

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE CENTER FOR COMMON CONCERNS, INC.

This Agreement is entered into this _____ day of _____, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and HomeBase/The Center for Common Concerns, Inc., hereinafter called "Contractor."

* * *

WHEREAS, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing technical assistance and training to safety net and community providers.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED THIRTY-THREE THOUSAND DOLLARS (\$333,000). In the event County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021, through June 30, 2024.

5. Termination

This Agreement may be terminated by Contractor or by County at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their

respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Selina Toy Lee, Director, Collaborative Community Outcomes
Address: 1 Davis Dr., Belmont, CA 94002
Telephone: (650) 802-5120
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Bridget DeJong
Address: 870 Market Street, Suite 1228, San Francisco, CA 94102
Telephone: (415) 788-7961
Email: Bridget@homebaseccc.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: HOMEBASE/THE CENTER FOR COMMON CONCERNS, INC.

DocuSigned by: <i>Nikka Rapkin</i> <small>AF0E75148467418</small>	6/23/2021 2:48 PM PDT	Nikka Rapkin
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. Purpose

Provide training and technical assistance to homeless and safety net, and community providers to enhance community knowledge and to align programs to the system and program guiding principles and outcomes for the new homeless system. The training and technical assistance will increase community understanding and align on-the-ground practices with the principles, strategies, and outcomes set forth in the strategic plan titled Ending Homelessness in San Mateo County. The training and technical assistance will provide an avenue for distribution of the information across the providers, will support providers in effectively implementing system-level initiatives that meet the community's needs, and will actively involve those on the front lines in identifying and overcoming barriers.

II. Services to be Provided

A. Homeless Service Provider Training and Technical Assistance, Contractor will:

1. Develop and implement a training and technical assistance (TA) annual work plan that will include training and technical assistance on legislation such as Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH), U.S. Department of Housing & Urban Development (HUD) guidance and updates, direct trainings and workshops tailored to specific audience to deepen capacity on issues critical to reducing homelessness, advancing the strategic plan and maintaining and/or increasing HUD Continuum of Care (CoC) funding, and one-on-one technical assistance for both Human Services Agency (HSA) staff and provider staff to improve program outcomes and operationalize strategic plan program principles. As part of the plan, Contractor will collaborate with HSA staff, other technical assistance providers(s), and others identified by HSA to align the work plan with all components of the implementation of the strategic plan. In order to maximize the training and technical assistance needs for homeless and safety net providers, specific components of the scope, such as the number of workshops/trainings and TA visits, may be changed or exchanged with each other pending approval from both the contractor and HSA.
2. Provide at least 6 workshops/trainings per fiscal year on topics as described in the annual training and technical assistance work plan. The trainings/workshops will be conducted by Contractor staff and will be provided to the homeless and safety net providers identified by HSA. Trainings will focus on topics central to operationalizing the strategic plan which may include racial equity, partnering with people with lived experience, housing-focused case management, Housing First, effective client engagement strategies, Rapid Re-Housing, and other topics. Trainings may also focus on building capacity around system performance, using data to understand and improve program performance, or best practices around client-centered services. Trainings will focus on presentations that are engaging, interactive, and tailored to provider needs. Training topics and materials will be approved by HSA.
3. Create and implement individualized technical assistance plans for each of approximately 12 providers identified by HSA. Technical assistance plans will be developed through visits with each provider and will focus on each provider's strengths and potential areas for growth around key components of the strategic plan. Each fiscal year's technical assistance plan will build on the prior year's technical assistance plan and emerging needs and challenges. Technical assistance plans may emphasize areas such as racial equity, Housing First, Coordinated Entry implementation, staff training, review of program data, or developing and documenting fair, transparent and accessible program policies. Once plans are created, Contractor will provide tailored follow-up support to meet the identified needs of the agencies and to help them make all the changes needed as efficiently and effectively as possible. This follow-up support may include additional visits, meetings, phone calls, reviewing agency policies and procedure documents, providing or creating written resources (sample policies or

- forms, information on best practices, etc.) and communication via emails.
4. Draft policies and/or training materials on the implementation of best practices. The policies and/or training materials will support both system and individual program change. Materials from trainings will be made available for distribution and further use by the CoC and providers. Contractor may also develop or revise CoC policies or procedures to implement changes to improve system performance including integrating provider feedback into system level policies and CoC initiatives.
 5. Provide training and technical assistance that is culturally appropriate to the populations served.
 6. Provide on-call technical assistance on an as-needed basis to HSA and homeless and safety net providers.
 7. Review and analyze strategic plan implementation materials to stay abreast of community direction, progress, and challenges.
 8. Assess the baseline capacity of the community in order to provide technical assistance that is designed to enhance knowledge, strengthen skills, and drive system change.
 9. Attend meetings as requested by HSA, such as quarterly CoC Steering Committee meetings.
 10. Provide additional reports or data requested from HSA.
 11. Provide a proposed timeline for training and technical assistance and work with the HSA regarding any changes. HSA will approve in writing any changes to the timeline or annual work plan.
 12. Provide regular updates via phone calls, emails and/or meetings to HSA regarding all training and technical assistance work.
 13. Work collaboratively with HSA to create and modify services as needed.

B. Performance Reports, Contractor will:

1. Submit reports on a rolling basis, in accordance with milestone dates from Contractor's annual work plan and as approved by HSA. Reports will include a brief narrative of all accomplishments achieved for the reporting period. Reports must be submitted by the 20th of the following month in which a milestone is achieved.
2. Summarize and submit participant survey results after each training session and will provide a quarterly summary of survey results from all trainings provided during the quarter and year-to-date. Each report will also include the results for all applicable measures as listed in the Performance Outcomes section below.
3. Submit reports electronically to JTran@smcgov.org, or HSA designee.

C. Performance Measure Outcomes, Contractor will:

1. Agree to meet the following performance measures.
2. Track data and provide a report to County that includes data on the measures below.

Measure	Each Fiscal Year Target
Participant satisfaction on training (Overall satisfaction rating of good or better from training participants)	90%
Complete milestones on time (according to time line listed in the annual work plan approved by HSA)	90%

D. County will:

1. Have the option to modify or add related services to meet its program goals as agreed upon by both parties as long as it does not exceed the total obligation amount of this Agreement.
2. Have the option to modify performance measures and targets in writing. Additional data, reports and requirements may be requested. HSA will notify Contractor in advance writing of any modifications or additional requirements.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

A. Contractor will:

1. Invoice county upon completion of services based on the rates and milestones shown in the tables below. Invoice is due electronically to JTRan@smcgov.org, or designee, within 30 days of milestone completion. Due to the County's fiscal year-end close, invoices for milestones completed during the months prior to, or in the month of, June are due to the County by June 30th.

Milestones for FY 2021-22	Estimated Completion Date*	Amount
FY 2021-22 Training and Technical Assistance (TA) Plan Developed	November 30, 2021	\$5,000
Workshops/Trainings 1-3 Completed	March 31, 2022	\$20,000
Individualized TA Visits/Plans for Approx. 12 providers	May 31, 2022	\$33,000
Tailored Follow Up TA Support for Implementation of Agency TA Plans	June 30, 2022	\$23,000
Workshops/Trainings 4-6 Completed	June 30, 2022	\$20,000
On-Call TA/Policies/Other Materials	June 30, 2022	\$10,000
Total for FY 2021-22		\$111,000

Milestones for FY 2022-23	Estimated Completion Date*	Amount
FY 2022-23 Training and Technical Assistance (TA) Plan Developed	November 30, 2022	\$5,000
Workshops/Trainings 1-3 Completed	March 31, 2023	\$20,000
Individualized TA Visits/Plans for Approx. 12 providers	May 31, 2023	\$33,000
Tailored Follow Up TA Support for Implementation of Agency TA Plans	June 30, 2023	\$23,000
Workshops/Trainings 4-6 Completed	June 30, 2023	\$20,000
On-Call TA/Policies/Other Materials	June 30, 2023	\$10,000
Total for FY 2022-23		\$111,000

Milestones for FY 2023-24	Estimated Completion Date*	Amount
FY 2023-24 Training and Technical Assistance (TA) Plan Developed	November 30, 2023	\$5,000
Workshops/Trainings 1-3 Completed	March 31, 2024	\$20,000
Individualized TA Visits/Plans for Approximately 12 providers	May 31, 2024	\$33,000
Tailored Follow Up TA Support for Implementation of Agency TA Plans	June 30, 2024	\$23,000
Workshops/Trainings 4-6 Completed	June 30, 2024	\$20,000
On-Call TA/Policies/Other Materials	June 30, 2024	\$10,000
Total for FY 2023-24		\$111,000

*The estimated completion dates for all above tables are subject to change.

B. County:

1. Reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If the County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement and plan to confirm what steps will be taken to correct performance.
2. Has the option to adjust or modify milestone completion dates and rates to meet program goals as agreed upon by both parties in writing as long as it does not exceed the total Agreement obligation amount.
3. Has the option to adjust funding across fiscal years shown in the above tables, as agreed upon by both parties in writing so long as it does not exceed the total Agreement obligation amount of \$333,000.