

**COUNTY OF MONTEREY**  
Amendment #1 to Agreement #510-420  
California State University Fresno Foundation

**This Amendment #1** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and California State University Fresno Foundation (hereinafter “CONTRACTOR”).

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement to provide of training, coaching, technical assistance and curriculum development to child welfare staff for the period of July 1, 2024 – June 30, 2025 for a contract total of \$207,301.00 (hereinafter “Original Agreement”)

**WHEREAS**, the parties wish to amend the Agreement via Amendment #1 to **add 144,142** and **revised** the scope of work with no change to the contract term **for a revised** contract total of **\$351,443.00**.

**AGREEMENT**

**Now Therefore**, the parties agree to amend the Agreement as follows:

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

1. **Section 1.0, “GENERAL DESCRIPTION” is amended to read as follows:**  
The county here engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement.
2. **Section 2.0, “PAYMENT PROVISIONS” is amended to read as follows:**  
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$351,443.00**.
3. **Exhibit AA** replaces Exhibit A reflects the **revised** scope of work and addition of **\$144,142** for a new contract total of **\$351,443**.
4. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA, Exhibit CC, and Exhibit DD**.
5. **Exhibit CC** replaces Exhibit C reflects the **addition of the \$144,142** and the new contract total of **\$351,443**.
6. **Exhibit DD** replaces Exhibit D is the revised invoice reflecting the **additional \$144,142** for a new contract total of **\$351,443**.
7. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement.
8. A copy of this Amendment #1 shall be attached to the Original Agreement.



**COUNTY OF MONTEREY**  
**DEPARTMENT OF SOCIAL SERVICES**  
 and  
**CALIFORNIA STATE UNIVERSITY, FRESNO, FOUNDATION**  
**CENTRAL CALIFORNIA TRAINING ACADEMY - BAY AREA ACADEMY**

July 1, 2024 THROUGH June 30, 2025

**Scope of Work**

**A. CONTRACT ADMINSTRATORS**

Eva Ortiz, Deputy Director DSS, Family & Children’s Services 1000 S. Main Street, Suite 111 Salinas, CA 93901 Phone: 831-755-4470 FAX: 831-755-4600  Edward Juarez-Lefevre, MAIII DSS, Family & Children’s Services 1000 S. Main Street, Suite 206 Phone: 831-795-3525 <a href="mailto:Juarez-LefevreE@co.monterey.ca.us">Juarez-LefevreE@co.monterey.ca.us</a>	Name: Judy Gagnebin Title: Grant and Research Administrator Address: 5241 N. Maple Ave., M/S TA53 Fresno, CA 93740 Frank W. Thomas Building, Room 126 Tel: 559-278-0863 Email: <a href="mailto:JGagnebin@mail.fresnostate.edu">JGagnebin@mail.fresnostate.edu</a>
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**B. SUBAWARD INFORMATION**

SUBAWARD: *California Department of Health and Human Services:*  
 CONTRACTOR UEI: CJSRSPWTJUH7  
 Federal Award Identification Number (FAIN):  
 Date County Awarded Funding:  
 CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT:  
 Federal Award Description: *Administration for Children and Families,*  
*Department of Health and Human Services*  
 Research and Development: *No*  
 Indirect Cost Rate: *8%*

**C. PROGRAM DESCRIPTION**

California State University, Fresno, Foundation, an auxiliary unit of California State University, Fresno (hereinafter Contractor), through the Central California Training Academy- Bay Area Academy (CCTA-BAA), will provide to Monterey County Child

Welfare Services Agency (hereinafter County) with intermediary organization support to County practice improvement implementation projects, including technical assistance, curriculum development, classroom training, field based training, coaching for new and veteran child welfare staff at all levels, and others as specified by County. All services will be designed to increase staff competencies and agency processes that demonstrate the behaviors and values of the California Core Practice Model for Child Welfare, for example, engagement with stakeholders to co-create goals and plans, leadership and team structures, workforce development systems, quality and outcome monitoring, and messaging capacities. Contractor will provide forgone match to the County to offset the County contribution to draw down eligible federal Title IV-E funds to support this program. The total cost of the services provided under this Agreement per year is **\$351,443**. The maximum amount of compensation to be paid by the County shall not exceed **\$351,443** for the term of the contract, which represents a reimbursement to Contractor.

**Duration**

The anticipated dates of service will be from July 1, 2024 through June 30, 2025. The Contractor shall submit invoices to the County as indicated in Exhibit B. Additional Provisions.

**Monterey County Family and Children Services (FCS) primary goals**

Contractor will support and enhance Monterey County FCS program initiatives, as well as provide training for the CDSS mandated training hours for Child Welfare social workers and Child Welfare supervisors.

The Contractor will further provide advanced specialized child welfare classroom training, field-based training, coaching and technical assistance to enhance FCS capacity to implement the Integrated Core Practice Model and meet statewide training requirements for child welfare social workers. Services will increase FCS staff knowledge and skills in public child welfare best practices with a focus on engagement, safety, permanency, and transfer of learning.

Contractor Services will include, but are not limited to services which address:

- Strengthening supervisor, manager, analyst and director skills for practice and policy enhancement
- Improving social worker, supervisor, and leadership skills in their ability to engage families and youth
- Safety Organized Practice and Structured Decision Making
- Cultural Humility
- Trauma-Informed Care
- Child and Family Teaming
- Child and Adolescent Needs and Strengths (CANS)
- Other identified technical assistance, training and field-based training/coaching as it pertains to the County System Improvement Plan and related workforce development goals.

This training and other services will be in addition to, and not in place of, the training

already offered by the CCTA-BAA contract with the State of California.

## 1. CONTRACTOR RESPONSIBILITIES

### A. Communication

- i. Assign Bay Area Academy staff to be liaison between CSU Fresno Foundation/Bay Area Academy and County Staff Development.
- ii. Responsive communication to include response to phone calls as soon as possible within 24 hours, and emails within three business days.

### B. Consultation to Support Ongoing County Implementation Capacity

- i. In partnership with county liaison, develop and consult on services, which may include support with:
  - a) Clarifying improvement vision and goals, informed by the statewide Practice Improvement Plan and County System Improvement Plan.
  - b) Assessing for competency, procedure, leadership development, data-collection and -analysis needs and collaborative identification of services to meet those needs.
  - c) Evaluating facilitating factors and potential barriers to priority improvements.
  - d) Creating action plans to support exploration, installation, initial implementation and sustainability of improvements.
  - e) Development of implementation teams.
  - f) Installation and maintenance of effective feedback loops between staff at all levels, implementation teams, contractors and stakeholders such that feedback can inform regular adaptations to plans.
  - g) Consulting with implementation teams or management teams on the above.
  - h) Identifying key stakeholders and methods for engagement in assessment and planning.

### C. Service Development, Planning and Delivery:

- i. In partnership with county liaison, develop and coordinate workforce development services, to include:
  - a) Developing an annual service plan.
  - b) Scheduling and participating in relevant conference calls and meetings as requested by the county.
  - c) Identifying, contracting and scheduling subject matter experts/trainers to deliver services identified below.
  - d) Developing, adapting and distributing curricula, job aids, messaging and implementation support tools as needed.
  - e) Advertising events, which may include stakeholder engagement, leadership development, other types of technical assistance, training, coaching.
  - f) Registering participants for up to **66** days of training/field-based training/technical assistance.

### D. Training Day Support

- i. Support to trainer and trainees, including logging into Learning Management System and other virtual platforms, and access to virtual materials
  - ii. Coverage when prioritized for a specific service, arriving not less than 45 minutes prior to training start time when services are delivered in-person, and 30 minutes prior when delivered virtually
  - iii. Training, coaching, technical assistance, curriculum and job/implementation aids evaluation
  - iv. Refreshments as requested by County
- E. Field-Based Training/Coaching/Technical Assistance Support
- i. Develop and utilize calendaring system to schedule coach/consultant with participants
  - ii. Develop communication methods to ensure county liaison and participants are informed of the purpose of events and services and timing of events.
  - iii. Coordinate with Trainer/Coach/TA provider prior to and after service delivery.
  - iv. Locate and develop/revise job aids and implementation support tools as identified by County.
- F. Deliverables
- i. **Sixty Six (66)** days of classroom/field-based/coaching/technical assistance days
  - ii. Curriculum Development budget is **\$10,000**
  - iii. All-Staff Training budget is **\$10,000** for one full day or two partial days
  - iv. Conduct training needs assessment in order to identify service and practice needs for the development of an annual training plan
- G. LCSW Clinical Supervision
- i. **Monterey County seeks to enhance staff development and retention by providing Group Supervision for qualifying social workers pursuing licensure in clinical social work. BAA will identify a Board of Behavioral Sciences (BBS) approved Clinical Supervisor to provide education, supervision and guidance regarding the theoretical principles, practices and techniques related to clinical interventions and the explanation and modeling of approved clinical methods utilized with a professional helping relationship for the purpose of preparing Social Workers with an ASW for licensure as a Licensed Clinical Social Worker. The Clinical Supervisor will conduct individual or group supervision for the fiscal year for a total of up to 14.27 days. This deliverable will be supported through general funds and will not be matched by IVE dollars.**

## 2. MONTEREY COUNTY AGENCY RESPONSIBILITIES

### A. Communication

- i. Ensure BAA Workforce Development Specialist (WDS) knows appropriate county staff for coordination and planning. Appropriate staff will notify BAA Workforce Development Specialist of extended absences and identify back-up staff to continue coordination and planning during such absences.
  - ii. Responsive communication to include response to phone calls as soon as possible within 24 hours, and emails within three business days.
- B. County will work in collaboration with BAA WDS to ensure appropriate documentation of training topics, dates of delivery of training(s) or all staff event(s), location of trainings, in-person or virtual special needs/requests, preferred trainer(s) -if known, AV requirements are needed, provide estimated number of participants and type (Child Welfare Workers, Supervisors, Managers, etc.) when known. and review at the monthly planning meetings. BAA WDS will input and maintain shared planning spreadsheet.
- C. In partnership with BAA WDS, adhere to BAA training requests and delivery timelines - by the 15<sup>th</sup> of the month, 6-10 weeks prior to a training/event delivery date. For example, for a training/event to take place between August 1 through August 30<sup>th</sup>, all details for the training/event need to be finalized by June 15 so that BAA can plan, coordinate, create flyer, collect and input registration, assign TA support, order supplies, prepare curricula, and execute a successful training/event.
- D. Collaborate with Contractor to determine priorities and sequencing for training, field-based training, coaching, technical assistance, and curriculum development, as well as how these services integrate into implementation of specific County goals
- E. Reserve training sties that are free to Family and Children Services
- F. Bear ultimate responsibility for staff participation and attendance including ensuring that the specified number of unduplicated participants register and attend training and field-based training
- G. If registered participants fail to attend without notification to BAA a minimum of 48 hours prior to scheduled services, the County will cover the costs of services notwithstanding whether or not they are delivered
- H. Provide information about community-based agency staff, resource families. and other providers who will participate in joint training sessions
- I. Determine the number and assignment of slots available for joint training sessions provided by the program and assure the Title IV-E eligibility of community agency staff that attends training
- J. Determine which training sessions are mandatory and identify the respective participant populations
- K. Notify Contractor to open registration to neighboring counties for trainings with low enrollment

- L. Determine, in consultation with Contractor, whether a training session shall be rescheduled due to lack of enrollment or other need to reschedule (i.e., weather, illness of trainer etc.)
- M. Arrange for management participation in the training advisory meetings and identified training events as needed
- N. Coordinate with Contractor so that contract trainings complement and do not conflict with other Family and Children Services training events

### 3. TRAINING/TRAVEL

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](http://www.irs.gov).

### 4. METHOD, TIME AND SCHEDULE CONDITIONS OF PAYMENT

- A. Total payment under this Agreement shall not exceed **\$351,443**.
- B. Contractor will be paid a per day cost for each unit of service delivered or fraction thereof. Service definitions are as follows
  - i. Full day of classroom training is 6 hours
  - ii. Field-based/training/coaching/technical assistance services are billed hourly and prorated on a 6-hour day
  - iii. Billing for services delivered is based on contact hours defined as trainer/coach direct contact with county staff, in person, by web application, phone, or by email that includes researched information or coaching-type feedback. This includes planning time with trainer/coach and county liaison
  - iv. All training, field-based training, coaching, and technical assistance services identified in Exhibit A below can be used interchangeably
  - v. Curriculum development will be billed at \$150 per hour, not exceeding budgeted amount.
  - vi. All-staff training events will be billed for actual costs not exceeding budgeted amount
- C. The Contractor shall submit invoices no later than the 10th of the month for expenses incurred in the previous month in the form set forth in **Exhibit DD** according to the **Exhibit BB** of this agreement.
- D. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **three hundred fifty one thousand, four hundred forty four dollars (\$351,443)** per **Exhibit CC, Budget**.



**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) 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 DD**.

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

**1.03 Allowable Costs:**

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

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.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](http://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.

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

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

## II. PERFORMANCE STANDARDS & COMPLIANCE

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

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

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

### **2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- 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**.

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

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

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

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

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

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

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

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

## V. ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

## VI. CONTRACT ADMINISTRATORS

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

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

## VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

## VIII. APPEAL PROCESS

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

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



CALIFORNIA STATE UNIVERSITY, FRESNO, FOUNDATION  
 CENTRAL CALIFORNIA TRAINING ACADEMY - BAY AREA ACADEMY  
 July 1, 2024 THROUGH June 30, 2025

**BUDGET**

<b>Deliverable</b>	<b>Daily Rate</b>	<b>Number of Days</b>	<b>Amendment #1</b>	<b>Total Amount</b>
Sixty-six (66) classroom/field-based training/coaching/technical assistance days	\$ 4,195	39	<b>66</b>	<b>\$ 276,870</b>
LCSW Clinical Supervision	\$2,000	9.17	<b>14.27</b>	<b>\$28,540</b>
Curriculum Development	\$5,000		<b>\$5,000</b>	<b>\$10,000</b>
All Staff Training	\$5,000		<b>\$5,000</b>	<b>\$10,000</b>
<b>Total Direct Service</b>				<b>\$ 325,410</b>
Indirect @ 8%				<b>\$26,033</b>
<b>Total Costs</b>				<b>\$ 351,443</b>
CSU Fresno Foregone (11%) Match Contribution				<b>\$35,795</b>

- Payment will be provided as specified in Exhibit A.
- Field Based Training days will be prorated based on the number of contact hours.
- Full day of classroom training is 6 hours.
- Field based training/Coaching day consists of 6 contact hours, which can occur over multiple days.

*Federal CFDA #93.658*

*Program Title: Foster Care – Title IV-E*

*Federal Grantor: Administration for Children and Families, Department of Health and Human Services*

*State Pass-Through: California Department of Social Services*

California State University, Fresno Foundation  
 Central California Training Academy - Bay Area Academy  
 July 1, 2024 - June 30, 2025

**MONTHLY REPORT OF EXPENDITURES**

Remit to: CSU Fresno - BAA  
 4901 N. Chestnut  
 Fresno, CA 93726

Name of Agency: CSU Fresno - BAA

Invoice Number: \_\_\_\_\_

Month/Year: \_\_\_\_\_

Deliverables	TOTAL CONTRACT FUNDS	NUMBER OF SERVICE UNITS (Day)	MONTHLY EXPENSE	NUMBER OF SERVICE UNITS USED	YTD EXPENSE	BALANCE CONTRACT
Amount (66) classroom/field-based training/coaching/technical assistance	\$276,870.00	66				
Curriculum Development	\$10,000.00					
LCSW Clinical Supervision	\$28,540.00	14.27				
All Staff Training	\$10,000.00					
Total Direct Services	\$325,410.00					
Indirect @ 8%	\$26,033.00					
<b>TOTAL</b>	<b>\$351,443</b>					
CSU Fresno Foundation Forgone (11%)	\$35,795					

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

Person completing form: \_\_\_\_\_

Authorized signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Phone no.: ( \_\_\_\_\_ ) \_\_\_\_\_

Monterey County DSS Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_