

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:
City of Salinas _____,
(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:

CONTRACTOR with Whole Person Care pass-through funds to match, dollar-for-dollar, CONTRACTOR's California Emergency Shelter and Housing grant, thereby increasing the City's funding capacity for homeless services by 40%.

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: \$ 439,099.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from December 01, 2019 to December 31, 2020, 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: Exhibit A: Program Plan
Exhibit B: Payment and Billing Provisions
Exhibit C: Budget and Max Obligation

City of Salinas
\$439,099

Agreement ID: 12/01/2019-12/31/2020

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 for 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:

11.01 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), or sexual orientation, 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 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.

14.0 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:

FOR COUNTY:	FOR CONTRACTOR:
Patricia Zerounian, MPP MA III, WPC Project Manager	Megan Hunter, Director Community Development Department
Name and Title 1270 Natividad Road Salinas CA 93906	Name and Title 65 W. Alisal Street 2nd floor Salinas, CA 93901-2639
Address 831/755-4583 Zerounianp@co.monterey.ca.us	Address (831) 758-7208 meganh@ci.salinas.ca.us
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

- 15.01 **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.
- 15.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 **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.
- 15.04 **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.
- 15.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 **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.

- 15.07 **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.
- 15.08 **Compliance with Applicable Law:** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 15.12 **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.
- 15.13 **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.
- 15.14 **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.
- 15.15 **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.
- 15.16 **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.
- 15.17 **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.

16.0 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

The City of Salinas

Date: _____

Contractor's Business Name*

By: [Signature]
Department Head (if applicable)

By: [Signature]
(Signature of Chair, President, or Vice-President) *

Date: 01/04/2020
E.V.

Ray Corpuz, City Manager
Name and Title

By: _____
Board of Supervisors (if applicable)

Date: 11/12/19

Date: _____

Approved as to Form¹

By: [Signature]

Date: _____
County Counsel
Deputy 11/25/19

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Approved as to Fiscal Provisions²

By: [Signature]

Date: 11/27/2019
Auditor/Controller

Math W. Prosser, Finance Director
Name and Title

Date: 11/8/19

Approved as to Liability Provisions³

By: _____

Date: _____
Risk Management

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

The City of Salinas

Contractor's Business Name* _____

By: _____
[Signature]
(Signature of Chair, President, or Vice-President) *

Fay Corpuz, City Manager
Name and Title

Date: 11/12/19

By: _____
[Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Matt W. Pressey, Finance Director
Name and Title

Date: 11/8/19

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

Exhibit A: Program Plan

1. **Program Name:** City of Salinas CESH Round 1 Matching Funds

2. **Program Description:**

Address of Delivery Sites: Various locations within the City of Salinas

Program Schedule: Monday through Friday, 8:00 a.m. to 5:00 p.m.

Limitation of Service: Monterey County residents who are homeless, including those enrolled in Whole Person Care.

The California Department of Housing and Community Development (HCD, through the California Emergency Solutions and Housing (CESH) Program, has made funding available to the Salinas/Monterey, San Benito Counties Continuum of Care CA-506 (CoC) to provide grants to assist persons who are experiencing homelessness or are at risk of homelessness. The CESH Program provides funding for a variety of activities to assist persons experiencing or at risk of homelessness as authorized by SB 850 (Chapter 48, Statutes of 2018). HCD administers the CESH Program with funding received from the Building Homes and Jobs Act Trust Fund (SB 2, Chapter 364, Statutes of 2017). The City of Salinas (indicated here as CONTRACTOR) has been designated by the CoC as the Administrative Entity.

Through the issuance of a Notice of Funding Availability, the CONTRACTOR evaluated, ranked, and selected community services providers to provide the following CESH activities:

- 1) rental assistance, housing relocation & stabilization services to ensure housing affordability to individuals experiencing homelessness or who are at risk of homelessness;
- 2) flexible housing subsidy funds for local programs that establish or support the provision of rental subsidies in permanent housing to assist homeless individuals & families; and
- 3) operating support for emergency housing interventions including but not limited to navigation centers, street outreach, and shelter diversion.

In this agreement, County of Monterey Whole Person Care (WPC) Pilot Program grants one-time matching funds to CONTRACTOR to assist CONTRACTOR in fulfilling the activities described above. CONTRACTOR shall utilize dollar-for-dollar matching funds provided by County to collaborate with community partners, provide direct services, and engage beneficiaries in activities to improve their wellness and attain safe and stable housing.

The WPC is authorized under California's Medi-Cal 2020 waiver to test locally-based initiatives that will coordinate physical health, behavioral health, and social services for vulnerable Medi-Cal beneficiaries who are high users of multiple systems and continue to have or are at risk of poor health outcomes. The WPC is in effect through December 31, 2020. The WPC focus population is high cost, high utilizers of hospital emergency department and inpatient services who are exclusively homeless/chronically homeless Medi-Cal recipients or Medi-Cal-eligible persons with no medical health home (including those released from jail) and having two or more of the following characteristics:

- diagnosed mental illness,

Total Agreement: \$439,099.00

Agreement ID: CESH – City of Salinas

Term: December 01, 2019 – December 31, 2020

- diagnosed substance use disorder,
- two or more mental health unit admissions in the prior twelve months,
- two or more chronic health diagnoses,
- two or more emergency department visits within the prior twelve months,
- one or more hospital admissions within the prior twelve months, or
- two or more significant medications prescribed.

CONTRACTOR sub-grantees will serve the WPC focus population as described above. Beneficiaries of CONTRACTOR sub-grantees services do not necessarily need to be enrolled in WPC.

3. Grant Objective and Goals

The grant objective is to expand upon CONTRACTORS CESH-funded resources by leveraging those funds with WPC one-time matching funds for the purpose of reducing homelessness.

4. CONTRACTOR and subcontractor deliverables:

In general, CONTRACTOR shall:

- Subcontract with qualified, experienced community human services partners to conduct direct services that will fulfil the Grant Objectives and Goals listed above.
- Require subcontractors to use CESH Best Practices in delivering direct services and to specifically use Housing First practices described in California Code of Regulations, title 25, section 8409, subdivision (b)(1)-(6).
- Monitor subcontractor progress toward achieving subcontract performance outcomes.
- Invoice COUNTY on a timely basis.
- Require subcontractors provide monthly metrics as described in 6.D. below.
- Provide monthly subcontractor outcome reports (accompaniment to invoices) on a timely basis.
- Participate in monthly Whole Person Care Social and Clinical case manager meetings.

CONTRACTOR will fund four subcontracted activities as follows:

- Salinas Site Specific Outreach** with homeless individuals with apparent mental illness who occupy specific Salinas places as their primary daytime and outdoor nighttime locations. A behavioral health clinician to navigate individuals into behavioral health/substance avoidance programs with coping skills, peer supports, motivational interviewing, and de-escalation interventions.
- Navigation Center** providing homeless persons with hygiene facilities, individual case plans, and referrals to services and educational opportunities.
- Housing Locator/Landlord Engagement** conducted by an individual with property management and/or housing rental experience who will identify appropriate housing opportunities, help participants understand lease and tenancy obligations, connect participants to suitable opportunities, and in conjunction with other team members, provide time-limited peripheral support of the participant to retain their new housing.

D. **CESH Program Manager** to coordinate all City CESH – subcontractor activities, troubleshoot and monitor all progress, and facilitate linkages between human service providers.

5. Tasks and Responsibilities

CONTRACTOR will be engaged in services Monday through Friday, from approximately 8:00 am to 5:00 pm, for a total of 40 hours per week.

CONTRACTOR will attend monthly WPC Social and Clinical partner meetings conducted by Monterey County Health Department and held at 1270 Natividad Road, Salinas, CA to stay informed of the activities of WPC partners.

6. Monthly Subcontractor Outcomes Reports

- A. Monthly subcontractor outcome reports must accompany monthly invoices. All reports must be emailed to COUNTY WPC manager.
- B. No personally identifiable information or protected health information belonging to any CESH beneficiary as a result of this Agreement shall be included in any reports, spreadsheets, emails, or other communication materials shared with any County departments, employees, staff, or agents.
- C. A logic model, flow chart, or evaluation plan pertaining to this agreement shall be submitted to COUNTY WPC program manager for approval.
- D. Reports shall include subcontractor metrics as follows:

Salinas Site Specific Outreach Activity Subgrantee: Interim Inc.

Roster of client first name & last initial	Client DOB	# of client engagements conducted since last report	# new referrals to health/behavioral health since last report	# new referrals to SUD providers since last report	# new referrals to social services providers since last report	# new referrals to housing providers since last report
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Navigation Center Subgrantee: Community Homeless Solutions

Roster of client first name & last initial	Client DOB	# new case plans written or revisited with client since last report	# clients newly entered into HMIS/CAR S since last report	# clients newly referred to health/behavioral health since last report	# clients newly referred to social services providers since last report	# clients newly referred to vocational/educational providers since last report
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Housing Locator/Landlord Engagement Subgrantee: City subcontractor

Roster of client first name & last initial	Client DOB	# landlords engaged since last report	# housing applications submitted since last report	# clients permanently housed since last report
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CESH Program Manager: City subcontractor

Monitor sub-contractor progress towards outcomes	# of Co-facilitated weekly subcontractor case conferencing	# collaborative meetings attended regarding housing availability/ stock/access
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Exhibit B: Payment and Billing Provisions

1. Payment Type:

Cost reimbursement related to subcontracting will be paid to CONTRACTOR based on monthly invoices up to and including the month of December 2020, with a total not-to-exceed obligation of \$439,099.00.

2. Payment Authorization for Services:

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide services in accordance with the terms of this Agreement.

3. Payment Conditions:

A. Cost reimbursement will be made to CONTRACTOR on a monthly basis. Invoices for the preceding month shall be submitted no later than thirty (30) days after the end of the prior month. Detailed monthly payment instructions are described in the County of Monterey Standard Agreement item 6.04.

i. This Agreement is subject to non-federal fund matching requirements outlined in the Department of Health Care Services (DHCS) Whole Person Care Agreement (contract No. 16-14184-MO-27 dated June 27, 2017) with the County of Monterey in which intergovernmental transfer (IGT) funds will qualify for federal financial participation per 42 CFR 433, subpart B (specifically 433.50 Basis, scope, and applicability) which states:

(a) Basis: This subpart interprets and implements - (1) Section 1902(a)(2) of the Social Security Act which requires States to share in the cost of medical assistance expenditures and permit both State and local governments to participate in the financing of the non-Federal portion of medical assistance expenditures.

(2) Section 1903(a) of the Social Security Act, which requires the Secretary to pay each State an amount equal to the Federal medical assistance percentage of the total amount expended as medical assistance under the State's plan.

(3) Section 1903(w) of the Act, which specifies the treatment of revenues from provider-related donations and health care-related taxes in determining a State's medical assistance expenditures for which Federal Financial Participation (FFP) is available under the Medicaid program.

ii. California WPC participating entities (i. e. COUNTY) will provide the nonfederal share through an intergovernmental transfer (IGT) to the state. The IGT funds are then matched by the federal government and the combined amount is made available to the lead entity that is then responsible for determining how those funds are utilized in the context of the WPC pilot.

- B. Intergovernmental **transfer of funds shall be conducted biannually upon notice made by COUNTY**. Within thirty (30) days determining the mid-year or year-end payments due based on the aggregated midyear and annual invoices, COUNTY will issue requests to the CONTRACTOR for the necessary IGT amounts. The CONTRACTOR shall make IGT of funds to COUNTY in the amount specified within seven (7) days of receiving the COUNTY's request. If the IGTs are made within the requested timeframe, COUNTY will return the IGT funds to CONTRACTOR within twenty (20) days after the initial transfers are made.
- C. In order to receive any payment under this Agreement, CONTRACTOR shall submit invoices and reports in such form as a General Ledger, Payroll Report, subcontractor invoices, and monthly progress report (described in Exhibit A, 6. Reporting) or other and as may be required by the County of Monterey Department of Health.
- D. All CONTRACTOR and subcontractor indirect costs are limited to no more than five percent (5%) of the administrative expenses only.
- E. CONTRACTOR shall submit monthly invoices on Cost Reimbursement Invoice Form (as appears below) to this Agreement, along with backup documentation specified in 3.A. above, to COUNTY so as to be in the COUNTY'S receipt no later than the last day of the month following the quarter of service. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.
- F. CONTRACTOR shall submit via email a monthly claim in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: Joe Ripley, RipleyJL@co.monterey.ca.us
- G. CONTRACTOR shall submit all invoices for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All invoices not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any invoice(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in invoices for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- H. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

Total Agreement: \$439,099.00

Agreement ID: CESH – City of Salinas

Term: December 01, 2019 – December 31, 2020

- I. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- J. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- K. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

Cost Reimbursement Invoice Form

EXHIBIT D: City - CESH COST REIMBURSEMENT INVOICE FORM Monterey County Health Department, Administration Bureau						
Contractor: <u>City of Salinas</u>		Invoice Number: _____				
Address Line 1: _____		County PONo: _____				
Address Line 2: _____		Invoice Period: _____				
Tel. No.: _____						
Fax No.: _____						
Contract Term: <u>12/01/19 through 12/31/20</u>		(Check if Yes)			<input type="checkbox"/>	
Service Description	Rates of Payment	Total Contract Amount FY	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
TOTALS						
<p>I certify that the information provided above is, to the best of my knowledge, complete and accurate; the amount requested for reimbursement is in accordance with the contract invoices that are maintained in our office at the services and claims represented in this invoice are available upon request.</p>						
Signature: _____		Date: _____				
Title: _____		Telephone: _____				
Email to: Joe Ripley, Finance Manager II, at RipleyJL@co.monterey.ca.us		Authorization for Payment				
		Authorized Signatory			Date	

NOTE: All invoices must be accompanied by a general ledger report indicating all Salaries, Wages, and Fringe benefits, all operating expenses including rentals, leases, supplies, and services, taxes, fees, and all indirect costs.

Exhibit C: Budget and Maximum Obligation of the County

1. City of Salinas Subgrantee Activities

This budget breaks down into four (4) distinct activities that are either sub-granted to community partners by CONTRACTOR or are individuals with whom CONTRACTOR has sub-contracted:

City of Salinas Subgrantee Activity Breakdown	Total
Salinas Site Specific Outreach Subgrantee: <i>Interim, Inc.</i>	\$55,271
Navigation Center Subgrantee: <i>Community Homeless Solutions</i>	\$172,628
CESH Program Manager: <i>City contractor</i>	\$51,364
Housing Locator/Landlord Engagement Subgrantee: <i>City contractor</i>	\$159,836
TOTAL Budget	\$439,099

2. Maximum Obligation of the County

Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$439,099.00** for services rendered under this Agreement.

If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

3. Billing and Payment Limitations

Adjustment of Invoices Based on Other Data and Information: The COUNTY shall have the right to adjust invoices based upon data and information that may include, but are not limited to, COUNTY'S invoice processing information system reports, remittance advices, and billing system data.

4. Authority to Act for the County

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."