

**AMENDMENT #1 TO AGREEMENT A-17312  
BY AND BETWEEN  
COUNTY OF MONTEREY & 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 the Coalition of Homeless Services Providers (hereinafter “CONTRACTOR”).

**WHEREAS**, COUNTY and CONTRACTOR entered into an AGREEMENT to identify and contract with a local services provider to operate a 34-bed, non-congregate, low-barrier navigation center to deliver interim housing, housing navigation and supportive services to the unsheltered occupants of an encampment located along the Pajaro River for the period of April 23, 2024, to March 31, 2027, for a contract total of \$2,571,460, and,

**WHEREAS**, the parties wish to amend the AGREEMENT via AMENDMENT #1 to add \$381,600 for the provision of systems support of the housing programs located in the City of Soledad and the City of King funded by the Encampment Resolution Funding Grant Program (ERF-3-R) for a new term of April 23, 2024, to June 30, 2027, for a revised contract total of \$2,953,060.

**NOW THEREFORE**, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #1 incorporated herein by this reference, except as specifically set forth below.

1. **SECTION 1.0, “GENERAL DESCRIPTION” is amended to read as follows:**

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows: Identify and contract with a local non-profit partner to operate a 34-unit low barrier navigation center located in Watsonville and provide systems support for two (2) housing programs located in the Cities of Soledad and King City and as described in the accompanying **Exhibit A-1**, attached and incorporated herein.

2. **SECTION 2.0, “PAYMENT BY COUNTY”, is amended to read as follows:**

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 **\$2,953,060.00**.

3. **SECTION 3.0, “TERM OF AGREEMENT”, is amended to read as follows:**

The term of this Agreement is from April 23, 2024, to **June 30, 2027**, unless sooner terminated pursuant to the terms of this Agreement.

4. **SECTION 4.0 “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS,” is amended to read as follows:** See Page 11(a) for list of Exhibits.

5. **SECTION 18.0, “SIGNATURE PAGE”, is amended to read as follows:**  
County Board of Supervisors’ Agreement No. **A-17312** approved on April 23, 2024.
6. **Exhibit A-1** replaces Exhibit A and references Exhibits **B-1, C-1, D-1, E, F, G, and H** and reflects the **addition of \$381,600** for a **new** contract total of **\$2,953,060.00**.
7. **Exhibit B-1** replaces Exhibit B and references the amended **Exhibits A-1 and C-1** and the **added Exhibit E**.
8. **Exhibit C-1** replaces Exhibit C and reflects the **addition of \$381,600** for a new contract total of **\$2,953,060.00**.
9. **Exhibit D-1** replaces Exhibit D and references the amended **Exhibit A-1**.
10. **Exhibits E, F, G, and H** are **added** to the Agreement to reflect the invoice template, Housing First, Coordinated Entry and HMIS provisions.
11. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.
12. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT, dated April 23, 2024, respectively.

*This space left blank intentionally.*

**IN WITNESS WHEREOF**, the parties have executed this AMENDMENT on the day and year written below.

<p><b>COUNTY ADMINISTRATIVE OFFICE (CAO)</b> <b>Sonia M. De La Rosa, CAO</b></p> <p>By: _____ Deborah Paolinelli, Assistant CAO</p> <p>Date: _____</p>	<p><b>COALITION OF HOMELESS SERVICES PROVIDERS</b></p> <p>Signed by: By: <u>Greg Baker, CHSP Board Director</u> CHSP Board President</p> <p>Date: 5/22/2025   7:41 AM PDT</p>
<p><b>CONTRACTS/PURCHASING (C/P):</b></p> <p>By: _____ Debra R. Wilson, C/P Officer</p> <p>Date: _____</p>	<p>DocuSigned by: By: <u>[Signature]</u> CHSP Board Treasurer</p> <p>Date: 5/23/2025   8:37 AM PDT</p>
<p><b>APPROVED AS TO FORM:</b> Office of the County Counsel-Risk Management, Susan K. Blicht, County Counsel</p> <p>DocuSigned by: By: <u>Anne Brereton</u> Anne Brereton, Deputy County Counsel</p> <p>Date: 5/21/2025   11:09 AM PDT</p>	
<p><b>APPROVED AS TO RISK MANAGEMENT:</b> Office of the County Counsel-Risk Management, Susan K. Blicht, County Counsel</p> <p>Signed by: By: <u>David Bolton</u> David Bolton, Risk Manager</p> <p>Date: 5/21/2025   11:41 AM PDT</p>	
<p><b>APPROVED AS TO FISCAL PROVISIONS:</b></p> <p>DocuSigned by: By: <u>Patricia Ruiz</u> Auditor Controller's Office</p> <p>Date: 5/21/2025   1:15 PM PDT</p>	

## **LIST OF EXHIBITS**

### **COALITION OF HOMELESS SERVICES PROVIDERS**

Exhibit A-1	Scope of Services/Payment Provisions
Exhibit B-1	Additional Provisions
Exhibit C-1	Budget
Exhibit D-1	ERF-2-R Expenditure Report Template
Exhibit E	ERF-3-R Monthly Invoice Template
Exhibit F	Coordinated Entry Provisions
Exhibit G	HMIS Provisions
Exhibit H	Housing First Provisions

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**COALITION OF HOMELESS SERVICES PROVIDERS (“CONTRACTOR”)  
ENCAMPMENT RESOLUTION FUNDING PROGRAM**

**A. FUNDING AMOUNT**                      \$2,571,460    ERF-2-R  
     \$ 381,600    Amendment #1 (ERF-3-R)  
     **\$2,953,060    Total Funding**

**B. CONTRACT TERM**                      April 23, 2024, to June 30, 2027

**C. CONTACT INFORMATION**

COUNTY Contract Manager:                      County of Monterey Administrative Office  
    Sarah Federico, Management Analyst II  
    168 W. Alisal St, 3<sup>rd</sup> Floor Salinas, CA 93901  
    Phone: (831) 755-5341  
    [federicos@co.monterey.ca.us](mailto:federicos@co.monterey.ca.us)

CONTRACTOR Information:                      Coalition of Homeless Services Providers  
    Katrina McKenzie, Executive Director  
    1942 Fremont Blvd Seaside, CA 93955  
    Phone: (831) 883-3080                      Fax: (831) 883-3085  
    [kmckenzie@chsp.org](mailto:kmckenzie@chsp.org)

Location of Services:                              Coalition of Homeless Services Providers  
    1123 Fremont Blvd., Suite D Seaside, CA 93955  
    Phone: (831) 883-3080                      Fax: (831) 883-3085

ERF-2-R Program

1.            Recurso de Fuerza Village  
                  Low Barrier Navigation Center  
                  118 First Street  
                  Watsonville, California 95076

ERF-3-R Programs

1.            Soledad Interim Housing Site  
                  990 Los Coches Road  
                  Soledad, California 93960
  
- 2.a.        King City Permanent Supportive Housing  
                  Days Inn Motel  
                  1130 Broadway Street  
                  King City, California 93930
  
- 2.b.        King City Interim Housing  
                  Monarch Inn Motel  
                  633 Broadway Street  
                  King City, California 93930

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### D. CONTRACT AWARD INFORMATION

**SUBAWARD:** Encampment Resolution Funding Program (ERF-2-R and ERF-3-R)

Sponsor: California Department of Housing and Community Development

CONTRACTOR UEI Number: E4FPKBV8Y9K4

Date COUNTY Awarded Funding: June 14, 2023 (ERF-2-R), April 18, 2024 (ERF-3-R)

CFDA Passthrough Information and Dollar Amount: N/A

Federal Award Identification Number (FAIN): N/A

Federal Award Description: N/A

Research and Development: No

Maximum Allowable Indirect Cost Rate: 5%

### E. BACKGROUND

In 2022 the California Interagency Council on Homelessness (State) established an Encampment Resolution Funding (ERF) grant program to increase their collaboration between local jurisdictions and the CoC, by providing funding to assist with resolving local critical encampment concerns, transitioning individuals into safe and stable housing, ensuring the safety and wellness of people experiencing homelessness and using a data informed coordinated approach to address encampment issues and needs.

On behalf of the COUNTY's ERF-2-R program, hereinafter referred to as the "Recurso de Fuerza Village," the Coalition of Homeless Services Providers, hereinafter referred to as "CONTRACTOR" will identify and contract with a local non-profit partner to operate a 34-unit, non-congregate, low-barrier housing navigation center in the City of Watsonville and shall provide oversight of the programmatic operations and the fiscal components under the terms of the ERF-2-R program. Additionally, on behalf of the COUNTY's two (2) ERF -3-R housing programs located in King City and the City of Soledad, CONTRACTOR will provide systems support, in compliance with AB 977 and in coordination with the COUNTY, to the Cities of Soledad and King City, and the housing program contracted services provider.

As the local CoC lead agency, and an existing State and Federal fiscal agent, CONTRACTOR maintains the expertise and experience in handling and administering specialized funding for the purpose homeless services and for the management and oversight for the use of the local Homeless Management Information Systems (HMIS) as mandated by the U.S. Department of Housing and Urban Development (HUD) for programs receiving HUD funding and by the State for all ERF grant funding data entry compliance per AB 977<sup>1</sup>.

### F. DESCRIPTION OF SERVICES

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

#### F.1 IDENTIFY AND CONTRACT WITH A SERVICE PROVIDER

F.1.1 CONTRACTOR shall work with the COUNTY Contract Manager to identify and engage in a service agreement with a qualified 501(c)3 organization to

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<sup>1</sup> [Assembly Bill 977 Governing HMIS](#)

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- staff and operate the ERF-2-R funded project, hereinafter referred to as “Recurso de Fuerza Village” (RdF), a 24-hr housing navigation center, located at 118 First Street, Watsonville, California 95076, for the Counties of Monterey and Santa Cruz in a manner of utmost cleanliness, utilizing a Housing First, trauma-informed care, harm-reduction approach.
- F.1.2 CONTRACTOR shall ensure that the subcontractor include standard indemnification provisions in any subcontract indemnifying the County of Monterey, its officers, agents and employees, as follows:
- F.1.2.1 Subcontractor shall indemnify, defend, hold harmless the COUNTY, its officers, agents, 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 contract, 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 subcontractor’s performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of Coalition of Homeless Services Providers or the County of Monterey. Subcontractor’s performance includes subcontractor’s action or inaction and the action and inaction of Subcontractor’s officers, employees, agents, volunteers, and subcontractors.
- F.1.3 CONTRACTOR shall ensure that the subcontractor obtains and maintains commercial general liability insurance coverage, worker’s comp, auto and professional liability insurance for any services performed. Subcontractor shall meet the same insurance requirements as set out in Section 9.0 of this Agreement. The subcontractor shall be required to name County of Monterey, its officers, agents and employees as additional insured.
- F.1.4 CONTRACTOR shall ensure that the ERF Program Emergency Shelter Standards are included as an exhibit on the subcontractor agreement.
- F.1.5 CONTRACTOR shall ensure that the subcontractor agreement will include a Good Neighbor Policy, to be provided by COUNTY Contract Manager.
- F.1.6 CONTRACTOR shall require that the subcontractor abide by non-discrimination provisions by requiring the following language in the subcontract agreement:
- F.1.6.1 During the performance of this Agreement, Subcontractor shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in the California Government Code section 12940(a), either in Subcontractor’s employment practices or furnishing of services to recipients. Subcontractor shall comply with all federal, state, and local laws and regulations which prohibit discrimination.
- F.1.7 CONTRACTOR shall list the COUNTY and County of Santa Cruz as authorized partners of the RdF program in the subcontractor agreement.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.1.8 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used and are in alignment with the **EXHIBIT H**, Housing First Provisions Exhibit Template.
- F.1.9 CONTRACTOR shall include ERF Application outcomes in subcontractor agreement to include:
- F.1.9.a 60% of individuals served by RdF and other interim housing options that will secure permanent housing.
- F.1.9.b 25% of participants at RdF will increase income.
- F.1.9.c 90% or greater of participants at RdF will be satisfied with the program, measured via satisfaction surveys administered twice a year.
- F.1.10 CONTRACTOR shall ensure that subcontractor language that include any leases and/or agreements funded by ERF-2-R contain a provision for purpose of evaluation, will guarantee State, COUNTY and County of Santa Cruz officers, employees, agents, consultants, and contractors (Parties) shall have the right to enter RdF during normal business hours to conduct work, inspections, and investigations in accordance with this Agreement. The provision should also include allowing visits that may at times be related to the project and film, tape, photograph, interview and otherwise documentation of operations during normal business hours and with reasonable advance notice. All Parties shall comply with RdF's terms during any visit.
- F.1.11 CONTRACTOR shall ensure that subcontractor agreement includes language regarding the COUNTY'S right to review client-level documents, including but not limited to, case notes, files, etc.
- F.1.12 CONTRACTOR shall ensure the subcontractor agreement includes the Enhanced Care Management Plan (ECMP) to include in their operations plan for RdF.
- F.1.13 All activities regarding the Service Provider selection, budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by the COUNTY Contract Manager as identified in Section C.
- F.2 **ADMINISTER AND OVERSEE SERVICE AGREEMENT IN ALIGNMENT WITH ERF-2-R PROGRAM REGULATIONS**
- F.2.1 CONTRACTOR shall work with CA-508 Santa Cruz County Continuum of Care Homeless Management Information System (HMIS) lead agency to retrieve and upload monthly HUD data exports into CA-506 HMIS. These data exports shall not be counted in CA-506 Housing Inventory Counts nor Point-in-Time Counts and shall be stored under Monterey County Department of Social Services Parent Provider (3583).
- F.2.2 CONTRACTOR shall work with the identified service provider to ensure data completeness and data integrity. Corrections to data collection shall be performed in CA-508 HMIS and corrected via the bi-annual upload process.
- F.2.3 All activities must be authorized and approved by the COUNTY Contract Manager as identified in Section C.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.2.4 CONTRACTOR shall ensure that subcontractor agreement contains an assurance of a drug-free workplace as defined in the State grant agreement<sup>2</sup>.
- F.2.5 CONTRACTOR shall ensure subcontractors compliance with the COUNTY approved provisions for Coordinated Entry, HMIS, and Housing First requirements defined in **EXHIBITS F, G, H** in addition to the County of Santa Cruz Smart Path to Housing and Health (Smart Path) Coordinated Entry System and the CA-508 CoC HMIS provisions for compliance.
- F.3 **PROVIDE PROGRAM PARTNERS WITH SYSTEMS SUPPORT AND HMIS OVERSIGHT IN ALIGNMENT WITH THE COUNTY’S TWO (2) ERF-3-R PROGRAM REQUIREMENTS**
- F.3.1 CONTRACTOR shall attend regularly scheduled program status meetings with the COUNTY and ERF-3-R program partners and/or designated staff to provide systems support and HMIS oversight for two (2) separately funded ERF-3-R grant projects funding interim and/or permanent supportive housing for the eligible occupants of two (2) separate encampment sites located along the Salinas River in South Monterey County.
- F.3.2 CONTRACTOR shall collaborate and coordinate with COUNTY and program partners to ensure oversight and provision of systems support per the State grant agreements<sup>34</sup> and to ensure compliance of the COUNTY approved Coordinated Entry Requirements Exhibit Template (**EXHIBIT F**), HMIS Exhibit Template (**EXHIBIT G**), and the Housing First Exhibit Template (**EXHIBIT H**) for the Soledad and King City ERF-3-R programs upon request by COUNTY and/or program staff.
- F.4 **ERF-2-R AND ERF-3-R FINANCIAL OVERSIGHT AND ACCOUNTING**
- F.4.1 CONTRACTOR shall ensure all program operations and objectives advance ERF-2-R’s objective for the “Interim Sheltering” eligible use category defined as “interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.”
- F.4.1.1 Site restoration of the encampment site is not a permitted Eligible Use for ERF-2-R funds.
- F.4.1.2 CONTRACTOR shall collect data on subcontractor invoices in such a manner that expenses are classified as one of the above Eligible Use categories, utilizing the template approved by the COUNTY Contract Manager.
- F.4.1.3 CONTRACTOR and subcontractor(s) shall collaborate with COUNTY Contract Manager to prepare and submit all budget modifications to the State for review and ultimate approval.
- F.4.1.4 CONTRACTOR shall execute the service provider agreement to meet the obligation deadline of June 30, 2024, and the expenditure deadline of June 30, 2026.
- F.4.2 CONTRACTOR shall ensure all systems support and objectives advance the ERF-3-R’s objective for the “Systems Support” eligible use category defined as: “activities that improve, strengthen, augment, complement, and/or are

<sup>2</sup> [State ERF-2-R Grant Agreement – Watsonville Low Barrier Navigation Center](#)

<sup>3</sup> [State ERF-3-R Grant Agreement - Soledad Housing Program](#)

<sup>4</sup> [State ERF-3-R Grant Agreement - King City Housing Program](#)

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- necessary to create regional partnerships and a homeless services and housing delivery system that resolves persons' experiences of unsheltered homelessness."
- F.4.3 ERF shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, State guidance or directives, the NOFAs under which the Grantee applied, representations contained in the Grantee's application, and the Purpose of the Programs.
- F.4.4 CONTRACTOR nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.
- F.4.5 Program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.
- F.4.6 In the event State funding is terminated or reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with COUNTY to return any unused funds within 30 days of written notice from the COUNTY.
- F.4.7 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient funds are made available from State to the COUNTY for the administration of the services under this Agreement.
- F.5 **MONITOR EXPENDITURES AND SERVICE PERFORMANCE**
- F.5.1 CONTRACTOR shall inform the COUNTY Contract Manager of the identified service provider's failure to perform any component of the executed subcontractor agreement.
- F.5.2 All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of ERF funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by State and reported to the COUNTY.
- F.5.3 CONTRACTOR will assist the COUNTY to ensure program partners for the ERF-2-R and ERF-3-R programs are in compliance with the COUNTY approved Coordinated Entry Requirements Exhibit (**EXHIBIT F**), HMIS Exhibit (**EXHIBIT G**), and the Housing First Exhibit (**EXHIBIT H**) as requested by COUNTY and/or program designated staff.

### G. TRAVEL/MILEAGE REIMBURSEMENT

- G.1 Travel and Mileage Reimbursement is not a permissible expense for the CONTRACTOR, however, may be included in the subcontractor agreement.
- G.2 CONTRACTOR agrees that subcontractor shall be reimbursed for travel expenses during this Agreement. Subcontractor 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](#).

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

**H. REPORTING**

H.1 CONTRACTOR shall cooperate with the COUNTY by providing the necessary information by August 15, 2026, to produce a Final Work Product report to State due on September 30, 2026. The Final Work Product will include programmatic and fiscal data and a narrative on the outputs and outcomes of the ERF-2-R program on a reporting template to be provided by State. The State will review submitted Final Work Products and collaborate with Grantees to cure any deficiencies by March 31, 2027.

H.2 CONTRACTOR shall submit ERF-2-R program quarterly reports on encumbrances and expenditures, with original copies of all receipts attached, under the Interim Sheltering eligible use as defined in Section F.3.1 and a summary of activities used to advance items listed in F.1: Description of Services to the COUNTY Contract Manager listed in Section C: Contact Information.

H.2.1 ERF-2-R Expenditure Reporting Workbook provided in **EXHIBIT D-1**.

H.3 ERF-2-R Expenditure Reporting schedule:

Due Date	Reporting Period Beginning date	Reporting Period End Date
July 10, 2024	April 23, 2024	June 30, 2024
October 10, 2024	July 1, 2024	September 30, 2024
January 10, 2025	October 1, 2024	December 31, 2024
April 10, 2025	January 1, 2025	March 31, 2025
July 10, 2025	April 1, 2025	June 30, 2025
October 10, 2025	July 1, 2025	September 30, 2025
January 10, 2025	October 1, 2025	December 31, 2025
April 10, 2026	January 1, 2026	March 30, 2026
July 10, 2026	April 1, 2026	June 30, 2026

H.4 CONTRACTOR shall participate in annual contract monitoring conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery and may include an on-site RdF visits. Completion of this measure shall be documented through issuance of a contract monitoring report.

H.5 CONTRACTOR shall lead subcontractor annual monitoring visits 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, to be provided by the COUNTY Contract Manager.

H.5.1 SUBCONTRACTOR contract monitoring report shall be forwarded to the COUNTY Contract Manager no later than July 10, 2025, and July 10, 2026.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.6 CONTRACTOR shall submit monthly invoices with supportive documentation using **EXHIBIT E**, ERF-3-R Invoice Template on the 10<sup>th</sup> of the month following the month or quarter of services under the systems support eligible use as defined in Section F.4.

### I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT B-1**, Section I, PAYMENT BY COUNTY, of this Agreement.
- I.2 The maximum amount payable by COUNTY to CONTRACTOR under the term of this Agreement shall not exceed **two million five hundred seventy-one thousand four hundred sixty dollars and zero cents (\$2,953,060.00)** as set forth in **EXHIBIT C-1**, Budget.
- I.3 Upon execution of the Agreement, the COUNTY will provide a one-time payment of two million five hundred seventy-one thousand four hundred sixty dollars and zero cents (\$2,571,460.00). The one-time payment will have a certified invoice and is agreed upon now, in this Agreement, for all ERF-2-R program related invoices received after the one-time payment is issued, will be offset against the one-time payment until funds are exhausted or the term of the agreement has ended. All funds must be exhausted by CONTRACTOR by June 30, 2026.
- I.4 CONTRACTOR shall submit original signed ERF-2-R expenditure quarterly reports defined in Section H.3 reflecting quarterly expenditures and a reduction against the advanced amount to COUNTY setting forth the amount expended on the form set forth in **EXHIBIT D-1**. The final report will be due no later than July 10, 2026.
- I.4 CONTRACTOR shall submit original signed monthly invoices with supporting documentation for ERF-3-R funded systems support services on the form set forth in **EXHIBIT E** per the invoice submission instructions defined in Section J.

### J. ERF-3-R INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C setting forth the amount to be paid by the 10<sup>th</sup> day of the month following the month in which services are performed.
- J.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C-1** and set forth in **EXHIBIT E-1**.
- J.3 **All funds must be expended by CONTRACTOR by June 30, 2027.**

*(End of Exhibit A-1)*

**MONTEREY COUNTY  
COUNTY ADMINISTRATIVE OFFICE**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Quarterly Expenditure Reporting by CONTRACTOR for ERF-2-R Interim**

**Sheltering Program:** Not later than the tenth (10<sup>th</sup>) day of each quarter, CONTRACTOR shall submit to COUNTY a signed quarterly reporting setting forth the amount expended against the \$2,571,460 advance payment provided to CONTRACTOR upon execution of this agreement. All expenditure reporting (quarterly and final) shall be submitted in the form set forth in **Exhibit D-1**, Quarterly Expenditure Report per **Exhibit C-1**, Budget.

**1.02 Monthly Claims/Invoices by CONTRACTOR for ERF-3-R System Support**

**Services:** Not later than the tenth (10<sup>th</sup>) day of each month or quarter, 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 E**, Invoice Template.

**1.03 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 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup> CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

**1.04 Allowable Costs:**

Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit A-1**. Only the costs listed in **Exhibit A-1, Section F**, 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.

**1.05 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.

**1.06 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.

(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.

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

**II. PERFORMANCE STANDARDS & COMPLIANCE**

**2.01 Outcome objectives and performance standards:** CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A-1**.

CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-1**, 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. Any unused funding must be promptly returned to COUNTY, no later than 30 days following written notice.

**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.
- 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 Disability Access:** CONTRACTOR shall ensure that qualified staff are available to accommodate persons with disabilities.

**2.09 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 and require the same compliance of any subcontractor.

**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 the Executive Director of CHSP 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 Assistant County Administrative Officer 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.

APRIL 23, 2024 - JUNE 30, 2027

Agency Name Coalition of Homeless Services Providers

Categories	Budget	ERF-2-R	Amendment #1	Total
		Exp. June 30, 2026	ERF-3-R	Budget
		\$2,571,460.00	\$381,600.00	\$2,953,060.00
Interim Sheltering Pajaro River	Interim Housing	\$ 2,442,887.00	\$ -	\$ 2,442,887.00
Indirect (5%)		\$ 128,573.00	\$ -	\$ 128,573.00
Systems Support King City (\$288,000)		\$ -	\$ -	\$ -
	Personnel	\$ -	\$ 198,145.00	\$ 198,145.00
	Occupancy	\$ -	\$ 10,000.00	\$ 10,000.00
	Utilities	\$ -	\$ 10,000.00	\$ 10,000.00
	HMIS	\$ -	\$ 20,455.00	\$ 20,455.00
	Professional Services	\$ -	\$ 35,000.00	\$ 35,000.00
Indirect (5%)		\$ -	\$ 14,400.00	\$ 14,400.00
Systems Support Soledad (\$93,600)		\$ -		
	Personnel	\$ -	\$ 73,920.00	\$ 73,920.00
	Occupancy	\$ -	\$ 10,000.00	\$ 10,000.00
	Utilities	\$ -	\$ 5,000.00	\$ 5,000.00
Indirect (5%)		\$ -	\$ 4,680.00	\$ 4,680.00
Program Total		\$ 2,571,460.00	\$ 381,600.00	\$ 2,953,060.00

**Budget Narrative**

Expense Category

Line Item narrative

Interim Housing	Interim housing services in alignment with the ERF-2-R program as outlined in Exhibit A, Section F.1, F.2, and F.4 of this agreement.
Personnel	A percentage of 6 out of 10 staff salaries will be funded through the ERF-3-R program to support coordination and execution of the collaboration between jurisdictions and CoC's in resolving local critical encampment concerns. - FTE Executive Director - FTE Director of Operations - FTE Finance & Payroll Analyst - FTE Grants Manager - FTE HMIS System Administrator - FTE Administrative Coordinator
HMIS	The ERF-3-R program 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 \$134,460. The ERF contract will support 1 HMIS licenses for COA staff. 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	Occupancy refers to the monthly rent for CHSP. The annual cost for "Occupancy" is \$45,000. The ERF-3-R program will support a percentage of the rent for the office. This allows for the support of personnel to accomplish CoC responsibilities to this contract. Please note that due to the limitations of federal funding, few contracts support occupancy.
Utilities	The annual cost for "Utilities" is \$30,000. The ERF-3-R program will support a percentage of the annual cost to support telephone, internet, trash, water, and additional building maintenance.
Professional Services	The annual cost for "Professional Services" is \$500,000. The ERF-3-R program will provide a percentage of the annual cost by supporting: - Consulting fees incurred through the regional consolidated planning efforts of identifying and resolving encampments and the LMH Plan development of the CoC as defined by 24 CFR 578.27(b) - Subscription fee includes the annual CHSP membership dues for CAO at \$1000 should they desire to join CHSP Membership.
Indirect (5%)	Represents the ERF-2-R and ERF-3-R program's share of standard administrative and program service expenses not included in the main budgets above. The 5% Indirect Cost under this Scope of Work is \$147,653.

Funding Source: ERF-2-R and ERF-3-R

**Coalition of Homeless Services Providers  
Expenditure and Activity Quarterly Report**

**EXHIBIT D-1**

Agency Name and Address: **Coalition of Homeless Services Providers**  
1123 Fremont Boulevard, Suite D  
Seaside, CA 93955

Remit to: [federicos@countyofmonterey.gov](mailto:federicos@countyofmonterey.gov)  
cc: [wilsonr@countyofmonterey.gov](mailto:wilsonr@countyofmonterey.gov)

Project Term: April 23, 2024 - June 30, 2026

CHSP Contract Administrator: Katrina McKenzie  
Email Address: [kmckenzie@chsp.org](mailto:kmckenzie@chsp.org)  
Direct Phone Number: 831.883.3080 ext. 404

Reporting Date:

<b>Total Contract Amount:</b>	<b>\$2,571,460</b>
<i>CAB Remaining Balance:</i>	
<i>CHSP Remaining Balance:</i>	
<i>Expended to Date:</i>	

<b>Interest Earned Information*</b>	
<b>Interest Earned This Quarter:</b>	<span style="background-color: yellow; display: inline-block; width: 100px; height: 15px;"></span>
<b>Interest Earned To Date:</b>	
<b>Interest Spent To Date:</b>	\$ -
<b>Interest Balance:</b>	\$ -

\*Attach Interest Reports

<b>Expenditure Table *Attach itemized invoices where applicable.</b>			
<b>Contractor(s)</b>	<b>Contracted Amount</b>	<b>Quarterly Expenses</b>	<b>Expenses To Date</b>
Service Provider Costs		<span style="background-color: yellow; display: inline-block; width: 100px; height: 15px;"></span>	
CHSP Management Fee		<span style="background-color: yellow; display: inline-block; width: 100px; height: 15px;"></span>	

Totals:

<b>Summary of activities used to advance the items listed in F.1 Description of Services of Exhibit A-1.</b>

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

\_\_\_\_\_  
Contract Administrator Name/Title

\_\_\_\_\_  
Authorizing Signature/Date

\_\_\_\_\_  
County Contract Manager Name

\_\_\_\_\_  
Authorizing Signature/Date



## EXHIBIT F

**COORDINATED ENTRY REQUIREMENTS**

This Exhibit F ("Exhibit") is hereby incorporated into and made part of the Agreement dated April 23, 2024 ("Agreement") by and between the County of Monterey and COALITION OF HOMELESS SERVICES PROVIDERS ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

**Key Components of Coordinated Entry:**

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care ("CoC") lead agency, to evaluate individuals' and families' needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System ("CARS"), is managed through the local Homeless Management Information System ("HMIS").

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

- Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.
- Receive client referrals solely through CARS.

Receive client referrals through CARS and other means established in EXHIBIT A-1 of this Agreement.

## **CONTRACTOR RESPONSIBILITIES**

### **1. Purpose and Compliance**

- 1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.
- 1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.
- 1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.

### **2. Data Entry and Reporting Requirements**

- 2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.
- 2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.
- 2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.
- 2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.

### **3. Privacy and Security Compliance**

- 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
- 3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.
- 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

### **4. Non-Compliance and Remedies**

- 4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:
  - 4.1.1. Required remedial training;

- 4.1.2. Temporary suspension of CES access;
  - 4.1.3. Withholding of funding until compliance is achieved;
  - 4.1.4. Termination of this Agreement for repeated non-compliance.
- 4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

**EXHIBIT G****HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS**

This Exhibit G ("Exhibit") is hereby incorporated into and made part of the Agreement dated April 23, 2024 ("Agreement") by and between the County of Monterey and COALITION OF HOMELESS SERVICES PROVIDER ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

**1. Purpose and Compliance**

- 1.1. CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
- 1.2. CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
- 1.3. CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties' local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
- 1.4. CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC's HMIS Oversight Committee to represent the agency.

**2. Data Entry and Reporting Requirements**

- 2.1. CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
- 2.2. CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC's privacy policies.
- 2.3. CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC's policies and procedures.
- 2.4. CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
- 2.5. CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.

**3. Privacy and Security Compliance**

- 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.

- 3.2. CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
- 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

**4. HMIS User Access and Training**

- 4.1. CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
- 4.2. All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.
- 4.3. The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

**5. Non-Compliance and Remedies**

- 5.1. Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:
  - 5.1.1. Required remedial training;
  - 5.1.2. Temporary suspension of HMIS access;
  - 5.1.3. Withholding of funding until compliance is achieved;
  - 5.1.4. Termination of this Agreement for repeated non-compliance.
- 5.2. The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.

## EXHIBIT H

**HOUSING FIRST MANDATE**

This Exhibit H("Exhibit") is hereby incorporated into and made part of the Agreement dated April 23, 2024 ("Agreement") by and between the County of Monterey and COALITION OF HOMELESS SERVICES PROVIDER ("CONTRACTOR"). The purpose of this Exhibit is to establish requirements under Senate Bill (SB) 1380, which mandates all state-funded housing programs to utilize Housing First principles (WIC § 8255). Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding "housing readiness." The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

According to Housing First law, the "Core components of Housing First" means all of the following:

- a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
- c. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- e. Participation in services or program compliance is not a condition of permanent housing tenancy. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
- f. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- g. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first-serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
- h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
- i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
- j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

These components are the minimum efforts required by California State law, however, it is encouraged that all contracted agencies seek trainings to discover other ways you can embed a true Housing First philosophy into your program.

## **Non-Compliance and Remedies**

Failure to comply with Housing First requirements may result in corrective actions, including but not limited to:

- Required remedial training;
- Withholding of funding until compliance is achieved;
- Termination of this Agreement for repeated non-compliance.