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COUNTY OF MONTEREY
Amendment #1 to Agreement #5010-318
Social Change Partners, LLC

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 Social Change Partners, LLC (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement to provide consultation and facilitation of services for specific components of Child and Family Services Review and First Prevention Services Act for the period of August 7, 2023 through June 30, 2025 in the amount of $195,000.00 (hereinafter "Original Agreement")

WHEREAS, the parties wish to amend the Agreement via Amendment #1 to **extend** the California Child and Family Services Review (C-CFSR) System Improvement Plan (SIP) **through June 30, 2025, extending** the SIP annual Progress Reports through **June 30, 2028**, and **adding $15,000** per fiscal year **25/26, 26/27,** and **27/28 totaling $45,000** for a new contract total of **$240,000.**

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 2.0, Paragraph titled "PAYMENT PROVISIONS"** is amended to read 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 the sum of **$240,000.00."**

2. **Section 3.0, "TERM OF AGREEMENT"** is amended to read as follows: "The term of this Agreement is from August 7, 2023 to **June 30, 2028**, unless sooner terminated pursuant to the terms of this Agreement."

3. **Exhibit AA**, reflects the **decrease** of **$15,000** for FY 23/24 budget, **increase** of $**15,000** for FY 24/25 budget, extends the term through June 30, 2028 and adding **$45,000** for a new contract total amount of **$240,000.**

4. **Exhibit BB** replaces Exhibit B references the new **Exhibits AA, Exhibit CC, Exhibit DD, Exhibit DD-1,** and new **Exhibit D-2, Exhibit D-3,** and **Exhibit D-4.**

5. **Exhibit CC,** reflects the **decrease of $15,000** for FY 23/24 budget, **increase of $15,000** for **FY 24/25** budget, and new budgets for **FY 25/26, 26/27** and **27/28** for a new total budget of **$240,000.**

6. **Exhibits DD** replaces **Exhibit D** reflects **decrease** of FY 23/24**, Exhibit DD-1,** replaces **Exhibit D-1** reflects **increase** of FY 24/25**, Exhibit D-2, Exhibit D-3, and Exhibit D-4** are new exhibit reflecting the new FY 25/26, 26/27, and 27/28 contract invoices.

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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.

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

COUNTY OF MONTEREY:

Signed by:
By: Roderick W. Franks
DSS Director or Designee

Date: 8/15/2024 | 10:29 AM PDT

CONTRACTOR:

DocuSigned by:
By: Reed Connell
(Chair, President, Vice-President)

Reed Connell
(Print Name & Title)

Date: 7/25/2024 | 9:21 AM PDT

By: _____
(Secretary, CFO, Treasurer)

_____
(Print Name and Title)

Date: _____

Approved as to Form:

DocuSigned by:
Anne Brereton
Deputy County Counsel

Date: 7/26/2024 | 10:49 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Auditor Controller's Office

Date: 7/26/2024 | 12:43 PM PDT

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EXHIBIT AA

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES
and
SOCIAL CHANGE PARTNERS

Child and Family Services Review (CFSR):
County Self-Assessment, System Improvement Plan, and Annual Progress Reports
&
Families First Prevention Services Act (FFPSA):
County Gap Analysis and Recommendation

08/07/2023 – 06/30/2028

SCOPE OF SERVICES/PAYMENT PROVISIONS

A. CONTRACT ADMINISTRATORS

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 OrtizE1@co.monterey.ca.us Edward Juarez-Lefevre, MAIII DSS, Family & Children's Services 1000 S. Main Street, Suite 206 Phone: 831-795-3525 Juarez-LefevreE@co.monterey.ca.us	Reed Connell, Managing Partner Social Change Partners, LLC 1450 Taylor Street, #5 San Francisco, CA 94133 Phone: 510-387-7518 reed@socialchangepartners.com

C. PURPOSE

The purpose of this Agreement between the County of Monterey Department of Social Services and Probation Department – Juvenile Division (hereinafter "COUNTY), and Social Change Partners (hereinafter "CONTRACTOR"), is to provide consultation and facilitation services for the COUNTY for specific components of the California Child and Family Services Review (C-CFSR), to include the County Self-Assessment (CSA) and System Improvement Plan (SIP). Additionally, "CONTRACTOR" will provide a gap analysis of services along with a recommendation to COUNTY related to the Family First Prevention Services Act (FFPSA).

1. Assembly Bill (AB) 636 establishes the Child Welfare Outcomes and Accountability System, with the goal of improving child welfare outcomes for children and families. The system includes the Continuous Quality Improvement (CQI), interagency partnerships, community engagement and involvement, and public reporting of program outcomes. This system also provides a means to objectively measure county performance related to the administration of

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child welfare, a protocol for assessing needs and strengths for improving performance, and a mandate to plan for continuous improvement efforts.

The California Child and Family Services Review (C-CFSR) is a cyclical review process which begins with the identification and analysis of the current system, implementation of solutions which are tested, and an ongoing evaluation and revision of identified solutions for continuous improvement. This includes the CSA and SIP processes.

2. Family First Prevention Services Act (FFPSA). The passage of FFPSA has shifted the focus of the child welfare system from a reactionary approach to incidences of child maltreatment to a preventative and early intervention approach. The primary objective of FFPSA is reduce entries into foster care and increase the number of children and youth who can remain safely at home with their families. The FFPSA Part I places an emphasis on improving access to evidence-based, trauma informed services in the categories of mental health, substance abuse treatment, in-home parenting skills and kinship navigation programs.

   The California Department of Social Services (CDSS) requires counties to engage in prevention and/or early intervention planning, expand capacity for evidenced-based practices to support children, youth and families, and evaluation activities directly related to the implementation of FFPSA Part I including readiness assessments, gap analyses, development of service outcomes, and identification of workforce needs.

D. CONTRACTOR RESPONSIBILITIES:

1. CONTRACTOR shall provide the following service C-CFSR components:
   a) Identify primary and secondary points of contact to work directly with the COUNTY
   b) Develop a project management plan that details all essential tasks, assigns roles, and specifies realistic timelines
   c) Comprise and convene the C-CFSR Team
      i. Plan and facilitate monthly Team meetings
   d) Identify all required stakeholders and develop an engagement plan
      i. Develop outreach/briefing materials as needed
      ii. Conduct and facilitate up to two (2) stakeholder meetings for the CSA and SIP, and up to two (2) telephone interviews with stakeholders unable to attend the meeting. Facilitation shall include:
      iii. Preparation of written materials for the stakeholder meetings, including agenda, power point and handouts,
      iv. Co-facilitate the stakeholder meeting in collaboration with identified Child Welfare and Juvenile Probation contacts,
      v. Provision of light refreshments for the stakeholder meetings, and
      vi. Note-taking, to include a final summary of the meeting provided to the COUNTY.
   e) Collect and analyze all data to be integrated into the CSA
      i. Plan and facilitate up to 12 focus groups
         1. Prepare written materials for the focus groups, including interview tools, invitation, and welcome and informational materials,
         2. Provide light refreshments for focus groups,
         3. Note-taking during the focus group, and
         4. Provide a summary of focus group outcomes.

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ii. Prepare, administer, and analyze up to 4 community surveys.

f) Plan and implement the Peer Review process
   i. Provide in-person facilitation of a Four (4) Day Peer Review, including:
   ii. Coordination of travel and lodging logistics for peer reviewers on behalf of the COUNTY,
   iii. Coordination and procurement of a facility wherein the peer review will be held, subject to final approval by the COUNTY,
   iv. Conducting a Peer Review orientation for participants and interviewees,
   v. Arranging for light refreshments and meals for lunch for the peer reviewers on each day of the Peer Review. Cost of lunches shall not exceed the Monterey County per diem which is currently $18 per meal, https://www.gsa.gov/travel/plan-book/per-diem-rates
   vi. Preparation of materials for the peer review, to include power points, handouts, team building materials, review materials, and interview questions,
   vii. Note-taking during the Peer Review,
   viii. Facilitation and in-person debriefing of the Peer Review Week for identified leadership and staff, and
   ix. Completion of a post peer review report summarizing the outcomes of the review.
   x. Select cases, identify peers, orient peers and staff, facilitate case review, document and debrief meetings
g) Lead authorship of the CSA, Peer Review, SIP, Progress Reports, and OCAP reports
   i. Facilitate review by County staff and complete revisions as indicated
h) Participate in ongoing communication with CDSS as needed throughout
i) Provide all additional administrative support necessary to efficiently and effectively complete all of the above
j) Upon approval of the CSA and SIP, develop a project management plan and templates to support future reporting.

2. CONTRACTOR shall provide the following service C-CFSR components:
   a) Develop a project management plan that details all essential tasks, assigns roles, and specifies realistic timelines
   b) Lead data collection and analysis efforts throughout the process
   c) Conduct key informant interviews, focus groups, and surveys as agreed
   d) Develop a community needs assessment identifying local challenges being experienced by families and primary drivers of child welfare system involvement
   e) Develop an asset map documenting the current prevention program service array across systems, existing service gaps, and opportunities to develop and/or expand prevention programming to meet community needs
   f) Assess and document local public agency and private provider current and prospective capacity for the delivery of prevention services including evidence-based programming
   g) Support Tribal engagement, consultation and coordination throughout the process
   h) Develop recommendations and strategies for leveraging local, state and federal funds to build public agency and private provider capacity for prevention programming
   i) Develop recommendations and strategies for leveraging local, state and federal funds to expand prevention service array
   j) Lead authorship of the prevention program gap analysis and strategy document, facilitate review by County staff and complete revisions as indicated.

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F. COUNTY RESPONSIBILITIES

1. COUNTY Responsibilities include the following:
    a) Identify primary and secondary person from Child Welfare and Juvenile Probation each to act as points of contact to the CONTRACTOR.
    b) Participate in quarterly conference calls with the California Department of Social Services (CDSS), which are facilitated by the CONTRACTOR.
    c) Provide updates on agenda items needed for the quarterly conference calls with CDSS.
    d) Support CONTRACTOR and C-CFSR efforts as needed through facilitation, communication, and as a liaison with county partners (including facilities), services providers, stakeholders, families, and peer counties.

G. MILESTONES AND DELIVERABLES FOR C-CFSR

Tentative:	By 8/07/23:	Approved project management plan
	By 8/18/23:	Kickoff Meeting of C-CFSR Team Approved calendar and agendas of all future meetings Approved community engagement plan and peer review plan
	By 10/31/23:	Approved data and community engagement reports, including focus group data and analysis
	By 12/31/23	Draft CSA
	By 1/31/24:	Peer Review Process
	By 2/28/24:	Peer Review Summary Report
	By 3/1/24:	Final CSA
	By 6/15/24:	Publish Draft SIP for public comment
	By 6/30/24:	Draft SIP
	By 7/30/24:	Final SIP (45 days prior to due date)
	By 8/1/24:	Submit SIP to County Board of Supervisors for approval
	By 9/1/24:	Submit approved SIP to CDSS with signature sheet
	Annually:	SIP Progress and OCAP Report

H. MILESTONES AND DELIVERABLES FOR FFPSA – GAP ANALYSIS

Tentative:	By 9/30/23:	Approved project management plan
	By 10/31/23:	Complete document review, key informant interviews, focus groups and surveys
	By 11/31/23:	Complete draft community needs assessment, asset map, capacity assessment, and prevention program gap analysis
	By 1/15/24:	Develop recommendations for capacity building and service expansion
	By 1/31/24:	Draft document ready for County review
	By 2/29/24:	Finalize prevention program gap analysis and strategy document

I. TRAVEL/TRAINING:

Reimbursement: County and CONTRACTOR agree that CONTRACTOR Peer Reviewers 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 and other travel related expenses based upon the following rates for Monterey County listed online at https://www.gsa.gov/travel/plan-book/per-diem-rates .Copies of reimbursement claims will be required as backup documentation to the CONTRACTOR's monthly invoice.

J. CONFIDENTIALITY

To ensure the safety of client information, CONTRACTOR and COUNTY will abide by all applicable State and Federal Regulations as appropriate, and by their own agency and professional confidentiality requirements as it pertains to client information. Additionally, all parties, and their officers, employees, and agents shall comply with Welfare and Institutions Code (W&IC) §10850, 45 CFR 205.50, and all other applicable provisions of law which
provide for the confidentiality of records and prohibit records from being opened for examination for any purpose not directly connected with the administration of public social services. Confidential information gained by access to any records from contact with foster children and their caregivers shall be used only in connection with the conduct of the program under this agreement, or as otherwise permitted by law.

K. PAYMENT PROVISIONS:

1. COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit CC**, Section I. PAYMENT BY COUNTY. CONTRACTOR shall submit a monthly invoice to County's Contract Administrator no later than the tenth (10^{th}) day following the end of the month during which costs were incurred. The invoice shall be submitted in the format presented in **Exhibit DD, Exhibit DD-1, Exhibit D-2, Exhibit D-3, Exhibit D-4** and shall contain the original signature of the person authorized to submit claims for payment. Any required documentation, as noted on the invoice form, shall be submitted with the invoice. All receipts for food, meals, and travel reimbursements will be required documentation.
    a. The total amount payable by COUNTY to CONTRACTOR for the period of **August 7, 2023 – June 30, 2024**, shall not exceed **one hundred and sixty-five thousand dollars ($165,000) per Exhibit CC, Budget.**
    b. The total amount payable by COUNTY to CONTRACTOR for the period of **July 1, 2024 – June 30, 2025**, shall not exceed **thirty thousand dollars ($30,000) per Exhibit CC, Budget.**
    c. The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2025 – June 30, 2026, shall not exceed fifteen thousand dollars ($15,000) per Exhibit CC, Budget.
    d. The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2026 – June 30, 2027, shall not exceed fifteen thousand dollars ($15,000) per Exhibit CC, Budget.
    e. The total amount payable by COUNTY to CONTRACTOR for the period of July 1, 2027 – June 30, 2028, shall not exceed fifteen thousand dollars ($15,000) per Exhibit CC, Budget.

2. The maximum amount payable by COUNTY to CONTRACTOR for the period of August 7, 2023 through June 30, **2028** shall not exceed **two hundred and forty thousand dollars ($240,000.00)** per **Exhibit CC**, Budget.

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3. Invoices shall be submitted to:

   Monterey County Department of Social Services
   1000 S. Main St., Suite 205
   Salinas, CA 93901
   Phone: (831) 796-3525
   Fax: (831) 755-4600

(end of Exhibit AA)

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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 DD, Exhibit DD-1, Exhibit D-2, Exhibit D-3,** and **Exhibit D-4**.

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

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

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.

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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.

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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

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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

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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

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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,

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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 **Reed Connell** 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.

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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.

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EXHIBIT CC

MONTEREY COUNTY DEPARTMETN OF SOCIAL SERVICES
SOCIAL CHANGE PARTNERS, LLC.

PROGRAM BUDGET
(C-CFSR and FFPSA)
FISCAL YEAR 2023-28

Budget Item	Budgeted Cost FY 2023-24	Budgeted Cost FY 2024-25	Budgeted Cost FY 2025-26	Budgeted Cost FY 2026-27	Budgeted Cost FY 2027-28	Total Budgeted Cost
Deliverables						
Peer Review & SIP In Person Facilitation	**$15,000.00**	**$15,000.00**				**$30,000.00**
CSA/SIP Focus Groups In Person Meeting	**$20,000.00**					**$20,000.00**
CSA/SIP Stakeholder Meetings In Person Meeting	**$10,000.00**					**$10,000.00**
SIP Progress and OCAP Reports		**$15,000.00**	**$15,000.00**	**$15,000.00**	**$15,000.00**	**$60,000.00**
C-CFSR Subtotal	**$45,000.00**	**$30,000.00**	**$15,000.00**	**$15,000.00**	**$15,000.00**	**$120,000.00**
FFPSA - Gap Analsys Gap Analysis and Strategy	**$75,000.00**					**$75,000.00**
Project Operations	**$45,000.00**					**$45,000.00**
Calls and Written Reports	$15,000.00					$15,000.00
Meeting Prep and Materials	$15,000.00					$15,000.00
Admin and Logistics	$15,000.00					$15,000.00
Total Program Costs	**$165,000**	**$30,000**	**$15,000**	**$15,000**	**$15,000**	**$240,000**

The maximum amount to be paid by COUNTY to CONTRACTOR under this Agreement is $240,000.00
The amounts listed above in the Budget are estimates by year only and unused funds can roll-over to future years for the term of the agreement.

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SOCIAL CHANGE PARTNERS, LLC.
MONTHLY REPORT OF EXPENDITURES

August 7, 2023 - June 30, 2024

Remit to: Social Change Partners, LLC
1450 Taylor Street, Apt 5
San Francisco, CA 94133

Name Of Agency: **Social Change Parnters, LLC**

Invoice Number: _____

Month/Year: _____

DESCRIPTION	TOTAL CONTRACT FUNDS	DELIVERABLE	PROJECT OPERATIONS Peer Review	PROJECT OPERATIONS CSA/SIP Focus	PROJECT OPERATIONS CSA/SIP	PROJECT OPERATIONS CSA/SIP	TOTAL MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
C-CFSR: Peer Review	**$15,000.00**								
C-CFSR: CSA/SIP Focus Groups	**$20,000.00**								
C-CFSR: CSA/SIP Stakeholder Meetins	$10,000.00								
FFPSA - Gap Analysis	**$75,000.00**								
PROJECT OPERATIONS Calls/Reports	**$15,000.00**								
PROJECT OPERATIONS Prep/Materials	**$15,000.00**								
PROJECT OPERATIONS Admin/Logistics	**$15,000.00**								
GRAND-TOTAL	**$165,000**								

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

Docusign Envelope ID: D83BAD4F-1DF9-46C4-856B-72D0B1D2CB9A

EXHIBIT DD-1

SOCIAL CHANGE PARTNERS, LLC.
MONTHLY REPORT OF EXPENDITURES

July 1, 2024 - June 30, 2025

Remit to: Social Change Partners, LLC
1450 Taylor Street, Apt 5
San Francisco, CA 94133

Name Of Agency: **Social Change Parnters, LLC**

Invoice Number: _____

Month/Year: _____

Deliverables	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
System Improvement Plan (SIP)	**$15,000.00**			
Annual Reporting: SIP Progress and OCAP reports	**$15,000.00**			
TOTAL	**$30,000**			

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

Docusign Envelope ID: D83BAD4F-1DF9-46C4-856B-72D0B1D2CB9A

EXHIBIT D-2

SOCIAL CHANGE PARTNERS, LLC.
MONTHLY REPORT OF EXPENDITURES

July 1, 2025 - June 30, 2026

Remit to: Social Change Partners, LLC
1450 Taylor Street, Apt 5
San Francisco, CA 94133

Name Of Agency: **Social Change Parnters, LLC**

Invoice Number: _____

Month/Year: _____

Deliverables	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Annual Reporting: SIP Progress and OCAP reports	**$15,000.00**			
TOTAL	**$15,000**			

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

Docusign Envelope ID: D83BAD4F-1DF9-46C4-856B-72D0B1D2CB9A

EXHIBIT D-3

SOCIAL CHANGE PARTNERS, LLC.
MONTHLY REPORT OF EXPENDITURES

July 1, 2026 - June 30, 2027

Remit to: Social Change Partners, LLC
1450 Taylor Street, Apt 5
San Francisco, CA 94133

Name Of Agency: **Social Change Parnters, LLC**

Invoice Number: _____

Month/Year: _____

Deliverables	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Annual Reporting: SIP Progress and OCAP reports	**$15,000.00**			
TOTAL	**$15,000**			

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

Docusign Envelope ID: D83BAD4F-1DF9-46C4-856B-72D0B1D2CB9A

EXHIBIT D-4

SOCIAL CHANGE PARTNERS, LLC.
MONTHLY REPORT OF EXPENDITURES

July 1, 2027 - June 30, 2028

Remit to: Social Change Partners, LLC
1450 Taylor Street, Apt 5
San Francisco, CA 94133

Name Of Agency: **Social Change Parnters, LLC**

Invoice Number: _____

Month/Year: _____

Deliverables	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT
Annual Reporting: SIP Progress and OCAP reports	**$15,000.00**			
TOTAL	**$15,000**			

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

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 Chris Lopez to:

Agreement No.: A-17060
a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 with Social Change Partner to provide consultation and facilitation of services for specific components of Child and Family Services Review and First Prevention Services Act, by adding $45,000 for a new contract total of $240,000, extending the term by three (3) years, for a new term of August 7, 2023 to June 30, 2028 and;
b. Authorize the Director or designee of the Department of Social Services to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($24,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $264,000.

PASSED AND ADOPTED on this 13th day of August 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

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 August 13, 2024.

Dated: August 14, 2024
File ID: A 24-388
Agenda Item No.: 51

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy