

## COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Coalition of Homeless Services Providers

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(hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

### 1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**Provide:** management and coordination of various components of the County's homelessness response activities

### 2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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: \$629,000.00

### 3.0 TERM OF AGREEMENT:

**3.01** The term of this Agreement is from July 1, 2023 to June 30, 2024, 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.

### 4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B Other:** See page 11(a) for a list of Exhibits

## 5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

## 7.0 TERMINATION:

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys’ fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR’s performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. “CONTRACTOR’s performance” includes CONTRACTOR’s action or inaction and the action or inaction of CONTRACTOR’s officers, employees, agents and subcontractors.

## 9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County’s Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage’s, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A- VII, according to the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR’s duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Requestor must check the appropriate Automobile Insurance Threshold:**

Requestor must check the appropriate box.

**Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

**Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Workers’ Compensation Insurance:** if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer’s Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: any proposed modifications to these workers’ compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

**Professional Liability Insurance:** if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a “claims-made” basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage (“tail coverage”) with the same liability limits. Any such tail

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### **9.04 Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

**Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10.0 RECORDS AND CONFIDENTIALITY:**

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

## **11.0 NON-DISCRIMINATION:**

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

## 13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

## 14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Lori A. Medina, Director	Genevieve Lucas-Conwell, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	1942 Fremont Blvd. Seaside, CA 93955
Address	Address
831-755-4430	831-883-3080
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.



- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

## 17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

**17.2 Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

**17.3 Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

\*\*\*\*\* THIS SECTION INTENTIONALLY LEFT BLANK \*\*\*\*\*

18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By:

Contracts/Purchasing Officer

Date:

DocuSigned by:

By:

Department Head (if applicable)

Date:

6/30/2023 | 1:22 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By:

DocuSigned by:

Anne Brunton

44E083B3FBEE4

County Counsel

Date:

6/8/2023 | 8:56 PM PDT

Approved as to Fiscal Provisions

By:

DocuSigned by:

Patricia Ruiz

E79EF64E57A44

Auditor/Controller

Date:

6/9/2023 | 8:16 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By:

Risk Management

Date:

Coalition of Homeless Services Providers

Contractor/Business Name \*

By:

DocuSigned by:

Kurt Schake

92F06

(Signature of Chair, President, or Vice-President)

Date:

6/8/2023 | 10:57 AM PDT

Name and Title

By:

DocuSigned by:

Judy Cabrera

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date:

6/8/2023 | 2:04 PM PDT

Name and Title

County Board of Supervisors' Agreement No. \_\_\_\_\_ approved on \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

1 Approval by County Counsel is required

2 Approval by Auditor-Controller is required

3 Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## **LIST OF EXHIBITS**

### **Coalition of Homeless Services Providers**

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments
Exhibit G-1	Schedule of County Programs

## SCOPE OF SERVICES/PAYMENT PROVISIONS

## COALITION OF HOMELESS SERVICES PROVIDERS

- A. FUNDING AMOUNT** \$629,000.00
- B. CONTRACT TERM** July 1, 2023 to June 30, 2024
- C. CONTACT INFORMATION**
- County Contract Monitor: Monterey County Department of Social Services  
Alex Soltero, Management Analyst  
1000 S. Main Street, Suite 301 Salinas, CA 93901  
Phone: (831) 796-3584 Fax: (831) 755-8477  
[solteroa@co.monterey.ca.us](mailto:solteroa@co.monterey.ca.us)
- Contractor Information: Coalition of Homeless Services Providers  
Genevieve Lucas-Conwell, Executive Director  
1942 Fremont Blvd Seaside, CA 93955  
Phone: (831) 883-3080 Fax: (831) 883-3085  
[glucas-conwell@chsp.org](mailto:glucas-conwell@chsp.org)
- Location of Services: Coalition of Homeless Services Providers  
1942 Fremont Blvd Seaside, CA 93955  
Phone: (831) 883-3080 Fax: (831) 883-3085
- D. SUBAWARD INFORMATION:**  
CONTRACTOR UEI Number: E4FPKBV8Y9K4  
Date County Awarded Funding: July 1, 2023  
CFDA Passthrough Information and Dollar Amount: N/A  
Federal Award Description: N/A  
Research and Development: No  
Maximum Allowable Indirect Cost Rate: 10%
- E. BACKGROUND**  
The Coalition of Homeless Services Providers (CHSP) is a private, non-profit agency comprised of Member Agencies that provide services to persons experiencing homelessness in Monterey and San Benito Counties. The CHSP is the U.S. Department of Housing and Urban Development (HUD) designated Continuum of Care (CoC) Coordinator for CA-506 – Salinas/Monterey, San Benito Counties CoC. The purpose of this agreement is to provide funds to comply with the requirements of the CoC as outlined in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act. These requirements include several key functions including staffing the CoC Leadership Board, coordinating a regional strategic plan, maintaining a Homeless Management Information System (HMIS), managing the Coordinated Entry Program, ensuring a complete CoC application is submitted annually and that the Point-In-Time Count is conducted as required by HUD.
- F. DESCRIPTION OF SERVICES**  
It is acknowledged that funding under this agreement will only cover a portion of the services necessary to complete these functions, however it is expected that additional funding sources will

## SCOPE OF SERVICES/PAYMENT PROVISIONS

be used to leverage the core infrastructure this agreement establishes to perform services and fund staff, and all things otherwise necessary for or incidental to the performance of work, as set forth below:

- F.1 CONTINUUM OF CARE COLLABORATIVE APPLICANT ACTIVITIES:  
CONTRACTOR shall perform systems planning work, preparation, and submission of the annual application for CoC Program Funds to HUD and ensure the submission of the CoC application meets all HUD requirements including completion of the biennial Point-In-Time (PIT) Count.
- F.1.1 Convene the recruitment, seating and convening of a rank and review panel and appeals panel, and staff bidders conference(s), and support the management of FAQs from applicants.
  - F.1.2 Coordinate and provide technical assistance to current and interested CoC Consolidated Application applicants including discussion of application strategies and timelines for submittal.
  - F.1.3 Notify service providers and the public of the release of the CoC Consolidated Application and other CoC-related funding streams. Prepare and submit a public notice to local newspapers notifying the public of the process.
  - F.1.4 Develop and refine the local application in consideration of scoring criteria to ensure elements of the application are met and support the rank and review panel and appeals process as needed.
  - F.1.5 Issue the local rating and ranking list and collaborate with partners to manage the submission of the Consolidated Application.
  - F.1.6 Develop and submit the CoC Consolidated Application and applicant agency project applications to HUD as the CoC designated Collaborative Applicant by the established deadline.
  - F.1.7 Provide staff support to the annual CoC Application to HUD under the direction of the CoC Leadership Board. Prepare Review & Ranking Panel funding priority recommendations for presentation to the CoC Leadership Board for approval.
  - F.1.8 Provide a detailed summary of the CoC's compliance with CoC mandates and HUD requirements in the form of a presentation to the CoC Leadership Board following the completion of the Consolidated Application submission and award.
  - F.1.9 Convene and organize all activities associated with the completion of the biennial Point-In-Time (PIT) Count and annual sheltered Housing Inventory Count (HIC).
  - F.1.10 Utilize PIT and HIC data to develop county-wide unmet bed needs and gaps analysis as required by HUD.
  - F.1.11 Provide staff support to the planning efforts for the PIT Count required by HUD, coordinating with the CoC Leadership Board and convened workgroup to oversees any third-party entities selected and retained to facilitate the PIT for management consulting and research firm conducting the data analysis and evaluation of PIT Count results.
  - F.1.12 Support the CoC Leadership Board in reviewing, formally approving, and publicly releasing the PIT Count results in the form of a formal presentation to the Monterey County Board of Supervisors and with a infographic summary and final report.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.2 CONTINUUM OF CARE BOARD ACTIVITIES: CONTRACTOR shall coordinate the CoC Leadership Board and identified sub-committees herein to ensure compliance with Federal requirements, including the CoC Board’s roles, responsibilities, and oversight under HUD’s Rule. Assist in the preparation and implementation of the CoC Leadership Board, identified sub-committees, and workgroup materials.
- F.2.1 Convene the CoC Leadership Board, with a minimum of 6 meetings per year, and additional meetings as needed and scheduled by the CoC Leadership Board.
  - F.2.2 Staff CoC committees and work groups, maintain minutes, prepare agendas under the direction of the chair or co-chairs, and prepare meeting materials with sufficient noticing. Solicit member participation and maintain membership lists with contact information made available to COUNTY and CoC Leadership Board.
  - F.2.3 Facilitate the development of annual action plans under the direction of the CoC Leadership Board and sub-committees with established measures to track progress of work plan activities, and report to the CoC Leadership Board and the COUNTY bi-monthly on progress. Establish annual implementation priorities to ensure immediate and relevant tasks are accomplished and adjust work plans accordingly.
  - F.2.4 Provide staff support for scheduling and agenda setting of CoC community meetings with the full membership. Maintain CoC membership lists with contact information made available to COUNTY and CoC Leadership Board upon request.
  - F.2.5 Promote transparency, accountability, and stakeholder engagement in all CoC-related activities, to facilitate the sharing of information and inclusion of input from the community.
  - F.2.6 Make available all dates, meeting locations or links to virtual meetings, and drafts of meeting materials and agendas for all committee/subcommittee meetings by posting them on the CHSP website and distributing to committee members. Maintain records of all related materials to be made available to COUNTY at contract closeout.
  - F.2.7 Convene, facilitate and prepare materials for CoC membership meetings, open to all interested stakeholders in Monterey County, to promote the work of the CoC, to present policy issues needing advocacy, and to collect feedback on the priorities and activities of the CoC for the CoC Leadership Board.
  - F.2.8 Ensure that all policies adopted by the CoC regarding public participation shall ensure that people currently experiencing homelessness have access to, and participation in, the decision-making process
  - F.2.9 Publish communications and provide updates and materials to the CoC Leadership Board, referenced committees, and workgroups, and schedule presentations as needed for the CoC Leadership Board to receive information and make informed policy decisions. Maintain records of communications for review by COUNTY at the close of this contract.
  - F.2.10 Provide a written summary to the COUNTY at the close of this contract outlining how the CoC Leadership Board, its Sub-Committees and CONTRACTOR staff helped meet CoC obligations during the contract term.
- F.3 COORDINATED ENTRY SYSTEM MANAGEMENT: CONTRACTOR shall manage and maintain compliance of the Coordinated Entry System (CES), known locally as

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- Coordinated Assessment and Referral System (CARS) including administration and maintenance of the CARS Master List and management of referrals to receiving programs.
- F.3.1 Maintain operations of a CES that ensures that all people experiencing a housing crisis have fair and equal access and are quickly identified, assessed, referred, and connected to housing and assistance based on their strengths and needs. *See HUD Interim Rule and Notice CPD-17-01.*
- F.3.2 Administer the CARS Master List and referrals to receiving programs and engage with community partners to participate in the CES as a referring entity and/or receiving program.
- F.3.3 Ensure all policies, operations, and performance of the CES are consistent with approved principals, policies, and standards; fair and transparent; racially and ethnically equitable; compliant with funding regulations; and meeting performance benchmarks.
- F.3.4 Fulfill CoC regulatory responsibilities for the CES, which includes reviewing policy and procedures and establishing participation expectations, and data collection, quality, and sharing protocols.
- F.3.5 Convene the related subcommittee(s) with appropriate representation from users of the CES, CoC Leadership Board, County and City departments, nonprofit service providers, community-wide partners, people with lived experience of homelessness, and experts in housing crisis systems or related expertise.
- F.3.6 Coordinate and conduct an annual CES evaluation, as required by HUD, and resolve any findings of evaluation.
- F.3.7 Manage training needs across the homeless service provider network and other partners to ensure accurate and meaningful data collection and provide technical assistance to CES mandated organizations.
- F.4 **HOMELESS MANAGEMENT INFORMATION SYSTEM: CONTRACTOR** shall be responsible for designating and operating a Homeless Management Information System (HMIS), that complies with all requirements established by HUD, as well as with State and local funding requirements.
- F.4.1 Coordinate and manage an HMIS system which is a database developed to capture information for all individuals who are served by CoC funding from HUD as well as other by state and local funding, as required by legislation, to ensure coordinated services and access to housing.
- F.4.2 Ensure full compliance with AB 977 with respect to all members participating in CDSS programs and projects that require client data to be entered and tracked in HMIS.
- F.4.3 Serve as the administrative HMIS lead and make decisions about HMIS management and administration, including but not limited to ensuring participation of provider agencies, evaluating HMIS performance for compliance and functionality, and analyzing existing HMIS policies and procedures. *See HUD Interim Rule, Notice CPD-17-01 and 24 CFR 578.7(b).*
- F.4.4 Maintain staff to support and ensure compliant HMIS End User Agreements and policies including data quality, security, participation, and customization, as well as all other requirements articulated in HUD regulations and formal guidance related to local HMIS management and performance.
- F.4.5 Purchase, distribute and manage HMIS license allocations and access controls which ensure client privacy, security, and confidentiality is maintained.



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- F.4.6 Assist with required reporting configurations, including but not limited to, HIC/PIT, CAPER, APR, Systems Performance Measures, Longitudinal Systems Analysis.
- F.4.7 Conduct all aspects of New User trainings, HMIS Oversight Committee (leadership arm of HMIS program), Data Quality trainings, Advanced Reporting Tool (ART) trainings, HMIS Administrator trainings for HMIS End Users, Agency Admins and Agency Security Officers and provide ongoing technical support.
- F.4.8 Run HUD Universal Data Elements, Data Incongruities Reports, and other data quality reports as required by Federal and State partners.
- F.4.9 Lead HMIS activities, including coordination with any HMIS consultants, and provide technical assistance to member agencies and other contributory HMIS organizations to ensure necessary training, accurate data entry and homeless reports.
- F.4.10 Lead CoC efforts in developing an ongoing, vibrant HMIS Quality Assurance Plan toward becoming a HUD “High Performing CoC.”
- F.4.11 Work collaboratively with the Leadership board and the full CoC membership and users of the HMIS with implementation of updates and improvements, communicating changes to the system and ensuring that the full membership and HMIS users are fully aligned with HMIS requirements.
- F.4.12 Work collaboratively with the State and CoC membership to comply with Homeless Data Information System (HDIS) data submission and engagement requirements.
- F.4.13 In consultation with the Leadership board, ensure operation, and implement modifications as needed, to meet program reporting and system analysis needs.
- F.4.14 Convene and provide staff support to related CoC Leadership board subcommittees including facilitating review of data quality reports, ensuring compliance with Federal requirements, and providing staff support to the CoC Leadership board so that it may conduct an annual review of the HMIS’s performance and functionality.
- F.5 LEAD ME HOME PLAN ACTIVITIES & COORDINATED HOMELESS RESPONSE: CONTRACTOR shall provide support and advocacy for activities and objectives as outlined in the Lead Me Home, 5-Year Plan to Reduce Homelessness.
  - F.5.1 Ensure all services and communications to both the community and service partners are delivered in a low-barrier, trauma informed, and culturally considerate manner, in English and Spanish at minimum, and efforts to accommodate additional languages, when necessary, as mandated by HUD and other state and local regulations.
  - F.5.2 Serve as a central contact on behalf of the homeless service provider coalition members and support coordination of community communication, service provider response and engagement, ensuring public access and phone accessibility during regular business hours.
  - F.5.3 Serve as the lead in community coordination efforts that support the development and implementation of the Lead Me Home 5-Year Plan to Reduce Homelessness objectives and provide support and advocacy for achieving the goals and strategies outlined in the plan. *See 24 CFR 578.7(c).*

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- F.5.4 Coordinate with consulting partners, as needed, to continue the implementation of the Plan and seek other resources to ensure the adopted Plan is implemented and revised as homeless conditions and population needs change.
- F.5.5 Lead the CoC in seeking other resources to ensure that adequate housing and supportive services can be provided at every stage in the homeless service system and beyond, as relevant to Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act regulations.
- F.5.6 Serve as, or identify and appoint a designee to serve as, the primary contact for calls from elected county officials and local jurisdictions within the county regarding outreach to homeless encampments.
- F.5.6.a CONTRACTOR shall notify the provider network of the encampment situation and arrange for response within 48 hours after receiving a request for assistance. It is understood that CONTRACTOR is not a direct services provider and serves as a coordinating body for independent homeless service providing organizations.
- F.5.6.b CONTRACTOR shall convene providers and jurisdictions at least quarterly to develop and maintain an encampment outreach strategy within the constraints of provider capacity. Adequate performance of this section shall be determined by timely notice to the provider network of requests for encampment outreach and the convening of quarterly encampment outreach strategy meetings.
- F.5.6.c Contractor shall maintain a database that tracks homeless encampments throughout the county and will work with outreach partners, local jurisdictions, and County departments in collecting and sharing such data inter-organizationally.
- F.5.7 CONTRACTOR shall perform tasks to support an inclement weather plan and policy developed in collaboration with the COUNTY. During the winter months, set from November 1 to March 31. Prior to inclement weather season, the CONTRACTOR shall develop and update as required the “Inclement Weather Chart: Shelter Facilities/Food/ Vouchers Capacity and Potential Expansion” (included in the Inclement Weather Plan) identifying current emergency shelter capacities.
- F.5.7.a CONTRACTOR shall develop and publish inclement weather (IW) policies and procedures to inform the local service provider network about agency and network Inclement Weather planning, preparation, and response activities prior to, and regularly during, inclement weather season.
- F.5.7.b CONTRACTOR shall ensure IW policies are developed and reviewed in coordination with the COUNTY
- F.5.7.c CONTRACTOR shall contact providers on the chart to determine if the information is still current, and update information if capacity noted has expanded or contracted. COUNTY funded shelters are contractually required to temporarily expand capacity during Inclement Weather events.

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

- F.5.7.d CONTRACTOR shall e-mail the chart to the CONTRACTOR’S member agencies, the 2-1-1 Program Manager (United Way Monterey County) and to COUNTY staff.
- F.5.7.e CONTRACTOR shall work collaboratively with local jurisdictions and partners, including the COUNTY, to actively research and contact potential facilities throughout the County which can be opened as temporary emergency shelters during inclement weather periods.
- F.5.7.f CONTRACTOR shall monitor official weather alerts to facilitate timely notification of the service provider network.
- F.5.7.g CONTRACTOR shall convene coordination meetings in the event of a local emergency declaration.
- F.5.8 CONTRACTOR shall maintain a network of agencies which work with property owners. This network shall include nonprofits, private organizations, and the community at-large. The goal shall be to increase availability of housing units for individuals and families experiencing homelessness and who are at very low-income levels. Adequate performance of this measure shall be based on the number of agencies in the network, completed outreach and education events, and number of initiatives leading to the goal. CONTRACTOR shall conduct, at a minimum, one annual outreach event.
- F.5.9 Identify systems gaps and actively pursue projects and funding to fill needs.

**G. TRAVEL/MILEAGE REIMBURSEMENT**

- G.1 County and CONTRACTOR agree that CONTRACTOR 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 [Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc \(monterey.ca.us\)](#). 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](http://www.irs.gov).

**H. REPORTING**

- H.1 CONTRACTOR shall submit a quarterly report of activities addressing performance of activities as outlined in Section F: Description of Services to the County Contract Monitor listed in Section C: Contact Information.
- H.2 Reports should be no more than five total pages and include updates on each of the core components of this agreement: CoC collaborative applicant activities, CoC board activities, coordinated entry system management, homeless management information system, and Lead Me Home Plan activities & coordinated homeless response.
- H.3 These reports are due:
  - H.3.1 October 10, 2023 for the period of July 1, 2023 to September 30, 2023
  - H.3.2 January 10, 2024 for the period of October 1, 2023 to December 31, 2023
  - H.3.3 April 10, 2024 for the period of January 1, 2024 to March 31, 2024
  - H.3.4 July 10, 2024 for the period of April 1, 2024 to June 30, 2024
- H.4 CONTRACTOR shall participate in contract monitoring conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery and

## SCOPE OF SERVICES/PAYMENT PROVISIONS

may include an on-site visit. Completion of this measure shall be documented through issuance of a contract monitoring report.

**I. PAYMENT PROVISIONS**

- I.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, Section I, PAYMENT BY COUNTY, of this Agreement.  
The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2023 through June 30, 2024 shall not exceed **six hundred twenty-nine thousand dollars and zero cents (\$629,000.00)**.
- I.2 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed no later than 15 days after the end of each month on the form set forth in **Exhibit D**. The final invoice will be due no later than July 15, 2024.
- I.3 All original signed invoices shall be submitted to the County Contract Monitor including all appropriate back-up documentation to support expenses submitted.

*(End of Exhibit A)*

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (15<sup>th</sup>) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

**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 15<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 15<sup>th</sup>. 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 C**. Only the costs listed in **Exhibit C** 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 C**, must follow the Monterey County Auditor/Controller's Travel Policy [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/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](http://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 A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, 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

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

**EXHIBIT B**

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 **Genevieve Lucas-Conwell** 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.

**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.

July 1, 2023 - June 30, 2024

## Agency Name Coalition of Homeless Services Providers

Expense Categories	Homeless Service Coordination	Total Budget
	\$629,000.00	\$629,000.00
Personnel	\$ 390,000.00	\$ 390,000.00
HMIS	\$ 60,000.00	\$ 60,000.00
Occupancy	\$ 30,000.00	\$ 30,000.00
Equipment	\$ 5,000.00	\$ 5,000.00
Insurance	\$ 15,000.00	\$ 15,000.00
Audit	\$ 37,000.00	\$ 37,000.00
Supplies	\$ 10,000.00	\$ 10,000.00
Utilities	\$ 13,000.00	\$ 13,000.00
Mileage Reimbursement	\$ 4,000.00	\$ 4,000.00
Professional Services	\$ 25,000.00	\$ 25,000.00
Software	\$ 40,000.00	\$ 40,000.00
	\$ -	\$ -
Program Total	\$ 629,000.00	\$ 629,000.00

## Budget Narrative

Expense Category	Line Item narrative
Personnel	10 out of 14 staff will be supported through the CAP contract. Linked is the 24 CFR 578 regulation pertaining to the staffs responsibilities as it pertains to Code Regulations : - 50% FTE Executive Director - 24 CFR 578.7(a), - 50% FTE Director of Operations - 24 CFR 578.7(a) - 50% FTE Finance & Payroll Analyst - 24 CFR 578.7(a) - 35% FTE Grants Manager - 24 CFR 578.1(b)(2) - 50% FTE Grants Coordinator - 24 CFR 578.1(b)(2) - 39% FTE CARS Manager - 24 CFR 578.7(a)(8) - 40% FTE CARS Coordinator - 24 CFR 578.7(a)(8) - 50% FTE HMIS System Administrator - 24 CFR 578.7(b) - 50% FTE Office Coordinator - 24 CFR 578.7(a)
HMIS	This line item will directly support to operate the Homeless Management Information System (HMIS) as defined by 24 CFR 578.7(b). This supports the implementation of the platform/program in which HMIS is operated on. The annual cost for the vendor contract, Wellsky, is \$124,415. The CAP contract will support 48% of the contract, which will support the program platform and 4 CHSP HMIS licenses
Occupancy	The annual cost for "Occupancy" is \$50,000, with the CAP contract supports 60% of the rent for the office. Occupancy refers to the monthly rent for CHSP. This allows for the support of personnel to accomplish CoC responsibilities as listed on 24 CFR 578. Please note that due to the limitations of federal funding, few contracts support occupancy.
Equipment	The annual cost for "Equipment" for CHSP is \$6,800. The CAP Contract will support 73% of the annual cost to support the lease of the copy machine. The copy machine is regularly used to operate scopes of responsibilities in 24 CFR 578.7(a) such as CARS, HMIS and Grant Administration
Insurance	The annual cost for "Insurance" is \$25,000. The CAP contract will support 60% of insurance costs. CHSP contracts with Non-Profit Insurance Alliance to support with: - Agency liability, errors, omission, and automobile insurance. Please note that due to the limitations of federal funding, few contracts support Insurance for the agency.
Audit	The annual cost for CHSP's annual "Audit" is \$42,000. The CAP contract will support 88% of the annual cost to support the agencies regular audit. This will directly support the requirement as listed in 24 CFR 578.99(g). Please note that due to the limitations of federal funding, few contracts support audit expenses.
Supplies	The annual cost for "Supplies" is \$16,000. The CAP contract will support 62.5% of the annual cost to support meeting supplies, training supplies, printing & postage. This line item supports staff with a variety of daily activities through HMIS, CARS & Grants Administration.
Utilities	The annual cost for "Utilities" is \$30,000. The CAP contract will support 48% of the annual cost to support telephone, internet, trash, water, and additional building maintenance.
Mileage Reimbursement	The annual cost for "Mileage Reimbursement" is \$4,000. The CAP contract will support 100% of annual costs. This item supports the administration of grants by supporting in-person trainings, technical assistance, as well as on-site monitorings (24 CFR 578.101(b)). Reimbursement to comply with IRS guidelines.
Professional Services	The annual cost for "Professional Services" is \$430,000. The CAP contract will support 18.2% of the annual cost by supporting: - 50% of the contract with CHSP's Finance Controller. The CHSP Finance Controller ensures good controls are in place for pass through funding, supports with the audit, month-to-end close, annual budgeting, and more.
Software	The annual cost for "Softwares" is \$50,000. The CAP contract will support 80% of the annual cost by supporting CHSP's HR payroll, timemanagement & HR platform, Insperity, as well as CHSP's grants management platform, Submittable. Insperity's function is imperative to the daily operations of CHSP. Submittable directly supports the ability to perform the duties of disbursing state and federal funds as

Funding Source: County General and HHAP-3



**EXHIBIT E**

**Health Insurance Portability & Accountability Act (HIPAA) Certification**

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

**I. DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

**II. CONFIDENTIALITY REQUIREMENTS**

**EXHIBIT E**

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
  - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
  - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
    - (A) the disclosure is required by law; or
    - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
  - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure



**EXHIBIT E**

COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

**III. AVAILABILITY OF PHI**

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

**IV. TERMINATION**

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

**V. MISCELLANEOUS**

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

**EXHIBIT E**

comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

**CONTRACTOR:** Coalition of Homeless Services Providers

DocuSigned by:  
By: *Kurt Schake*  
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Title: Board President

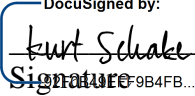
Date: 6/8/2023 | 10:57 AM PDT

**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<p>DocuSigned by:            Signature</p>	<p>Board President          Title</p>
<p>Coalition of Homeless Services Providers          Agency/Organization</p>	<p>6/8/2023   10:57 AM PDT          Date</p>

**EXHIBIT G**

**AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS**

**I. CPA Audit on Termination:**

**1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

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

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

**1.02 Audit Submission /Fiscal Year-end**

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

**1.03 Audit Format**

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

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

**-OR-**

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

**-OR-**

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

**All Audits must include the following information within their audit:**

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

**EXHIBIT G**

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

**1.04 Payment for Audit**

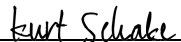
CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

**II. Contractor Records**

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR’s books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR’s records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

**III. Recovery of Overpayments:** If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:  
  
 \_\_\_\_\_  
 (signature of authorized representative)

6/8/2023 | 10:57 AM PDT  
 \_\_\_\_\_  
 (date)

**EXHIBIT G-1**

**COALITION OF HOMELESS SERVICES PROVIDERS  
SCHEDULE OF COUNTY PROGRAMS  
FISCAL YEARS**

<u>Program Name</u>	<u>County Dept.</u>	<u>Contract No.</u>	<u>CFDA #</u>	<u>Contract Period</u>	<u>Expenditures</u>		<u>Amount Received from County</u>		<u>Identify Source of Funding for the Expenditures</u>			
					<u>Contract Amount</u>	<u>Contract Life- to- Date</u>	<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>	<u>Federal</u>	<u>Other Funds</u>	<u>Cash Match</u>	<u>In Kind Match</u>

**MONTEREY COUNTY BOARD OF SUPERVISORS**

**Legistar Title:** Coalition of Homeless Services Providers

**DATE:** TBD - **CONSENT**

**TITLE/RECOMMENDATION:**

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Coalition of Homeless Services Providers for coordination and management of components of Monterey County's homelessness response services, effective July 1, 2023 through June 30, 2024 in the amount of \$629,000; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three amendments where the total amendments do not exceed 10% (\$62,900) of the original contract amount and do not significantly change the scope of work, not to exceed maximum of \$691,900.

**SUMMARY/DISCUSSION:**

The Coalition of Homeless Services Providers (CHSP) is a private, non-profit agency with a mission to promote interagency coordination, stimulate community-wide planning and coordinate programs for individuals and families who are homeless. CHSP is Monterey County's designated Continuum of Care (CoC) Coordinator and lead agency for many of the county's efforts to combat homelessness. This agreement funds and sustains the capacity of CHSP to provide the functions below:

- Administration of the Coordinated Assessment and Referral System (CARS), including staff to sustain and support the data system and manage training needs across the homeless service provider network to manage the CARS Master List.
- Support and advocacy for development of affordable housing, providing staff support and guidance to the Lead Me Home Leadership Council, the governing collective for the Five-Year Plan to Reduce Homelessness.
- Coordination of the Continuum of Care (Co), which positions CHSP as the primary entity responsible for developing and submitting the consolidated CoC application and agency project applications to the Department of Housing and Urban Development. This process draws down approximately \$2 million in funding that supports many existing homeless service programs. This process and funding are vital to maintain operational services for persons experiencing homelessness in Monterey County.
- Supporting the Inclement Weather Plan, including collecting and notifying local service providers with important resource information during the inclement weather season when conditions impose an increased risk of hypothermia to homeless residents.
- Serving as the lead agency for the Homeless Management Information System (HMIS), including administering the contract with approved HMIS software vendors, providing technical support to end users, and management of day-to-day operations.

**OTHER AGENCY INVOLVEMENT:**

The Office of County Counsel has reviewed and approved the Agreements as to form, as has the Auditor-Controller's Office as to financial provisions.

**FINANCING:**

This agreement is funded with Homeless Housing, Assistance and Prevention (HHAP) funds. Sufficient revenues and estimated expenses are included in the SOC005 FY 2023-24 Recommended Budget.

**BOARD OF SUPERVISORS STRATEGIC INITIATIVES:**

This agreement correlates to the Health & Human Services and Administration Strategic Initiatives adopted by the Board of Supervisors by working towards the goals of the Lead Me Home 5-Year Plan to Reduce Homelessness by coordinating services to individuals and families experiencing homelessness.

Check the related Board of Supervisors Strategic Initiatives:

Economic Development

Administration

Health & Human Services

Infrastructure

Public Safety

Prepared by: Denise Vienne, MAII, X 4484

Approved by: Lori A. Medina, Director. x4430

Attachment: Agreement

Proposed agreement is on file with Clerk of the Board as an attachment to this Board Report.





**b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?**

CHSP is the agency designated as the Continuum of Care (CoC) Coordinator for Monterey County as set by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act and administered by the U.S. Department of Housing and Urban Development. The CHSP carries out the work of the CoC as directed by the CoC board, known as the Leadership Council. The CHSP has also been designated as the Homeless Management Information System (HMIS) Lead, Coordinated Entry System (CES) operator, CoC Administrative Entity, and the CoC Collaborative Applicant making this organization the central local nonprofit agency that coordinates the work of homeless providers throughout Monterey and San Benito counties.

**c) Why are these specific features/qualifications required?**

The Purpose of the agreement is to fund the oversight and operations of CoC including staff necessary to conduct administrative tasks, oversee the Coordinated Assessment and Referral System (locally known as CARS), lead and advocate for the activities related to the 5-year plan to reduce homeless, and serve as the lead agency for the Homeless Management Information System. As the designated CoC coordinator, CHSP is the only agency able to complete these functions in alignment with the federal Department of Housing and Urban Development (HUD) requirements.

**d) What other products/services have been examined and/or rejected?**

No other services have been considered due to the unique capacity and designation of CHSP within the County. Contracting with CHSP and their provider network is cost effective for this project.

**e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?**

CHSP is Monterey County's designated Continuum of Care (CoC) Coordinator and lead agency for many of the county's efforts to address homelessness. Their unique position and ability to coordinate the resources within their provider network for Monterey County cannot be duplicated.

**f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?**

Due to their unique position as CoC Coordinator, CHSP is the only provider able to coordinate the multitude of federal and state mandated functions related to information management and coordination for homeless services and resources within a designated CoC region.

**g) Estimated Costs:**

For coordination and services starting July 1, 2023 through June 30, 2024, costs are \$629,000.00

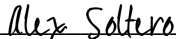
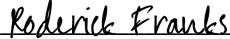



**4. Is there an unusual or compelling urgency associated with this project?**

- No
- Yes (Please describe)

**THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR**

I hereby certify that:

1. I am an approved department representative and am aware of the County’s requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County’s criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor’s protest.

<p>DocuSigned by:            Requestor Name &amp; Signature, Alex Soltero MAII</p>	<p>5/25/2023   2:32 PM PDT          _____          Date</p>
<p>DocuSigned by:            Branch Deputy Director Signature</p>	<p>5/26/2023   9:12 AM PDT          _____          Date</p>
<p>DocuSigned by:            Finance Manager III, Administrative Services Branch</p>	<p>5/31/2023   5:26 PM PDT          _____          Date</p>
<p>DocuSigned by:            Director, Department of Social Services</p>	<p>6/1/2023   10:47 AM PDT          _____          Date</p>
<p>DocuSigned by:            Monterey County Contracts/ Purchasing Officer</p>	<p>6/1/2023   11:26 AM PDT          _____          Date</p>



# Monterey County Board of Supervisors

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

### Agreement No.: A-16404

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Coalition of Homeless Services Providers for coordination and management of components of Monterey County's homelessness response services, effective July 1, 2023 through June 30, 2024 in the amount of \$629,000; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three amendments where the total amendments do not exceed 10% (\$62,900) of the original contract amount and do not significantly change the scope of work, not to exceed maximum of \$691,900.

PASSED AND ADOPTED on this 27<sup>th</sup> day of June 2023, 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 June 27, 2023.

Dated: June 28, 2023

File ID: A 23-272

Agenda Item No.: 66

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

Emmanuel H. Santos, Deputy