

COUNTY OF MONTEREY
Amendment #2 to Agreement #5010-288
Step Up on Second St., Inc

This Amendment #2 to Agreement #5010-288 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Step Up on Second St., Inc (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement to provide permanent supportive housing services for Homekey Sites operated by the Cities of Salinas and King for the period of March 1, 2023 – June 30, 2025 for a contract total of \$1,600,000.00 (hereinafter “Original Agreement”)

WHEREAS, The parties amended the Agreement via Amendment #1 to add \$45,000.00 in pass through funding to the City of King to support the city’s Interim Salinas Riverbed Area Homeless Strategy for a new contract total of \$1,645,000.00 with no change to the contract term.

WHEREAS, The parties wish to amend the agreement via Amendment #2 to **expand the King City Homekey scope of work to include the city’s Interim Salinas Riverbed Area Homeless Strategy and add \$100,000.00 of ARPA funding** for a new total contract amount of **\$1,745,000.00** with no change to the contract term.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement and Amendment #1, except as specifically set forth below.

1. **Section 2.0, “PAYMENT PROVISIONS”** is amended to read as follows:
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A-1 and AAA-2**, 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 **\$1,745,000.00**.
2. **Exhibit AAA-2** reflects the addition of \$100,000.00 of ARPA funding for a total of \$495,000.00 for King City projects and includes references to support King City’s Interim Salinas Riverbed Area Homeless Strategy implemented to provide emergency homeless interventions until the Homekey project is operational.
3. **Exhibit BBB** replaces Exhibit BB references the new **Exhibit AAA-2, CCC-2, DDD-2 and DDD-2A**
4. **Exhibit CCC-2** reflects the addition of \$100,000.00 of ARPA funding and new King City Homekey budget total of \$495,000.00
5. **Exhibit DDD-2** reflects the demarcation of two program operations under this agreement – Interim Salinas Riverbed Area Homeless Strategy and the King City Homekey Project.
6. **Exhibit DDD-2A** is added to reflect the addition of \$100,000.00 of ARPA funding.

- 7. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #2 and shall continue in full force and effect as set forth in the original Agreement and Amendment #1.
- 8. A copy of this Amendment #2 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

By: _____
 Lori A. Medina
 DSS Director

Date: _____

CONTRACTOR:

DocuSigned by:
 By: Tod Lipka
 C2DFB43A0947482...
 (Chair, President, Vice-President)

Tod Lipka, President

 (Print Name & Title)

Date: 3/4/2024 | 3:58 PM PST

DocuSigned by:
 By: Alan Darby
 DB195BB9F84B423...
 (Secretary, CFO, Treasurer)

Alan Darby

 (Print Name and Title)

Date: 3/5/2024 | 8:51 AM PST

Approved as to Form:

DocuSigned by:
[Signature]
 07025F3AA36B4A4...
 Deputy County Counsel

Date: 3/8/2024 | 9:12 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
 487E657875454AE
 Auditor Controller's Office

Date: 3/8/2024 | 2:55 PM PST

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available through three Homekey motel conversions in the City of Salinas and one in the City of King. California Department of Housing and Community Development (HCD), the City of Salinas, and Shangri-La Industries contributed to the acquisition, rehabilitation, and operation of three Homekey motel conversions, which include Goodnight Inn located at 545 Work St, Salinas, CA 93901; the Sanborn Inn located at 180 S. Sanborn Rd, Salinas, CA 93905; the Salinas Inn located at 1030 Fairview Ave, Salinas, CA 93905; and the Days Inn at 1130 Broadway St, King City, CA 93930.

F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- F.1 CONTRACTOR shall provide daily management of the permanent supportive housing (PSH) sites and supportive services for, and monitoring of, clients/tenants associated with project Homekey motel conversions located in the City of King.
- F.2 CONTRACTOR shall provide low-barrier access to "screen in" individuals seeking permanent supportive housing. Referrals are provided through the local CoC's Coordinated Entry System.
- F.3 CONTRACTOR shall embrace a Housing First and person-centered approach to case management utilizing the most updated evidence-based practices such as harm reduction and trauma informed care
- F.4 CONTRACTOR will provide the following services including, but not limited to: case management, physical health services, behavioral/mental health services, assistance obtaining basic benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life skills activities, rehabilitations, emotional skills building.
- F.5 CONTRACTOR shall assist the clients in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required for the individual to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.
- F.6 CONTRACTOR shall match the level of services to the identified needs of individual tenants to both mitigate harm and support each tenant's success toward reaching their individualized goals.
- F.7 CONTRACTOR shall ensure case managers provide the stability of the daily on-site tenant support and services and facilitate tenant referrals to off-site services, such as health care.
- F.8 CONTRACTOR shall assist tenants with transportation to access off-site services and activities.
- F.9 CONTRACTOR shall ensure connections and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate additional support to assess eligibility and access available services needed.
- F.10 CONTRACTOR shall direct \$45,000.00 of County pass-through funding to the City of King to support the Interim Salinas Riverbed Area Homeless Strategy established to help facilitate an effective transition to the future permanent supportive housing project (King City Homekey) which has been delayed until October 2023.
- F.11 **CONTRACTOR shall support the King City Interim Salinas Riverbed Area Homeless Strategy with staff support using a portion of the funds intended for the**

SCOPE OF SERVICES/PAYMENT PROVISIONS

PSH program and additional ARPA funding provided due to extended unforeseeable delays in opening the PSH program.

- F.12 **CONTRACTOR shall direct \$100,000.00 of County pass-through funding to the City of King to support the Interim Salinas Riverbed Area Homeless Strategy established to help facilitate an effective transition to the future permanent supportive housing project (King City Homekey) which has been delayed until July 2024.**

G. SERVICE GOALS

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

- G.1 Manage the studio units at the King City Homekey sites and provide permanent supportive housing services for tenants.
- G.2 Utilize the Homeless Management Information System (HMIS) to track tenants enrolled into the program.
- G.2.1 **This emergency program will establish a separate HMIS project ID from the Homekey operation in order to capture and demarcate the transition from emergency support to permanent supportive housing.**
- G.3 Utilize internal data management system to track individual case notes, living plans, and goals met.
- G.4 Residential Stability: 90% of tenants will maintain permanent housing by one year after placement.
- G.5 Increased Skills and/or Income: Tenants gain job-related skills, participate in job-related training and/or education, gain stipend part-time or full-time supported. 80% of tenants will obtain and maintain basic benefits. And all tenants will increase their ability to live independently based on individualized key factors (such as, job skills, employment, independent living, hygiene, grocery, health).
- G.6 Greater Self- Determination: Tenants will gain daily living skills and ability to plan and advocate for themselves to maximize independence and self-sufficiency (see examples in cell comments to the right). Tenants will experience a documentable 25% reduction in the level of support needed by service team within one year.
- G.7 Harm reduction: CONTRACTOR will introduce, promote, and document harm reduction practices with tenants. Tenants gain skills to reduce the harms associated with certain behaviors.

H. CONTRACTOR RESPONSIBILITIES

- H.1 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track Homeless Housing, Assistance and Prevention (HHAP) funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
- H.1.1 **This emergency program will establish a separate HMIS project ID from the Homekey operation in order to capture and demarcate the transition from emergency support to permanent supportive housing.**
- H.2 CONTRACTOR shall participate in and provide data elements to, including, but not limited to, health information, the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in a manner

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consistent with federal law and in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

- H.3 CONTRACTOR shall ensure that services are provided in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with HHAP funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
- H.4 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.
- H.5 CONTRACTOR shall comply with HUD requirements if HUD vouchers are applied to the project.
- H.6 CONTRACTOR shall ensure that CDC guidelines regarding COVID-19 safety protocols are adhered to and obtain and utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and clients as needed.
- H.7 CONTRACTOR shall participate in annual monitoring activities conducted by County staff and may include State HHAP program representatives. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will review fiscal integrity, customer service, program management, and data collection & reporting. In accordance with this contract's signed Health Insurance Portability & Accountability Act (HIPPA) agreement (**Exhibit E**), CONTRACTOR shall make client files available to authorized County staff and State of California HHAP program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.

I. REPORTING INSTRUCTIONS & SUBMISSION

- I.1 CONTRACTOR shall submit quarterly reports **which include an HMIS CAPER report**, a short narrative of program outcomes and impact for the period.
- I.2 CONTRACTOR shall submit Quarterly reports by the following deadlines
 - I.2.1 Due April 15, 2023: Q1 January 1, 2023 through March 31, 2023.
 - I.2.2 Due July 15, 2023: Q2 April 1, 2023 through June 30, 2023.
 - I.2.3 Due October 15, 2023: Q3 August 1, 2023 through September 30, 2023.
 - I.2.4 Due January 15, 2023: Q4 October 1, 2023 through December 31, 2023.
 - I.2.5 Due April 15, 2024; Q1 January 1, 2024 through March 31, 2024.
 - I.2.6 Due July 15, 2024: Q2 April 1, 2024 through June 30, 2024.
 - I.2.7 Due October 15, 2024: Q3 August 1, 2024 through September 30, 2024.
 - I.2.8 Due January 15, 2024: Q4 October 1, 2022 through December 31, 2024.

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I.2.9 Due April 15, 2025: Q1 January 1, 2025 through March 31, 2025.

I.2.10 Due July 15, 2025: Q2 April 1, 2025 through June 30, 2025.

I.3 CONTRACTOR shall submit annual reports in alignment with the HHAP annual reporting periods with a **CAPER report for the annual term and** the following narrative information.

I.3.1 Program objectives

I.3.2 Program challenges

I.3.3 Program success stories

J. PAYMENT PROVISIONS

J.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BBB**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

J.2 The TOTAL amount payable by County to CONTRACTOR for the period of March 1, 2023 through June 30, 2025 under the terms of this agreement shall not exceed **four-hundred ninety-five thousand dollars and zero cents (\$495,000.00)** per **Exhibit CCC-2**.

K. INVOICING INSTRUCTIONS & SUBMISSION

K.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 20th day of the month following the month in which services were performed.

K.2 The invoice shall be submitted on the invoice form set forth in **Exhibit DDD-2 and Exhibit DDD-2A**.

K.3 If invoices reflect any travel related expenses, claiming must follow the Monterey County Guidelines for claiming purposes.

K.4 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

(END OF EXHIBIT AAA-2)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit DDD-2 and DDD-2A**.

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

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CCC-2**. Only the costs listed in **Exhibit CCC-2** 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 CCC-2**, must follow the Monterey County Auditor/Controller's Travel Policy www.co.monterey.ca.us/government/departments-a-h/auditor-controller/policies-and-procedures and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

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

1.05 Payment in Full:

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

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

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

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A-1 and AAA-2**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA-2**, 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

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Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

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- or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
 - d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Aaron Criswell** 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.

March 1, 2023 - June 30, 2025

Agency Name StepUp on Second, Inc.

Expense Categories	HHAP-3 \$395,000.00	ARPA \$100,000.00	Total Budget \$495,000.00
Personnel Services	\$ 213,687.50	\$ -	\$ 213,687.50
Personnel, Benefits, and Taxes, etc	\$ 61,969.38	\$ -	\$ 61,969.38
Equip, Taining, Travel, Facilities, Supplies	\$ 24,345.00	\$ -	\$ 24,345.00
Direct Program Costs	\$ 8,280.00	\$ -	\$ 8,280.00
Client Services	\$ 9,937.50	\$ -	\$ 9,937.50
Indirect Costs (max 10%)	\$ 31,780.62	\$ -	\$ 31,780.62
	\$ -	\$ -	\$ -
Interim Homeless Strategy City Passthrou	\$ 45,000.00	\$ 100,000.00	\$ 145,000.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Program Total	\$ 395,000.00	\$ 100,000.00	\$ 495,000.00

Budget Narrative

Expense Category	Line Item narrative
Personnel Services	Personnel for King City Homekey. 2 FTE Service Coordinator, .55 FTE Lead Service Coordinator, .15 FTE Program Manager, .2 FTE Assistant Director, .02 FTE Director
Personnel, Benefits, and Taxes, etc	All Staff employment benefits including FICA, SUI, Worker's Compensation, Medical Insurance, Retirement, Disability @29% of Personnel cost.
Equip, Taining, Travel, Facilities, Supplies	Equipment: Copy Machine, fax. Travel: Staff mileage for client support/transportation. Training: Staff professional development training, Trainer costs for Housing First training, HR Background, staff onboarding. Space/Facilities: Office furniture (desk, chair, filing
Direct Program Costs	Communications: Cellular, office WIFI. Laptop Computers (for HMIS entry, chart documentation, and data reporting). Electronic Health Record: Welligent user cost. □
Client Services	Flexible spending dollars to support housing maintenance, and community integration. Costs include support with utilities, transportation (lyft/bus pass), clothing, food, education, job preperation/training
Indirect Costs (max 10%)	Indirect Administrative costs including Human Resources, Accounting, Corporate Costs at 10%
Interim Homeless Strategy City Passthrough	County Passthrough funding for the City of King to support the King City Interim Salinas Riverbed Area Homeless Strategy

Funding Source: HHAP-3 and County ARPA

