

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. A-16458
Bay Area Community Services

This Amendment No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Bay Area Community Services (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for shelter and housing navigation services for a term of July 18, 2023 through June 30, 2024 with a total contract amount of \$1,500,000.00 (hereinafter “Original Agreement”)

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by extending the term of the contract to August 31, 2024 and adding \$500,000.00 in Homeless Housing, Assistance and Prevention Grant (HHAP) funds to continue services for a new contract total of \$2,000,000.00.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

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

1. **Section 1.0, Paragraph titled “GENERAL DESCRIPTION”** is hereby amended as follows: “The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement.”
2. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS”** is hereby amended as follows: “County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed **\$2,000,000.00.**”
3. **Section 3.0, Paragraph titled “TERM OF AGREEMENT”** is hereby amended as follows: “The term of this Agreement is from July 18, 2023 to **August 31, 2024**, unless sooner terminated pursuant to the terms of this Agreement.”
4. **Exhibit AA** replaces Exhibit A and reflects the **new contract term of July 18, 2023 to August 31, 2024**, the **additional \$500,000.00 in HHAP funding**, new contract total of **\$2,000,000.00**, new **County Contract Monitor**, and **additional description of services**.
5. **Exhibit BB** replaces Exhibit B and references to the new Exhibits **AA, CC, and DD**.
6. **Exhibit CC** replaces Exhibit C and reflects the **additional \$500,000.00 of HHAP funding** for a **new contract total of \$2,000,000.00**.
7. **Exhibit DD** is the revised invoice.

8. Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement shall remain unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
9. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

DocuSigned by:
Lori A. Medina
By: DF027950448749D...
Lori A. Medina, DSS Director
Date: 6/28/2024 | 9:14 AM PDT

Approved as to Form:

DocuSigned by:
Anne Branton
By: A48091E5DE63489...
Deputy County Counsel
Date: 6/6/2024 | 8:55 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
By: 4E7E657875454AE...
Auditor Controller's Office
Date: 6/6/2024 | 9:29 AM PDT

CONTRACTOR:

DocuSigned by:
Jaimie Almanza
By: 2GFE83G6436342A...
(Chair, President, Vice-President)
Date: 6/5/2024 | 8:31 PM PDT
Jamie Almanza, President
(Print Name & Title)

DocuSigned by:
Renee Tripp
By: 21547E493C9B48D...
(Secretary, CFO, Treasurer)
Date: 6/6/2024 | 7:25 AM PDT
Renee Tripp Director of Finance
(Print Name and Title)

SCOPE OF SERVICES/PAYMENT PROVISIONS

BAY AREA COMMUNITY SERVICES
SHARE CENTER

- A. TOTAL FUNDING:**
- | | |
|-----------------------|----------------------------|
| \$ 1,094,028.00 | HHAP |
| \$ 405,972.00 | PLHA |
| \$ 500,000.00 | Amendment #1 (HHAP) |
| \$2,000,000.00 | TOTAL |
- B. CONTRACT TERM:** July 18, 2023- **August 31, 2024**
- C. CONTACT INFORMATION:**
- County Contract Monitor: **Alex Soltero**, Management Analyst
 Monterey County Department of Social Services
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) **796-3584** Fax: (831) 755-8477
solteroar@countymonterey.gov
- Contractor Information: Jaime Almanza, CEO
 Bay Area Community Services
 390 40th Street Oakland, CA 94609
 Phone: (510) 415-4672
jalmanza@bayareacs.org
- Location of Services: SHARE Center
 845 E. Laurel Drive Salinas, CA 93906
- D. CONTRACT AWARD INFORMATION**
SUBAWARD: HHAP-1, HHAP-4, PLHA
 CONTRACTOR UEI Number: Z5MFKYZMKYM3
 Date County Awarded Funding: July 1, 2023
 CFDA Passthrough Information and Dollar Amount: N/A
 Federal Award Description: N/A
 Research and Development: No
 Indirect Cost Rate: 10%
- E. BACKGROUND:**
 Bay Area Community Services (BACS) has extensive history working with the chronic homeless population. The mission of BACS is to uplift underserved 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 has expertise 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

F. DESCRIPTION OF SERVICES:

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

- F.1 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 County of Monterey and the City of Salinas in a manner of utmost cleanliness, with a Housing First, safety-first approach, and with appropriate sanitation practices including custodial services.
- F.2 Ensure Center services are Americans with Disabilities Act (ADA) compliant.
- F.3 Ensure Center is operated as a pet friendly facility in accordance with recommended pet friendly best-practices (Exhibit F, Participant Animal Guidelines).
- F.4 Ensure all pets are registered with the Center and all pet owners receive and sign a pet notice of responsibility.
- F.5 Enforce pet owner care responsibilities as outlined in Exhibit F, Participant Animal Guidelines and intervene if necessary to ensure health and safety of animals and guests at the facility.
- F.6 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.
- F.7 Be responsible for implementing and enforcing a mandatory 24 hour, seven (7) days a week no-loitering policy on Center property and minimizing potential impacts to the surrounding neighborhood and community at-large through community engagement methods.
- F.8 Disallow disruptive guests in the Center who adversely impact the peace and quiet for others.
- F.9 Disallow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
- F.10 Provide and enforce clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
- F.11 CONTRACTOR shall notify the COUNTY immediately of any incidents that must be reported to HUD and/or that may require a response to the public or elected officials.
- F.12 CONTRACTOR shall immediately notify COUNTY of any changes to managerial or supervisory staffing and/or contact information.
- F.13 Provide informal weekly updates including capacity counts and general feedback to maintain strong communication regarding operations and services. CONTRACTOR shall notify the County immediately if the Center fills to capacity.
- F.14 Serve up to approximately 100 individuals and/or family members in the Center on any given night.
- F.15 Coordinate the provision of 3x 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.
- F.16 Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children.
- F.17 CONTRACTOR shall comply with all Salinas Fire Department regulations.
- F.18 Clean the interior floors each day as needed and inspect the perimeter of the Center and ensure that all trash is collected.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.19 Employ a manager with at least two (2) years of shelter management experience.
- F.20 Employ Housing Navigators to support the move to permanent housing for residents.
- F.21 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.22 Coordinate and issue guest satisfaction surveys to all guests shortly following intake to the program and every 6 months thereafter. Use feedback received to improve services and guest care and include findings and responses in annual outcomes report. CONTRACTOR shall make survey results available to COUNTY upon request and during contract monitoring.
- F.23 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 enter and collect data elements in adherence of Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies and funding requirements.
- F.24 CONTRACTOR shall conduct the Vulnerability Assessment (VI-SPDAT) to connect homeless residents with the Coordinated Assessment and Referral System (CARS), subscribing to specific domestic violence protocol and procedures as appropriate.
- F.25 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
- F.26 CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with Cal ICH if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).
- F.27 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds, however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.
- F.28 CONTRACTOR shall provide regular updates on available beds to the Coalition of Homeless Services Providers and establish annual plans to accommodate for temporary surge capacity, when appropriate, during periods of inclement weather that occur during inclement weather season. Inclement weather season is defined as November 1 through March 31. Inclement weather is minimally defined as temperatures at or below 45 degrees Fahrenheit and a prediction of rain. Appropriate consideration and accommodations shall be determined by the CONTRACTOR shelter manager and leadership in consultation with COUNTY.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.29 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a congregate shelter facility, are adhered to.
- F.30 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits. CONTRACTOR may apply for a CBO account with the Department of Social Services to facilitate direct enrollment of clients.
- F.31 CONTRACTOR shall make efforts to provide all services in a low-barrier, trauma informed, and culturally considerate manner. All written and spoken communication intended for consumers shall be made available in English and Spanish at minimum and efforts to accommodate additional languages, when necessary, should be made.
- F.32 CONTRACTOR shall actively participate in all regularly scheduled program, fiscal, and facility coordination meetings with the COUNTY and the City of Salinas.
 - F.32.1 The frequency of these meetings may be adjusted through mutual agreement between the collaborating partners.
- F.33 **CONTRACTOR shall support the transition of the new SHARE Center operator as appropriate during the CONTRACTOR's operational period.**

G. SERVICE GOALS:

CONTRACTOR agrees to the following program service measures:

- G.1 Maintain a nightly bed occupancy rate of 90%.
- G.2 Exit 70% of clients from SHARE Center beds to permanent housing destinations.
- G.3 Exit 100% of guests to known destinations.
- G.4 Provide up to 12 months of financial assistance to 100% of guests receiving short-term rental subsidies using flexible funds.
- G.5 Complete HMIS project data submissions within 72 hours of client entries and exits for 100% of guests served.
- G.6 Maintain 100% of HMIS data completion rate for HIMS Universal Data Elements (UDS).

H. TRAVEL/TRAINING REIMBURSEMENT:

- H.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at [Microsoft Word - County Travel Bus Expense Policy 12 5 12.doc \(monterey.ca.us\)](#). To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov.

I. REPORTING INSTRUCTIONS & SUBMISSION:

- I.1 CONTRACTOR shall submit a monthly report of program outcomes using the template and submission process provided by the City of Salinas within the City Data Services (CDS) System **for the period of July 1, 2023 to June 30, 2024.**
 - I.1.1 Reports shall be supported by attaching a copy of the HMIS CAPER report for the reporting period.
 - I.1.2 Additional metrics regarding the number of households/individuals on the waitlist, number of individuals assisted with gaining employment, number of

SCOPE OF SERVICES/PAYMENT PROVISIONS

households assisted into permanent housing, and number of negative discharges from the program shall also be provided upon request as part of the collaborative programmatic discussion meetings held between BACS, the COUNTY and the City of Salinas.

- I.1.3 **During the transition period of July 1, 2024 to August 30, 2024, CONTRACOTR shall submit a monthly HMIS CAPER report to the County Contract Monitor listed in Section C and work with staff to provide any additional data for grant reporting requirements.**
- I.2 CONTRACTOR shall develop and provide a comprehensive annual report of program outcomes, services delivered, challenges, and achievements, and may be requested to present the report at a County organized, public meeting. The report shall include *at minimum*, the following indicators:
 - I.2.1 Summary of all client exits, reason and destination.
 - I.2.2 Number and percentage of unsheltered individuals who have been placed at the SHARE Center and subsequently entered permanent housing (including placement type and County of exit, where possible), disaggregated by race and ethnicity.
 - I.2.3 Number and percentage of individuals connected to or maintaining enrollment in mainstream benefits, by type of benefit.
 - I.2.4 Referral origin for persons placed into the SHARE Center.
 - I.2.5 Number and percentage of individuals who received flexible funding assistance, and the amount spent.
 - I.2.6 Summary of guest satisfaction responses, comments, and feedback.
 - I.2.7 Photos, graphics, and tables which highlight and summarize the information and data contained within the report.
- I.3 BACS staff shall work with COUNTY staff to provide interim updates and any additional data for grant reporting requirements, such as HHAP, and updates to jurisdiction leaders as requested.
- I.4 Reports shall be submitted via e-mail to the County Contract Monitor as listed in Section C by July 31, 2024.

J. PAYMENT PROVISIONS:

- J.1 County shall pay CONTRACTOR per the terms set forth in **Exhibit BB, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.**
- J.2 Total cost of this portion of SHARE Center project is **two million dollars (\$2,000,000.00)**. It is acknowledged that additional funding for program operations may be provided through separate agreements by other entities such as the City of Salinas.
- J.3 Details regarding payments toward this project shall be reported monthly on the Monthly Invoices in the form of **Exhibit DD, Invoice**. Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **two million dollars (\$2,000,000.00)**, per **Exhibits CC, Budgets**.
- J.4 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 15th day of the month in which services were performed on the form set in **Exhibit DD, Invoice**. The final fiscal year invoices will be due no later than **September 15, 2024**.
- J.5 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **September 15th**. **If the Final Invoice is not received by COUNTY by close of business on September 15th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs:

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy <https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at www.irs.gov.

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one-line item will require corresponding decreases in other line items.

1.05 Payment in Full:

a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

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b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

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

II. PERFORMANCE STANDARDS & COMPLIANCE

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

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

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

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

2.05 Remedies for Inadequate Service Levels:

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

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- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

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

III. CONFIDENTIALITY

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

EXHIBIT BB

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

IV. NON-DISCRIMINATION

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

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

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

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

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

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- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

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4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

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- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates 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.

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

COUNTY's payments to CONTRACTOR under this Agreement are funded by the State and Federal governments. If funds from State and Federal sources are not obtained and continued at a level sufficient to allow for COUNTY's purchase of the indicated quantity of services, then COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VIII. APPEAL PROCESS

In the event of a dispute or grievance regarding the terms and conditions of this Agreement, both parties shall abide by the following procedures:

- a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within

EXHIBIT BB

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.

Contract Amendment Budget Form

EXHIBIT CC

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
Bay Area Community Services
CONTRACT AMENDMENT

July 18, 2023 - August 31, 2024

| CATEGORY | HHAP \$1,094,028.00 | Amendment #1 | AMENDMENT BUDGET TOTAL \$1,594,028.00 |
|--|------------------------|---------------|--|
| | | \$500,000.00 | |
| Program Manager | \$ 50,000.00 | \$ 22,851.33 | \$ 72,851.33 |
| Program Supervisor | \$ 32,500.00 | \$ 14,853.37 | \$ 47,353.37 |
| Property Manager/Maintenance Coord | \$ 37,500.00 | \$ 17,138.50 | \$ 54,638.50 |
| Quality Improvement Advisor | \$ 15,600.00 | \$ 7,129.62 | \$ 22,729.62 |
| Associate Director | \$ 13,000.00 | \$ 5,941.35 | \$ 18,941.35 |
| Housing Care Coordinators | \$ 60,400.00 | \$ 27,604.41 | \$ 88,004.41 |
| Residential Care Coordinators | \$ 253,880.00 | \$ 116,029.94 | \$ 369,909.94 |
| Employment Coordinator | \$ 28,080.00 | \$ 12,833.31 | \$ 40,913.31 |
| Benefits | \$ 115,000.00 | \$ 52,558.07 | \$ 167,558.07 |
| IT and Lease Equipment | \$ - | \$ - | \$ - |
| SHARE Center Travel | \$ - | \$ - | \$ - |
| Operating Supplies | \$ 20,000.00 | \$ 9,140.53 | \$ 29,140.53 |
| Guest Food | \$ 102,490.00 | \$ 46,840.67 | \$ 149,330.67 |
| Maintenance and Building Health/Safety | \$ 45,000.00 | \$ 20,566.20 | \$ 65,566.20 |
| Utilities | \$ 31,500.00 | \$ 14,396.34 | \$ 45,896.34 |
| Rapid Rehousing | \$ 193,312.00 | \$ 88,348.74 | \$ 281,660.74 |
| Indirect Cost Expenses (max 10 %) | \$ 95,766.00 | \$ 43,767.62 | \$ 139,533.62 |
| | \$ - | \$ - | \$ - |
| FUNDING TOTAL | \$ 1,094,028.00 | \$ 500,000.00 | \$ 1,594,028.00 |

| CATEGORY | PLHA \$405,972.00 | Amendment #1 | AMENDMENT BUDGET TOTAL \$405,972.00 |
|--|----------------------|--------------|--|
| | | \$0.00 | |
| Program Manager | \$ - | \$ - | \$ - |
| Program Supervisor | \$ - | \$ - | \$ - |
| Property Manager/Maintenance Coord | \$ - | \$ - | \$ - |
| Quality Improvement Advisor | \$ - | \$ - | \$ - |
| Associate Director | \$ - | \$ - | \$ - |
| Housing Care Coordinators | \$ - | \$ - | \$ - |
| Residential Care Coordinators | \$ - | \$ - | \$ - |
| Employment Coordinator | \$ - | \$ - | \$ - |
| Benefits | \$ - | \$ - | \$ - |
| IT and Lease Equipment | \$ 1,641.29 | \$ - | \$ 1,641.29 |
| SHARE Center Travel | \$ 470.00 | \$ - | \$ 470.00 |
| Operating Supplies | \$ - | \$ - | \$ - |
| Guest Food | \$ 53,212.19 | \$ - | \$ 53,212.19 |
| Maintenance and Building Health/Safety | \$ 18,239.62 | \$ - | \$ 18,239.62 |
| Utilities | \$ 14,766.11 | \$ - | \$ 14,766.11 |
| Rapid Rehousing | \$ 277,045.79 | \$ - | \$ 277,045.79 |
| Indirect Cost Expenses (max 10 %) | \$ 40,597.00 | \$ - | \$ 40,597.00 |
| | \$ - | \$ - | \$ - |
| FUNDING TOTAL | \$ 405,972.00 | \$ - | \$ 405,972.00 |

| | | | |
|--------------|-----------------|---------------|-----------------|
| TOTAL BUDGET | \$ 1,500,000.00 | \$ 500,000.00 | \$ 2,000,000.00 |
|--------------|-----------------|---------------|-----------------|

I hereby certify that this budget is correct and complete to the best of my knowledge.

Person Completing Form:

Phone:

Bay Area Community Services
Monterey County Department of Social Services
July 18, 2023 - August 31, 2024

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

| Invoice Month: June-24 | | Invoice Name: SHARE Center | | | |
|--|-----------------|----------------------------|------------------------|-----------------------|-------------------|
| Expense Categories | Total Budget | HHAP | Total Monthly Expenses | Year to Date Expenses | Balance Remaining |
| Program Manager | \$ 72,851.33 | \$ - | \$ - | \$ 8,097.95 | \$ 64,753.38 |
| Program Supervisor | \$ 47,353.37 | \$ - | \$ - | \$ 5,422.28 | \$ 41,931.09 |
| Property Manager/Maintenance Coordinator | \$ 54,638.50 | \$ - | \$ - | \$ 6,127.33 | \$ 48,511.17 |
| Quality Improvement Advisor | \$ 22,729.62 | \$ - | \$ - | \$ - | \$ 22,729.62 |
| Associate Director | \$ 18,941.35 | \$ - | \$ - | \$ - | \$ 18,941.35 |
| Housing Care Coordinators | \$ 88,004.41 | \$ - | \$ - | \$ 27,341.45 | \$ 60,662.96 |
| Residential Care Coordinators | \$ 369,909.94 | \$ - | \$ - | \$ 111,918.45 | \$ 257,991.49 |
| Employment Coordinator | \$ 40,913.31 | \$ - | \$ - | \$ - | \$ 40,913.31 |
| Benefits | \$ 167,558.07 | \$ - | \$ - | \$ 44,341.77 | \$ 123,216.30 |
| Operating Supplies | \$ 29,140.53 | \$ - | \$ - | \$ 5,875.97 | \$ 23,264.56 |
| Guest Food | \$ 149,330.67 | \$ - | \$ - | \$ 23,678.15 | \$ 125,652.52 |
| Maintenance and Building Health/Safety | \$ 65,566.20 | \$ - | \$ - | \$ 32,147.32 | \$ 33,418.88 |
| Utilities | \$ 45,896.34 | \$ - | \$ - | \$ 7,777.99 | \$ 38,118.35 |
| Rapid Rehousing | \$ 281,660.74 | \$ - | \$ - | \$ 17,753.80 | \$ 263,906.94 |
| Indirect Cost Expenses (max 10 %) | \$ 139,533.62 | \$ - | \$ - | \$ 29,048.25 | \$ 110,485.37 |
| Service Total | \$ 1,594,028.00 | \$ - | \$ - | \$ 319,530.71 | \$ 1,274,497.29 |
| Total Service Budget | | \$ 1,594,028.00 | | | |
| Year to Date | \$ | \$ 319,530.71 | | | |
| Balance Remaining | \$ | \$ 1,274,497.29 | | | |

| Expense Categories | Total Budget | PLHA | Total Monthly Expenses | Year to Date Expenses | Balance Remaining |
|--|---------------|---------------|------------------------|-----------------------|-------------------|
| IT and Lease Equipment | \$ 1,641.29 | \$ - | - | \$ 1,641.29 | \$ - |
| SHARE Center Travel | \$ 469.24 | \$ - | - | \$ 469.24 | \$ - |
| Operating Supplies | \$ - | \$ - | - | \$ - | \$ - |
| Guest Food | \$ 53,212.19 | \$ - | - | \$ 53,212.19 | \$ - |
| Maintenance and Building Health/Safety | \$ 18,236.43 | \$ - | - | \$ 18,236.43 | \$ - |
| Utilities | \$ 14,720.63 | \$ - | - | \$ 14,720.63 | \$ - |
| Residential Care Coordinator | \$ 41,942.83 | \$ - | - | \$ 41,942.83 | \$ - |
| Employment Coordinator | \$ 3,750.25 | \$ - | - | \$ 605.90 | \$ 3,144.35 |
| Rapid Rehousing | \$ 231,402.14 | \$ - | - | \$ 231,402.14 | \$ - |
| Indirect Cost Expenses (max 10 %) | \$ 40,597.00 | \$ - | - | \$ 36,223.06 | \$ 4,373.94 |
| Service Total | \$ 405,972.00 | \$ - | - | \$ 398,453.71 | \$ 7,518.29 |
| Total Service Budget | \$ - | \$ 405,972.00 | | | |
| Year to Date | \$ - | \$ 398,453.71 | | | |
| Balance Remaining | \$ - | \$ 7,518.29 | | | |

| | | | | | |
|-------------------|-----------------|------|------|---------------|-----------------|
| Complete Total | \$ 2,000,000.00 | \$ - | \$ - | \$ 717,984.42 | \$ 1,282,015.58 |
| Total Budget | \$ 2,000,000.00 | | | | |
| Year to Date | \$ 717,984.42 | | | | |
| Balance Remaining | \$ 1,282,015.58 | | | | |

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

Person Completing Invoice _____ Title _____ Phone # _____ Authorizing Signature / Date _____



Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-16458 ; Amendment No.: 1

- a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 with Bay Area Community Services (BACS) adding \$500,000 for a new contract total of \$2,000,000 to continue operating the Salinas Housing Advancement, Resource, and Education (SHARE) Center, extending the term by two (2) months, for a new term of July 18, 2023 through August 31, 2024; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three future amendments to this amended Agreement where the total amendments do not exceed 10% (\$200,000) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$2,200,000.

PASSED AND ADOPTED on this 25th day of June 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 25, 2024.

Dated: June 27, 2024

File ID: A 24-304

Agenda Item No.: 59

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy