

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:
Bay Area Community Services,
(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:

operation of the Salinas Housing Advancement, Resource & Education (SHARE) Center providing shelter and housing navigation for the homeless

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: \$ 442,448.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 27, 2021 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

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.

TERMINATION: (see Exhibit L)

~~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.~~

^{DS}
BMC 7.0

Contractor

County



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: (see Exhibit L)

^{DS}
BMC
Contractor
County

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

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

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

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

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

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

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



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

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

9.04 Other Requirements:

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

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

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

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

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

10.0 RECORDS AND CONFIDENTIALITY:

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

11.0 NON-DISCRIMINATION:

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 INDEPENDENT CONTRACTOR:

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

14.0 NOTICES:

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

FOR COUNTY: Lori A. Medina, DSS Director	FOR CONTRACTOR: Jaime Almanza, CEO
Name and Title 1000 S. Main Street Salinas, CA 93901	Name and Title 390 40th Street Oakland, CA 94809
Address 831-755-4430	Address 510-415-4672
Phone:	Phone:

15.0 MISCELLANEOUS PROVISIONS.

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

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

16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹ DocuSigned by:
Anne Brenton, County Counsel

By: _____
County Counsel
4/19/2021 | 2:38 PM PDT

Date: _____

Approved as to Fiscal Provisions² DocuSigned by:

By: _____
Gary Giboney
Auditor/Controller

Date: _____
4/19/2021 | 2:41 PM PDT

Approved as to Liability Provisions³

By: _____

Date: _____
Risk Management

Bay Area Community Services

Contractor's Business Name*

Jamie Almanza, CEO

2CFE83C6436342A...

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

Name and Title

4/19/2021 | 12:38 PM PDT

Date: _____

DocuSigned by:

Barbara MacLuliffe, CFO

9635016292C84AB...

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

Name and Title

4/19/2021 | 1:41 PM PDT

Date: _____

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
Bay Area Community Services

Exhibit	A	Scope of Services/Payment Provisions
Exhibit	B	DSS Additional Provisions
Exhibit	C	Budget
Exhibit	D	Invoice
Exhibit	E	Occupancy Terms
Exhibit	F	Pet Policy
Exhibit	G	Child Abuse & Neglect Reporting
Exhibit	H	HIPAA Certification
Exhibit	I	Certification Regarding Lobbying
Exhibit	J	Audit & Recovery of Overpayments
Exhibit	K	Elder Abuse & Neglect Reporting
Exhibit	L	Modifications to Standard Agreement

SCOPE OF SERVICES/PAYMENT PROVISIONS

BAY AREA COMMUNITY SERVICES

- A. TOTAL FUNDING: \$442,448.00 HHAP Round 1
- B. CONTRACT TERM: April 27, 2021 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: Jaime Almanza, CEO
 Bay Area Community Services
 390 40th Street Oakland, CA 94609
 Phone: (510) 415-4672
Jalmanza@bayarescs.org
- Location of Services: SHARE Center
 845 E. Laurel Drive Salinas, CA 93906
- D. BACKGROUND
 Bay Area Community Services (BACS) has extensive history working with the chronic homeless population. The mission of BACS is to uplift under-served individuals and their families by doing “whatever it takes.” In 1953, BACS was created from a council of 11 churches in Oakland to provide social and behavioral health services to individuals in Alameda County with a mission of ‘keeping individuals connected to their communities.’ Over the last 67 years, BACS has provided supportive services to more than 100,000 people. BACS is an expert in comprehensive, integrated, and effective approaches to housing & health for complex populations. Today, BACS’ 360+ team members serve more than 12,500 people each year.
- 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 Staff and operate the SHARE Center, a 24-hr shelter and housing navigation center located at 845 E. Laurel Drive Salinas, CA, in compliance with Exhibit E – Occupancy Terms, for the City of Salinas and the County of Monterey in a manner of the utmost cleanliness, with a Housing First, safety-first approach, and with appropriate sanitation practices including custodial services.
- E.2 Ensure Center services are Americans with Disabilities Act (ADA) compliant.
- E.3 Operate the Center under COVID-19 emergency orders, while in affect, including weekends and holidays.
- E.4 Ensure Center is operated as a pet friendly facility in accordance with recommended pet friendly best-practices (Exhibit E attached).
- E.5 Ensure all pets are registered with the Center.
- E.6 Ensure per owner receives and signs a pet notice of responsibility.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- E.7 Provide security on site, 24 hours, seven (7) days a week including weekends and holidays and develop a protocol to ensure the safety of staff and guests and minimize the impact of the Center on the neighboring community.
- E.8 Be responsible for implementing and enforcing a mandatory 24 hour, seven (7) days a week no-loitering policy on Center property and minimizing the potential impacts to the surrounding neighborhood and community at-large through community engagement methods.
- E.9 Not permit disruptive guests in the Center who adversely impact the peace and quiet for others.
- E.10 Not allow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
- E.11 Provide clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
- E.12 Provide informal weekly updates including capacity counts and general feedback to the County Contract Monitor to maintain strong communication regarding operations and services. CONTRACTOR shall notify the County immediately if the Center fills to capacity.
- E.13 Serve up to approximately 100 individuals and/or family members in the Center on any given night.
- E.14 Coordinate the provision of 3 daily meals for residents. Food may be prepared on-site and obtained through donations from faith-based organizations or other organizations. All dishes and flatware shall be cleaned each night or otherwise (if appropriate) be properly disposed of.
- E.15 Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children. All Salinas Fire Department regulations will be adhered to.
- E.16 Clean the interior floors each day as needed and inspect the perimeter of the Center and ensure that all trash is collected.
- E.17 Engage and actively participate in the Coalition of Homeless Services Providers to gain access to the Homeless Management Information Services (HMIS) and the Coordinated Assessment and Referral System (CARS) to collect and enter the data elements to adhere to Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies.
- E.18 Employ a manager with at least two (2) years of shelter management experience.
- E.19 Employ Housing Navigators to support the move to permanent housing for residents.
- E.20 Ensure shower service includes daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.

F. **PAYMENT PROVISIONS & REPORTING INSTRUCTIONS:**

- F.1 County shall pay CONTRACTOR per the terms set forth in Exhibit B - DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
 - 1. Total cost of this portion of SHARE Center project is \$442,448.00.
 - a. Details regarding payments toward this project shall be reported monthly on the Monthly Invoice (**Exhibit D**).
 - 2. Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed \$442,448.00 **per Exhibit C - Budget.**

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.2 CONTRACTOR shall submit a detailed summary of the quarterly program outcomes using the form set forth as **Exhibit A-1, Quarterly Information Report**, as part of the supportive documentation included with each monthly invoice.
- F.3 CONTRACTOR shall submit original signed invoices with supportive documentation, including the Quarterly Information Report (**Exhibit A-1**), to the County setting forth the amount claimed by the 10th day of the month following the month in which services were performed.
- F.4 The invoice shall be submitted on the form set forth in **Exhibit D**.
1. All original invoices shall be mailed to Contract Monitor listed in Section C.

(remainder of this page intentionally left blank)

SHARE Center:
BAY AREA COMMUNITY SERVICES
Quarterly Report
(Maximum 5 pages)

Reporting Period:

1. Operational Statistics: Provide summary and comment on bed, meal, and unit utilization rate, lengths of stay, exits to Permanent Housing, services delivered and referrals (type and count). Attach a copy of HMIS CAPER report for the reporting period.
2. Motivation, Target Population & Program Goals:
3. Program Successes: What's working?
4. Program Challenges: What needs work?
5. Goals for Next Reporting Period:
6. Conclusion & Additional 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 10th. **If the Final Invoice is not received by COUNTY by close of business on July 10th, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: 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

EXHIBIT B

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

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

II. PERFORMANCE STANDARDS & COMPLIANCE

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

EXHIBIT B

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
 - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by

EXHIBIT B

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term “discrimination” as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 “Procedures for Investigation and Resolution of Discrimination Complaints”; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual’s race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran’s status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

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 Jaime Almanza 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.

April 27, 2021 - June 30 2021

Agency Name Bay Area Community Services

Expense Categories	SHARE Center	Total Budget
	\$442,448.00	\$442,448.00
Program Manager (1.0 FTE)	\$ 21,250.00	\$ 21,250.00
Housing Navigators/Care Coordinators (2.0 FTE)	\$ 25,998.00	\$ 25,998.00
Property Manager/Maintenance Coordinator (1.0 FTE)	\$ 17,500.00	\$ 17,500.00
Residential Care Coordinators (9.0 FTE)	\$ 107,460.00	\$ 107,460.00
On-Call Residential Care Coordinators (2.0 FTE)	\$ 23,880.00	\$ 23,880.00
Employment Coordinator (1.0 FTE)	\$ 13,000.00	\$ 13,000.00
Quality Improvement Advisor (0.25 FTE)	\$ 5,000.00	\$ 5,000.00
Kitchen Supervisor (1.0 FTE)	\$ 16,250.00	\$ 16,250.00
Benefits	\$ 46,100.00	\$ 46,100.00
IT and Lease Equipment	\$ 10,000.00	\$ 10,000.00
Staff Recruitment and Travel	\$ 5,000.00	\$ 5,000.00
Operational Supplies	\$ 15,000.00	\$ 15,000.00
Food	\$ 22,000.00	\$ 22,000.00
Maintenance and Building Health/Safety	\$ 30,000.00	\$ 30,000.00
Utilities	\$ 10,000.00	\$ 10,000.00
Flexible RRH	\$ 33,800.00	\$ 33,800.00
Indirect Expense (max 10%)	\$ 40,210.00	\$ 40,210.00
		\$ -
Program Total	\$ 442,448.00	\$ 442,448.00

Budget Narrative

Expense Category

Line Item narrative

Personnel & Benefits	Program Manager: (1.00 FTE) Will provide day to day management of the Navigation Center and be responsible for hiring, staff retention, program operations, budget oversight, quality control, outcomes management, administrative tasks, and any/all other managerial responsibilities. Housing Navigators/Care Coordinators: (2.00 FTE) Responsible for developing and providing high quality housing care management/ interventions and services in support of housing navigation case management. Services include strength-based case management, crisis intervention, and housing finding/access/retention. Property Manager: (1 FTE) Oversee the physical operations of the Navigation Center including vendor management, liaison to City/Public Works, management of cost containment, supervision of Peer Site Managers, security management, food management, etc. Residential Care Coordinators: (9 FTE, plus 2 FTE On-Call) Provides engaging peer support in a self-help format to adults at the Interim Housing Navigation site and supports working towards housing stability in the program. The Residential Counselor uses their personal experiences as they see fit to coach individuals into the community through attending to their housing goals and plans while they are accessing the Navigation Center. Employment Coordinator: (1 FTE) Provides employment services according the agency-wide evidence-based Individual Placement Support (IPS) model of workforce development services to any and all individuals in the Navigation Center in need of support. Maintenance Coordinator: (1 FTE): Perform all on site day-to-day maintenance needs, in coordination with Property Manager and any outside providers contracted to perform services on site. Kitchen Supervisor: (1 FTE): Oversee all kitchen operations for twice daily meal production, including sourcing all kitchen and food resources, coordinator of volunteer food prep teams, etc.
Operating Costs	Includes IT and leased equipment, Facilities and Operations, meals, furniture, travel, utilities, and insurance.
Flexible RRH	Flexible funds allow for financial supports and other participant needs. Individuals will need different levels of flexible funds – some individuals will not need any, others will need minimal flex funds for items such as bus passes or a California Driver License. Some individuals will need housing flex funds, i.e. to fund a rental like a storage rental for six months; or first and last month's rent for a new home if they do not qualify for other programs, etc.
Indirect Expense (max 10%)	Administrative & Overhead Expenses: Indirect Cost Rate is 10% based off of simplified method calculated from audited financial statements. Covers Executive Leadership, Finance and Accounting, Human Resources, General Administration costs.

Funding Source: HHAP Round 1

SHARE Center
 April 27, 2021- June 30,
 2021

EXHIBIT D

INVOICE

Remit to:

Bay Area Community Services
 390 40th Street, Oakland, CA 94609

Invoice Date: _____

Budget Item	SHARE Center	Monthly Expense	Total Contract To Date Expense	Balance Contract Funds
Program Manager (1.0 FTE)	\$ 21,250.00		\$ -	\$ 21,250.00
Housing Navigators/Care Coordinators (2.0 FTE)	\$ 25,998.00		\$ -	\$ 25,998.00
Property Manager/Maintenance Coordinator (1.0 FTE)	\$ 17,500.00		\$ -	\$ 17,500.00
Residential Care Coordinators (9.0 FTE)	\$ 107,460.00		\$ -	\$ 107,460.00
On-Call Residential Care Coordinators (2.0 FTE)	\$ 23,880.00		\$ -	\$ 23,880.00
Employment Coordinator (1.0 FTE)	\$ 13,000.00		\$ -	\$ 13,000.00
Quality Improvement Advisor (0.25 FTE)	\$ 5,000.00		\$ -	\$ 5,000.00
Kitchen Supervisor (1.0 FTE)	\$ 16,250.00		\$ -	\$ 16,250.00
Benefits	\$ 46,100.00		\$ -	\$ 46,100.00
<i>Total Program Personnel</i>	\$ 276,438.00	\$ -	\$ -	\$ 276,438.00
IT and Lease Equipment	\$ 10,000.00		\$ -	\$ 10,000.00
Staff Recruitment and Travel	\$ 5,000.00		\$ -	\$ 5,000.00
Operational Supplies	\$ 15,000.00		\$ -	\$ 15,000.00
Food	\$ 22,000.00		\$ -	\$ 22,000.00
Maintenance and Building Health/Safety	\$ 30,000.00		\$ -	\$ 30,000.00
Utilities	\$ 10,000.00		\$ -	\$ 10,000.00
<i>Total Operating Costs</i>	\$ 92,000.00		\$ -	\$ 92,000.00
Indirect Expenses - not to exceed 10%	\$ 40,210.00		\$ -	\$ 40,210.00
Flexible RRH	\$ 33,800.00		\$ -	\$ 33,800.00
Total Program Costs	\$ 442,448.00	\$ -	\$ -	\$ 442,448.00

Monthly Total	Monthly Sum	Payment Amount	Paid to Date	Balance
\$ -	\$ -	\$ -	\$ -	\$ 442,448.00

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: _____ Date: _____

Occupancy Terms

I. PURPOSE

The SHARE Center consisting of a 16,000 square foot stand-alone building on approximately 1.6 acres of land is located at 845 East Laurel Drive, Salinas, California 93905, and further defined in Section XV and XVI of this Exhibit (hereinafter, "Premises") shall be used by CONTRACTOR as set forth herein to administer CONTRACTOR's program that provides 24-hour emergency shelter and other supportive services for individuals experiencing homelessness pursuant to the Professional Service Agreement (hereinafter, "PSA") to which this Exhibit is attached to (hereinafter, "Program").

II. FINANCIAL ARRANGEMENTS

- A. COUNTY shall allow CONTRACTOR to the right of use, quiet enjoyment, a list of possession of the Premises which includes furnishing and appliances to be provided upon arrival of final furnishings for the purposes of the Program.
- B. CONTRACTOR shall reimburse the COUNTY for any costs incurred by the COUNTY for damages caused as a direct result of CONTRACTOR's use of the Premises and areas appurtenant to the Premises.
- C. COUNTY is allowing CONTRACTOR to occupy the Premises on an "As-Is" condition. CONTRACTOR shall make no alterations to the Premises without prior written consent of the COUNTY.
- D. COUNTY and CONTRACTOR services and utilities responsibilities for the Premises shall be in accordance with Section V of this Exhibit. All appropriate costs for both COUNTY and CONTRACTOR responsibilities shall be funded by COUNTY. CONTRACTOR paid costs shall be reimbursed by COUNTY through the PSA and shall be included in **Exhibit C, Budget**, of the PSA.
- E. COUNTY and CONTRACTOR repair and maintenance responsibilities for the Premises shall be in accordance with Section VI of this Exhibit. All appropriate costs for both COUNTY and CONTRACTOR responsibilities shall be funded by COUNTY. CONTRACTOR paid costs shall be reimbursed by COUNTY through the PSA and shall be included in **Exhibit C, Budget** of the PSA.

III. MANAGEMENT AND COORDINATION

- A. On-site management of CONTRACTOR's Program, including services,

EXHIBIT E

shall be the sole responsibility of CONTRACTOR.

- B. CONTRACTOR shall be responsible for coordinating all repairs and services that are CONTRACTOR responsibility per Section V and VI of this Exhibit. COUNTY shall provide CONTRACTOR an approved vendor list within thirty (30) days of the fully executed PSA.
- C. CONTRACTOR shall provide a monthly summary report to COUNTY of all maintenance, repairs, other building issues, and resolutions by the tenth day of the month for the previous month.
- D. All official correspondence shall be mailed to the parties at their respective addresses as listed in the Notices provision in Section IV of this Exhibit.
- E. CONTRACTOR shall follow all COUNTY rules and regulations in Section VII of this Exhibit regarding the use of the Premises.
- F. COUNTY will secure general liability insurance coverage up to or above 2 million and will secure property insurance with coverage for loss/damage to the property and premises liability.

IV. NOTICE PROVISION

Any official notice or other correspondence which either party is required to give relating to the terms of this Exhibit shall be given by secure electronic mail or certified mail to the COUNTY and CONTRACTOR at the addresses listed below:

To COUNTY:
 County of Monterey
 Department of Social Services
 Attn: Kim Petty, Logistics Manager
 1000 S. Main Street Ste. 304
 Salinas, California 93901
pettyk@co.monterey.ca.us
 831-755-4492

To CONTRACTOR
 Bay Area Community Services
 Attn: Chief Executive Officer
 390 40th Street
 Oakland, California 94609

EXHIBIT E**V. SERVICES AND UTILITIES**

The following is a summary of services and utilities responsibilities of COUNTY and CONTRACTOR for the proposed use of the Premises:

	COUNTY	CONTRACTOR
Provide adequate paper supplies, dispensers, and waste and recycling containers for the Premises and restrooms within Premises		X
Provide adequate custodial service for the interior of the Premises		X
Provide adequate custodial service for exterior of the Premises and the non-exclusive areas of the building (including steam cleaning or pressure washing sidewalks)		X
Professionally clean carpets, rugs, tile and linoleum flooring		X
Professionally clean existing drapes, blinds, and window shades		X
Professionally clean interior windows {excluding common area}		X
Professionally clean exterior windows		X
Provide adequate pest control for the interior of the Premises		X
Provide adequate pest control for exterior of Premises		X
Provide adequate landscape maintenance and gardening (including weed and abatement)	X	
Provide adequate maintenance of any community gardens		X
Provide adequate parking lot area sweeping		X
Provide adequate refuse, rubbish, garbage, and recyclable (paper, plastic, and aluminum, if available) disposal and pick up service		X
Large item disposal (items that cannot be picked up by regular trash service i.e. mattresses, appliances, etc.)		X
Provide adequate fire sprinkler systems testing per National Fire Protection Association (NFPA) standards	X	
Provide adequate fire alarm systems monitoring per NFPA standard	X	
Provide adequate intrusion/security alarm systems monitoring		X
Provide adequate patrolled security guard service		X
Provide adequate heating and ventilation systems filter replacements, unit inspections, unit lubrications and record keeping pursuant to the California Code of Regulations, Title 8, Section 5142	X	
Provide adequate servicing of uninterrupted power source (UPS)		X
Provide adequate gas utility service		X
Provide adequate electric utility service		X
Provide adequate water utility service		X
Provide adequate telephone and data service (including connection charges)		X

The term “adequate” shall mean sufficient to ensure the health, safety and general well-being of the employees, occupants or invitees of the Premises.

EXHIBIT E**VI. REPAIRS AND MAINTENANCE RESPONSIBILITIES**

The following is a summary of maintenance and repair responsibilities of COUNTY and CONTRACTOR for the proposed use of the Premises.

	COUNTY	CONTRACTOR
Affixed Cabinets	X	
Foundations and Floor Slabs	X	
Exterior and Bearing Walls	X	
Exterior Doors and Hardware	X	
Exterior Windows and Window Frames	X	
Roofs (including replacement if deemed necessary)	X	
Gutters, Drains and Downspouts		X
Parking Lots (including parking lot lighting)	X	
Ceilings	X	
Exterior Walls	X	
Fire Shrinker Systems	X	
Fire Alarm Systems	X	
Intrusion/Security Alarm Systems (including security cameras)		X
Heating and Ventilation Systems (including replacement if deemed necessary)	X	
Heating and Ventilation control switches, sensors, and thermostats	X	
Electrical Systems (including electrical outlets, panels, circuit breakers and wiring)	X	
Plumbing Systems (including sewer and drain stoppages, and fixtures)		X
Exterior Lighting (including starters, ballasts, transformers and light switches)	X	
Interior Lighting (including starters, ballasts, transformers and light switches)		X
Interior Light Bulbs and Fluorescent Light Tubes (replacement)		X
Interior Walls		X
Interior Wall Surfaces (including repainting every 5 years)	X	
Interior Doors and Hardware	X	
Interior Windows and Window Frames	X	
Carpet, VCT, and Linoleum Flooring (including replacement if deemed necessary)	X	
Base and/or Moldings (including replacement if deemed necessary)	X	
Communication Systems (data/telephone cabling, connections and equipment)		X
Maintain exterior of Premise including area around the dumpster and within fenced areas in a clean, safe, sanitary, and hazard free condition		X

The term “deemed necessary” shall mean that CONTRACTOR and COUNTY are in agreement that appropriate action needs to be taken to ensure the health, safety and general well-being of the employees, occupants and or invitees of the Premises.

*Notwithstanding the forgoing, CONTRACTOR will pay to COUNTY the reasonable cost of any repairs or maintenance required as a result of negligent acts or omissions, or which is otherwise the fault, of CONTRACTOR, its agents, employees, contractors, guests, or invitees except, BACS staff will not be liable for damage caused by clients that did not result from the negligence of BACS staff. However, ‘negligence by BACS staff’, includes negligent supervision of ‘guests’ and ‘invitees’.

VII. COUNTY'S RULES AND REGULATIONS

No sign or notice shall be displayed by CONTRACTOR outside of the Premises without written consent of COUNTY. If approval is not given, COUNTY shall have the right to remove such sign or notice without notice to CONTRACTOR and at the expense of the CONTRACTOR. All signs on access doors to the Premises shall be approved by COUNTY. CONTRACTOR's standard company sign on the main door to the Premises may be installed at CONTRACTOR's expense. CONTRACTOR may at its expense, install a different sign after receiving written design approval by COUNTY. Design criteria should be obtained from COUNTY in advance.

1. CONTRACTOR shall not place anything within the Premises which may appear unsightly from outside of the Premises.
2. Sidewalks, halls, passages, exits, and entrances, shall not be obstructed by CONTRACTOR, or used for any purpose other than for ingress or egress.
3. CONTRACTOR shall not alter any lock or install any new or additional locks or bolts on any doors or windows without the written consent of COUNTY.
4. The toilet rooms, showers, kitchens, sinks, urinals, wash bowls and other apparatus shall not be used for any purpose other than for which they were installed.
5. CONTRACTOR shall not mark, drive nails, screw or drill into the partitions, woodwork, or plaster or in any way deface the Premises, except for hanging of small items such as pictures with nail type of hangers, without COUNTY's approval.
6. No unusually large or heavy equipment shall be brought into the Premises without prior notice to COUNTY, and all moving of the same into or out of the Premises shall be done at such time and such a manner as COUNTY shall designate.
7. All damage done to the Premises by moving or maintaining any such equipment shall be repaired at the expense of CONTRACTOR.
8. CONTRACTOR shall not use the Premises in a manner offensive or objectionable to the COUNTY by reason of noise, odors, and/or vibrations, or interfere in any way with neighboring businesses or those having business herein, nor shall any animals or birds be brought in or about the Premises.
9. CONTRACTOR shall not use or keep on the Premises any foul or noxious gas, kerosene, gasoline or flammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by COUNTY.
10. COUNTY will direct electricians as to where and how telephone wires are to be installed. No changing of wires will be allowed without the written consent of the COUNTY. The location of the telephones, call boxes and other office equipment affixed

EXHIBIT E

to the Premises shall be subject to the approval of COUNTY.

11. No aerial satellite dish or other item shall be erected on the roof or exterior walls of the complex, or on the grounds without, in each instance, the written consent of the COUNTY. Any such item so installed without such written consent shall be subject to removal without notice at any time.

12. No loudspeakers, televisions, radios, or other devices shall be used in a manner so as to be heard or seen outside of the Premises without prior written consent of the COUNTY.

13. Any person whose behavior that causes injury or insult and/or whose presence on the Premises may in the judgment of the COUNTY be prejudicial to the safety, character, reputation or interest of the COUNTY or of its CONTRACTORS may be denied access to the Premises or may be ejected therefrom.

14. In case of invasions, mob riot, public excitement, or other emergency, the COUNTY reserves the right to prevent access to the Premises during the continuance of the same by closing of the doors or otherwise, for the safety of the CONTRACTOR and protection of property in the Premises. COUNTY will also direct CONTRACTOR as necessary in an emergency and will not assume any liability for damages suffered by CONTRACTORS as the result of such directions.

15. COUNTY shall schedule meetings as deemed necessary with CONTRACTOR to discuss rules and regulations and address questions and concerns.

VIII. DISPUTE RESOLUTION

In the event that any problem or issue arises with respect to the implementation or interpretation of this Exhibit, the parties mutually agree to meet at the request of either of them to discuss and resolve the issue in good faith. In such event, the Chief Executive Officer for CONTRACTOR or his/her designee, will meet with the COUNTY's Department of Social Services Director, or his/her designee, to reach a mutually satisfactory and reasonable conclusion. Provisions regarding dispute resolution in the PSA to take precedence.

IX. DISRUPTION OF SERVICE

In the event that the operation of the Program is interrupted because of any act or regulation of any public authority, civil tumult, strike, epidemic, natural disaster, interruption or delay of transportation or utility service, war conditions, or emergencies, or any cause beyond the control of either party, the PSA may be suspended by either party without prior notice and neither party shall be liable for such suspension. In the event of a disaster, CONTRACTOR and COUNTY will work in cooperation with County Office of Emergency Service during the disaster to assist with provision of any appropriate services.

X. FURNISHING AND APPLIANCES

A separate list of possession of the Premises will be provided upon arrival of final furnishings.

XI. ENTRY AND INSPECTION

With twenty-four (24) hour notice to CONTRACTOR the COUNTY shall have the right to enter the Premises at reasonable times for the purpose of inspection, posting notices, or other lawful purposes.

XII. COUNTY'S STATEMENT REGARDING DISABILITY ACCESS & CERTIFIED ACCESS SPECIALIST INSPECTION (CASp) REPORT

Pursuant to California Civil Code Section 1938 (a), COUNTY represents that the Premises [] has [X] has not undergone inspection by a Certified Access Specialist (CASp).

Pursuant to California Civil Code Section 1938 (b), if the Premises has undergone inspection by a CASp, and to the best of COUNTY's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and the date of execution of an occupancy agreement which have impacted the subject premises' compliance with construction related accessibility standards, COUNTY shall provide, prior to execution of the occupancy agreement, a copy of any report prepared by the CASp with an agreement from CONTRACTOR that information in the report shall remain confidential, except as necessary for the CONTRACTOR to complete repairs and corrections of violations of construction related accessibility standards that the CONTRACTOR agrees to make.

Pursuant to California Civil Code Section 1938 (c), making any repairs or modifications necessary to correct violations of construction related accessibility standards that are noted in a CASp report is presumed to be the responsibility of the COUNTY, unless otherwise mutually agreed upon by COUNTY and CONTRACTOR. CONTRACTOR shall have the opportunity to review any CASp report prior to execution of an occupancy agreement. If the report is not provided to the CONTRACTOR at least 48 hours prior to execution of the occupancy agreement, CONTRACTOR shall have the right to rescind the occupancy agreement, based upon the information contained in the report, for 72 hours after execution of the occupancy agreement.

Pursuant to California Civil Code Section 1938 (d), if the Premises have been issued an inspection report by a CASp, as described in paragraph (1) of subdivision (a) of Section 55.53, indicating that it meets applicable standards, as defined in paragraph (4) of subdivision (a) of Section 55.52, COUNTY shall provide a copy of the current disability access inspection certificate and any inspection report to CONTRACTOR not already provided pursuant to subdivision (b) within seven (7) days of the date of the execution of the occupancy agreement.

Pursuant to California Civil Code Section 1938 (e), if the Premises have not been issued a disability access inspection certificate, as described in subdivision (e) of Section 55.53, COUNTY shall state the following on the occupancy agreement:

A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or

EXHIBIT E

or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

COUNTY is solely responsible for ensuring that the building is compliant with disability access requirements, and defend/indemnify BACS against any disability access claim that the building is not compliant with state or federal disability access laws, except when access claims are due to BACS' staff negligence and not the construction of the building.

PROPOSITION 65 WARNING

CALIFORNIA PROPOSITION 65 WARNING. This warning is provided in compliance with the requirements of California's Proposition 65, due to exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm, from exposures to materials used in and around the construction site of **845 East Laurel Drive, Salinas, California.**

“WARNING: MATERIALS INCLUDED IN THE CONSTRUCTION OF THE PREMISES AND PROPERTY WILL EXPOSE YOU TO FORMALDEHYDE AND OTHER CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER AND BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. FURTHER INFORMATION MAY BE OBTAINED FROM THE MANAGER/OWNER.”

This warning is provided to inform tenants of the exposure to formaldehyde and other chemicals known to the State to cause cancer and birth defects or other reproductive harm. The exposures are caused by the materials of which the office buildings on this site are constructed. **Environmental exposures to chemicals known to the State of California to cause cancer and birth defects or other reproductive harm will continue for as long as _____ engages in ongoing construction on and around the surrounding property.**

Formaldehyde. The United States Environmental Protection Agency, the California Air Resources Board, and other agencies have measured the presence of formaldehyde in the indoor air of homes in California. Levels of formaldehyde that present a significant cancer risk have been measured in most homes and offices. Formaldehyde is present in the air because it is emitted by a variety of building materials and products purchased by the builder from materials suppliers. These materials and products include carpeting, pressed wood products, insulation, plastics, and glues.

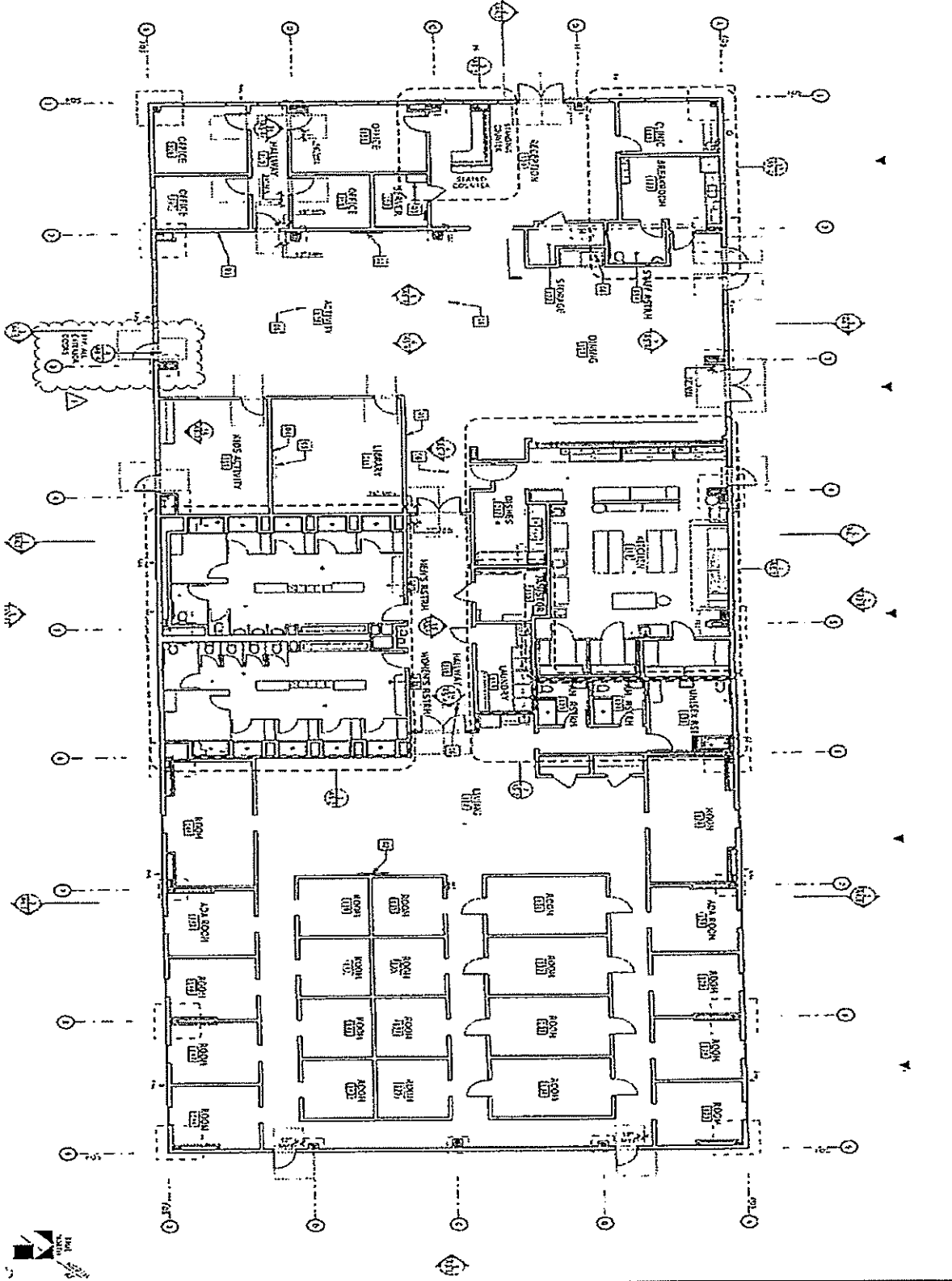
Other Chemicals. The Premises and/or ongoing construction sites in this development have not been tested. Given the cost of testing, it is not feasible to test every rental property and nearby construction site to ascertain the level of formaldehyde or other carcinogens and reproductive toxicants present in the rental property or ongoing construction sites nearby. Most homes, offices and construction sites that have been tested elsewhere do contain formaldehyde as well as other carcinogens and reproductive toxicants, although their concentrations vary from property to property with no obvious explanations for the differences. One of the problems is that many of the suppliers of building materials and products do not provide information on chemical ingredients to their builders. In the absence of specific information on these leased premises, and in light of the materials used in and around their construction, we believe that a warning is necessary.

Please provide this warning to invitees and guests entering this leased property. You may have further questions about these issues. _____, has made no inquiries of our material suppliers concerning these matters. _____ is willing to provide, upon request, the names of known material suppliers, which may be contacted for further information.

XIII. DEED RISTRATION AND COVENANT

COUNTY and CONTRACTOR acknowledge that the Premises shall remain available for activities under the Homeless Emergency Aid Program (HEAP) for a duration of ten (10) years following the date of issuance of certificate of occupancy of the completion of the SHARE Center as evidenced by the Deed Restriction and Covenant document recorded by the Monterey County Clerk-Recorders Office as document number 2019052407.

XIV. BUILDING FLOOR PLAN OF PREMISES





National Alliance to
END HOMELESSNESS

www.endhomelessness.org
IMPROVING POLICY | BUILDING CAPACITY | EDUCATING OPINION LEADERS

1513 K Street, NW, Second Floor | Washington, DC 20005
Tel 202.638.1526 | Fax 202.638.4664

Guidelines for SHARE Center- A Pet Friendly Facility

The following are policies and procedures regarding personal pet care while residing within the SHARE Center located at 845 E. Laurel Drive, Salinas. If vaccination proof is unavailable, the pet may be accepted temporarily but must be scheduled for vaccination. All guests with pets must sign the statement below.

Policies

Both service and emotional support animals and pets are eligible to come into the SHARE Center. Upon entry into the program the participant must be advised of the following:

- All animals must be registered with the shelter.
- The animal must display behavior that is appropriate for a communal living space and will be held to the same standards as all residents. If the animal displays inappropriate (e.g. aggressive or destructive) behavior, the animal will be assessed and provided with resources to assist with the issue. If the behavior does not improve, the animal may be provided with temporary housing resources outside of the shelter. Participants may be required to remove their animals for any of the following reasons:
 - The animal's behavior poses a direct threat to the safety of others and the threat cannot be eliminated by a reasonable modification.
 - The animal is disruptive and interfering with the program and the participant does not take effective action to control it.
 - The animal is creating an unsanitary condition.
- Participants are responsible for taking care of their animal. This includes:
 - The animal must have food and fresh water.
 - Dogs must be walked on a daily basis.
 - Waste material is to be picked-up and properly disposed.
 - The animal must be kept clean – e.g. bathed one time per week or as needed; the participant is responsible for cleaning the bathroom tub or sink if used for animal washing.
 - Crate/carriers must be washed on a weekly basis or as needed.
 - Participants must keep their animal current with any required vaccinations (proof is required) and attend to any medical needs that their animal may have.
- Animals must be free of fleas and other pests.

- Owners must agree to store food for their animals in designated areas and may not to leave food or water for their animal outside of their dwelling where it may attract other animals.
- Participants must feed, water, clean, exercise and cleanup after their animal.
- All animals must be appropriately contained. For example, dogs must be on a leash or in a crate while indoors and cats must be carried or kept in an appropriately sized crate/carrier when outside the participant's dwelling.
- Animals must be in a crate if left unattended. If the owner allows another participant to watch the animal while they are off site, this decision is solely the responsibility of the owner and the animal's behavior remains the responsibility of the owner.
- The animal's owner is accountable for providing for and taking care of the animal. The shelter does not assume any liability for the animal while it is in the shelter.
- Owners must have an identified emergency care person.
 - Owners must provide the name and contact information of an emergency care person who will take care of their animal in the event that the owner is in the hospital, jail, or otherwise indisposed.
 - Animal control will be contacted if the emergency care person is unable to be contacted or unwilling to care for the animal.

The following are recommendations for the animals before entering the shelter. If animals do not meet these suggested policies, the shelter staff is able to provide information about low-cost/free resources for animals to receive these services:

- Pets should have a current vaccination (e.g. rabies) and city licensure.
- Dogs and cats should be spayed/neutered.
- If applicable, participants should register their animal as a service animal or emotional support animal as it may facilitate the process to obtain permanent housing.

Service Animals

Clients may request permission to be accompanied by a service animal. Service animals are individually trained to do work or perform tasks for people with disabilities. When it is not obvious what service an animal provides, staff should limit inquiries to the following two questions:

- Is the animal required because of a disability?
- What work or task has the animal been trained to perform?

Staff should not ask about the person's disability or ask that the animal demonstrate its ability to perform the work or task. Participants that require the assistance of a service animal are not required to provide any form of documentation. Participants that require the assistance of an emotional support animal may be required to provide documentation from a medical provider, psychologist, social worker, non-medical service provider, peer support group member, or other reliable third party that the participant has a disability and that the

animal provides support that alleviates a symptom or effect of their disability. A determination regarding whether any documentation for an emotional support animal is required will be considered on a case-by-case basis. If the client answers 'yes' to either of the questions, they are entitled to be accompanied by the service animal pending immunization verification of the following:

- Rabies Certification
- Spray/Neuter Certification (if applicable)

My designated emergency care person is: _____ who can be reached at the following

address and telephone number _____

I understand the shelter guidelines for SHARE Center pets. I know that I can be required to remove my animal from the shelter if I do not follow the Participant Animal Guidelines.

Participant's name (print)

Participant's name (signature)

Staff's signature


Date

EXHIBIT G

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

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:

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Authorized Signature

4/19/2021 | 12:38 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

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.

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 H

- (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 H

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:

DocuSigned by:

Jamie Almanza, CEO

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By: _____

Title: 4/19/2021 | 12:38 PM PDT

Date: _____

CERTIFICATION REGARDING LOBBYING

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:

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Signature Title

Bay Area Community Services

4/19/2021 | 12:38 PM PDT

Agency/Organization

Date

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS**I. CPA Audit on Termination:****1.01 Audit Requirement**

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

- a) A separate schedule listing programs and funding, see recommended format, Exhibit G-1.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

DocuSigned by:
Jamie Almanza, CEO
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(signature of authorized representative)

(date)

**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

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:

Jamie Almanza, CEO

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Authorized Signature

4/19/2021 | 12:38 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:

EXHIBIT L

Modifications to Standard Agreement

Section 7.0 TERMINATION

Section 7.1 has been deleted and replaced with the following:

During the term of this Agreement, either party may terminate the Agreement for any reason by giving written notice of termination to the other party at least sixty (60) 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.

Section 8.0 INDEMNIFICATION

Section 8.0 has been deleted and replaced with the following:

The Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the Contractor and/or its officers, agents, employees and subcontractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of County and/or its officers, agents, employees and sub-contractors. It is the intend of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this agreement.

The County shall indemnify, defend, and hold harmless the Contractor, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the County and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the Contractor and/or its officers, agents, employees and subcontractors. The County shall reimburse the Contractor for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the County is obligated to indemnify, defend and hold harmless the Contractor under this agreement.