

COUNTY OF MONTEREY
Amendment No. 1 to Agreement #5010-354
Coalition of Homeless Services Providers

This Amendment #1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and contractor name (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for management and coordination of various components of the County’s homelessness response activities for the period of July 1, 2023 to June 30, 2024 for a contract total of \$629,000.00 (hereinafter “Original Agreement”)

WHEREAS, the parties wish to amend the agreement via Amendment #1 by **adding \$7,340.00** to increase the County contribution towards the Homeless Management Information System (HMIS) by covering 50% of the entire HMIS service agreement and pass along the savings to the provider network by offering all community licenses at 50% costs and cover the annual Contractor membership dues for County, for a revised contract total of **\$636,340.00**.

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 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed the sum of **\$636,340.00**.
2. **Exhibit AA** reflects the revised contract total of **\$636,340.00**.
3. **Exhibit BB** replaces Exhibit B and references the new Exhibits **AA, CC, and DD**.
4. **Exhibit CC** reflects the additional **\$7,340.00** for HMIS and Professional Services & Subscriptions line-item, and new contract total of **\$636,340.00**.
5. **Exhibit DD** is the revised invoice with the additional **\$7,340.00** for HMIS and Professional Services & Subscriptions line-item for a new contract total of **\$636,340.00**.
6. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment #1 and shall continue in full force and effect as set forth in the original Agreement.
7. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

DocuSigned by:
By: Roderick Franks
3CCBEC8E255F451...
(DSS Director/Assistant Director)

Date: 8/4/2023 | 10:50 AM PDT

CONTRACTOR:

Coalition of Homeless Services Providers

DocuSigned by:
By: Kurt Schake
96C0A9F994...
(Chair, President, Vice-President)

Board President
(Print Name & Title)

Date: 8/3/2023 | 1:06 PM PDT

DocuSigned by:
By: Judy Cabrera
015667675451...
(Secretary, CFO, Treasurer)

Executive Director
(Print Name and Title)

Date: 8/3/2023 | 2:45 PM PDT

Approved as to Form:

DocuSigned by:
[Signature]
119383785451...
Deputy County Counsel

Date: 8/3/2023 | 2:49 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
015667675451...
Auditor/Controller's Office

Date: 8/3/2023 | 7:35 PM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

COALITION OF HOMELESS SERVICES PROVIDERS

- A. FUNDING AMOUNT** \$629,000.00
\$ 7,340.00 Amendment #1
\$636,340.00 Total Funding
- 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
- 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
- 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

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 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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.
- 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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 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).*

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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.
- 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

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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).*
- 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

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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.
- 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.

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

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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 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 BB**, 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 thirty-six thousand three hundred forty dollars and zero cents (\$636,340.00)**.
- 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 DD**. 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 AA)

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 15th**. **If the Final Invoice is not received by COUNTY by close of business on July 15th. 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 CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy 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.

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.

EXHIBIT BB

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 AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

2.02 County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

2.03 Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

2.04 Termination for cause: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

EXHIBIT BB

- 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

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

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,

- 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
	\$636,340.00	\$636,340.00
Personnel	\$ 390,000.00	\$ 390,000.00
HMIS	\$ 66,340.00	\$ 66,340.00
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 & Subscriptions	\$ 26,000.00	\$ 26,000.00
Software	\$ 40,000.00	\$ 40,000.00
	\$ -	\$ -
Program Total	\$ 636,340.00	\$ 636,340.00

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 50% of the entire HMIS service agreement, which will support the program platform, pass along savings to the provider network by offering all community licenses at 50% costs, and 5 CHSP HMIS licenses for DSS at 50% cost. Specifics of the support through the vendor are below: - HMIS/CARS Technology Platform to include reporting as required by federal and state requirements (e.g HIC/PIT, LSA, etc.) - HMIS CoC Technical Assistance through Wellsky Vendor Contract
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 & Subscriptions	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. - 2% of consulting fees incurred through the regional consolidated planning efforts of the CoC as defined by 24 CFR 578.27(b) - Subscription fee includes the annual CHSP membership dues for DSS.
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, Insuperity, as well as CHSP's grants management platform, Submittable. Insuperity'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 defined through 24 CFR 578.1(b)(2)

Funding Source: County General and HHAP-4

