

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Coalition of Homeless Service Providers

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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

Provide:

homeless services coordination including Coordinated Assessment and Referral System, Continuum of Care, 10 year activities, and Whole Person Care System Integration.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$613,208

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2020 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See Page 10A for list of exhibits

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5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

- 9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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the current Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

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

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

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

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or

errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 **Other Requirements:**

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 **RECORDS AND CONFIDENTIALITY:**

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

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR:
<hr/> Name and Title 1000 S. Main Street Salinas, CA 93901	<hr/> Name and Title
<hr/> Address 831-755-4430	<hr/> Address
<hr/> Phone:	<hr/> Phone:

15.0 MISCELLANEOUS PROVISIONS.

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

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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
Anne Brereton, County Counsel

Date: _____
County Counsel
7/24/2020 | 1:30 PM PDT

Approved as to Fiscal Provisions²

By: _____
DocuSigned by:
Gary Giboney
D3834BEFC1D8449

Date: _____
Auditor/Controller
7/24/2020 | 1:40 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Coalition of Homeless Service Providers

Contractor's Business Name*

DocuSigned by:
Jill Allen, Board President

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

Name and Title

7/23/2020 | 5:38 PM PDT

DocuSigned by:

Anna Foglia, Board Secretary

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

Name and Title

7/24/2020 | 11:44 AM PDT

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

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

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

List of Exhibits

Exhibit	A	Scope of Work
Exhibit	A-1	(SRV) Service Counts
Exhibit	A-2	Quarterly Report Form
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Child Abuse Reporting
Exhibit	F	HIPAA
Exhibit	G	Lobbying
Exhibit	H	Elder Abuse Reporting

SCOPE OF SERVICES/PAYMENT PROVISIONS

COALITION OF HOMELESS SERVICES PROVIDERS

A. FUNDING AMOUNT

Whole Person Care (State)	\$161,981.00
<u>Local Match by County (CF)</u>	<u>\$161,981.00</u>
Total Whole Person Care ends 12/31/20	\$339,962.00
<u>Local County General Fund</u>	<u>\$273,246.00</u>
Total Funding	\$613,208.00

B. CONTRACT TERM July 1, 2020 to June 30, 2021

C. CONTACT INFORMATION

County Contract Monitor: Monterey County Department of Social Services
 Glorietta Rowland, Management Analyst
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 796-3584 Fax: (831) 755-8477
rowlandg@co.monterey.ca.us

Contractor Information: Coalition of Homeless Services Providers
 Roxanne Wilson, Executive Officer
 1942 Fremont Blvd Seaside, CA 93955
 Phone: (831) 883-3080 Fax: (831) 883-3085
rwilson@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. BACKGROUND

The Coalition of Homeless Services Providers (CHSP) is a private, non-profit agency comprised of twelve voting member-agencies, as well as eight non-voting Associate members and seven non-voting Community Advisors. The agency's mission is to promote interagency coordination and stimulate community-wide planning and coordination of programs for individuals and families who are homeless. As the designated Continuum of Care Coordinator, CHSP has been developing and improving a Coordinated Assessment and Referral System (CARS) which is integral to the coordination of services across providers.

E. 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:

E.1 COORDINATED ASSESSMENT & REFERRAL

- a. CONTRACTOR shall manage and oversee the Coordinated Assessment and Referral System (CARS) which will consist of the following activities:

SCOPE OF SERVICES/PAYMENT PROVISIONS

- i. Maintain two (2) staff positions to sustain and support the CARS data system ensuring resource availability and shelter capacity information is kept up to date.
- ii. Administer the CARS Master List.
- iii. Manage training needs across the homeless service provider network to ensure systems change to incorporate CARS is maintained.
- iv. Provide technical assistance to Federally and State mandated organizations.
- v. Administer CARS referrals to receiving programs.
- vi. Provide oversight and ensure compliance.
- vii. Coordinate mandated annual CE evaluation.
- viii. Resolve findings of evaluation.
- ix. Update CARS policies and procedures, at least annually.
- x. Engage with community partners to participate in CARS as a referring entity and/or receiving program.

E.2 CONTINUUM OF CARE ACTIVITIES & INCLEMENT WEATHER

- a. CONTRACTOR shall provide Continuum of Care Coordinator Activities:
 - i. Coordinate and provide all needed technical assistance to current and interested Continuum of Care (CoC) Consolidated Application applicants.
 - ii. Convene CoC meetings, send meeting notices, develop agendas, record and distribute minutes.
 - iii. Act as point-of-contact in the development and implementation of the CoC CA-506 Salinas/Monterey, San Benito Counties' 10-Year Plan. 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 HEARTH (Homeless Emergency Assistance and Rapid Transition to Housing) Act regulations.
 - iv. Notify service providers and the public of the release of the CoC Consolidated Application. Prepare and submit a public notice to local newspapers notifying the public of the process.
 - v. Convene meetings with eligible agencies to discuss application strategies and timelines for submittal.
 - vi. Develop and submit the CoC Consolidated Application and applicant agency project applications to the Department of Housing and Urban Development (HUD) as the CoC designated Collaborative Applicant by the established deadline.
 - vii. Administer annual sheltered Housing Inventory Count and Point in Time Count.
 - viii. Administer biennial Unsheltered Point in Time Count.
 - ix. Utilize point-in-time Housing Inventory Chart data to develop County-wide unmet bed needs and gaps analysis as required by HUD.
 - x. Provide staff support to the annual CoC Application to HUD under the direction of the CoC Leadership Council. Prepare Review & Ranking Panel funding priority recommendations for presentation to the CoC Leadership Council for approval.
 - xi. Lead Monterey County Homeless Management Information System (HMIS) activities, coordinate with the HMIS consultant, and provide technical assistance to CHSP member-agencies and other contributory HMIS

SCOPE OF SERVICES/PAYMENT PROVISIONS

- organizations to ensure necessary training, accurate data entry and homeless reports.
- xii. Lead CoC efforts in developing an ongoing, vibrant HMIS Quality Assurance Plan toward becoming a US Dept. of HUD “High Performing CoC.”
 - xiii. Identify systems gaps and actively pursue projects and funding to fill needs.
- b. CONTRACTOR shall serve as the primary contact for calls from elected county officials and local jurisdictions within the county regarding the need for outreach at homeless encampments. CONTRACTOR shall notify the provider network of the encampment situation within 24 hours of receiving a request for assistance from the jurisdiction. It is understood that CONTRACTOR is not a direct services provider and serves as a coordinating body for independent homeless service providing organizations. Additionally, 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. Contractor shall maintain a database that tracks homeless encampments throughout the county and will work with county departments in sharing such data inter-organizationally.
- c. CONTRACTOR shall perform tasks to support the Inclement Weather Plan.
- i. During the winter months, generally from November 1 to March 31, 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.
 - ii. CONTRACTOR shall contact providers on the chart to determine if the information is still current, or if capacity noted has expanded or contracted.
 - iii. 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.
 - iv. CONTRACTOR shall actively research and contact potential facilities throughout the County which can be opened as temporary emergency shelters during inclement weather.
- d. 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 to educate and engage with landlords.
- E.3 TEN-YEAR PLAN ACTIVITIES
- a. CONTRACTOR shall provide support and advocacy for development of affordable housing in Monterey County as outlined in the *Lead Me Home*, 10-Year Plan to End Homelessness. Adequate performance of this measure shall be based on the number

SCOPE OF SERVICES/PAYMENT PROVISIONS

of housing units and options developed. A report shall be submitted to the County Contract Monitor quarterly.

- b. CONTRACTOR shall ensure committees defined within the *Lead Me Home*, 10-Yr Plan to End Homelessness are active and engaged to include the Oversight Committee, Housing Pipeline and Funding Committees. Adequate performance of this measure shall be based on attendance logs of committee meetings and activities within the quarter.
- c. CONTRACTOR shall participate in a lead role on the following activities related to Lead Me Home 10-Year Plan
 - i. Support Leadership Council meetings in collaboration with the Department of Social Services (DSS). Send meeting notices and convene meetings, develop agendas, record and distribute minutes.
 - ii. Coordinate with consulting partners, as needed, to continue the implementation of the 10-Year Plan.
 - iii. Provide staff support as needed to other 10-Year Plan standing committees in conjunction with DSS/Community Action Partnership (CAP) and other identified support partners within the CoC.
 - iv. Seek other resources to ensure the adopted 10-Year Plan is implemented and revised as homeless conditions and population needs change.
 - v. Work closely with San Benito County in the implementation of the 10-Year Plan strategies.
 - vi. Coordinate formal inclusion of additional community stakeholders in the Lead Me Home 10-Year Plan implementation committees, work groups, action teams, etc.

E.4 HMIS LICENSING FEES

- a. Serve as lead agency for the Homeless Management Information system.
 - i. Manage day-to-day operational aspects of HMIS project
 - ii. Purchase, distribute and manage license allocations
 - iii. Contract with approved HMIS software and other technological vendors
 - iv. Ensure client privacy, security and confidentiality
 - v. Enforce HMIS End User agreements
 - vi. Enforce data collection, entry, and quality standards of approximately 100 end users across the homeless service sector
 - vii. Assist with required reporting configurations such as; HIC/PIT, CAPER, APR, Systems Performance Measures, Longitudinal Systems Analysis, etc.
 - viii. Train HMIS End Users, Agency Admins and Agency Security Officers
 - ix. Run HUD Universal Data Elements, Data Incongruities Reports, and other data quality reports as required by Federal and State partners
 - x. Provide technical support to End Users
 - xi. Maintain HMIS data quality in keeping with Federal and State requirements
 - xii. 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.
 - xiii. Manage user accounts and access control

SCOPE OF SERVICES/PAYMENT PROVISIONS

- xiv. Identify and develop system enhancements and communicate changes to participating agencies.
- xv. Update, at least annually, the HMIS policies and procedures.
- xvi. Ensure organizational adherence and enforcement of the HMIS Policies and Procedures and respond to any violations.
- xvii. Administer annual security site visit inspections to all HMIS agencies.
- xviii. Provide assistance to the State to develop the Homeless Data Information System (HDIS), the State of CA's version of HMIS.

E.5 TECHNICAL SUPPORT & INTERFACE DEVELOPMENT

- a. CONTRACTOR shall participate in data exchange projects related to the data gathered as part of this program and during this Agreement that may require technical support, development of data interfaces or automated data extracts including but not exclusive to secure file transfer protocol (SFTP).
- b. All technical professional services necessary under this category will require an implementation plan to include technical scope and proposed costs that will require mutual approval prior to commencement of any technical support development services.
- c. The estimated cost allocated in this category is to enable COUNTY and CONTRACTOR to develop and test the data interfaces for an agile and secure solution that will enable data exchange relative to shared client information to ensure continuity of care across multiple data systems.
- d. All costs under this category will be on "as approved" and "as incurred basis".
- e. Activities under this category may include but are not exclusive to:
 - i. Development of data sharing system architecture both current and desired state.
 - ii. Programming necessary to enable interfaces for automated data extracts.
 - iii. Programming necessary to enable interfaces for real time access to shared client information.
 - iv. Development of application program interface (API) that will require County vendor for existing solutions to work in conjunction with CONTRACTOR vendor for access to real time data.
 - v. Enable access to reporting with data elements defined.
 - vi. Technical services and programming necessary for an enterprise master person index (eMPI) interface as needed.

F. REPORTING

- F.1 CONTRACTOR shall submit a semi-annual service report addressing deliverables outlined in this Scope of Services using the report template included in this Agreement as **Exhibit A-1** to the County Contract Monitor.
- F.2 These reports are due:
 - a. January 10, 2021 for the period of July 1, 2020 to December 31, 2020
 - b. July 10, 2021 for the period of July 1, 2020 to June 30, 2021
- F.3 CONTRACTOR shall submit a quarterly report of activities addressing deliverables outlined in this Scope of Services using the report template included in this Agreement as **Exhibit A-2** to the County Contract Monitor
- F.4 These reports are due:

SCOPE OF SERVICES/PAYMENT PROVISIONS

- a. October 10, 2020 for the period of July 1, 2020 to September 30, 2020
 - b. January 10, 2021 for the period of October 1, 2020 to December 31, 2020
 - c. April 10, 2021 for the period of January 1, 2021 to March 31, 2021
 - d. July 10, 2021 for the period of April 1, 2021 to June 30, 2021
- F.5 CONTRACTOR shall participate in an annual site visit conducted by COUNTY staff to review fiscal integrity, customer service, business management, and service delivery. Completion of this measure shall be documented through issuance of an annual site visit report.
- G. PAYMENT PROVISIONS
- G.1 COUNTY shall pay CONTRACTOR according to the terms set forth in Exhibit B, Section I, PAYMENT BY COUNTY, of this Agreement.
 - G.2 The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2020 through December 31, 2020 shall not exceed **three hundred eleven thousand six hundred eighty-four dollars and zero cents (\$311,684.00)**.
 - G.3 The total amount payable by COUNTY to CONTRACTOR for the period January 1, 2021 through June 30, 2021 shall not exceed three hundred one thousand five hundred twenty-four dollars and zero cents (\$301,524.00).
 - G.4 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **six hundred thirteen thousand two hundred eight dollars and zero cents (\$613,208.00)** per Exhibit C, Budget.
 - G.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed no later than 10 days after the end of each month on the form set forth in **Exhibit D**. The final invoice will be due no later than July 10, 2020.
 - G.6 All original signed invoices shall be mailed to the County Contract Monitor.

(end of Exhibit A)

Monterey County Community Action Partnership				
Individual and Family (SRV) Service Counts				
SRV 1	Employment Services (SRV 1)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 1a-f	Skills Training and Opportunities for Experience (SRV 1a-f)			
SRV 1a	Vocational Training			
SRV 1b	On-the-Job and other Work Experience			
SRV 1c	Youth Summer Work Placements			
SRV 1d	Apprenticeship/Internship			
SRV 1e	Self-Employment Skills Training			
SRV 1f	Job Readiness Training			
SRV 1g-h	Career Counseling (SRV 1g-h)			
SRV 1g	Workshops			
SRV 1h	Coaching			
SRV 1i-n	Job Search (SRV 1i-n)			
SRV 1i	Coaching			
SRV 1j	Resume Development			
SRV 1k	Interview Skills Training			
SRV 1l	Job Referrals			
SRV 1m	Job Placements			
SRV 1n	Pre-employment physicals, background checks, etc.			
SRV 1o-p	Post Employment Supports (SRV 1o-p)			
SRV 1o	Coaching			
SRV 1p	Interactions with employers			
SRV 1q	Employment Supplies (SRV 1q)			
SRV 1q	Employment Supplies			
SRV 2	Education and Cognitive Development Services (SRV 2)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 2a-j	Child/Young Adult Education Programs (SRV 2a-j)			
SRV 2a	Early Head Start			
SRV 2b	Head Start			
SRV 2c	Other Early-Childhood (0-5 yr. old) Education			
SRV 2d	K-12 Education			
SRV 2e	K-12 Support Services			
SRV 2f	Financial Literacy Education			
SRV 2g	Literacy/English Language Education			
SRV 2h	College-Readiness Preparation/Support			
SRV 2i	Other Post Secondary Preparation			
SRV 2j	Other Post Secondary Support			
SRV 2k	School Supplies (SRV 2k)			
SRV 2k	School Supplies			

SRV 2l-q	Extra-curricular Programs (SRV 2l-q)			
SRV 2l	Before and After School Activities			
SRV 2m	Summer Youth Recreational Activities			
SRV 2n	Summer Education Programs			
SRV 2o	Behavior Improvement Programs (attitude, self-esteem, Dress-for-Success, etc.)			
SRV 2p	Mentoring			
SRV 2q	Leadership Training			
SRV 2r-z	Adult Education Programs (SRV 2r-z)			
SRV 2r	Adult Literacy Classes			
SRV 2s	English Language Classes			
SRV 2t	Basic Education Classes			
SRV 2u	High School Equivalency Classes			
SRV 2v	Leadership Training			
SRV 2w	Parenting Supports (may be a part of the early childhood programs identified above)			
SRV 2x	Applied Technology Classes			
SRV 2y	Post-Secondary Education Preparation			
SRV 2z	Financial Literacy Education			
SRV 2aa	Post-Secondary Education Supports (SRV 2aa)			
SRV 2aa	College applications, text books, computers, etc.			
SRV 2bb	Financial Aid Assistance (SRV 2bb)			
SRV 2bb	Scholarships			
SRV 2cc	Home Visits (SRV 2cc)			
SRV 2cc	Home Visits			
SRV 3	Income and Asset Building Services (SRV 3)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 3a-g	Training and Counseling Services (SRV 3a-g)			
SRV 3a	Financial Capability Skills Training			
SRV 3b	Financial Coaching/Counseling			
SRV 3c	Financial Management Programs (including budgeting, credit management, credit repair, credit counseling, etc.)			
SRV 3d	First-time Homebuyer Counseling			
SRV 3e	Foreclosure Prevention Counseling			
SRV 3f	Small Business Start-Up and Development Counseling Sessions/Classes			
SRV 3g-l	Benefit Coordination and Advocacy (SRV 3g-l)			
SRV 3g	Child Support Payments			
SRV 3h	Health Insurance			
SRV 3i	Social Security/SSI Payments			
SRV 3j	Veteran's Benefits			
SRV 3k	TANF Benefits			
SRV 3l	SNAP Benefits			
SRV 3m-o	Asset Building (SRV 3n-s)			
SRV 3m	Saving Accounts/IDAs and other asset building accounts			
SRV 3n	Other financial products (IRA accounts, MyRA, other retirement accounts, etc.)			
SRV 3o	VITA, EITC, or Other Tax Preparation programs			
SRV 3p-q	Loans And Grants (SRV 3p-q)			
SRV 3p-q	Micro-loans			
SRV 3q	Business incubator/business development loans			

SRV 4a-f	Housing Services (SRV 4a-f)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 4a-e	Housing Payment Assistance			
SRV 4a	Financial Capability Skill Training			
SRV 4b	Financial Coaching/Counseling			
SRV 4c	Rent Payments (includes Emergency Rent Payments)			
SRV 4d	Deposit Payments			
SRV 4e	Mortgage Payments (includes Emergency Mortgage Payments)			
SRV 4f-h	Eviction Prevention Services (SRV 4f-h)			
SRV 4f	Eviction Counseling			
SRV 4g	Landlord/Tenant Mediations			
SRV 4h	Landlord/Tenant Rights Education			
SRV 4i-l	Utility Payment Assistance (SRV 4i-l)			
SRV 4i	Utility Payments (LIHEAP-includes Emergency Utility Payments)			
SRV 4j	Utility Deposits			
SRV 4k	Utility Arrears Payments			
SRV 4l	Level Billing Assistance			
SRV 4m-p	Housing Placement/Rapid Re-housing (SRV 4m-p)			
SRV 4m	Temporary Housing Placement (includes Emergency Shelters)			
SRV 4n	Transitional Housing Placements			
SRV 4o	Permanent Housing Placements			
SRV 4p	Rental Counseling			
SRV 4q	Housing Maintenance & Improvements (SRV 4q)			
SRV 4q	Home Repairs (e.g. structural, appliance, heating systems. etc.) (Including Emergency Home Repairs)			
SRV 4r-t	Weatherization Services (SRV 4r-t)			
SRV 4r	Independent-living Home Improvements (e.g. ramps, tub and shower grab bars, handicap accessible modifications, etc.)			
SRV 4s	Healthy Homes Services(e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc.)			
SRV 4t	Energy Efficiency Improvements (e.g. insulation, air sealing, furnace repair, etc.)			
SRV 5	Health and Social/Behavioral Development Services (SRV 5)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 5a-j	Health Services, Screening and Assessments (SRV 5a-k)			
SRV 5a	Immunizations			
SRV 5b	Physicals			
SRV 5c	Developmental Delay Screening			
SRV 5d	Vision Screening			
SRV 5e	Prescription Payments			
SRV 5f	Doctor Visit Payments			
SRV 5g	Maternal/Child Health			
SRV 5h	Nursing Care Sessions			
SRV 5i	In-Home Affordable Seniors/Disabled Care Sessions (Nursing, Chores, Personal Care Services)			
SRV 5j	Health Insurance Options Counseling			

SRV 5k-o	Reproductive Health Services (SRV 5k-o)			
SRV 5k	Coaching Sessions			
SRV 5l	Family Planning Classes			
SRV 5m	Contraceptives			
SRV 5n	STI/HIV Prevention Counseling Sessions			
SRV 5o	STI/HIV Screenings			
SRV 5p-q	Wellness Education (SRV 5p-q)			
SRV 5p	Wellness Classes (stress reduction, medication management, mindfulness, etc.)			
SRV 5q	Exercise/Fitness			
SRV 5r-x	Mental/Behavioral Health (SRV 5r-x)			
SRV 5r	Detoxification Sessions			
SRV 5s	Substance Abuse Screenings			
SRV 5t	Substance Abuse Counseling			
SRV 5u	Mental Health Assessments			
SRV 5v	Mental Health Counseling			
SRV 5w	Crisis Response/Call-In Responses			
SRV 5x	Domestic Violence Programs			
SRV 5y-aa	Support Groups (SRV 5y-aa)			
SRV 5y	Substance Abuse Support Group Meetings			
SRV 5z	Domestic Violence Support Group Meetings			
SRV 5aa	Mental Health Support Group Meeting			
SRV 5bb-ee	Dental Services, Screenings and Exams (SRV 5bb-ee)			
SRV 5bb	Adult Dental Screening/Exams			
SRV 5cc	Adult Dental Services (including Emergency Dental Procedures)			
SRV 5dd	Child Dental Screenings/Exams			
SRV 5ee	Child Dental Services (including Emergency Dental Procedures)			
SRV 5ff-jj	Nutrition and Food/Meals (SRV 5ff-jj)			
SRV 5ff	Skills Classes (Gardening, Cooking, Nutrition)			
SRV 5gg	Community Gardening Activities			
SRV 5hh	Incentives (e.g. gift card for food preparation, rewards for participation, etc.)			
SRV 5ii	Prepared Meals			
SRV 5jj	Food Distribution (Food Bags/Boxes, Food Share Program, Bags of Groceries)			
SRV 5kk-mm	Family Skills Development (SRV 5kk-mm)			
SRV 5kk	Family Mentoring Sessions			
SRV 5ll	Life Skills Coaching Sessions			
SRV 5mm	Parenting Classes			
SRV 5nn-oo	Emergency Hygiene Assistance (SRV 5nn-oo)			
SRV 5nn	Kits/boxes			
SRV 5oo	Hygiene Facility Utilizations (e.g. showers, toilets, sinks)			

SRV 6	Civic Engagement and Community Involvement Services (SRV 6)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 6a-f	Civic Engagement and Community Involvement Services (SRV 6a-f)			
SRV 6a	Voter Education and Access			
SRV 6b	Leadership Training			
SRV 6c	Tri-partite Board Membership			
SRV 6d	Citizenship Classes			
SRV 6e	Getting Ahead Classes			
SRV 6f	Volunteer Training			
SRV 7	Services Supporting Multiple Domains (SRV 7)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 7a	Case Management (SRV 7a)			
SRV 7a	Case Management			
SRV 7b	Eligibility Determinations (SRV 7b)			
SRV 7b	Eligibility Determinations	1,235		
SRV 7c	Referrals (SRV 7c)			
SRV 7c	Referrals	392		
SRV 7d	Transportation Services (SRV 7d)			
SRV 7d	Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair; including emergency services)			
SRV 7e-f	Childcare (SRV 7e-f)			
SRV 7e	Child Care subsidies			
SRV 7f	Child Care payments			
SRV 7g	Eldercare (SRV 7g)			
SRV 7g	Day Centers			
SRV 7h-j	Identification Documents (SRV 7h-j)			
SRV 7h	Birth Certificate			
SRV 7i	Social Security Card			
SRV 7j	Driver's License			
SRV 7k	Re-Entry Services (SRV 7k)			
SRV 7k	Criminal Record Expungements			
SRV 7l	Immigration Support Services (relocation, food, clothing) (SRV 7l)			
SRV 7l	Immigration Support Services (relocation, food, clothing)			
SRV 7m	Legal Assistance (includes emergency legal assistance) (SRV 7m)			
SRV 7m	Legal Assistance			
SRV 7n	Emergency Clothing Assistance (SRV 7n)			
SRV 7n	Emergency Clothing Assistance			
SRV 7o	Mediation/Customer Advocacy Interventions (debt forgiveness, negotiations or issues with landlords) (SRV 7o)			
SRV 7o	Mediation/Customer Advocacy Interventions			

Coalition of Homeless Services Providers
Quarterly Report (Maximum 5 pages)

Reporting Period:

Contractor shall report quarterly outcomes on the following contract deliverables:

1. Coordinated Assessment and Referral System (CARS):

2. Continuum of Care Coordinator Activities & Inclement Weather:

3. Lead Me Home, 10-Year Plan Activities:

4. HMIS Administration Activities:

5. Technical Support & Interface Development:

6. Other Comments:

EXHIBIT B**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES****ADDITIONAL PROVISIONS****I. PAYMENT BY COUNTY:**

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

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 10**. **If the Final Invoice is not received by COUNTY by close of business on July 10, 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: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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.

(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.

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

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

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

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

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

2.05 Remedies for Inadequate Service Levels:

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

EXHIBIT B

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

EXHIBIT B

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**.

EXHIBIT B

- **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.

EXHIBIT B

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. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Roxanne Wilson** 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.

5.02 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.

EXHIBIT B

VI. 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.

VII. 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, 2020 - June 30, 2021

Agency Name Coalition of Homeless Services Providers

Expense Categories	CoC Coordination	Total Budget
	\$613,208.00	\$613,208.00
Personnel	\$ 207,208.00	\$ 207,208.00
Whole Person Care integration	\$ 60,000.00	\$ 60,000.00
Coordinated Entry System Annual Mainten	\$ -	\$ -
Homeless Management Information System	\$ 40,000.00	\$ 40,000.00
Occupancy	\$ 30,000.00	\$ 30,000.00
Equipment	\$ 6,000.00	\$ 6,000.00
Insurance	\$ 5,000.00	\$ 5,000.00
Audit	\$ 25,000.00	\$ 25,000.00
Supplies	\$ 10,000.00	\$ 10,000.00
Utilities	\$ 8,000.00	\$ 8,000.00
Accounting Services	\$ 60,000.00	\$ 60,000.00
Professional Services	\$ 162,000.00	\$ 162,000.00
Program Total	\$ 613,208.00	\$ 613,208.00

Budget Narrative

Expense Category	Line Item narrative
Personnel	Subsidizes all personnel costs. (6 staff members)
Whole Person Care integration	HMIS/CARS licenses CoC wide.
Coordinated Entry System Annual Mainten	CARS integrated into HMIS. This is no longer a direct expense.
Homeless Management Information System	HMIS/CARS Technology Platform to include reporting (HIC/PIT, LSA, etc.), HMIS CoC support.
Occupancy	HMIS/CARS licenses CoC wide.
Equipment	Copy machine lease and service contracts
Insurance	Agency liability, errors, omission and automobile insurance.
Audit	Annual independent financial audit.
Supplies	Office supplies, meeting supplies, printing and postage.
Utilities	Percentage of telephone, internet, and other operational building utilities.
Accounting Services	Percentage of monthly accounting, HR, and payroll services.
Professional Services	\$50k FMR Study, \$65K Homeless Census, \$47K CoC Training.

Funding Source:

Coalition of Homeless Services Providers

July 1, 2020 - June 30, 2021

INVOICE

Remit To:
Coalition of Homeless Services Providers
220 12th Street
Marina, CA 93933

Invoice Term:

Budget Item	Total Budget	CoC/10-Year Plan Activities	HMIS Activities	WPC Interface/Technology	Total Monthly Expense	Balance
Personnel	\$ 207,208.00	\$ -	\$ -	\$ -	\$ -	\$ 207,208.00
Whole Person Care Interface/Technology	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
Coordinated Entry System Annual Maint	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Homeless Management Information System	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ 40,000.00
Occupancy	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -	\$ 30,000.00
Equipment	\$ 6,000.00	\$ -	\$ -	\$ -	\$ -	\$ 6,000.00
Insurance	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -	\$ 5,000.00
Audit	\$ 25,000.00	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00
Supplies	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00
Utilities	\$ 8,000.00	\$ -	\$ -	\$ -	\$ -	\$ 8,000.00
Accounting Services	\$ 60,000.00	\$ -	\$ -	\$ -	\$ -	\$ 60,000.00
Professional Services	\$ 162,000.00	\$ -	\$ -	\$ -	\$ -	\$ 162,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 613,208.00
Total Budget	\$ 613,208	\$ 513,208.00	\$ 40,000	\$ 60,000	\$ 613,208.00	
Year to Date	\$ -	\$ -	\$ -	\$ -	\$ -	
Balance Remaining	\$ 513,208.00	\$ 513,208.00	\$ 40,000.00	\$ 60,000.00	\$ 613,208.00	

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

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____ Date: _____

EXHIBIT E

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Coalition of Homeless Services Providers

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Jill Allen, Board President
A9DB1CE929544E8...

Authorized Signature

7/23/2020 | 5:38 PM PDT

Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County Please email CAPC@co.monterey.ca.us

EXHIBIT F

Health Insurance Portability & Accountability Act (HIPAA) Certification

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

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

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

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

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

I. DEFINITIONS

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

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

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

EXHIBIT F**II. CONFIDENTIALITY REQUIREMENTS**

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

EXHIBIT F

- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

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

IV. TERMINATION

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

V. MISCELLANEOUS

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

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

EXHIBIT F

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

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

CONTRACTOR: Coalition of Homeless Services Providers

By: _____
DocuSigned by:
Bill Allen, Board President
A9DB1CE929544E8...

Date: _____ 7/23/2020 | 5:38 PM PDT

CERTIFICATION REGARDING LOBBYING

Coalition of Homeless Services Providers

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

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

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

DocuSigned by:

 Signature A9DB1CE929544E8...

7/23/2020 | 5:38 PM PDT

Coalition of Homeless Services Providers
Agency/Organization

Date


**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**
Coalition of Homeless Services Providers

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>

DocuSigned by:

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Authorized Signature

7/23/2020 | 5:38 PM PDT

Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **1 (800) 510-2020**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

Page 1 of 2
Elder/Dependent Adult Abuse & Neglect Reporting Certification

Agreement: 2020-21 CHSP \$613,208 5010-73

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.

- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

▶ Log In

[Login.gov FAQs](#)

- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 08/08/2020 from 8:00 AM to 1:00 PM
- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 07/18/2020 from 8:00 AM to 10:00 PM
- ⚠ ALERT: CAGE is experiencing intermittent service interruptions. SAM registrants may encounter an error validating a CAGE Code. If this happens, please try again later.

Entity Dashboard

- ▶ [Entity Overview](#)
- ▶ [Entity Registration](#)
 - ▶ [Core Data](#)
 - ▶ [Assertions](#)
 - ▶ [Reps & Certs](#)
 - ▶ [POCs](#)
- ▶ [Exclusions](#)
 - ▶ [Active Exclusions](#)
 - ▶ [Inactive Exclusions](#)
 - ▶ [Excluded Family Members](#)

[RETURN TO SEARCH](#)

Coalition of Homeless Services Providers
 DUNS: 105480391 CAGE Code: 501E0
 Status: Active
 Expiration Date: 03/19/2021
 Purpose of Registration: All Awards

1942 FREMONT BLVD
 SEASIDE, CA, 93955-3103,
 UNITED STATES

Entity Overview

Entity Registration Summary

Name: Coalition of Homeless Services Providers
Business Type: Business or Organization
Last Updated By: Roxanne Wilson
Registration Status: Active
Activation Date: 03/31/2020
Expiration Date: 03/19/2021

Exclusion Summary

Active Exclusion Records? No



IBM-P-20200626-1452
WWW5

- [Search Records](#)
- [Disclaimers](#)
- [FAPHS.gov](#)
- [Data Access](#)
- [Accessibility](#)
- [GSA.gov/LAE](#)
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- [Privacy Policy](#)
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- [Help](#)

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

Certificate Of Completion

Envelope Id: 0BA92FE06A7F449A9E14CDF2998A5B41	Status: Sent
Subject: Please DocuSign: CHSP 20-21 \$613,208.pdf	
Source Envelope:	
Document Pages: 43	Signatures: 7
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Jan Wolf
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	WolfJ@co.monterey.ca.us
	IP Address: 192.92.176.114

Record Tracking

Status: Original	Holder: Jan Wolf	Location: DocuSign
7/20/2020 9:40:03 AM	WolfJ@co.monterey.ca.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Social Services	Location: DocuSign

Signer Events

Jill Allen, Board President
 Jill.allen@dorothisplace.org
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 A9DB1CE929544E8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 67.164.49.143

Timestamp

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 Viewed: 7/23/2020 5:38:04 PM
 Signed: 7/23/2020 5:38:41 PM

Electronic Record and Signature Disclosure:

Accepted: 7/23/2020 5:38:04 PM
 ID: 9206dad9-4e11-438b-90b8-0887a359fd8b

Anna Foglia, Board Secretary
 afoglia@sunstreet.org
 CEO
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 B2CE94D3B05246B...
 Signature Adoption: Pre-selected Style
 Using IP Address: 173.11.73.177

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 Signed: 7/24/2020 11:44:08 AM

Electronic Record and Signature Disclosure:

Accepted: 7/24/2020 11:42:54 AM
 ID: adb979db-7f38-4f47-acae-2da769a95a2b

Anne Brereton, County Counsel
 BreretonA@co.monterey.ca.us
 Security Level: Email, Account Authentication (None)

Completed
 Using IP Address: 192.92.176.112

Sent: 7/24/2020 11:44:14 AM
 Viewed: 7/24/2020 1:29:39 PM
 Signed: 7/24/2020 1:30:32 PM

Electronic Record and Signature Disclosure:

Accepted: 7/24/2020 1:29:39 PM
 ID: 2cb13a0f-632c-4823-b137-e027cbd4d2da

Gary Giboney
 giboneyg@co.monterey.ca.us
 Chief Deputy Auditor-Controller
 County of Monterey
 Signing Group: Auditor/Controller Signers
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 D3834BFEC1D8449...
 Signature Adoption: Pre-selected Style
 Using IP Address: 107.142.229.22

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 Viewed: 7/24/2020 1:40:41 PM
 Signed: 7/24/2020 1:40:52 PM

Electronic Record and Signature Disclosure:

Accepted: 6/24/2020 10:29:27 AM
 ID: e202b2b4-a46c-4303-9783-0c64502e30e3

Signer Events	Signature	Timestamp
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Lori A. Medina
medinal@co.monterey.ca.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Becky Cromer
cromerbl@co.monterey.ca.us
County of Monterey
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 5/6/2020 5:40:51 PM
ID: 865bb7c0-8667-48ee-ac6b-c56c3339027a

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Roxanne V. Wilson, Executive Officer
rwilson@chspmontereycounty.org
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 7/16/2020 10:27:08 AM
ID: 8c95c19b-862e-4458-b677-eaf919275057



Using IP Address: 73.92.151.37

Carbon Copy Events	Status	Timestamp
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Glorietta Rowland
rowlandg@co.monterey.ca.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Accepted: 5/3/2020 8:29:56 AM
ID: dc885139-ba63-4717-9390-c136c56506cc

Miripi Iaro
larom@co.monterey.ca.us
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 7/24/2020 1:40:58 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Social Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Social Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: urenael@co.monterey.ca.us

To advise Social Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at urenael@co.monterey.ca.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Social Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to urenael@co.monterey.ca.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Social Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to urenae1@co.monterey.ca.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Social Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Social Services during the course of your relationship with Social Services.