

COUNTY OF MONTEREY
Amendment #1 to Agreement 5010-219
Community Human Services

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 Community Human Services (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of a 24/7 emergency youth shelter on the Monterey Peninsula for young adults 18 – 24 for a term of July 1, 2022 – June 30, 2024 for a contract total of \$60,000.00 (hereinafter “Original Agreement”).

WHEREAS, the parties wish to amend the Agreement via Amendment #1 by adding \$60,000 for a new contract total of \$120,000 and to extend the term through June 30, 2026.

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, Paragraph titled “GENERAL DESCRIPTION”** is hereby amended as follows:
“The County hereby 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, Paragraph titled “PAYMENT PROVISIONS”** is hereby amended as follows:
“County shall pay 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 **\$120,000.00.**”
3. **Section 3.0, Paragraph titled “TERM OF AGREEMENT”** is hereby amended as follows: “The term of this Agreement is from July 1, 2022 to **June 30, 2026**, unless sooner terminated pursuant to the terms of this Agreement.”
4. **Exhibit AA, Section A** reflects the **addition of \$60,000.00 to extend the contract term an additional two years** for a new contract total of **\$120,000.00 and service term from July 1, 2022 – June 30, 2026.**
5. **Exhibit AA, Section C “CONTACT INFORMATION”** is hereby amended as follows: “County Contract Monitor: **“Alex Soltero”**”
6. **Exhibit AA, Section F “DESCRIPTION OF SERVICES”** is hereby amended as follows:
F.9.1 HMIS Project ID: 3466
F.9.2 HMIS Project Title: Safe Place
7. **Exhibit AA, Section H.3, “REPORTING INSTRUCTIONS & SUBMISSION”** is hereby amended as follows:
H.3.5 January 10, 2025 for the period of July 1, 2024 to December 31, 2024
H.3.6 July 10, 2025 for the period of January 1, 2025 to June 30, 2025

H.3.7 January 10, 2026 for the period of July 1, 2025 to December 31, 2025

H.3.8 July 10, 2026 for the period of January 1, 2026 to June 30, 2026

8. **Exhibit AA**, Section I, “**PAYMENT PROVISIONS**” is hereby amended as follows:
 - I.4** The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2024 to June 30, 2025 shall not exceed thirty thousand dollars and zero cents (\$30,000.00).
 - I.5** The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2025 to June 30, 2026 shall not exceed thirty thousand dollars and zero cents (\$30,000.00).
 - I.6** The total amount payable by COUNTY to CONTRACTOR under the term of this agreement (July 1, 2022 to June 30, 2026) shall not exceed **one hundred twenty thousand dollars and zero cents (\$120,000.00)** per Exhibits C and C-1, Budget.
9. **Exhibit AA**, Section J.1, “**INVOICING INSTRUCTIONS & SUBMISSION**” is hereby amended as follows:

CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than July 10, 2026.
10. **Exhibit AA**, Section J.2, “**INVOICING INSTRUCTIONS & SUBMISSION**” is hereby amended as follows:

The invoice shall be submitted on the invoice form set forth in **Exhibits D and D-1**
11. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA** and adds **Exhibits C-1 and D-1**.
12. **Exhibit C-1** reflects the addition of the **\$60,000.00** (\$30,000 for fiscal year 2024-2025 and \$30,000 for fiscal year 2025-2026).
13. **Exhibit D-1** reflects the **additional invoices for the \$60,000.00** for the period of July 1, 2024 to June 30, 2026.
14. 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.
15. A copy of this Amendment #1 shall be attached to the Original Agreement.

(The remainder of page is intentionally blank)

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

COUNTY OF MONTEREY:

DocuSigned by:
Lori A. Medina
By: _____
Lori A. Medina, DSS Director

Date: 5/2/2024 | 9:00 AM PDT

CONTRACTOR:

DocuSigned by:
Mary Ann Carbone
By: _____
(Chair, President, Vice-President)

Mary Ann Carbone, Chair President
(Print Name & Title)

Date: 4/4/2024 | 8:18 AM PDT

DocuSigned by:
Tim Louis
By: _____
(Secretary, CFO, Treasurer)

Tim Louis
(Print Name and Title)

Date: 4/4/2024 | 8:50 AM PDT

Approved as to Form:

DocuSigned by:
AB
By: _____
Deputy County Counsel

Date: 4/9/2024 | 3:58 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
By: _____
Auditor Controller's Office

Date: 4/9/2024 | 4:29 PM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY HUMAN SERVICES

- A. TOTAL FUNDING:**
- | | | |
|--|---------------------|--|
| | \$30,000.00 | HHAP-3 YS, July 1, 2022 - June 30, 2023 |
| | \$30,000.00 | HHAP-3 YS, July 1, 2023 - June 30, 2024 |
| | \$30,000.00 | HHAP-3 YS, July 1, 2024 – June 30, 2025 |
| | \$30,000.00 | HHAP-3 YS, July 1, 2025 – June 30, 2026 |
| | \$120,000.00 | Total Funding |
- B. CONTRACT TERM:** July 1, 2022 - June 30, 2026
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Department of Social Services
Alex Soltero, Management Analyst II
 1000 S. Main Street, Suite 301, Salinas, CA 93901
 Phone: **(831) 796-3584** Fax: (831) 755-8477
solteroar@co.monterey.ca.us
- Contractor Information: Community Human Services Administration
 Robin McCrae, Chief Executive Officer
 PO Box 3076 Monterey, CA 93942-3076
 Phone: (831) 658-3811 Fax: (831) 658-3815
rmccrae@chservices.org
- Location of Services: Safe Place Youth Program
 590 Pearl Street Monterey, CA 93940
 Phone: (831) 373-4421
- D. SUBAWARD INFORMATION:**
- SUBAWARD: Homeless Housing, Assistance and Prevention Funding, Round 3, Youth Set-Aside (HHAP-3, YS)**
CONTRACTOR UEI: J7GWFMM5ZCD9
Date County Awarded Funding: May 11, 2022 (HHAP-3)
 Federal Award Identification Number (FAIN): N/A
 CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A
 Federal Award Description: N/A
 Research and Development: No
 Maximum Allowable Indirect Cost Rate: 10%
- E. BACKGROUND:**
- Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low-income individuals and families in Monterey County, California. For over 25 years, Safe Place has served Monterey County runaway and homeless youth ages 18 to 24. The overarching goal of Safe Place is to keep kids safe as they transition to independent adulthood.

SCOPE OF SERVICES/PAYMENT PROVISIONS

F. DESCRIPTION OF SERVICES:

This funding is supporting the cost of providing a year-round shelter for youth who are homeless in Monterey County. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- F.1 CONTRACTOR shall operate a year-round emergency shelter for homeless youth between 18-24 years of age on the Monterey Peninsula within the requirements of the HHAP-3 program guidelines and eligible uses of funds.
- F.2 CONTRACTOR shall provide year-round emergency shelter for homeless youth 7 days a week during the hours of 7 p.m. to 7 a.m.
- F.3 CONTRACTOR shall provide 2 meals per day (evening and morning) to guests at the shelter.
- F.4 CONTRACTOR shall conduct the Vulnerability Assessment (VI-SPDAT) to connect homeless residents with the Coordinated Assessment and Referral System (CARS).
- F.5 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits.
- F.6 CONTRACTOR shall ensure that services are provided in Spanish and English.
- F.7 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.
- F.8 CONTRACTOR shall ensure that services are provided in compliance with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with HHAP-3 funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
- F.9 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track HHAP-3-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-3 funding (e.g., by creating appropriate HHAP-3-specific funding sources and project codes in HMIS).
 - F.9.1 **HMIS Project ID: 3466**
 - F.9.2 **HMIS Project Title: Safe Place**
- F.10 CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).
- F.11 CONTRACTOR shall ensure that CDC guidelines regarding COVID-19 safety protocols are adhered to.

SCOPE OF SERVICES/PAYMENT PROVISIONS

G. SERVICE GOALS:

CONTRACTOR shall seek to achieve the following service goals during this contract term:

- G.1 Provide sixty (30 per year) unduplicated youth with emergency shelter.
- G.2 Provide thirteen hundred (650 per year) bed nights of shelter to homeless youth.
- G.3 Provide twenty-four hundred (1,200 per year) meals at the homeless youth shelter.

H. REPORTING INSTRUCTIONS & SUBMISSION:

- H.1 CONTRACTOR shall comply with all HHAP reporting requirements set forth by the Business Consumer Services and Housing Agency (BCSH).
- H.2 CONTRACTOR shall submit **semi-annual reports which include an HMIS CAPER report and a** narrative describing service performance including the following indicators:
 - H.2.1 Number of Individuals Served
 - H.2.2 Demographics
 - H.2.3 Outcomes and Service Goal Progress
 - H.2.4 Challenges
 - H.2.5 Lessons Learned
- H.3 These reports are due:
 - H.3.1 January 10, 2023 for the period of July 1, 2022 to December 31, 2022
 - H.3.2 July 10, 2023 for the period of January 1, 2023 to June 30, 2023
 - H.3.3 January 10, 2024 for the period of July 2023 to December 31, 2023
 - H.3.4 July 10, 2024 for the period of January 1, 2024 to June 30, 2024.
 - H.3.5 **January 10, 2025 for the period of July 1, 2024 to December 31, 2024**
 - H.3.6 **July 10, 2025 for the period of January 1, 2025 to June 30, 2025**
 - H.3.7 **January 10, 2026 for the period of July 1, 2025 to December 31, 2025**
 - H.3.8 **July 10, 2026 for the period of January 1, 2026 to June 30, 2026**
- H.4 CONTRACTOR shall submit these reports of activities addressing deliverables outlined in this Scope of Services County Contract Monitor listed in Section C.

I. PAYMENT PROVISIONS:

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BB**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2022 to June 30, 2023 shall not exceed thirty thousand dollars and zero cents (\$30,000.00).
- I.3 The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2023 to June 30, 2024 shall not exceed thirty thousand dollars and zero cents (\$30,000.00).
- I.4 **The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2024 to June 30, 2025 shall not exceed thirty thousand dollars and zero cents (\$30,000.00).**
- I.5 **The maximum amount payable by COUNTY to CONTRACTOR during the period of July 1, 2025 to June 30, 2026 shall not exceed thirty thousand dollars and zero cents (\$30,000.00).**
- I.6 The total amount payable by COUNTY to CONTRACTOR under the term of this agreement (July 1, 2022 to June 30, 2026) shall not exceed **one hundred twenty thousand dollars and zero cents (\$120,000.00)** per Exhibits C and C-1, Budget.

SCOPE OF SERVICES/PAYMENT PROVISIONS

J. INVOICING INSTRUCTIONS & SUBMISSION:

- J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than July 10, **2026**.
- J.2 The invoice shall be submitted on the invoice form set forth in **Exhibits D and D-1**.
- J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

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**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 and Exhibit D-1.

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: 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 and Exhibit C-1. Only the costs listed in Exhibits C and C-1 as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

1.05 Payment in Full:

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

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

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

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit 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);

EXHIBIT BB

- **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. CONTRACT ADMINISTRATORS

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

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

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VII. APPEAL PROCESS

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

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



Monterey County Board of Supervisors

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

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-15886 ; Amendment No.: 1	Shelter for women and families with children
Agreement No.: A-15887 ; Amendment No.: 1	Shelter for young adults ages 18-24

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign Amendment #1 to Agreement #5010-219 with Community Human Services adding \$60,000 for a new contract total of \$120,000 extending the term by two (2) years, for a new term of July 1, 2022 through June 30, 2026, and;
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to (3) future amendments to this amended agreement where the total amendments do not exceed 10% (\$12,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$132,000.

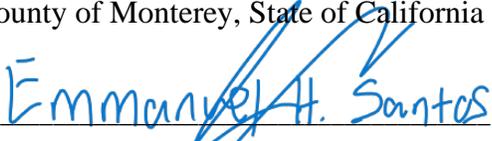
PASSED AND ADOPTED on this 30th day of April 2024, by roll call vote:

AYES: Supervisors Alejo, Church, 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 April 30, 2024.

REVISED Date: May 17, 2024
File ID: A 24-163
Agenda Item No.: 22

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


Emmanuel H. Santos, Deputy