



Monterey County Board of Supervisors

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

Board Order

Agreement No. A-13212, Amendment No. 2

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Jane Parker to:

- a. Approve and authorize the Acting Director of the Department of Social Services to sign Amendment #2 to Agreement A-13212 with Action Council of Monterey County adding \$320,038 to increase the contract total to \$2,220,311 to provide services and supports to those participating in Wraparound Monterey County through their developed service provider and extending the contract term for six additional months for a revised contract term of July 1, 2016 through December 31, 2019; and b. Authorize the Acting Director or the Director of the Department of Social Services to sign up to three (3) additional amendments to this Agreement where the total amendments do not exceed 10% (\$222,031) of the current amended contract amount, and do not significantly change the scope of work.

PASSED AND ADOPTED on this 11th day of June 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Lopez, Parker and Adams

NOES: None

ABSENT: Supervisor Phillips

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 11, 2019.

Dated: June 11, 2019
File ID: A 19-183
Agenda Item No.: 40

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

Valerie Ralph, Clerk of the Board

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT # 2 to AGREEMENT # A-13212 ACTION Council of Monterey County

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and ACTION Council of Monterey County (hereinafter, "CONTRACTOR").

WHEREAS, This Amendment modifies the agreement for the provision of administrative services for Wraparound Monterey County between the parties executed on July 15, 2016 and amended on February 12, 2018 (hereinafter, "Original Agreement").

WHEREAS, the County and CONTRACTOR wish to amend the Original Agreement by adding \$320,038 increasing the contract total to \$2,220,311 and extending the term through December 31, 2019 to support the increased need for complex and intensive services and supports for children and youth within Wraparound Monterey County.

NOW THEREFORE, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
 - 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAA**, in conformity with the terms of this Agreement. The services are generally described as follows: Provide administrative services as the Wraparound Administrative Services Agent for Wraparound Monterey County.

2. Section 2.0 PAYMENT PROVISIONS of the Original Agreement is amended to read as follows:
 - 2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, 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 **\$2,220,311.00**.

3. Section 3.0 TERM OF AGREEMENT of the Original Agreement is amended to read as follows:
 - 3.01 The term of this Agreement is from July 1, 2016 to **December 31, 2019**, 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 the 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. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:
- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
- | | |
|--------------------|---|
| Exhibit AAA | Scope of Services/Payment Provisions |
| Exhibit B | DSS Additional Provisions |
| Exhibit CCC | Program Budget |
| Exhibit D-1 | Invoice FY16-17 |
| Exhibit DD-2 | Invoice FY17-18 |
| Exhibit D-3 | Invoice FY18-19 |
| Exhibit D-4 | Invoice July 1-December 31, 2019 |
| Exhibit E | Child Abuse Reporting Certification |
| Exhibit F | HIPAA Certification |
| Exhibit G | Lobbying Certification |
| Exhibit HH | Audit Requirements |
| Exhibit H-1 | Schedule of County Programs |
5. Sections 1.01, 1.03 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:
- 1.01 Monthly Claims 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. The invoice shall be submitted in the form set forth in Exhibits D-1, DD-2, D-3, and D-4.
- 1.03 Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit CCC**. Only the costs listed in **Exhibit CCC** 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.
- 2.01 Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibit AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA** 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.
6. Exhibits AA, CC, and H of the Original Agreement are rescinded, and replaced by **Exhibits AAA, CCC, and HH. Exhibits H-1 and D-4 are incorporated as part of this Agreement.**

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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

COUNTY OF MONTEREY:

By: 
Henry Espinosa
Acting Director, DSS

Date: 6/19/19

CONTRACTOR:

ACTION Council of Monterey County

By: 
Larry Imwalle, Executive Director

Larry Imwalle, Executive Director
(Print Name & Title)

Date: 5/17/19

Approved as to Form:


Deputy County Counsel

Date: 5-23-19

By: 
(Secretary, CFO, Treasurer)

Mars Lang, Treasurer
(Print Name and Title)

Date: 5/21/2019

Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 5-21-19

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
& ACTION COUNCIL OF MONTEREY COUNTY**

WRAPAROUND ADMINISTRATIVE SERVICES FUNCTION
July 1, 2016 – December 31, 2019

Scope of Services/Payment Provisions

I. CONTACTS

Contract Administrators:

<i>County</i>	<i>Contractor</i>
Virginia R. Pierce, Management Analyst III DSS, Family & Children’s Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-759-6768 FAX: 831-755-4600 piercevr@co.monterey.ca.us	Larry Imwalle, Executive Director 295 Main Street, Suite 300 Salinas, CA 93901 Tel: 831-783-1244 FAX: 831-783-1276 larry@actioncouncil.org

II. PURPOSE

The purpose of this agreement is to outline the roles, responsibilities and expectations for the Wraparound Administrative Services Agent (WASA) for Wraparound Monterey County. The Wraparound Administrative Service Agent (WASA) is an administrative agent for Wraparound Monterey County. The WASA is responsible for providing key administrative functions of local Wraparound and intensive individualized service and support capacity for identified Monterey County families, children and youth. The WASA is the bridge between the County and community working closely with all stakeholders involved in Wraparound and the development of intensive individualized supports with the passage of the Continuum of Care Reform (CCR)-AB403. This includes Wraparound families, high-risk dependent youth, County agencies, Wraparound Care Coordinator Agencies (CCAs), and Wraparound Service Provider (WSP) organizations.

The WASA assists with development of individualized services and supports for high-need dependent youth and their families. They provide timeliness of enrollment and assignment of new service providers into the WASA while continuing in the development of an individualized comprehensive service provider network that reflects both traditional and nontraditional services. The WASA also plays a critical role in supporting the development of thorough, strength-based, individual Wraparound family plans and needed interventions. The WASA acts as the fiscal administrator for the traditional and non-traditional Service Providers within Wraparound Monterey County and not covered by MediCal or other fiscal resources. The WASA provides timely and efficient payments to WSP as required. The WASA also acts in a quality assurance function for the overall Wraparound process along with providing quality assurance to the services available through the service provider network. This includes, but is not limited to,

participation in Wraparound Monterey County Leadership Team, and may act as a lead trainer or technical expert for Wraparound as it relates to all areas of service, support, development and provision within the County. WASA participates in the Contract Oversight Team for the Care Coordinating Agency and is responsible for the data input, accuracy and analysis as it relates to all aspects of Wraparound service provision.

III. CONTRACTOR RESPONSIBILITIES

A. Regarding Service Provider engagement, enrollment and oversight the CONTRACTOR shall:

In partnership with the County and in response to the CCR complete a service provision needs analysis and assessment to best identify where there are gaps as well as an abundance of service providers within the Service Provider Network and use this data when developing the Service Provider Network in the contract year.

Recruit, train and maintain a minimum of 80 formal Service Providers based on this analysis, continuing to identify individuals, providers and vendors that assure a well-balanced range of community service and support options available for families enrolled in Wraparound Monterey County or identified by the County to be in need a specific high-end service. Service options will include, but are not limited to, the following services grouped by various domains:

- 1) Safety/Emergency
 - a. To include partnering with other interested parties in the development and implementation of a safety plan for families in Wraparound as well as partnering with the COUNTY on an individualized non-Wraparound plan to meet the urgent needs of a dependent youth.
 - b. To include partnership with a local provider of Domestic Violence (DV) services and supports in the provision of non-Medical billable group DV education and supports.
- 2) A Place to Live
 - a. To include providers with the ability to support families in securing adequate affordable housing (credit counseling, home repairs etc.).
 - b. To include partnering in the creation and/or support of safe living options and arrangements on an individualized Family basis as defined within the Family Plan.
- 3) Feelings/Behavior/Relationships
 - a. To include five (5) Peer to Peer Mentors for youth identified who would benefit from Mentors and to include oversight of these Peer to Peer Mentors.
 - b. To include not less than three (3) individual and agency agreements for the provision of therapeutic services including, but not limited to, individual therapy, group therapy, family therapy and various psychosocial assessments.
 - c. To include collaboration with the Monterey County Leadership Team in obtaining and supporting two consistent parent partner representatives to participate in the Wraparound Monterey County Leadership Team as well as act as providers on the Service Provider Network, as appropriate.

- 4) Education
 - a. To include a minimum of two (2) resources that specialize in meeting the educational needs of Severely Emotionally Disturbed youth.
 - b. To include a minimum of two (2) resources that specialize in navigation of the Individualized Educational Plan (IEP) system.
 - c. To include tutoring resources and supports to the identified youth as well as other family members in the home.
- 5) Communication
 - a. To include innovative and individualized service provision that addresses supporting healthy communication for the families and teams.
- 6) Medical & Health
 - a. To include a minimum of one (1) resource that can provide non-MediCal covered services for families such as orthodontics, wellness classes, nutrition counseling, etc.
- 7) Respite
 - a. To include a minimum of ten (10) respite providers.
- 8) Employment
 - a. To include supports to families that encourage obtaining and maintaining employment; volunteering, including, but not limited to, 1:1 job coaching, job shadowing, resume writing, or other employment-related services identified by the family.
- 9) Cultural
 - a. To ensure that the CONTRACTOR hires culturally diverse, sensitive and competent Service Providers within the Service Provider Network.
- 10) Recreation/Social/Fun
 - a. To engage a variety of Service Providers for individual and group social and recreational activities as identified.
- 11) Permanency/Family/Legal
 - a. To include a minimum of two (2) service providers to perform case mining and family finding to promote healthy permanent connections.
 - b. To include a minimum of one (1) attorney or paralegal able to perform guardianship paperwork for non-dependent youth as needed.
- 12) Financial
 - a. To obtain one or more credit counseling service providers within the Service Provider Network.
 - b. To provide a quick and efficient process for supporting any unique fiscal supports the family team identifies that cannot be supported via other means.
- 13) Transportation
 - a. To provide monthly bus passes or gas vouchers to the family as identified by the family team as an ongoing need, and more than just a one-time need.
 - b. To provide supports for car repairs, as needed, for the family when identified by the family team.

- 14) Other
 - a. To provide other unique services identified by the family and the Wraparound Monterey County Leadership Team as the program evolves and grows within Monterey County.
 - b. To maintain the Service Provider portion of the database to be used in Wraparound Monterey County.
 - c. To provide individualized services and supports to high-need Monterey County Dependents, who may not be receiving Wraparound Monterey County services, yet these services and supports are needed to respond to the best practices as outlined through CCR.

B. Regarding enrolling, training, communication and support of formal Service Provision, CONTRACTOR agrees to:

- 1) When requested by the COUNTY, provide outreach, training and technical support to interdepartmental groups.
- 2) Provide ongoing 1:1 technical assistance, consultation, service and support to individuals, agencies and groups enrolled in the Service Provider Network.
- 3) Implement a family team rating procedure that assesses provider follow-through and efficiency, and maintain a database with this information.
- 4) Complete individual phone interviews with a minimum of 10% per month of Wraparound families who are receiving formal Wraparound Service provision through the Service Provider Network.
- 5) Host bi-annual provider network trainings on topics identified in partnership with the Wraparound Monterey County Leadership Team.
- 6) Conduct a collaborative oversight and supervision protocol for all active individuals and agencies within the Service Provider Network.
- 7) Act as a participant and leader within the Wraparound Monterey County Training Team as appropriate.
- 8) Act as one of the lead trainers for the Care Coordinator's orientation into Wraparound Monterey County.
- 9) Provide new Service Provider orientation, in partnership with Hartnell Community College, within 30 days of signing up as a new Service Provider.
- 10) Maintain timely and accurate program service and fiscal data in ETO. Review program data on a regular basis to help identify gaps in services, trends in service delivery, and overall outcomes for Wraparound Monterey County.
- 11) Create a template for a monthly report to be presented to the Wraparound Monterey County Leadership team that summarized and examines the usage patterns and overall satisfaction of the services accessed through the provider network.
- 12) Enroll an agency or vendor Service Provider within 30 days of completion of application.
- 13) Enroll individual Service Providers within 30 days of completion of application.
- 14) Work with the Care Coordinating Team on the identification and development needed to respond to individualized service needs as they arise.

EXHIBIT AAA

- 15) Identify a formal Wraparound Service Provider to meet these individualized needs as identified by a Family Team within 15 days of written request by the Care Coordination Team.
- 16) On a quarterly basis, provide the Wraparound Monterey County Leadership Team with information about performance in the previous quarter (length of time from referral to services, trends observed by family, service domain and others, as identified.)
- 17) With input from the COUNTY and the Care Coordination Agency, facilitate monthly Wraparound 101 Information Meetings and Question and Answer sessions for all interested parties.
- 18) Provide technical support, training and oversight to the Wraparound Care Coordination provider as appropriate and necessary.
- 19) Perform outreach to at least one not-enrolled service provider each quarter.
- 20) Co-host bi-annual meetings and/or outreach in cooperation with county funders, with community specialty groups (businesses, clergy, Rotary, etc.) to determine buy-in, formal supports, resources and participation.
- 21) Participate in other Wraparound Monterey County meetings as identified by the COUNTY.
- 22) Participate in and, where appropriate, lead data discussions around maintaining, modifying and maximizing the use of the data collection system identified by the COUNTY.
- 23) Conduct data analysis and make presentations on service usage characteristics (e.g. distribution of services by providing agency, by gender of child) to inform ongoing program effectiveness.
- 24) Collaborate with Wraparound Monterey County and partner agencies to support development and implementation of innovative practices that support permanency efforts in child welfare (e.g. family finding).
- 25) Lead social marketing efforts to raise the visibility of Wraparound Monterey County with a variety of constituencies and stakeholders. Such activities may include, but are not limited to – developing a logo for Wraparound, development and production of electronic newsletters, e-blasts, brochure, websites, and social media content.
- 26) Meet quarterly with Wraparound DSS Contract Manager regarding program process and potential modifications.
- 27) Develop Wraparound provider network policy and procedure manual, including data entry and reporting in ETO.
- 28) Maintain a service tracking system outside of Efforts to Outcomes (ETO) specific to the provision of DV services.
- 29) Develop a tracking system outside of for those services and supports developed in response to CCR.

IV. COUNTY RESPONSIBILITIES

COUNTY shall:

- 1) Encourage collaboration among all parties involved in Wraparound Monterey County.
- 2) Perform a program audit to ensure program compliance and fidelity.
- 3) Monitor all aspects of Wraparound Monterey County to ensure compliance with the COUNTY's overall Wraparound plan, and policies and procedures relative to the implementation, maintenance and evaluation of Wraparound Monterey County.
- 4) Comply with the requirements of Senate Bill 163, Chapter 795, Statutes of 1997, as applicable.
- 5) Comply with the California Administrative Code Title 22, Division 2, §35325 et seq., as applicable.
- 6) Partner with the CONTRACTOR in establishment of best practices and individualized supports for dependent youth under the requirements of CCR on an as needed basis.
- 7) Assign appropriate staff to participate in the Wraparound Monterey County Leadership Team.
- 8) Participate in the Out-of-Home Care Management Oversight Committee meetings as requested.
- 9) Determine MediCal eligibility on all families referred for Wraparound services.
- 10) Maintain a wraparound enrollment log for fiscal and program reconciliation for all parties.

V. FISCAL PROVISIONS

For the purpose of this Agreement the following terms apply:

- 1) The COUNTY and CONTRACTOR acknowledge that funding for this agreement is being provided in order to provide Wraparound Administrative Services (WASA) for Wraparound Monterey County and in response to the individual needs identified through the best practices provision under CCR.
- 2) The total amount of funding that may be expended under this Agreement to perform all the duties and service provision of the WASA for the period July 1, 2016 – June 30, 2017 is four hundred ninety-eight thousand, three hundred and eight dollars (\$498,308); and for the period July 1, 2017 – June 30, 2018 is seven hundred sixty-one thousand one hundred eight dollars (\$761,108); and for the period of July 1, 2018- June 30, 2019 is six-hundred forty thousand eight hundred and fifty-seven dollars (\$640,857); **and for the period of July 1, 2019-December 31, 2019 is three hundred twenty thousand thirty-eight dollars (\$320,038.00).** The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two million two-hundred twenty thousand three hundred eleven dollars (\$2,220,311.00).**
- 3) The amount of funding that may be expended under the contract for the actual service provision reimbursement for providers for the period July 1, 2016 – June 30, 2017 is two hundred twenty thousand dollars (\$220,000); for the period July 1, 2017 to June 30, 2018 is four-hundred eight-five thousand dollars (\$485,000), for the period of

EXHIBIT AAA

- July 1, 2018 to June 30, 2019 is three-hundred sixty-thousand dollars (\$360,000), **and for the period of July 1, 2019 to December 31, 2019 is one hundred eighty thousand dollars (\$180,000)**. The maximum amount that may be expended for service provision reimbursement under this Agreement shall not exceed **one million two hundred forty-five thousand dollars (\$1,245,000)**.
- 4) CONTRACTOR shall submit all invoices using the forms set forth in Exhibits D-1, DD-2, D-3, **and D-4**.
 - 5) CONTRACTOR shall submit invoices to COUNTY on the 10th of the month for services rendered in the previous month. Invoices shall contain the original signature of the person authorized to submit claims for payment, and shall include any required documentation as noted on the invoice form.
 - 6) CONTRACTOR shall record the operating costs and service provision costs separately and report as such through Exhibits D-1, DD-2, D-3, **and D-4**.
 - 7) CONTRACTOR shall invoice the COUNTY not more than twice per month for services rendered.
 - 8) CONTRACTOR shall maintain and provide an electronic detailed expenditure sheet to the COUNTY related to service provision to youth and families on a monthly basis.
 - 9) CONTRACTOR shall invoice the COUNTY once per month for the operating costs.

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ACTION COUNCIL OF MONTEREY COUNTY
WRAPAROUND ADMINISTRATIVE SERVICES AGENT
July 1, 2016 – December 31, 2019

Program Budget/Invoice Procedures

A. PROGRAM BUDGET

Budget	FTE	FY 16-17	FY17-18	FY18-19	7/01/19- 12/31/19
Personnel					
Executive Director	0.15	\$17,250.00	\$17,250.00	\$19,500.00	\$9,750.00
Wraparound Coordinator	1.00	77,875.00	77,875.00	80,000.00	40,000.00
Finance Director	0.15	13,250.00	13,250.00	10,800.00	5,400.00
Program Support Staff	1.00	63,825.00	63,825.00	63,825.00	32,500.00
Benefits (28%) (29% FY18-19)		48,217.00	48,217.00	50,621.00	24,542.00
<i>Total Personnel</i>		220,417.00	220,417.00	224,746.00	112,192.00
Operating Costs					
Community Meeting Expense		2,000.00	1,500.00	1,500.00	750.00
Training		10,000.00	10,000.00	10,000.00	5,000.00
Community Capacity Building		5,000.00	4,000.00	4,000.00	2,000.00
Travel and Mileage		4,500.00	4,000.00	4,000.00	2,000.00
Print/Copy/Supplies		5,000.00	5,000.00	5,000.00	2,500.00
Technology/License Fees		2,000.00	2,000.00	2,000.00	1,000.00
Telephone/Internet		3,640.00	3,640.00	3,640.00	1,820.00
Postage		450.00	450.00	450.00	225.00
<i>Total Operating Costs</i>		32,590.00	30,590.00	30,590.00	15,295.00
Admin/Overhead - not to exceed 10%		25,301	25,101	25,521.00	12,551.00
Wraparound Service Provision		220,000.00	485,000.00	360,000.00	180,000.00
Total Program Costs		\$498,308.00	\$761,108.00	\$640,857.00	\$320,038.00

The maximum amount payable by County to CONTRACTOR during the term of this agreement shall not exceed \$2,220,311.00.

**MONTEREY COUNTY DEPARTMENT OF SOCIAL AND EMPLOYMENT SERVICES
and ACTION COUNCIL OF MONTEREY COUNTY
Wraparound Administrative Services Agent (WASA)
7/1/2019 - 12/31/2019**

INVOICE

Invoice Number: _____

February 2019

Budget Item	FTE	Total Contract Budget	Prior Month(s) Expense	Monthly Expense	YTD Expense	Balance Contract Funds
Personnel						
Executive Director	0.15	9,750.00				9,750.00
Wraparound Coordinator	1.00	40,000.00				40,000.00
Finance Director	0.15	5,400.00				5,400.00
Program Support Staff	1.00	32,500.00				32,500.00
Benefits (28%)		24,542.00				24,542.00
<i>Total Personnel</i>		112,192.00				112,192.00
Operating Costs						
Community Meeting Expense		750.00				750.00
Training		5,000.00				5,000.00
Community Capacity Building		2,000.00				2,000.00
Travel and Mileage		2,000.00				2,000.00
Print/Copy/Supplies		2,500.00				2,500.00
Technology/License Fees		1,000.00				1,000.00
Telephone/Internet		1,820.00				1,820.00
Postage		225.00				225.00
<i>Total Operating Costs</i>		15,295.00				15,295.00
Admin/Overhead - not to exceed 10%		12,551.00				12,551.00
Wraparound Service Provision		180,000.00				180,000.00
Total Program Costs		320,038.00				320,038.00

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

Person completing the form: _____ Title: Accounting Manager Phone: 783-1244

Authorized signature: _____ Date: _____

Monterey County DSES Authorized Signature/Title: _____ 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 report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is 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.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. 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 to grant the extension.

1.03 Audit Format

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

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, **Exhibit H-1**.

- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

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 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), 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 the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), 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 Uniform Guidance cost principles, 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 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.

ACTION Council of Monterey County

(signature of authorized representative)

5/17/19
(date)

ACTION COUNCIL OF MONTEREY COUNTY
 SCHEDULE OF COUNTY PROGRAMS
 FISCAL YEARS 2016-2020

<u>Program Name</u>	<u>County</u>	<u>Contract No.</u>	<u>CFDA #</u>	<u>Contract Period</u>	<u>Contract Amount</u>	<u>Expenditures</u>		<u>Amount Received from County</u>	
	<u>Dept.</u>					<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>	<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>