ 21,450	\$ -	\$ -	\$ 21,450
Case Manager	\$ 19,500	\$ -	\$ -	\$ 19,500
Community Organizer	\$ 12,950	\$ -	\$ -	\$ 12,950
Director of Programs	\$ 12,800	\$ -	\$ -	\$ 12,800
Employee Benefits	\$ 24,500	\$ -	\$ -	\$ 24,500
Operating Expenses				
Office supplies	\$ 500	\$ -	\$ -	\$ 500
Travel	\$ 250	\$ -	\$ -	\$ 250
Traning Meeting & Conferences	\$ 500	\$ -	\$ -	\$ 500
Transportation	\$ 500	\$ -	\$ -	\$ 500
Marketing & Outreach Materials	\$ -	\$ -	\$ -	\$ -
Subscriptions & Dues	\$ -	\$ -	\$ -	\$ -
Professional Services	\$ -	\$ -	\$ -	\$ -
Rent/Occupancy	\$ 8,800	\$ -	\$ -	\$ 8,800
Transition Services	\$ 3,500	\$ -	\$ -	\$ 3,500
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Indirect Expenses (10% Maximum)	\$ 6,551	\$ -	\$ -	\$ 6,551
Total Operating Expenses	\$ 111,801	\$ -	\$ -	\$ 111,801

CERTIFICATION

	Title	Date
--	-------	------

Agency Signature

	Title	Date
--	-------	------

AAA Program Signature

EQUIPMENT ACQUISITION REPORT

EXHIBIT D-2

MONTEREY COUNTY AREA AGENCY on AGING, PSA 32

Reporting Agency: _____ Month Reported: _____

Name of Project: _____ Date Submitted: _____

Purchased or Received equipment using the following income sources:

_____ Grant Funds _____ Program Income _____ Cash Match _____ Cash Non-Match _____ In-Kind Match _____ In-Kind Non-Match _____

If purchased with Grant Funding, list type of funding: _____

Make	Model	Description	Serial Number	Purchase Date	Cost	New /Used	Location	For AAA Use: Inventory No.

Notes:

Preparer's Name :

Date Entered in AAA Database: _____

Preparer's Signature: _____

EQUIPMENT PURCHASES

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property meeting all of the following criteria are subject to the reporting requirements:
1. Has a normal useful life of at least 1 year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit)
 2. All computing devices, regardless of cost (including but not limited to workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.).
- Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- D. The Contractor shall submit the *Equipment Acquisition Report*, Exhibit D-3, with the Contractor's invoice to the County as appropriate. Equipment must be received by June 30 for expenses to be claimed against this agreement. Any equipment or physical assets obtained by Contractor utilizing funds pursuant to the terms of this Agreement shall be inventoried and considered the property of the County, and tendered to the County upon termination of services by Contractor.
- E. The Contractor shall keep track of property purchased with *AAA or Matching funds*, and submit to the County annually with the Closeout, a cumulative inventory of all property furnished or purchased by the Contractor with funds awarded under the terms of this Agreement or any predecessor agreement for the same purpose.
- F. Disposal of Property
1. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain

EXHIBIT D-3

approval from the County. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from the County. The Contractor shall e-mail to the County a request to dispose of equipment and a list of item(s). Once approval for disposal has been received from CDA, the County will notify the Contractor and the item(s) shall be removed from the Contractor's inventory report.

2. Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multifunction printers, and laptops.
- G. The Contractor shall investigate, the loss, damage, or theft of equipment, fully document and shall promptly notify the County.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from the County regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the County. The County reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the County for other purposes in this order:
1. For another CDA program providing the same or similar service
 2. For another CDA-funded program
- L. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the County. As a condition of the approval, the County may require reimbursement under this Agreement for its use.
- M. The Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- N. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.

AAA Funded Inventory - Items not disposed of by Provider

Provider: Central Coast Center for Independent Living

Date	Site	Item	Model	Ser#	PurchDate	Cost	N/U	FY	Fund Type	Tag#	Condition
------	------	------	-------	------	-----------	------	-----	----	-----------	------	-----------

None
Listed

ELDER/DEPENDENT ADULT ABUSE & NEGLECT REPORTING CERTIFICATION

Central Coast Center for Independent Living

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:

Judy Cabrera

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Authorized Signature

5/21/2024 | 2:19 PM PDT

Date

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

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.

CERTIFICATION REGARDING LOBBYING

Central Coast Center for Independent Living

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:

02A6B3208310468
Signature

Executive Direcgtor
Title

Central Coast Center for Independent Living
Agency/Organization

5/21/2024 | 2:19 PM PDT
Date

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit, or audit report, required herein no later than 120 days after the close of CONTRACTOR's Fiscal Year. If CONTRACTOR's fiscal records adhere to a Fiscal Year different from COUNTY's, then CONTRACTOR's audit will include a schedule(s) coinciding with COUNTY's Fiscal Year (July-June), or CONTRACTOR may submit a program specific audit coinciding with COUNTY's Fiscal Year (July-June).

In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY in order to grant the extension. The submittal of the audit will continue to be required and due **no later than six (6) months** after the close of CONTRACTOR's fiscal year-end.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. **The audit must identify all federal, state, County and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

-OR-

2) If CONTRACTOR is not required to have an annual independent audit conducted in accordance with **both** Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with COUNTY's request, **then** an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted *as long as the audit includes this grant/program as part of the testing*. **The audit must identify all federal, state, County and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

Exhibit G

COUNTY reserves the right to require a program specific audit at COUNTY's discretion.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Central Coast Center for Independent Living

DocuSigned by:

Judy Cabrera

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(signature of authorized representative)

5/21/2024 | 2:19 PM PDT

(date)

EXHIBIT H**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 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 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.

EXHIBIT H

- (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.

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.

EXHIBIT H

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: Central Coast Center for Independent Living

DocuSigned by:
By: Judy Cabrera
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Title: E

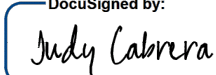
Date: 5/21/2024 | 2:19 PM PDT

CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

Central Coast Center for Independent Living

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:

02A6B3208310468...

Authorized Signature

5/21/2024 | 2:19 PM 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 (CAPC), 755-4737.



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to:

Ordinance No.: 5394

a. Adopt an ordinance of the County Code amending Paragraph F of Section 2.32.030 of the Monterey County Code to authorize the Purchasing Agent to engage independent contractors to perform services for the County and the offices thereof, with or without the furnishing of material, where the aggregate cost does not exceed \$200,000.

PASSED AND ADOPTED on this 13th day of December 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, 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 December 13, 2022.

Dated: December 15, 2022

File ID: 22-1151

Agenda Item No.: 39

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


Emmanuel H. Santos, Deputy