

COUNTY OF MONTEREY

AMENDMENT #1 to AGREEMENT # PSA1987 Unity Care Group, Inc.

PLEASE ACCEPT
AS
ORIGINAL

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 Unity Care Group, Inc. (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for the provision of individualized care in a Short-Term Residential Therapeutic Treatment Program to high need youth identified as having concurrent psychiatric, behavioral, and familial issues, originally executed on December 20, 2017 (hereinafter "Original Agreement") by **adding \$352,873, effective April 1, 2018, and extending the term of the agreement for one additional year through June 30, 2019, for a revised contract total of \$437,473.** Therefore, the Parties agree:

1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
2. 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. The goods and/or services are generally described as follows: Provide individualized care in a Short-Term Residential Therapeutic Treatment Program to high need youth identified as having concurrent psychiatric, behavioral, and familial issues.
3. 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 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 **\$437,473.00**.

4. 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 December 15, 2017 to **June 30, 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 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.

5. 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 AA	Scope of Services/Payment Provisions
Exhibit BB	DSS Additional Provisions
Exhibit CC	Program Budget
Exhibit DD	Invoice
Exhibit E	Child Abuse Reporting Certification
Exhibit F	HIPAA Certification
Exhibit G	Audit Requirements
Exhibit H	Lobbying Certification
Exhibit I	Elder Abuse Reporting Certification

5. Exhibits A, B, C, and D of the Original Agreement are rescinded, and replaced by Exhibits **AA, BB, CC, and DD**.

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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.

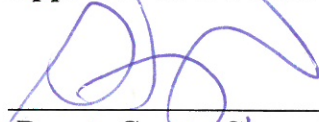
IN WITNESS HEREOF, the parties hereby execute this amendment as follows:

COUNTY OF MONTEREY:

By: 
Elliott Robinson
Director, DSS

Date: 4/17/18

Approved as to Form:


Deputy County Counsel

Date: 3/2/18

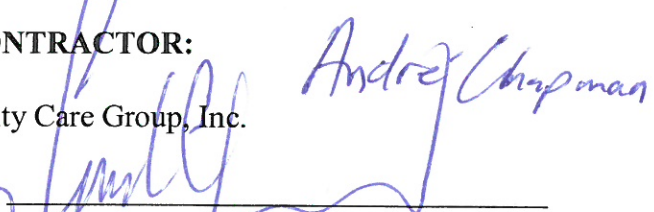
Approved as to Fiscal Provisions:


Auditor-Controller's Office

Date: 3/2/18

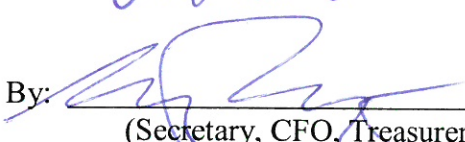
CONTRACTOR:

Unity Care Group, Inc.

By: 
Andre Chapman, President/CEO

President & CEO
(Print Name & Title)

Date: 2.22.18

By: 
(Secretary, CFO, Treasurer)

Gary Rummelhoff
CFO (Print Name and Title)

Date: 2/22

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
& UNITY CARE GROUP, INC.**

Short-Term Residential Therapeutic Program (STRTP) Facility Individualized Care

Scope of Services/Payment Provisions

I. CONTACTS

1. 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: 831-769-8784 FAX: 831-755-4600 Piercevr@co.monterey.ca.us	André Chapman, President/CEO Unity Care Group, Inc. 1400 Parkmoor Avenue, Suite 115 San Jose, CA 95126 PO Box 730276, San Jose, CA 95173 Tel: 408-971-9822 FAX: 408-971-9820 andre@unitycare.org

2. Administrative Oversight Team:

Virginia R. Pierce, Management Analyst III Elizabeth Perez-Cordero, PhD, Program Services Manager Monterey County Behavioral Health 1000 South Main Street Suite 208 Salinas, CA 93901 Tel: 831-796-1500 FAX: 831-757-3135 PerezLA@co.monterey.ca.us	André Chapman, President/CEO Matthew Madaus, L.C.S.W. Chief Operating Officer, COO Unity Care Group, Inc. 1401 Parkmoor Avenue Suite 230 San Jose, CA 95126 Tel: 408-971-9822 ext: 2036 FAX: 408-508-7726 mmadaus@unitycare.org
Christine Lerable, Program Manager II DSS, Family & Children's Services 1000 S. Main Street, Suite 112 Salinas, CA 93901 Tel: 831-755-8498 FAX: 831-755-4600 lerabc@cws.state.ca.us	

II. PURPOSE

The purpose of this agreement is to provide intensive, non-Medi-Cal billable, individualized services to extreme high need youth identified as having concurrent psychiatric, behavioral and familial issues. This agreement will address the needs and challenges these youth face related to traumatic stress, attachment, self-efficacy, and hope in the future. Expertise in the understanding of the complexity and impact of trauma in a young person's life is a cornerstone of the services to be provided. This model is built upon the premise that youth behaviors make sense in the context of their history and world view and will provide high intensity support and engagement, combined with reduced expectations and stimulation, to create the opportunity for the paradigm within the youth to shift.

This agreement shall also serve to specify the mechanism/procedures to be used for the documentation and information sharing between the COUNTY and the CONTRACTOR as it pertains to the youth being served within this agreement.

III. TARGET POPULATION

The target population for this agreement is a child/youth who has been adjudicated as a dependent of the juvenile court pursuant to Welfare & Institutions Code Section 300 and who has been determined to be eligible for Short-Term Residential Therapeutic Program (STRTP) facility placement. Prior to receiving services through this agreement these children/youth must have been discussed at the Interagency Placement Committee (IPC), and approved by senior management staff regarding eligibility.

IV. CONTRACTOR RESPONSIBILITIES:

The **CONTRACTOR** shall:

1. Provide primarily one-to-one (1:1) interventions, to minimize the potential for self-harm and/or reactivity with peers.
2. Provide a safe and comforting home milieu with adequate program and personal supplies to meet the individual needs and interests of the child/youth serviced.
3. Upon entrance to the program the **CONTRACTOR** will prioritize child/youth input in the development of structure, routines and community activities that are safe and highly individualized to the particular child/youth.
4. Upon entrance to the program work as a team with child/youth input to determine the best educational plan for the child/youth.
5. Schedule and facilitate weekly multi-disciplinary treatment team meetings that will support conference calling participation by members of the Monterey County team.
6. Begin family finding and engagement work upon intake.
7. Provide safe planning and transportation to support continued connection by the child/youth with family.
8. Provide technical support to the social worker to assess and determine next placement options across the state or county.
9. Provide 24/7 immediate crisis response to the child/youth.
10. Provide the child/youth with 1:1 support, 24/7, from a highly skilled Counselor, who engages the child/youth in satisfying activities, while managing attachment and intimacy intensity. Counselors work in teams, with constant back-up support.
11. Provide a recreation coordinator to assess and develop recreational interests and opportunities for each child/youth in the program. Child/youth will be offered multiple options to express themselves including exercise, arts, sports, game, drama, electronics and music.
12. Provide a senior clinician who facilitates daily check-ins and therapy multiple times per week. Family therapy will be offered as determined to be appropriate by the team.
13. Provide short-term Evidence Based Practices (EBP) emphasizing Cognitive Behavioral Therapy when appropriate to help child/youth learn regulation skills.

EXHIBIT AA

14. Provide ongoing coaching and consultation to the on-site team working with the child/youth to promote competence in addressing the individualized clinical needs of the child as well as the ability to promote positive 1:1 interaction with the child/youth based on these clinical needs.
15. Provide a Psychiatric Mental Health Nurse Practitioner to evaluate medication needs, address symptoms and problem solve regarding concerns.
16. Provide an Educational Coordinator who works with the local Foster Youth Services (FYS) liaison to assess educational needs, track credits toward graduation, provide tutoring and instruction and provide individualized coordination with past and future schools.
17. Maintain all documentation necessary to support costs of service delivery and effectiveness of the program, providing weekly summaries of the child/youth progress in the program to the social worker.
18. Provide the coordination and facilitation of Child and Family Team meetings (CFTs) not less than once per month.
19. Provide a program model built on a 90-day stay with the flexibility to increase time of stay as the team feels it is appropriate. The program will contact the Child Welfare Director or her/his designee, when a child/youth's stay has been extended and is nearing the 150-day mark for next step dialogue that meets the child/youth needs.
20. Assign appropriate staff to participate in Interagency Committee Meeting should a child/youth be identified as a possible program participant. This can be done telephonically to minimize travel.

V. COUNTY RESPONSIBILITIES

The **COUNTY** shall:

1. Encourage and lead the collaboration among all local team members, to include the Department of Social Services, Behavioral Health, Education and most importantly family connections for the purpose of supporting the child/youth's placement, providing individualized services and supporting and planning for a safe and healthy transition once treatment is complete.
2. Monitor the child/youth's stay in the program and actively participate in all CFTs.
3. Visit the child/youth not less than one time per month in the placement program, spending time in the child/youth's home and room and taking time to meet face-to-face with identified members of the child/youth's team.
4. Participate in family finding and engagement efforts providing the **CONTRACTOR** with familial information as requested.

VI. PROGRAM ACCEPTANCE and BED SPACE OVERSIGHT.

1. No more than two children/youth can be served by the program at one time.
2. Referral to the program comes from the Interagency Placement Committee (IPC) in collaboration with Monterey County Senior Management.
3. **CONTRACTOR** will participate in person or telephonically when a child/youth is being discussed at IPC for possible program referral.
4. Average stay for a child/youth in the program is 90 days.
5. Extensions to remain in the program may occur if it is in the best interest of the child/youth and there is team agreement.
6. For youth where there is mutual agreement for a past 90 day stay and the timeframe nears 150 day (or 5 months), the **CONTRACTOR** will reach out to the Child Welfare Director or her/his designee to discuss transition plans.

VII. MEETINGS/COMMUNICATIONS

1. The **CONTRACTOR** will meet with the **COUNTY** Contract Administrator not less than quarterly.

VIII. FISCAL PROVISIONS

For the purpose of this agreement the following terms apply:

1. The CONTRACTOR will be provided the STRTP rate to cover basic room and board needs for the child/youth in the program.
2. The STRTP rate will continue for up to 7 days if a youth runs from the program or if a youth is placed on an involuntary hold and hospitalized.
3. Individualized, 1:1 supports and needs not covered by Medi-Cal or the STRTP rate have been determined to be five hundred sixty-four dollars (\$564) per day for the days the child/youth is open to the CONTRACTOR for services. This is the maximum daily rate and is inclusive of when the youth may be temporarily away from the program (i.e. hospitalization, juvenile hall, runaway) and may then be ineligible for the STRTP rate.
4. To allow for supportive services and a healthy transition, the five hundred sixty-four dollars (\$564) rate will continue for up to 17 days after a youth leaves the program. Extensions beyond the 17 days will be determined by safety and clinical needs and shall be approved by the COUNTY.
5. Specific, individualized services and supports for the youth that exceed the \$564 rate may be authorized through The Child and Family Team. These services and supports will be individualized, address safety, clinical and daily needs and be approved by the COUNTY.
6. The maximum amount of funding that may be expended under this agreement for the term of December 15, 2017 through **June 30, 2019** is **four hundred thirty seven thousand, four hundred and seventy three dollars (\$437,473)**.
7. COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BB**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
8. The CONTRACTOR shall submit all invoices pursuant to **Exhibit CC**, Program Budget/Invoice Procedures set forth in **Exhibit CC**, and using the invoice form set forth in **Exhibit DD**.
9. The COUNTY shall reimburse the CONTRACTOR pursuant to the invoicing procedures set forth in **Exhibit CC**.
10. The CONTRACTOR shall submit to the COUNTY monthly invoices by the 10th day of the month for costs incurred in the previous month.

Breakdown on the impact of the per child STRTP and Medi-Cal funding:

	Monthly Cost	Daily Rate
Total Cost	\$67,191	\$2,209
(less) STRTP Offset	(\$12,498) (state rate)	(\$411)
Subtotal	\$54,693	\$1,798
(less) Medi-Cal Billing (estimated)	(\$37,524)	(\$1,234)
County Costs Total (with both STRTP and MC leverage)	\$17,169	\$564

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**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10, 2019**. If the Final Invoice is not received by COUNTY by close of business on **July 10, 2019**, 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 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.

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.

EXHIBIT BB

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

EXHIBIT BB

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

EXHIBIT BB

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**.

EXHIBIT BB

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

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

EXHIBIT BB

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 **Andre Chapman** 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 DEPARTMENT OF SOCIAL SERVICES
& UNITY CARE GROUP, INC.**

**SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)
INDIVIDUALIZED CARE**

December 15, 2017 through June 30, 2019

Program Budget/Invoice Procedures

A. Program Budget

1. Budget

Item	Monthly Cost	Daily Rate
Total Cost	\$67,191	\$2,209
STRTP Offset	\$<12,498>	\$<411>
Subtotal	\$54,693	\$1,798
Medi-Cal Billing (estimate)	\$<37,524>	<\$1,234>
Total County Costs	\$17,169	\$564
Total Budget		\$437,473

The maximum amount to be paid by COUNTY to CONTRACTOR for the period December 15, 2017 through **June 30, 2019** is **four hundred thirty-seven thousand for hundred seventy-three dollars and zero cents (\$437,473.00)**.

B. INVOICE PROCEDURES

The contractor shall submit a monthly invoice within 10 days following the end of the billing month. The invoice shall be submitted in the format presented in **Exhibit DD** 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.

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and UNITY CARE GROUP, INC.**

Remit to:
Unity Care Group, Inc.
1401 Parkmoor Avenue, Suite 230
San Jose, CA 95126

Month:

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.

Phone:

Date:

Date: