

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:
Step Up on Second Street, Inc.

(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 to be provided are generally described as follows:

Provide the estimated 40 unsheltered occupants currently living in an encampment area with temporary shelter at the Soledad Interim Housing Facility and the Motel 6, and access to housing navigation, rapid rehousing, case management, supportive services, and linkage to care until all occupants have transitioned to other housing by June 30, 2027.

2.0 PAYMENT PROVISIONS:

2.1 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: \$ 1,701,964.00.

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from retroactive to 11/01/2024 to 06/30/2027, 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 11(a) for list of Exhibits.

Step Up on Second Street, Inc.
CAOHSI - FY2024-2027
ERFG2SOLED

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.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

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

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

- 9.02 **Qualifying Insurers:** All coverages, 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 A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

- 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, and \$2,000,000 in the aggregate.

(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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 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.

15.0 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:	FOR CONTRACTOR:
Roxanne Wilson, Homeless Services Director	Tod Lipka, CEO
Name and Title	Name and Title
168 W. Alisal Street, 3rd Floor, Salinas, CA 93901	1329 Second Street, Santa Monica, CA 90401-1122
Address	Address
831-755-5445	(310) 394-6889 ext 1626
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **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.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.
- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.

- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

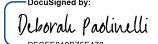
Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: 
DocuSigned by:
30F2300D718745F...
 Contracts/Purchasing Officer
 Date: 1/13/2025 | 4:42 PM PST

By: 
DocuSigned by:
DFCFEB19B75E47B...
 Department Head (if applicable)
 Date: 1/14/2025 | 11:37 AM PST

Approved as to Form
 Office of the County Counsel¹
 Susan K. Blitch, County Counsel

By: 
DocuSigned by:
A40091E3D7C63469...
 County Counsel
 Date: 12/9/2024 | 11:21 AM PST

Approved as to Fiscal Provisions

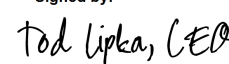
By: _____
 Auditor/Controller
 Date: _____

Approved as to Liability Provisions
 Office of the County Counsel-Risk Management

By: 
Signed by:
68FDC263FFB243C...
 David Bolton, Risk Manager
 Date: 12/10/2024 | 7:53 AM PST

CONTRACTOR

STEP UP ON SECOND STREET INC.

By: 
Signed by:
C2DFB43A0947482...
 Contractor/Business Name *
 (Signature of Chair, President, or Vice-President)
 Tod Lipka, CEO
 Date: 12/9/2024 | 7:46 AM PST
 Name and Title

By: 
DocuSigned by:
DD405DD0F84D423...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
 Alan Darby, Board Treasurer and Officer
 Date: 12/9/2024 | 9:30 AM PST
 Name and Title

County Board of Supervisors' Agreement No. _____ approved on _____

*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.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

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

LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	Encampment Site Map
Exhibit C	Budget
Exhibit D	Additional Provisions
Exhibit E	Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I	Quarterly Reporting Template

SCOPE OF SERVICES/PAYMENT PROVISIONS

**STEP UP ON SECOND STREET, INC. (“CONTRACTOR”)
ENCAMPMENT FUNDING RESOLUTION PROGRAM OF SOLEDAD**

A. FUNDING AMOUNT	\$1,701,964.00	ERF-3-R Funding
B. CONTRACT TERM	Retroactive to November 1, 2024 to June 30, 2027	
C. CONTACT INFORMATION		
COUNTY Contract Manager:	County of Monterey Administrative Office Sarah Federico, Management Analyst II 168 W. Alisal St, 3 rd Floor Salinas, CA 93901 Phone: (831) 755-5341 federicos@co.monterey.ca.us	
COUNTY Contract Monitor:	County of Monterey Administrative Office Dania Valdez, Management Analyst I 168 W. Alisal St., 3 rd Floor, Salinas, CA 93901 Phone: (831) 796-3049 Valdezd2@countyofmonterey.gov	
COUNTY Partner Information:	City of Soledad (City) Beatriz Trujillo, City Housing Analyst 248 Main Street, Soledad, CA 93960 (831) 223-5056 btrujillo@cityofsoledad.gov	
CONTRACTOR Information:	Step Up on Second Street, Inc. Tod Lipka, CEO 1328 Second St. Santa Monica, CA 90401-1122 Phone: (310) 394-6889 ext.1626 TLipka@stepup.org	
Location of Interim Housing and Services:	City of Soledad – Interim Housing Facility 990 Los Coches Road Soledad, CA 93960 Motel 6 Motel 1155 Front Street Soledad, CA 93960	

SCOPE OF SERVICES/PAYMENT PROVISIONS

D. SUBAWARD INFORMATION:

SUBAWARD: HCD Encampment Resolution Funding, round 3 (ERF-3-R)

CONTRACTOR UEI Number: JA9DL54US3E3

Date County Awarded Funding: April 18, 2024

CFDA Passthrough Information and Dollar Amount: N/A

Federal Award Identification Number (FAIN): N/A

Federal Award Description: N/A

Research and Development: No

Maximum Allowable Indirect Cost Rate: 10%

E. BACKGROUND

Step Up on Second Street, Inc. ("CONTRACTOR") is a 501(c)(3) non-profit organization and a full-service mental health agency serving communities nationwide since 1994 with permanent and interim supportive housing services. CONTRACTOR is a recognized industry leader in providing housing navigation and supportive housing services in Monterey County. This Agreement with CONTRACTOR will provide unsheltered individuals living in an encampment located along the Salinas River adjacent to the City of Soledad ("Soledad") with access to low-barrier, temporary living facilities and comprehensive supportive services in a housing-focused service model ("program"). The overall goals for the program are to connect 90% of program participants with access to services and interim housing and to exit 75% of program participants into permanent housing or other types of housing by June 30, 2027. This program is a collaborative partnership with Soledad that will share in the development, management, operations, and programmatic oversight of the full program.

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 CONTRACTOR shall provide interim housing at the locations listed in Section C and access to supportive services, including housing navigation, and rapid re-housing services to an estimated 40 unsheltered occupants currently living in an encampment located in the Salinas Riverbed near Soledad (**EXHIBIT B**).

F.1.a. CONTRACTOR shall provide low-barrier access to "screen in" referred individuals in coordination with Soledad's Outreach Coordinator.

F.1.b. CONTRACTOR shall coordinate bed/unit assignments as necessary in coordination with Soledad.

F.2 CONTRACTOR shall provide comprehensive supportive services utilizing a Housing First, trauma informed, harm reduction approach to the program participants living at the Motel 6¹ and Soledad's Interim Housing Facility until all program participants have transitioned to other types of housing and/or permanent housing, no later than June 30, 2027. Participant referrals shall be coordinated with Soledad's Outreach Coordinator, for up to 26 clients at any given time.

F.2.a. CONTRACTOR will provide program participants with access to the following services: case management, rapid re-housing and housing navigation, assistance obtaining public benefits and securing documentation, education and employment services, housing retention skills, legal assistance, family connection services, life

¹ [The Soledad Street Outreach and Interim Motel Voucher programs are defined in a separate executed Agreement between Soledad and the County.](#)

SCOPE OF SERVICES/PAYMENT PROVISIONS

- skills activities, rehabilitations, emotional skills building.
- F.2.b. CONTRACTOR shall provide program participants with access to services every day of the week, excluding Sundays, during the hours of 8:00 a.m. to 10:00 p.m.
- F.3 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with ERF-3-R funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used.
- F.4 CONTRACTOR shall coordinate the provision of daily meals for program participants temporarily living at the Interim Housing Facility in coordination with Soledad's Outreach Coordinator. The daily provision of meals for program participants at the Motel 6 is provided for by Soledad's Street Outreach and Interim Motel Voucher Program through a separate agreement between the COUNTY¹ and Soledad.
- F.5 CONTRACTOR shall assist all program participants in coordination with Soledad, in developing a person-centered Individual Service Plan (ISP) or similar detailed individualized plan of the supports, activities, and resources required to achieve personal goals and that outlines the decisions made during a person-centered process of planning and information gathering.
- F.6 CONTRACTOR shall match the level of services to the identified needs of individual program participants to both mitigate harm and support each participant's success toward reaching their individualized goals.
- F.7 CONTRACTOR shall ensure case managers provide the stability of the daily on-site participant support and linkages with local homeless service providers, Behavioral Health, and Social Services, and will offer appropriate and facilitate participant referrals to off-site services, such as health care.
- F.8 CONTRACTOR shall assist all program participants with transportation to access off-site services and activities related to their housing goals.
- F.9 CONTRACTOR shall ensure the Interim Housing facilities are pet-friendly and managed in accordance with recommended pet friendly best practices (**EXHIBIT F**, Participant Animal Guidelines).
- F.9.a. Ensure all pets are registered and all pet owners receive and sign a pet notice of responsibility.
- F.9.b. 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 program participants.
- F.10 CONTRACTOR shall ensure Soledad's Interim Housing Facility is kept in the utmost cleanliness, where interior and exterior floors are cleared each day as needed and will inspect the perimeter of the facility to ensure that all trash is collected daily.
- F.10.a. CONTRACTOR may provide staff and/or outsource weekly to perform cleaning services.
- F.11 CONTRACTOR shall comply with all Soledad Fire Department regulations.
- F.12 CONTRACTOR shall establish a no-fee, facility use agreement with Soledad for use of the Interim Housing Facility located at 990 Los Coches Road, Soledad, CA 93960, upon notification of the certificate of occupancy until June 30, 2027. CONTRACTOR shall ensure the following provisions are included in the facility use agreement:
- F.12.a. Protocol to provide staff schedules for the Soledad Interim Housing Facility to ensure there is coverage for scheduling gaps and a notification plan for any

SCOPE OF SERVICES/PAYMENT PROVISIONS

unexpected coverage gaps.

- F.12.b. Communication protocol with Soledad's Police Department to ensure the safety of staff and program participants to minimize the impact of the Interim Housing Facility on the neighboring community in coordination with the selected onsite Security provider.
- F.12.c. List of Soledad's responsibilities for provision of property utilities, maintenance, and onsite security at the facility during facility use.
- F.12.d. List of CONTRACTOR's responsibilities for cleaning services at the facility.
- F.12.e. **EXHIBIT F**, Participant Animal Guidelines.
- F.12.f. Any compliance requirements required by the City of Soledad and/or Soledad's Fire Department regulations for facility usage.

G. SERVICE GOALS AND OUTCOMES

CONTRACTOR shall seek to achieve the following service goals and outcomes as outlined in the ERF-3-R application during this contract term:

- G.1 Provide safe and secure shelter for up to 16 unduplicated individuals at any given time at Soledad's Interim Housing Facility.
- G.2 Provide supportive services for up to 26 unduplicated individuals at any given time at both location sites.
- G.3 Utilize internal/external data management systems to track individual case notes, living plans and goals met.
- G.4 65% of program participants will secure interim housing at both location sites by June 30, 2025 in coordination with Soledad's Outreach Program.
- G.5 90% of program participants of the encampment site will receive connection to supportive services and interim housing by June 30, 2025.
- G.6 15% of program participants will secure permanent housing by June 30, 2027.
- G.7 75% of program participants shall exit into transitional and/or permanent supportive housing by June 30, 2027.

H. TRAVEL/TRAINING REIMBURSEMENT:

- H.1 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 \(monterey.ca.us\)](https://monterey.ca.us/microword/county-travel-bus-expense-policy-12-5-12.doc). 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. CONTRACTOR RESPONSIBILITIES

- I.1 CONTRACTOR agrees to cooperate fully with the COUNTY and Soledad in all matters related to data collection, management, and oversight to ensure compliance with the California Department of Housing and Community Development ("HCD") requirements and in accordance with **EXHIBIT D, Additional Provisions**.
- I.2 CONTRACTOR shall inform the COUNTY immediately of failure to perform any component of this executed agreement.
- I.3 CONTRACTOR shall submit quarterly written reporting as required and defined in Section J, and monthly invoices defined in **Section I of EXHIBIT D**.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- I.4 CONTRACTOR shall provide informal monthly updates to the COUNTY and Soledad including capacity counts for the Interim Housing Facility and general feedback to maintain strong communication regarding operations and services.
- I.5 CONTRACTOR agrees to coordinate and issue program participant satisfaction surveys to all participants shortly following intake to the program and every 6 months thereafter; to use feedback received to improve services and guest care and to include findings and responses in annual outcomes report. CONTRACTOR shall make survey results available to COUNTY upon request as part of routine contract monitoring.
- I.6 CONTRACTOR shall participate in annual monitoring activities conducted by COUNTY and Soledad staff which may include HCD program representatives.
 - I.6.a. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will evaluate fiscal integrity, customer service, program management, and data collection & reporting procedures. In accordance with this contract's signed Health Insurance Portability & Accountability Act ("HIPAA") agreement (**EXHIBIT G**), CONTRACTOR shall make client files available to authorized County and/or Soledad staff and HCD ERF-3-R program representatives as sample data to verify agency compliance with contract requirements and reported outcome data as necessary.
 - I.6.b. This provision also includes allowing visits related to the project and film, tape, photograph, interview, and otherwise documentation of operations during normal business hours and with reasonable advance notice. Any outside visitors shall adhere to best practices that respect the privacy of program participants.
- I.7 CONTRACTOR shall develop operational policies and procedures for program management, including intake, case management, and service provision incorporating **EXHIBIT H**, County Adopted Operational Emergency Shelter Standards.
- I.8 CONTRACTOR agrees that the program will prioritize referrals received through the referral process established by Soledad's Street Outreach Program.
- I.9 CONTRACTOR shall establish a Good Neighbor Policy approved by the COUNTY and Soledad.
- I.10 CONTRACTOR shall incorporate Enhanced Care Management (ECM) into their services plan for the program.
- I.11 CONTRACTOR shall ensure compliance with AB977 regarding any ERF-3-R required data collection in the Homeless Management Information System.
 - I.11.a. 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"), 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).
 - I.11.b. CONTRACTOR shall establish three new programs in HMIS:
 - 1. Soledad Shelter Program:
 - Project Type: Emergency Shelters (ES)
 - ES Subtype: Entry/Exit
 - Operating Start Date: November 1, 2024
 - Housing Type: Site-Based in single location

SCOPE OF SERVICES/PAYMENT PROVISIONS

- HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
 - 2. Motel 6 Program:
 - Project Type: Emergency Shelter (ES)
 - ES Subtype: Entry/Exit
 - Operating Start Date: November 1, 2024
 - Housing Type: Site-based in a single location
 - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
 - 3. Rapid Re-Housing Program:
 - Project Type: PH Rapid Re-Housing
 - RRH Subtype: RRH: Housing with or without services
 - Operating Start Date: November 1, 2024
 - Housing Type: Tenant-based scattered-site
 - HMIS Grant ID: CALICH-COU-020_CA-HCD-ERF3R
- I.11.c. CONTRACTOR acknowledges that the COUNTY reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.
- I.12 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.
- I.13 CONTRACTOR and its subcontractors, hereby certify under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 Cal. GOV Code § 8350.
- I.14 CONTRACTOR shall notify the COUNTY and Soledad immediately of any incidents that must be reported and/or that may require a response to the public or elected officials.
- I.15 CONTRACTOR shall immediately notify COUNTY and Soledad of any significant issues with program participants; time is of the essence. Significant issues include but are not limited to disciplinary or safety issues that impact program participants' stay in any of the Interim Housing sites.
- I.16 CONTRACTOR shall immediately notify the COUNTY and Soledad of any changes to managerial or supervisory staffing and/or contact information.
- I.17 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by COUNTY.
- I.18 CONTRACTOR shall recruit and train staff members responsible for program management, and onsite-peer support.
- I.19 CONTRACTOR shall ensure that all services and program documents are provided in the Spanish language at minimum and when other languages are needed utilize any resources necessary to accommodate.
- I.20 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to program participants 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.
- I.21 CONTRACTOR shall ensure the program is accessible and welcoming to each of the following clients: residents with mental illness and/or disabilities, LGBTQ+, Minors, and survivors of domestic violence and human trafficking.

SCOPE OF SERVICES/PAYMENT PROVISIONS

J. REPORTING INSTRUCTIONS AND SUBMISSION

- J.1 CONTRACTOR shall attend at least one (1) status meeting with COUNTY and Soledad per week to ensure regular communication regarding services and operations. If CONTRACTOR is unable to attend a regularly scheduled meeting, CONTRACTOR shall provide notification and status report via email to the COUNTY Contract Manager and COUNTY Partner listed in Section C.
- J.2 CONTRACTOR shall submit monthly invoices submitted on the 10th of the month following the month services are provided as defined in Section N.
- J.3 CONTRACTOR shall provide COUNTY with quarterly written reports addressing performance of activities outlined in Section F: Description of Services and quarterly expenditures per eligible use categories detailed in the budget (**EXHIBIT C**).
- J.3.a. CONTRACTOR shall submit signed original quarterly reports via email to the County Contract Manager and CC: to COUNTY Partner listed in Section C, using the reporting template (**EXHIBIT I**).
- J.3.b. CONTRACTOR shall attach a quarterly anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.
- J.4 CONTRACTOR shall submit Quarterly expenditure and activity reports by the following deadlines:

Due Date	Reporting Period Beginning date	Reporting Period End Date
January 15, 2025	October 1 2024	December 31, 2024
April 15, 2025	January 1, 2025	March 31, 2025
July 15, 2025	April 1, 2025	June 30, 2025
October 15, 2025	July 1, 2025	September 30, 2025
January 15, 2026	October 1, 2025	September 30, 2025
April 15, 2026	January 1, 2026	March 31, 2026
July 15, 2026	April 1, 2026	June 30, 2026
October 15, 2026	July 1, 2026	September 30, 2026
January 15, 2027	October 1, 2026	December 31, 2026
April 15, 2027	January 1, 2027	March 31, 2027
July 15, 2027	April 1, 2027	June 30, 2027
October 31, 2027	October 1, 2024	June 30, 2027

- J.5 CONTRACTOR shall submit Annual reports on July 15th of each year in alignment with the ERF-3-R annual reporting periods with the following narrative information:

SCOPE OF SERVICES/PAYMENT PROVISIONS

- J.5.a. Program Objectives
- J.5.b. Program Challenges
- J.5.c. Program Success Stories
- J.5.d. Attach an anonymized person served list illustrating the housing outcomes of each person served by the ERF-3-R program.
- J.6 CONTRACTOR shall provide upon request, information and documentation on service delivery models developed with grant funds to designated staff from the COUNTY and Soledad. This includes any necessary materials to study the program or replicate it for implementation across the State of California.
- J.7 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the ERF-3-R funding.
 - J.7.a. Records demonstrating that funded activities meet the objectives of the ERF-3-R program.
 - J.7.b. Records are required to determine the eligibility of activities per eligible use.
- J.8 CONTRACTOR shall participate in **annual contract monitoring** conducted by the COUNTY to review fiscal integrity, customer service, business management, and service delivery and may include an on-site visit. Completion of this measure shall be documented through the issuance of a contract monitoring report to be provided by the **County Contract Monitor** listed in Section C.

K. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

K.1 CONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
November 2024	March 2025	Hire staff for program Operations and Supportive Services for all program participants.
November 2024	March 2025	Development of operational policies and procedures for Interim Housing program management, including intake, case management, and service provisions.
November 2024	March 2025	Participate in coordinated outreach efforts facilitated by Soledad's Street Outreach program to provided linkages to encampment occupants to relevant services as necessary.
November 2025	June 2025	• 65% of encampment occupants will secure Interim Housing at facility and Motel 6. • 90% of program participants will be connected to Step Up supportive services.
April 2025	June 2027	• 75% of program participants will be served by the program end date of June 30, 2027. • 15% of program participants will secure permanent housing by June 30, 2027.

L. FINANCIAL OVERSIGHT AND ACCOUNTING

- L.1 CONTRACTOR shall ensure all program operations and objectives advance ERF-3-R's objective and fall within the following Eligible Use categories:

SCOPE OF SERVICES/PAYMENT PROVISIONS

Eligible Use Category	Eligible Activities Applied to the Eligible Population
Rapid Rehousing	Rapid rehousing, including housing identification services, rental subsidies, security deposits, incentives to landlords, and holding fees for eligible persons, housing search assistance, case management and facilitate access to other community-based services.
Interim Housing	Interim Housing, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons.

- L.1.a. CONTRACTOR shall submit invoices utilizing the template approved by COUNTY described in Section I of **EXHIBIT D**.
- L.2 CONTRACTOR shall collaborate with COUNTY to prepare and submit budget modifications as needed.
- L.3 All proceeds from any interest-bearing account established by the CONTRACTOR for the deposit of ERF-3-R funds, along with any interest-bearing accounts must be used for eligible activities and reported on as required by the HCD and reported to the County in quarterly reporting defined in Section J of this Agreement.
- L.4 ERF-3-R program funds shall not be used for costs associated with activities in violation, conflict, or inconsistent with HSC Sections 50250 – 50254, other applicable laws, the terms and conditions of this Agreement, CONTRACTOR nor their agents shall directly or indirectly use ERF awards for any use or activity that is in violation, conflict, or inconsistent with the legislative intent of the authorizing statute to ensure the safety and wellness of people experiencing homelessness in encampments. ERF-funded activities that cause a traumatic effect are inconsistent with ensuring the safety and wellness of people experiencing homelessness in encampments.
- L.5 ERF-3-R program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including encampment site restoration or waste management.
- L.6 CONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient ERF-3-R funds are made available to COUNTY for the administration of the services under this Agreement.
- L.7 In the event ERF-3-R funding is terminated, reduced, or the CONTRACTOR breaches any of the duties under this Agreement, CONTRACTOR agrees to cooperate with COUNTY to return any unused funds including any initial payments made within thirty (30) days of written notice from the COUNTY.

SCOPE OF SERVICES/PAYMENT PROVISIONS

M. PAYMENT PROVISIONS

- M.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D, Section I, PAYMENT BY COUNTY**, of this Agreement.
- M.2 The total maximum amount payable to CONTRACTOR for the period November 1, 2024, through June 30, 2027, shall not exceed **one million seven hundred one thousand one hundred sixty-four dollars and zero cents (\$1,701,164.00)** as set forth in **EXHIBIT C, Budget**.
- M.3 CONTRACTOR shall submit original signed invoices, monthly to COUNTY setting for the amount claimed by the 10th day of the month in which services were performed on the form set forth in **EXHIBIT E. The final invoice is due no later than the 10th of July 2027.**
- M.4 An initial payment of **three hundred thousand dollars and zero cents (\$300,000)** shall be paid to the CONTRACTOR upon execution of this Agreement and will be offset by up to **twenty-five thousand dollars and zero cents (\$25,000) from monthly invoices until the initial payment funds are expended.** The initial payment will have a certified invoice, which will be approved by the COUNTY Homelessness Strategy and Initiatives Division for advanced work to hire program staff, purchase program supplies and equipment and provide interim sheltering and rapid rehousing to program participants with immediate needs. All payments after the initial payment to the CONTRACTOR will be paid to the CONTRACTOR thirty (30) days after a certified invoice is provided to the Auditor-Controller.
- M.5 Except for the initial payment, CONTRACTOR shall submit monthly invoices until all remaining ERF-3-R funds are exhausted or completion of the Agreement, whichever occurs first. The monthly invoice shall set forth the total amount to be paid for the services performed under this Agreement for the previous month, together with an itemized basis for the amounts claimed and a deduction per the instructions in M.4, 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 Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the invoice.

N. INVOICING INSTRUCTIONS & SUBMISSION

- N.1 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to the COUNTY Contract Manager listed in Section C and to HomelessServices@countyofmonterey.gov setting forth the amount to be paid by the 10th day of the month following the month in which services are performed. Invoices may be submitted more frequently as necessary or as agreed upon.
- N.2 The invoice shall be submitted based on funding amounts detailed in **EXHIBIT C** and set forth in **EXHIBIT E**.
- N.3 The final invoice for close out is due no later than the 10th of July 2027.
- N.4 **All funds must be expended by CONTRACTOR by June 30, 2027.**

O. INDEMNIFICATION

CONTRACTOR shall indemnify and make whole the COUNTY should any funds be stolen, used in fraudulent activities, or not used for the purposes set forth in this Agreement.

ENCAMPMENT SITE MAP

City Limits and Nearby Properties



1/30/2023



1:3,220
0 0.02 0.04 0.08 mi
0 0.04 0.07 0.14 km
Maxar, Microsoft, Esri Community Maps Contributors, California State Parks,
© OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,
CITY OF SOLEDAD
PLANNING DIVISION

BUDGET

November 1, 2024 to June 30, 2027

Agency Name: Step Up on Second Street, Inc - Soledad ERF-3-R Program

Expense Categories	ERF-3-R
Service Coordinators	\$ 540,000.00
On-site Peer Support Specialist	\$ 33,280.00
Program Manager	\$ 100,000.00
Housing Navigator	\$ 162,000.00
Program Client Services	\$ 205,360.00
Program Site Costs	\$ 176,600.00
Rapid Rehousing	\$ 330,000.00
Indirect (10% Max)	\$ 154,724.00
Program Total	\$ 1,701,964.00

Budget Narrative

Expense Category

Line-Item narrative

Service Coordinators	100% of 4.00 FTE @ \$540,000.00 over 28 months. Service Coordinators are responsible for daily case management support for program participants including assistance with residential care and access to supportive services.
Onsite Peer Support Specialist	100% of 1.0 FTE @ 33,280.00 over 28 months. Resident program participant hired to provide peer support.
Program Manager	100% of .50 FTE @ \$100,000 over 28 months. Program manager is responsible for daily program operations and direct service programs.
Housing Navigator	100% of 1.0 FTE @ \$162,000 over 36 months. The housing navigator provides housing locator services, for unhoused or unstable housed partners based on a Housing First Model.
Program Client Services	Flexible spending dollars to support housing maintenance, and community integration. Costs include support with utilities, transportation, incentives, pet support, hygiene supplies kit, clothing, food and goods gift cards, education, and job preparation/training.
Program Costs	Program Operations at Interim Housing Facility/Motel 6: equipment rental including copiers & water, cleaning services for the Interim Housing Facility only, office Supplies (printing, postage, courier), office furniture (desk, chair, file cabinets), Communications (staff cell phone and internet), Laptop Computer (for HMIS entry, chart documentation, and data reporting), Staff Travel, Training, and any insurance costs for the shelter.
Rapid Rehousing	Direct financial assistance to support rapid rehousing of program participants.

BUDGET

Indirect	Indirect Administrative costs including Human Resources, Accounting, Corporate Costs at 10%
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FUNDING: ERFG2SOLED

**MONTEREY COUNTY
HOMELESSNESS STRATEGY AND INITIATIVES DIVISION
OF THE COUNTY ADMINISTRATIVE OFFICE**

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 E, Invoice Template**.

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 A**. Only the costs and eligible uses listed in **Exhibit A, Section L** 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 ten (10) 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 D

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 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.

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

2.07 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

EXHIBIT D

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

III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of Homelessness Strategy and Initiatives of the County Administrative Office (CAO-HSI), 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.

EXHIBIT D

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

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

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;

- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977, as amended and in particular Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

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

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

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

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

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

EXHIBIT D

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

V. ADDITIONAL REQUIREMENTS

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

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

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

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

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

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

VI. CONTRACT ADMINISTRATORS

6.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates its Chief Executive Officer 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 Homelessness Strategy and Initiatives Division (CAO-HSI) 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 CAO-HSI 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/or Federal governments. If funds from State and/or 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 CAO-HSI 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 Contact/Program Analyst, submit a written complaint, together with any evidence, to the CAO-HSI 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 CAO-HSI 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 Director, CONTRACTOR may appeal the decision to the County Administrative Officer (CAO Officer).
- b) CONTRACTOR's appeal of the Director's decision must be submitted to the CAO Officer 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

EXHIBIT D

days from the date of CONTRACTOR'S appeal, the CAO Officer, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The CAO Officer shall issue a final written decision within fifteen (15) working days of such meeting.

- c) CONTRACTOR may appeal the final decision of the CAO Officer 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.

MONTHLY INVOICE TEMPLATE

EXHIBIT E



Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone Number: (310) 394-6889

Invoice Period:	
Date of Invoice:	
Invoice No:	
Contract Term:	

Total Budget:	\$ 1,701,964.00
Interim Sheltering:	\$ 1,209,964.00
Rapid Rehousing:	\$ 492,000.00
Prepayment Amount:	\$ 300,000.00
To Date Expenses:	\$ 1,701,964.00
Interim Sheltering Balance:	\$ 1,209,964.00
Rapid Rehousing Balance:	\$ 492,000.00
Contract Remaining Balance:	\$ 1,701,964.00

Prepayment Balance:	\$ 300,000.00
---------------------	---------------

Total Monthly Expenses:	\$ 1,701,964.00
Prepayment Deduction:	\$ -
Total Amount to be Paid:	\$ -

Monthly Expenses					
Expense Categories	Total Budget	ERF-3-R	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Service Coordinators	\$ 540,000.00	\$ -	\$ -	\$ -	\$ 540,000.00
On-Site Peer Support Specialist	\$ 33,280.00	\$ -	\$ -	\$ -	\$ 33,280.00
Program Manager	\$ 100,000.00	\$ -	\$ -	\$ -	\$ 100,000.00
Housing Navigator	\$ 162,000.00	\$ -	\$ -	\$ -	\$ 162,000.00
Client Services	\$ 205,360.00	\$ -	\$ -	\$ -	\$ 205,360.00
Program Costs	\$ 176,600.00	\$ -	\$ -	\$ -	\$ 176,600.00
Rapid Rehousing	\$ 330,000.00	\$ -	\$ -	\$ -	\$ 330,000.00
Indirect	\$ 154,724.00	\$ -	\$ -	\$ -	\$ 154,724.00
Service Total	\$ 1,701,964.00	\$ -	\$ -	\$ -	\$ 1,701,964.00

*Attach all itemized invoices if applicable.

**Per Agreement, Exhibit A, Section M: CONTRACTOR shall deduct up to \$25,000 of monthly expenses per invoice until the Prepayment Balance is zero.

Deduction**
Total Amount to be Paid \$ -

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

Authorizing Signature

Date

County Contract Manager Approval Date

Remit Payment To: Step Up on Second Street, Inc.
Remittance Address: Attn: Accounts Receiveables
1328 Second Street
Santa Monica CA 90401-1122

PARTICIPANT ANIMAL GUIDELINES – PET FRIENDLY FACILITY

A. PURPOSE

The following are guidelines regarding personal pet care while residing within the Soledad Interim Housing Program located at 990 Los Coches Road and the Motel 6 in the City of Soledad. If vaccination proof is unavailable, the pet may be accepted temporarily but must be scheduled for vaccination. All guests with pets must sign an acknowledgement of these guidelines. A sample acknowledgement form is provided at the end of this exhibit below.

B. POLICY GUIDELINES

Both service and emotional support animals and pets are eligible to reside at any of the Soledad interim housing sites. CONTRACTOR is responsible for providing clear client advisement on, as well as ongoing enforcement of, the following pet policies and practices: Upon entry into the program the participant must be advised of the following:

- B.1 All animals must be registered with the shelter.
- B.2 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:
 - B.2.1 The animal's behavior poses a direct threat to the safety of others and the threat cannot be eliminated by a reasonable modification.
 - B.2.2 The animal is disruptive and interfering with the program and the participant does not take effective action to control it.
 - B.2.3 The animal is creating an unsanitary condition.
- B.3 Participants are responsible for taking care of their animal. This includes:
 - B.3.1 The animal must have food and fresh water.
 - B.3.2 Dogs must be walked daily.
 - B.3.3 Waste material is to be picked-up and properly disposed.
 - B.3.4 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.
 - B.3.5 Crate/carriers must be washed on a weekly basis or as needed.
 - B.3.6 Participants must keep their animal current with any required vaccinations (proof is required) and attend to any medical needs that their animal may have.
- B.4 Animals must be free of fleas and other pests.
- B.5 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.
- B.6 Participants must feed, water, clean, exercise and cleanup after their animal.
- B.7 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.
- B.8 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.

PARTICIPANT ANIMAL GUIDELINES – PET FRIENDLY FACILITY

- B.9 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.
- B.10 Owners must have an identified emergency care person.
 - B.10.1 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.
 - B.10.2 Animal control will be contacted if the emergency care person is unable to be contacted or unwilling to care for the animal.
- B.11 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:
 - B.11.1 Pets should have a current vaccination (e.g., rabies) and city licensure.
 - B.11.2 Dogs and cats should be spayed/neutered.
 - B.11.3 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.

C. GUIDELINES REGARDING SERVICE ANIMALS

- C.1 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:
 - C.1.1 Is the animal required because of a disability?
 - C.1.2 What work or task has the animal been trained to perform?
- C.2 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:
 - C.2.1 Rabies Certification
 - C.2.2 Spray/Neuter Certification (if applicable)

*Guidelines adopted from recommendations by the National Alliance to End Homelessness,
www.endhomelessness.org*

PARTICIPANT ANIMAL GUIDELINES – PET FRIENDLY FACILITY

D. ACKNOWLEDGEMENT OF PARTICIPANT ANIMAL GUIDELINES

My designated emergency care person is _____.

who can be reached at the following address and telephone number _____

_____.

I understand the shelter guidelines for Soledad Interim Housing Program 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**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

EXHIBIT G

- (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.
- (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

EXHIBIT G

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.

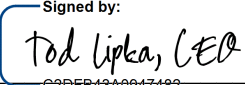
The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement,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

EXHIBIT G

comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: STEP UP ON SECOND STREET, INC.

By:  Signed by:
C2DFB43A0947482...
Title: Tod Lipka, CEO
Date: 12/9/2024 | 7:46 AM PST

LEAD ME HOME
MONTEREY AND SAN BENITO COUNTY CONTINUUM OF CARE

OPERATIONAL STANDARDS FOR EMERGENCY SHELTERS



*Edited to accommodate Encampment Resolution Funding Program Requirements. Original approved by the Lead Me Home Continuum of Care.

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1. INTRODUCTION / OVERVIEW

A. Background and Purpose

The Monterey and San Benito County CoC Shelter Standards provide the policy framework for emergency shelter programs located within these two counties. These standards have been developed collaboratively by the primary funders of shelter in the community: the Coalition of Homeless Services Providers (CHSP), County of Monterey, County of San Benito, City of Salinas and United Way of Monterey County.

The purpose of these standards is to:

- Create a baseline set of funder expectations for shelter program operations
- Ensure shelter programs are operating in alignment with known best practices in the field, including Housing First principles and practices.
- Ensure all participants who access emergency shelter have a similar experience, regardless of funding source.
- Provide all local funders of shelter with a common set of standards for the programs they fund.

These general standards serve as minimum requirements for the operation of shelter programs in Monterey and San Benito Counties. The standards outlined in this manual are designed to provide a framework that individual shelter programs can align to. Each individual provider or program will be expected to develop and maintain policies and procedures consistent with this umbrella set of standards.

Some funding sources have specific requirements. The program operator shall ensure that each program complies with all funder requirements. If any funder requirements are not aligned with these standards, the program will ensure compliance with all funding requirements. In those cases where a specific funding regulation does not align with these standards, the program operator will notify CHSP of the situation to discuss possible options and strategies. The program operator will also note the reason(s) for any inconsistencies in their written program documentation.

B. Programs Covered by These Standards

The Lead Me Home CoC Written Standards define “Emergency Shelter” as: *facilities providing shelter in a permanent location, for a limited period of time, to individuals and families having neither a home nor the means to obtain a home or other temporary lodging*. Shelters provide time-limited accommodations in either a congregate or non-congregate setting.

These shelter standards cover emergency shelter programs receiving funding from any of the following sources:

- HUD Emergency Solutions Grant (ESG)
- Community Development Block Grant (CDBG)
- State of California Homelessness Housing, Assistance and Prevention (HHAP)
- State of California Permanent Local Housing Allocation (PLHA)
- Community Action Agency/Community Services Block Grant (CSBG)
- State of California Encampment Resolution Funding (ERF)

Programs receiving funding from alternative sources may also align to these standards to ensure community-wide continuity in shelter services.

Seasonal shelters are activated in inclement weather or cold/wet winter weather. Seasonal shelters may not offer the same level of services as a year-round shelter and may not be able to align to all the standards detailed in this document. Seasonal shelter operators should, however, strive to comply with these operational standards to the maximum extent possible given space and funding constraints.

Transitional housing provides time limited housing but with longer lengths of stay and more intensive services than emergency shelter. Transitional housing programs are not covered by these standards.

C. Guiding Principles for Shelters

The Monterey and San Benito County CoC maintains a strong commitment to prevent and end homelessness for county residents, with the goal of reducing the total population of people experiencing homelessness by 50% by June 2026. The CoC recently adopted a Five-Year Strategic Plan that provides a roadmap for the CoC and its partners to coordinate, align, and focus their efforts to maximize impact on reducing homelessness.

The strategies and policies adopted by Monterey and San Benito County CoC, jurisdictions (Counties and Cities), funders, providers and other key stakeholders are guided by the following principles:

- **Embedded with dignity and respect:** The homelessness response system's efforts center the needs of people requesting assistance by delivering individualized, comprehensive, and culturally competent services. Strengths-based, person-centered, trauma-informed, and harm reduction-based approaches are integrated into all aspects of service design and delivery.
- **Informed by people with lived experience of homelessness:** People experiencing homelessness are experts of their personal needs; the homelessness response system honors and elevates their input on service design and delivery.
- **Housing-focused:** The solution to homelessness is housing; all efforts of the homelessness response system work towards the goal of helping people gain and maintain stable, permanent housing situations.
- **Data-driven towards results:** Strategies and priorities for reducing homelessness will be informed by data to best serve people experiencing homelessness, achieve desired outcomes, and guide strategic investments in programs and services.
- **Coordinated:** The homelessness response system and other systems of care will communicate and partner towards shared goals of improving service linkages and reducing homelessness.
- **Equitable and social justice oriented:** The homelessness response system acknowledges the barriers to housing and resource connection that disproportionately impact people by race, ethnicity, gender, and other identities. The system adopts intentional policies and programs to reduce these disparities and advance equity in system experiences and outcomes.

D. State of CA Housing First Principles

The State of California has adopted a set of Housing First requirements that apply to programs receiving funding from a range of sources, including HHAP and ERF. Some of these requirements are only applicable to permanent housing programs, but others are applicable to both shelter and housing. Shelter providers are expected to comply with the State of California's Housing First requirements as applicable to

emergency shelter programs. The requirements may be found in the Welfare and Institutions Code (WIC) Section 8275(b). Additional information on Housing First may be found at the California Interagency Council on Homelessness (CA-ICH) website at: <https://bcsh.ca.gov/calich/resources.html>

2. SHELTER ACCESS

To ensure consistency with Housing First principles and ensure that people who are unsheltered have streamlined access to available shelter beds, shelter programs should adopt policies for eligibility and screening that impose minimal barriers to access.

A. Eligibility Criteria and Screening

Screening Criteria

Each shelter program in Monterey or San Benito County will establish its own eligibility criteria in compliance with applicable funding sources. Funder-mandated eligibility restrictions are allowed and may include factors such as: maximum income levels, convictions for specific criminal offenses (e.g., sex offender), minimum or maximum age of participants (e.g., must be at least 18, must be 18-24), veteran status and other factors.

Shelter programs **shall not** adopt additional eligibility or screening criteria beyond what is required by a funding source. In particular, providers shall **not** impose additional targeting or screening criteria designed to identify whether an individual or household is “suitable” or housing ready,” such as:

- Sobriety or participation in treatment services
- Employability or employment readiness
- Income or ability to pay rent
- “Motivation” or willingness to participate in services
- Proof of citizenship/immigration status

Shelter programs will adopt policies and procedures that “**screen in**” individuals and households with higher barriers to housing, including:

- Adult individuals and families who are unsheltered (living outdoors or in vehicles);
- Households with no, low or fixed income;
- Adults with disabilities, including behavioral health issues (mental illness, substance use);
- People with limited or no employment history; and
- People with criminal records and/or evictions.

Shelter programs may conduct a service needs assessment as part of the screening and admission process, but only for the purpose of developing a housing-focused case plan with the participant and determining their immediate needs. Service needs or other types of assessments are not to be used to make eligibility and admission decisions. However, shelters may decline to accept a participant if there is a clear safety issue (see below).

Safety Screening

Shelters may use their screening procedures to identify individuals who might pose a safety concern to other shelter participants, including, for example, recent history of violent behavior. Criteria for assessing safety concerns must be clear and objective to the maximum extent possible. These instances should be rare and the reason for the refusal to serve a participant must be documented. Shelters may also terminate a client's participation after enrollment should they receive information that raises concerns about safety.

Compliance with Federal Requirements

Shelter Programs will operate in compliance with the **Department of Housing and Urban Development's (HUD) Equal Access to Housing Final Rule**, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.

Programs must have policies to ensure compliance with Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.

Screening Criteria Relating to Youth and Families

Programs should ensure they are operating in compliance with HUD requirements relating to involuntary separation of families. The CoC and ESG Interim Rules require that the age and gender of a child under age 18 must not be used as a basis for denying any family admission to a project that receives funds through the CoC or ESG program.

Unaccompanied minors may only be served with agreement of a legal guardian or appropriate authorities. Basic Center Programs (BCP) projects serving runaway youth must create a MOU between their programs and child welfare agencies that clarify roles, responsibilities and define the provision of services at the time youth enter shelter. This requirement is in accordance with the **Runaway and Homeless Youth Act**.

No one under the age of 18 should be allowed to reside in a single-adult shelter. If a household with minors presents for service at a single-adult shelter, shelter staff should refer the family to more appropriate services.

B. Admission, Intake, and Readmission Policies

Admissions

Shelters are required to create policies and procedures for accepting individuals into their shelter programs including procedures for intake and readmission policies. Admission policies must specify the process individuals or families should follow to request access to shelter including how to contact the shelter, times of day when intakes are conducted, and waiting list procedures (if applicable).

Whenever possible programs shall work to divert participants seeking shelter entry by encouraging them to re-connect with family or friends who could temporarily or permanently house them.

Shelter Intake Documents

Shelter intake documents should be compliant with funding source requirements and should not impose additional or unnecessary barriers to access. The following are examples of intake documents that may be required.

1. Personal identification; at least one photo ID is preferred.
1. Documentation of Homelessness or At-Risk status per federal guidelines.
2. Income self-declaration.
3. HMIS Intake form.
4. Signed Release of Information (ROI)
5. Signed acknowledgement of receiving program rules or requirements.
6. Signed acknowledgement of receiving any other participant rights and responsibility.
7. Signed acknowledgement of receiving an agency grievance procedure. All participants will be provided a copy of the procedure.

Shelters should adopt policies that allow for maximum flexibility to make exceptions in cases where a participant cannot secure a needed document. Shelters should also do everything possible to minimize the number and length of forms to be completed by participants to ensure the intake process is not creating barriers to access.

Readmission

Shelter providers shall develop written policies regarding the conditions under which participants who have been exited from a program for violations of rules may be re-admitted. Policies may include conditions under which participants may be “banned” either temporarily or permanently. If a shelter program chooses to have policies regarding bans (due to significant safety concerns and/or related to “time out” periods where participants may not access shelter for a certain amount of time after exiting the program), the program will maintain documentation of their “ban” policies, the grievance/appeal process, and documentation of the reason for any bans that occur. All shelter providers should operate low barrier programs and strive to avoid banning participants whenever possible, utilizing techniques and resources such as harm reduction and de-escalation. Bans should be reserved for instances where participants pose safety threats to other program participants and/or staff.

3. SERVICES STANDARDS

A. Housing-Focused Case Management

The primary purpose of shelter is to provide a safe place for participants to stay while they quickly implement a plan to secure housing. To meet this objective, the primary support service intervention offered at shelter programs is housing-focused case management and service linkages.

Shelter case managers will respond to participants’ immediate and short-term service needs, complete an initial housing needs assessment, and develop a housing-focused case plan to secure and sustain housing. Case managers will work to identify and build upon participants’ strengths. Additionally, case management will provide linkage to appropriate services and supports, including housing retention planning and retention services, as well as continued monitoring and follow-up regarding participant

progress and ongoing needs. The goal of the housing-focused case management is to help participants locate and move to a permanent housing situation as quickly as possible and to retain their housing once they leave shelter. Permanent housing includes market housing, senior housing, affordable housing, shared housing situations, moving in with a relative or friend, obtaining housing with a voucher or subsidy, or any housing situation that is not time limited.

Case management is offered to all participants, not only participants who are there for longer stays or participants in certain parts of the shelter program(s).

Shelter providers may establish rules strongly encouraging participants to participate in case management. However, participants should not be discharged from shelter for failure to attend case management meetings. Case managers will engage with and develop a rapport with each participant, using engagement techniques such as motivational interviewing, and offer assistance that is relevant and useful to addressing the goals and needs the participant has identified to reach the goal of re- entering permanent housing as quickly as possible.

While service participation should be voluntary, shelters are not expected to allow participants to stay in shelter indefinitely if they are not participating in case management or housing search activities. If shelter staff have made robust efforts to engage a participant and “meet them where they are,” yet the participant declines to participate, the shelter may provide the participant with an exit date. Shelters should have a written policy laying out their process and criteria for determining whether to terminate participation for a participant on the basis that they not engaging in the process of developing a housing plan or taking steps along a pathway to housing.

Case Manager Responsibilities

Responsibilities of the case manager shall generally include:

- Employ a person-centered, strengths-based approach that tailors case management to each participant/household. Case management is individualized to each participant or household; case managers actively work to identify the unique needs and goals of each participant.
- Develop individual housing plan with each participant/household, with participant participation, covering goals related to housing and other needed services. Housing plan templates should limit the number of goals and action steps to be included in a single plan in order to focus attention on housing and related goals.
- Assist the participant with exploring potential housing resources, such as shared housing, reunifying with relatives, and identifying friends or relatives who could provide housing options.
- Support participants to draw on their existing support networks, and help participants identify people already in their lives who can help with specific things, such as transportation or childcare.
- Implement Housing First principles, focusing on addressing participants’ housing needs and goals.
- Employ harm-reduction and trauma-informed care to tailor services to participants’ needs.

- Work collaboratively with any other programs/staff that are providing services to the participant while in the program (e.g., a rapid re-housing program case manager). Shelter case managers will work to ensure a smooth transition and continuity of care with a participant's new or additional case manager. Ensure collaboration and clear roles and responsibilities on case plan and housing goals.
- Support participants to manage conflict and/or any other problems that may be presented during their shelter stay.
- Provide services that are culturally appropriate and have needed language abilities. Multi-lingual case managers should be available as needed.
- The case manager will support the participant with housing search and assist the participant in obtaining and moving into housing, including helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
- Support participants to access services for which they are eligible and that will help support a successful transition to housing.
- Case managers may offer budgeting assistance when desired by participants.

Case Manager Supervisory Responsibilities

Responsibilities of the Case Manager Supervisor shall generally include:

- Monitor the Case Managers duties and accomplishments throughout their engagements with participants. It is the supervisor's responsibility to ensure that case managers are properly connecting participants to services and resources, tracking information for participant record and HMIS usage, and general compliance with case management responsibilities.
- The supervisor should provide support and training opportunities to the Case Managers when needed to ensure strong supportive services for the participants in the shelter program.

Case Loads

Case managers will generally maintain a manageable caseload of households, to the extent this is feasible given funding constraints. Shelters are expected to operate with no more than 20 participants assigned to each case manager (1:20 case manager to client ratio).

Case Manager Training

Case management staff should be provided with initial training and orientation and ongoing training, supervision, and support. Programs will conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with program policies including housing-focused case management policies, trauma-informed approaches, sexual harassment, harm reduction, de-escalation, and housing first principles. Programs will also ensure that all case management staff maintain updated knowledge of community-based services such as mainstream benefits, employment services, childcare resources, behavioral health services, and other services.

All staff will have written job descriptions that include requirements that they focus on activities relating to obtaining housing, while maintaining participant-centered, low barrier, safe programs.

The program shall have a case review process, as well as ongoing staff supervision and training, to help staff problem-solve around housing plans and around participants who are having difficulty following the established housing plan and/or other challenges while residing at the shelter.

B. Service Linkages

The shelter program shall collect, maintain, and update records of available mainstream and community resources for program participants. This includes community resources that can reduce burdens on income to increase resources to pay for housing costs, including employment opportunities, food banks, clothing consignment stores, mainstream benefits (including CalFresh, WIC, Medi-Cal/health coverage, General Assistance, and CalWORKs) low-income utility programs, childcare resources, and others. Additionally, it is recommended that case managers utilize the Smart Referral Software developed and maintained by United Way of Monterey County to increase service connections and facilitate sending referrals to services.

The program will collaborate with providers that provide domestic violence specific services to determine most appropriate housing or shelter plans for participants who are experiencing or have experienced domestic violence, and to connect participants with applicable domestic violence survivor services

Additional Supportive Services & Voluntary Service Participation

As a general matter, supportive services in shelter programs are offered and encouraged, however participation is not mandatory. Programs may offer health and behavioral health services, employment and training services, budgeting classes, life skills, parenting classes and other types of support, but participation is not mandatory as a condition of receiving assistance. Programs may set up savings programs in which participants are supported to save some of their income for move-in expenses once they secure housing. However, savings programs cannot be mandatory.

Programs will utilize motivational interviewing and other engagement techniques to encourage participants to participate in supportive services.

Services for Families with Children

In accordance with federal requirements, each family shelter will consider the educational needs of children in households experiencing homelessness to the greatest extent possible and ensure that staff are trained and knowledgeable about these educational needs and rights of children staying in shelter.

If a family with children is not already connected to McKinney Vento services, the shelter staff should connect them to either the Monterey County or San Benito County Office of Education to ensure the family is receiving the services available to them.

4. PROGRAM OPERATIONS

A. Program Rules

In keeping with the principles of participant self-determination and to ensure that programs have low barriers to participation, Shelter Programs should establish program rules that foster an environment of trust, are clear and reasonable, and are focused ensuring that all participants have a safe environment in which to live. Program rules should not mandate participation in services as a condition of remaining in the program. Rules should be enforced consistently using a transparent process.

To the extent feasible, shelter providers should involve shelter participants in shelter governance and the development of shelter rules. Rules should be reviewed regularly to ensure they support the overall goal of creating a housing-focused, participant-centered, safe environment.

B. Time Limits and Extensions.

Each shelter will establish its own rules relating to how long participants may stay in the program. The overall focus of shelter services should be to help participants exit to a permanent housing situation as quickly as possible. To the extent shelters have a fixed maximum length of stay, exceptions should be available for participants who are in the process of securing housing to ensure they are able to transition directly from shelter to housing.

C. Termination/Disenrollment

Involuntary exit from shelter should always be a last resort. Program rules and services should be designed to support participants to access the support they need to participate in the shelter program and to exit as rapidly as possible to housing. Shelter leadership and staff should strive as much as possible to avoid discharging participants who struggle to comply with rules or to participate in services, approaching these challenges through a trauma-informed lens. Staff should be trained in trauma-informed care, conflict resolution, de-escalation and motivational interviewing to equip them with the tools needed to work with clients who are challenging to engage and support. (See also section on Training)

Programs will maintain written grievance policies and procedures regarding involuntary exits/asked to leave situations. Participants will be made aware of the grievance procedures.

D. Facility Access

Shelter providers shall establish written policies regarding when and how program participants may access the shelter program facility during the course of their stay. In alignment with Housing First principles and practices, programs should maximize the ability of participants to come and go as they choose and not impose curfews or requirements that participants must leave the site during the day.

The written program policies should cover:

- Times of day when program participants may enter and leave the program
- Policies regarding any visitors (how many, when they can visit, how long they can stay)
- Policies to prevent unauthorized people from entering the facility, to protect the safety of participants and staff – such as by having a 24/7 staffed front desk, locked gate or door with

controlled access to ensure only participants are entering the building, or other method for securing access to the site.

E. Gender Identity and Sexual Orientation

Shelter programs should affirmatively develop and implement policies to prevent discrimination and create a welcoming environment for people regardless of their gender identity. Policies should cover, at a minimum:

- Access, intake and enrollment – gender identity or sexual orientation is not a reason to deny access to emergency shelter
- Room or bed assignments – Assignment should be made based on the gender that the client identifies with, while also taking into consideration the client’s views with respect to their personal health and safety. Participants should not be isolated based on their gender identity.
- Bathrooms – participants should be permitted to use the bathroom that corresponds to the gender they identify with. To the extent feasible, shelters should offer a gender-neutral or unisex bathroom.
- Creating a welcoming environment for people who identify as transgender, including:
 - Adopting a formal policy of respect
 - Asking participants their preferred pronouns and taking care to not misgender participants
 - Using gender neutral terms if the participant’s gender is unknown
 - Refraining from asking unnecessary questions or making remarks regarding a participant’s gender
 - Using inclusive language in program materials (posters, forms, written policies, etc.)
 - Taking reasonable steps to address participant privacy or safety concerns
- Providing training to staff on gender identity and gender expression, appropriate use of language, how to create an inclusive and respectful environment and the requirements of HUD’s Equal Access Rule.
- Providing participants with service connections and linkages to organizations and programs for the LGBTQIA community.

Shelter providers are encouraged to consult: **[Equal Access for Transgender People - Supporting Inclusive Housing and Shelters](#)** when developing operational policies.

F. Service Animals, Emotional Support Animals, and Pets

Each shelter will establish a clear written policy regarding pets. All shelters should allow service animals for people with disabilities. Shelters may establish a policy regarding what documentation or verification is required for an animal to be considered a service animal.

Shelters are not required to accept pets (i.e., non-service animals), however, allowing participants to have pets is a key element of lowering barriers to shelter access. Shelter providers are encouraged to adopt policies allowing pets and providing accommodations for pets to the maximum extent possible. If pets are allowed, there must be a clear policy regarding types of pets allowed, and the respective responsibilities for shelter staff and participants for managing pets to ensure safety of all participants.

G. Participant Rights & Responsibilities

All shelters shall adopt a policy on participant rights and responsibilities. These policies must be in writing and shared with each participant upon admission. The written policy should be both person-centered and trauma informed, and should affirm:

- The right to be treated with dignity and respect
- The right to privacy within the constraints of a shelter environment
- The right to reasonable accommodations
- The right to self-determination in participation in case management and services, including the right to decline to participate in supportive services
- The right to have all records and disclosures maintained according to written standards and rules regarding confidentiality and privacy
- The right to be clearly informed, in understandable and applicable language, about the purposes of services being delivered
- The right to not be discriminated against based on categories including race, color, ancestry, national origin, religion, creed, age, disability, sex, gender, gender identity, gender expression, sexual orientation, medical condition, genetic information, marital status, military status, and veteran status.

H. Grievance and Appeal Procedures

Shelter providers must develop a written set of policies and procedures relating to participant appeals including:

- What types of decisions are subject to appeal (e.g., denial of admission, denial of extension of stay, program termination)
- Grounds for appeal
- How to file an appeal
- Process for the shelter will follow to consider the appeal, including timeframe for each step

Shelter providers must also develop a written set of policies and procedures relating to the filing of participant grievances to address the participant's treatment in the shelter program, including how to file a grievance, the process the shelter will follow to investigate, and how grievances will be resolved, and timeframe for each step.

In accordance with requirements of the State of California, shelter providers written policies and procedures should include directions on how to file a facility complaint to the Monterey or San Benito County Department of Housing and Community Development.

Copies of both the appeal and grievance policy should be posted in the shelter and staff should make forms available to participants upon request.

I. Participant Involvement and Feedback

Shelter providers should involve shelter participants in shelter program oversight and evaluation and proactively solicit input and feedback from participants on all aspects of shelter operations. This may take the form of a resident council (either volunteer or elected), regularly scheduled meetings between participant representatives and shelter staff, having a participant sit on the organization's board of directors, or other means. Shelter providers should also use a range of tools to gather ongoing input

from participants, such as through a suggestion box, surveys, focus groups, exit interviews and other approaches. Shelters should analyze participant feedback and use it to assess program quality and performance and adjust as needed.

J. Reasonable Accommodations

Shelter providers must develop reasonable accommodation policies and ensure these policies are regularly and clearly communicated to participants.

A reasonable accommodation is a change, exception or adjustment to a program, service building or dwelling unit that will allow a qualified person with a disability to:

- Participate fully in the program
- Take advantage of a service
- Live in a dwelling

Shelter providers must provide notice to participants of their right to request reasonable accommodations and the process for making a request. A sample reasonable accommodation request form is provided in the Appendices. When a participant makes a reasonable accommodation request, the program must provide the accommodation unless doing so would result in a fundamental alteration in the nature of the program or would pose an undue financial or administrative burden. Providers must maintain documentation of all reasonable accommodation requests and how they were handled. If an accommodation is denied, a written explanation must be provided to the participant and documented in their program file.

K. Emergency Preparedness/Natural Disasters

Shelter providers will develop policies and procedures for emergency situations to safeguard staff and participant safety and security. Policies and procedures must include plans for the safe evacuation of shelter participants and staff in case of natural disasters and for sheltering-in-place if evacuation is not possible or safe. All staff must be fully trained on emergency procedures.

L. Data Collection, Quality Assurance, and Reporting

All emergency shelter programs must enter participant data into the Homeless Management Information System (HMIS) managed by the Coalition of Homeless Services Providers, with the exception of shelters operated by victim service agencies. Programs must follow CHSP's HMIS policies and procedures which are detailed in a separate document. Program staff will enter complete and accurate information into HMIS in a timely manner for all participants. Participant information, including universal data elements and program-specific data elements, will be accurate, complete, and current.

Programs will conduct ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures. Providers will conduct ongoing reviews of services and documentation of services (file reviews), and data quality.

Shelter programs will implement systematic processes to review outcomes, operations, procedures, and participant experience. Programs will maintain a continuous quality improvement process including reviewing outcome data, trend data, and data on the performance measures listed above. Programs also collect, review, and utilize ongoing feedback from participants and other stakeholders.

All Shelter programs shall complete and submit reports that are required by their funding sources in a timely manner.

M. Staff Training

Emergency shelter programs shall each develop a comprehensive training program and policy for all staff that covers, at a minimum:

- Harm Reduction
- Trauma-Informed Care
- Housing First Principles and Practices
- Motivational Interviewing
- Cultural Humility/Anti Racism
- Non-Violent Crisis Intervention/De-Escalation
- Emergency Procedures
- Domestic Violence and Safety Planning
- CPR
- Mandated Reporting
- Sexual Harassment
- Conflict Resolution

5. FACILITIES, HEALTH, AND SAFETY

This section specifies some high-level policies that programs are expected to comply with, but it is not intended to provide comprehensive policies for operating a shelter facility. Each shelter program shall develop detailed policies relating to facilities management, health and safety.

A. Facility Standards

Shelter providers are responsible for ensuring that physical facilities are maintained in compliance with all applicable local, state, and federal regulations, including building and fire codes. Shelter providers must ensure the program safe provides a safe living space for participants. The program provider will work to create and maintain an environment where the safety of participants, staff, and volunteers are always prioritized.

Safety Standards and Policies

Shelter Providers are responsible for maintaining and implementing policies and following protocols to ensure shelter program's participant and staff health and safety. Policies should include, but are not limited to:

- Policies and procedures to adhere to all applicable local, state, and federal safety and health guidelines to address safe food handling, injury and burn prevention, sanitation and hygiene, participant health management, and staff health management.

- Training for staff on health and safety measures to effectively promote a desirable, safe environment for all shelter participants. This includes training on emergency situations, de-escalation, and crisis prevention.
- Training, policies, and protocol to prevent violence, theft, and other incidents that put the safety and well-being of shelter participants and/or staff at risk. Have policies and procedures in place to investigate any potential incident of violence, theft, or other incidents, including a thorough investigation and actions to address the findings.
- Complete appropriate background checks and screening for all staff and any volunteers who have frequent, direct interactions with participants or may have access to participant information.
- Maintain process to thoroughly investigate any alleged incident involving participants. If an incident occurred, identify, and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
- Develop and implement policies and procedures to prevent, identify and address workplace violence and sexual harassment.
- Train staff and any volunteers who may interact with participants or participant information on participant confidentiality.
- Maintain a disaster response plan and maintain an emergency response resources, such as a fully stocked First Aid Kit and emergency supplies of food and water, are readily available and replaced as necessary. A telephone should be available always, should 911 need to be dialed.
- No weapons or illegal substances are permitted on the premises.
- Measures and policies to ensure the proper disposal of needles and syringes are in place.
- Policies and procedures for natural disasters, fires, and other emergency situations are in place and made known to shelter participants and staff. For example, fire drills should be conducted routinely.
- Shelters have procedures for preventing and controlling bed bug infestations. Bedding should be regularly changed and washed.
- Staff members must be properly immunized and encouraged to receive flu vaccines each season.
- All shelter staff are mandatory reporters of suspected neglect or abuse. Staff members must be trained on and comply with mandatory reporting statutes.

Facility Configuration

Shelter programs may have different types of bed configurations, ranging from congregate/dormitory arrangements to private units. Whatever the configuration, the following general standards should be followed:

- Each participant should have his or her own bed.
- Cribs or Pack N Plays must be available for infants and very young children.
- Participants should be afforded privacy in their living space to the maximum extent possible given the facility configuration.
- Shelter programs should offer participants some common areas for recreation and socializing to the extent possible given the facility configuration.
- To the extent possible, shelter programs should provide safe common areas for recreation and socializing for young children and school aged children. It is further recommended that there be space for school aged children to be able to work on homework and study.
- Participants should have the ability to securely store possessions, and programs will work to maximize the secure storage space available for each participant. Programs may limit the number of possessions participants may bring to the shelter due to storage limitations and to prevent hoarding.
- Participants should have access to laundry facilities.
- Whenever possible, shelters should provide gender-neutral or unisex restrooms to make facilities more welcoming for transgender and non-binary participants.

Meals/Food Preparation Facilities

Shelter programs should provide participants with meals or should provide cooking facilities so that participants may prepare their own food. Facilities that prepare meals on-site must comply with all applicable health and safety codes relating to food preparation and handling.

B. Communicable Diseases

Shelter providers are responsible for developing written policies and procedures for preventing the transmission of COVID-19 and other communicable diseases, in alignment with the recommendations of the CDC, State of California and county public health departments. Policies must cover social distancing, screening and testing, isolation and quarantine, and vaccination.

6. GLOSSARY

Continuum of Care (CoC) Program. The Federal grant program for targeted homeless activities, including Rapid Rehousing, and Permanent Supportive Housing. Administered federally by the U.S. Department of Housing and Urban Development and locally by a nonprofit or governmental lead agency and overseen by the Continuum of Care governing body or board. In Monterey and San Benito Counties, the Lead Me Home Leadership Council is the Continuum of Care governing body and the Coalition of Homeless Services Providers (CHSP) is the lead agency. A Continuum of Care also refers to the overall system of shelter, housing, and services available in a community to assist people experiencing homelessness.

Coordinated Entry System (CES). Coordinated Entry is a framework and process that organizes the homelessness response system through a common, population-specific assessment, centralized data system, and prioritization method that directs clients to appropriate resources and allows for data-driven decision-making and performance-based accountability. Coordinated Entry processes are divided into four parts: Access, Assessment, Prioritization, and Referral.

Diversion/Problem Solving. A strategy that prevents or diverts people from homelessness by helping identify immediate safe, indoor housing arrangements outside of the homelessness response system. Problem solving strategies operate with the goal of providing people with the appropriate level of assistance needed to resolve their homelessness and ensuring that scarce resources, especially more intensive housing supports, can serve households with higher levels of identified need.

Emergency Shelter. A facility providing shelter in a permanent location, for a limited period of time, to individuals and families having neither a home nor the means to obtain a home or other temporary lodging. Shelters provide time-limited accommodations in either a congregate or non-congregate setting.

Emergency Solutions Grant (ESG). A federal funding source for programs serving people experiencing homelessness with a focus on assisting people to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. In Monterey and San Benito Counties, the City of Salinas is the Administrative Entity (AE) for ESG funding.

Family. One or more adults with physical and legal custody of one or more minor children;

Housing First. A proven approach, applicable across all elements of systems for ending homelessness, in which people experiencing homelessness are connected to permanent housing swiftly and with few to no treatment preconditions, behavioral contingencies, or other barriers. (USICH, Housing First Checklist, 2016)

Permanent Supportive Housing (PSH) Subsidized rental housing without time limits and with intensive on-site support services to help tenants maintain housing and meet their desired goals. Permanent Supportive Housing is designed to house those individuals with the greatest housing barriers and the highest service needs.

Rapid Re-Housing (RRH). A housing program model that assists individuals and families who are homeless to move quickly into permanent housing, usually to housing in the private market. It does so by offering housing search assistance, time-limited and targeted services, and short-term rental assistance.

Transitional Housing (TH). An interim housing program model that provides persons or households with shared or private housing units for a time-limited period, during which time the person or household receives support services to help with the transition to permanent housing.

7. RESOURCES

- **CoC Program Interim Rule**
- **ESG Program Interim Rule**
- **HUD Equal Access Rule**

- [HUD Definitions of Homelessness](#)
- [National Alliance to End Homelessness \(NAEH\) - Emergency Shelter Learning Series](#)
- [Council on Accreditation \(COA\) - Person-Centered Logic Model](#)

8. Encampment Resolution Funding Addendum

A. Background and Purpose

The California Interagency Council on Homelessness' (Cal ICH) Encampment Resolution Funding (ERF) is focused on ensuring the wellness and safety of people experiencing homelessness in encampments by providing services and supports that address their immediate physical and mental wellness and result in meaningful paths to safe and stable housing. ERF is competitive funding available to cities, counties, and Continuums of Care. Monterey County was awarded an ERF 2R grant in June 2023.

Each community must focus their project on a prioritized encampment site. For Monterey County's project, the prioritized encampment sites are located along the Pajaro River and Lower Salsipuedes Creek near the City of Watsonville (Santa Cruz County) and unincorporated town of Pajaro (Monterey County). This project is a multi-jurisdictional collaborative that includes both Santa Cruz and Monterey counties, the City of Watsonville, and the Pajaro Regional Flood Management Agency (PRFMA).

This addendum offers additional context about the requirements of the ERF project. This addendum should be used in tandem with the Monterey and San Benito County Shelter Standards when designing a shelter project.

B. Fiscal Deadlines

Monterey County was awarded an ERF 2R grant in June 2023. "2" refers to this being the second round of funding available through the ERF program. "R" refers to the rolling application process.

For ERF 2R grantees, the following fiscal deadlines apply:

Obligation Deadlines		Expenditure Deadlines	
100%	6/30/2024	50%	6/30/2024
		100%	6/30/2026

"Obligation" means that the grantee (Monterey County) has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using ERF funding (Standard Agreement, Exhibit A, Section 3). For more detail about obligating funds, please see the [Cal ICH Grants Obligation Handout](#).

"Expended" means ERF funds have been fully paid and receipted, and no invoices remain outstanding.

All requirements listed above, including expenditure maximums and expenditure minimums, are required per statute. Cal ICH monitors progress toward these deadlines using data provided on the quarterly reports.

C. Reporting Deadlines

The ERF grantee (Monterey County) is required to submit a quarterly report to Cal ICH. Cal ICH will share templates and instructions for the quarterly report with the grantee. Sub-grantees and partners may be

required to submit data regarding expenditures, technical assistance needs, and project status to support this reporting process.

For ERF 2R grantees, the following reporting calendar applies:

Report Period	Report Available	Report due to Cal ICH
January 1 - March 31	April 1	April 30
April 1 - June 30	July 1	July 31
July 1 - September 30	October 1	October 31
October 1 - December 31	January 1	January 31

D. Eligible Uses

Monterey County's ERF project received funding for the following eligible use categories: interim sheltering, rapid re-housing, street outreach, and administrative costs. The following personnel and non-personnel costs focus on the interim sheltering category, which includes: "interim sheltering, limited to newly developed clinically enhanced congregate shelters, new or existing non-congregate shelters, and operations of existing navigation centers and shelters based on demonstrated need that are well suited for eligible persons."

Personnel Costs	
Entity	Cost Category
[Shelter Provider]	Vice President Emergency Housing (0.05 FTE)
	Director of Interim Housing (0.1 FTE)
	Case Manager (1.5 FTE)
	Resident Advocate (9.0 FTE)
	Housing Specialist (0.5 FTE)
	Program Manager (1.0 FTE)
	Clinician (0.15 FTE)
	Shift Supervisor (1.5 FTE)
	Maintenance Tech Lead (1.0 FTE)
	Janitorial Services (1.0 FTE)

Non-Personnel Costs	
Entity	Cost Category
Monterey County	Contingencies
Westview Presbyterian	Rent, paving
Housing for Health Partnership	HMIS licenses
Dignity Moves	Site development (units, design, consultants)
Food Provider	Meals
Shelter Provider	Facility equipment and supplies
	Fire monitoring
	Incentives
	Internet services
	IT equipment
	Landscaping
	Laundry equipment
	Kitchen equipment
	Pantry

Non-Personnel Costs	
Entity	Cost Category
	Pest control
	Pet services
	PGE
	Property insurance
	Radios
	Sewage
	Shared space furnishings
	Staff mileage and travel
	Surveillance
	Training expenses
	Vehicles
	Vendors/Contractors
	Waste management
	Water

Any changes to this budget must be authorized through the change request process. Please contact Sarah Federico at federicos@co.monterey.ca.us to request a budget change.

E. HMIS

For the ERF project, client-level data is collected via the Homeless Management Information System (HMIS). For the ERF project, please work with the Continuum of Care to set-up the project in alignment with HUD Data Standards.

STEP UP ON SECOND STREET, INC.
QUARTERLY REPORTING TEMPLATE

EXHIBIT I



Step Up Contract Administrator: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Direct Phone Number: (310) 394-6889

Email Report to: HomelessServices@countyofmonterey.gov
cc: federicos@countyofmonterey.gov

Interim Sheltering Allocation:	\$1,209,964.00
Rapid Rehousing Allocation:	\$492,000.00
Total Contract Amount:	\$1,701,964.00

Reporting Period: October 1, 2024 to December 31, 2024
Report Due Date: January 15, 2025

Eligible Use Category	Remaining Balance	Expended This Period
Interim Sheltering:	\$1,209,964.00	
Rapid Rehousing:	\$492,000.00	
Total Balance:	\$1,701,964.00	\$0.00

Summary of Performance Activities Outlined in Exhibit A. Section F: Description of Services. Each quarterly report shall include a short narrative of program outcomes and impacts for the reporting period, reflecting the progress of their ERF-3-R program.

Program Milestone Progress
Program Challenges
Program Success Stories

ERFG2SOLED: SOLEDAD ENCAMPMENT RESOLUTION PROGRAM *Budget Modification Required?: Y/N *If yes, attach updated budget.

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

Authorizing Signature Date

County Contract Manager Approval

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 Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17197

- a. Ratify and authorize the County Administrative Officer or designee to execute a retroactive Standard Agreement between the County of Monterey and Step Up on Second Street, Inc. to provide interim housing and supportive services to the unhoused occupants of an encampment site in an amount not to exceed \$1,701,164 for a term of November 1, 2024 through June 30, 2027; and,
- b. Authorize and direct the Auditor-Controller to issue a one-time pre-payment to Step Up on Second Street, Inc., in the amount of \$300,000 upon execution of the agreement with a certified invoice; and,
- c. Approve and authorize the County Administrative Officer or designee, to sign up to three (3) future amendments to this agreement where amendments do not exceed 10% (\$170,196.40) and do not significantly alter the scope of services as determined by the Director of the Homelessness Strategies and Initiatives Division and subject to approval by County Counsel.

PASSED AND ADOPTED on this 7th day of January 2025, by roll call vote:

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

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 January 7, 2025.

Dated: January 9, 2025
File ID: 24-817
Agenda Item No.: 45

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

Vicente Ramirez, Deputy



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/3/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER (LA) Heffernan Insurance Brokers 757 S Alameda St Ste 350 Los Angeles CA 90021 License#: 0564249 STEPUP0-01	CONTACT NAME: PHONE (A/C, No, Ext): 213-622-6500 FAX (A/C, No): 213-785-6966 E-MAIL ADDRESS: hibcertrequest@heffins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B: Nonprofits United Vehicle Insurance Pool</td> <td></td> </tr> <tr> <td>INSURER C: Philadelphia Indemnity Insurance Company</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insurance Company	18058	INSURER B: Nonprofits United Vehicle Insurance Pool		INSURER C: Philadelphia Indemnity Insurance Company		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Step Up on Second Street, Inc 1328 2nd Street Santa Monica CA 90401															

COVERAGES**CERTIFICATE NUMBER:** 34440663**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Deductible: \$0 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	PHPK2572685-013	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			2131	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			PHUB870912-013	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A A C	Crime - Employee Theft Sexual Abuse/Molestation Professional Liability			PHSD1845628 PHPK2572685-013 PHPK2572685-013	12/27/2023 6/30/2024 6/30/2024	12/27/2024 6/30/2025 6/30/2025	Limit 1,000,000 Occur: \$1,000,000 Occur: \$1,000,000 Agg: \$3,000,000 Agg: \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: As per contract or agreement on file with the Insured.

County of Monterey, its officers, officials, volunteers, agents, and employees are included as an additional insured (primary and non-contributory) on General Liability, if required. Waiver of Subrogation is included on General Liability policy per the attached endorsement, if required.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts & Purchasing Division
 1488 Schilling Place
 Salinas CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 10/31/2024

Name of Person or Organization (Additional Insured):

County of Monterey, its officers, officials, volunteers, agents, and employees

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

POLICY NUMBER: **PHPK2572685-013**

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

County of Monterey, its officers, officials,
volunteers, agents, and employees

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**GENERAL LIABILITY DELUXE ENDORSEMENT:
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable	Limit of Insurance	Page #
Extended Property Damage	Included	2
Limited Rental Lease Agreement Contractual Liability	\$50,000 limit	2
Non-Owned Watercraft	Less than 58 feet	2
Damage to Property You Own, Rent, or Occupy	\$30,000 limit	2
Damage to Premises Rented to You	\$1,000,000	3
HIPAA	Clarification	4
Medical Payments	\$20,000	5
Medical Payments – Extended Reporting Period	3 years	5
Athletic Activities	Amended	5
Supplementary Payments – Bail Bonds	\$5,000	5
Supplementary Payment – Loss of Earnings	\$1,000 per day	5
Employee Indemnification Defense Coverage	\$25,000	5
Key and Lock Replacement – Janitorial Services Client Coverage	\$10,000 limit	6
Additional Insured – Newly Acquired Time Period	Amended	6
Additional Insured – Medical Directors and Administrators	Included	7
Additional Insured – Managers and Supervisors (with Fellow Employee Coverage)	Included	7
Additional Insured – Broadened Named Insured	Included	7
Additional Insured – Funding Source	Included	7
Additional Insured – Home Care Providers	Included	7
Additional Insured – Managers, Landlords, or Lessors of Premises	Included	7
Additional Insured – Lessor of Leased Equipment	Included	7
Additional Insured – Grantor of Permits	Included	8
Additional Insured – Vendor	Included	8
Additional Insured – Franchisor	Included	9
Additional Insured – When Required by Contract	Included	9
Additional Insured – Owners, Lessees, or Contractors	Included	9
Additional Insured – State or Political Subdivisions	Included	10

Duties in the Event of Occurrence, Claim or Suit	Included	10
Unintentional Failure to Disclose Hazards	Included	10
Transfer of Rights of Recovery Against Others To Us	Clarification	10
Liberalization	Included	11
Bodily Injury – includes Mental Anguish	Included	11
Personal and Advertising Injury – includes Abuse of Process, Discrimination	Included	11

A. Extended Property Damage

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

B. Limited Rental Lease Agreement Contractual Liability

SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

C. Non-Owned Watercraft

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

D. Damage to Property You Own, Rent or Occupy

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE

LIABILITY, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

E. Damage to Premises Rented to You

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

F. HIPAA

SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:

- a. \$20,000; or
- b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:

- (b) The expenses are incurred and reported to us within three years of the date of the accident.

H. Athletic Activities

SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

e. Athletic Activities

To a person injured while taking part in athletics.

I. Supplementary Payments

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B are amended as follows:

1. b. is deleted in its entirety and replaced by the following:

1. b. Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.

- 1.d. is deleted in its entirety and replaced by the following:

1. d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

J. Employee Indemnification Defense Coverage

SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B the following is added:

We will pay, on your behalf, defense costs incurred by an "employee" in a criminal proceeding occurring in the course of employment.

The most we will pay for any "employee" who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of "employees," claims or "suits" brought or persons or organizations making claims or bringing "suits."

K. Key and Lock Replacement – Janitorial Services Client Coverage**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
 - (1) Any natural person:
 - (a) While in your service or for 30 days after termination of service;
 - (b) Who you compensate directly by salary, wages or commissions; and
 - (c) Who you have the right to direct and control while performing services for you; or
 - (2) Any natural person who is furnished temporarily to you:
 - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
 - (b) To meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you.
 - (3) "Employee" does not mean:
 - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

L. Additional Insureds**SECTION II – WHO IS AN INSURED** is amended as follows:

- 1. If coverage for newly acquired or formed organizations is not otherwise excluded from this



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/24/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NonProfits' United Workers' Compensation Group 610 Fulton Avenue, Suite 200 Sacramento, CA 95825	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> CONTACT NAME: Bree Wallace PHONE (A/C, No, Ext): (916) 868-6226 E-MAIL ADDRESS: Bree@nonprofitsunited.com </td> <td style="width: 50%;"> FAX (A/C, No): </td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A : NonProfits' United Workers' Compensation Group</td> </tr> <tr> <td colspan="2">INSURER B : Safety National Casualty Corporation</td> </tr> <tr> <td colspan="2">INSURER C :</td> </tr> <tr> <td colspan="2">INSURER D :</td> </tr> <tr> <td colspan="2">INSURER E :</td> </tr> <tr> <td colspan="2">INSURER F :</td> </tr> </table>	CONTACT NAME: Bree Wallace PHONE (A/C, No, Ext): (916) 868-6226 E-MAIL ADDRESS: Bree@nonprofitsunited.com	FAX (A/C, No):	INSURER(S) AFFORDING COVERAGE		INSURER A : NonProfits' United Workers' Compensation Group		INSURER B : Safety National Casualty Corporation		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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COVERAGES**CERTIFICATE NUMBER:** SUOSS-2705**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	NPU-WCG 002-2024	1/1/2024	1/1/2025	X ☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 750,000 E.L. DISEASE - EA EMPLOYEE \$ 750,000 E.L. DISEASE - POLICY LIMIT \$ 750,000
B	XSWC			SP4067530	1/1/2024	1/1/2025	XS of \$750,000 XS of \$750,000 \$2,000,000 (EL) Statutory (WC)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 Contracts & Purchasing Division
 1488 Schilling Place
 Salinas, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

a. Coverage under this provision is afforded until the end of the policy period.

2. Each of the following is also an insured:

a. Medical Directors and Administrators – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.

b. Managers and Supervisors – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

c. Broadened Named Insured – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

d. Funding Source – Any person or organization with respect to their liability arising out of:

(1) Their financial control of you; or

(2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

e. Home Care Providers – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.

f. Managers, Landlords, or Lessors of Premises – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

(1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.

g. Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
- (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
 - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

 - (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

m. State or Political Subdivisions – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. **Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. **Transfer of Rights of**

Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury – Abuse of Process, Discrimination

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.