Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

COUNTY OF MONTEREY
Amendment No. 1 to Agreement No. 5010-452
Access Support Network

THIS AMENDMENT No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Access Support Network (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of a Homeless Outreach and Engagement Services System, providing urgent response to engage and support individuals experiencing homelessness 7 days a week, from 9 am to 5 pm throughout the County of Monterey for a term of July 1, 2024 – June 30, 2025 with a total contract total of $200,000 (hereinafter "Original Agreement").

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by **adding** Permanent Local Housing Allocation (PLHA) funding in the amount of **$200,000**, **reducing** the Homeless Housing, Assistance and Prevention Round Four (HHAP-4) **Grant** to **$100,000**, and **adding $35,000.00** in County General Funds (GF) for a revised contract total of **$335,000.**

AGREEMENT

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

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

1. **Section 1.0, Paragraph titled "GENERAL DESCRIPTION"** is hereby amended as follows: "The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA** in conformity with the terms of this Agreement."

2. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS"** is hereby amended as follows: "County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA,** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **$335,000.00.**

3. **Exhibit AA** replaces Exhibit A and reflects the **addition** of funding from **PLHA** and **County GF** and the **reduction** in **HHAP-4** funds for a new contract total of **$335,000.**

4. **Exhibit BB** replaces Exhibit B and references the new **Exhibit AA**, **Exhibit CC**, and **Exhibit DD.**

5. **Exhibit CC** replaces Exhibit C and reflects the additional funding from **PLHA** and **County GF** for a net additional **$135,000** and the new contract total of **$335,000.**

6. **Exhibit DD** replaces Exhibit D, the revised invoice reflecting the **additional $135,000** for a new contract total of **$335,000.**

7. Except as provided herein, all remaining terms, conditions and provisions of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.

8. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

By: DocuSigned by: Roderick Franks 3CCBE08E055F451...
DSS Director or Designee

Date: 3/11/2025 | 5:29 PM PDT

Approved as to Form

By: DocuSigned by: Anne Brereton A46091E5DE63480...
Deputy County Counsel

Date: 2/20/2025 | 2:57 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E795E64B87454F6...
Auditor Controller's Office

Date: 2/20/2025 | 3:11 PM PST

CONTRACTOR:

By: Signed by: Lisa M. Dean F2010AC6AA2C4C2...
(Chair, President, Vice-President)

Lisa M Dean
(Print Name & Title)

Date: 2/18/2025 | 7:06 PM PST

By: DocuSigned by: Kathleen Guerrero 42E06F3C2644419...
(Secretary, CFO, Treasurer)

Kathleen Guerrero, Secretary
(Print Name and Title)

Date: 2/18/2025 | 7:34 PM PST

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

EXHIBIT AA

SCOPE OF SERVICES/PAYMENT PROVISIONS

ACCESS SUPPORT NETWORK

A. TOTAL FUNDING:

$100,000.00	HHAP-4
$200,000.00	**PLHA**
$ 35,000.00	**County Funds**
$335,000.00	**TOTAL**

B. CONTRACT TERM: July 1, 2024 to June 30, 2025

C. CONTACT INFORMATION:

County Contract Monitor:
Monterey County Department of Social Services
Alex Soltero, Management Analyst II
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 796-3584 Fax: (831) 755-8477
solteroar@countyofmonterey.gov

Contractor Information:
Access Support Network
David Kilburn, Executive Director
1320 Nipomo St., San Luis Obispo, CA 93401
Phone: (805) 242-3345 Fax: (805) 781-3664
dkiburn@asn.org

Location of Services: Monterey County

D. SUBAWARD INFORMATION

SUBAWARD: HHAP-4, **PLHA, County General Funds**
CONTRACTOR UEI Number: TKGWRKNCNKP1
Date County Awarded Funding: July 1, 2023 (HHAP-4)
CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%

E. PURPOSE

The purpose of this agreement is to operate a Homeless Outreach and Engagement Services System, providing urgent response to engage and support individuals experiencing homelessness 7 days a week, from 9 am to 5 pm throughout the County of Monterey. Access Support Network will meet these unmet needs by providing the homeless residents in the County of Monterey with an outreach team to work diligently to facilitate the coordination of services that are based on the person's needs and help them steer a course through the systematic barriers to stable housing.

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 develop and operate a system to provide urgent response through an outreach team to engage homeless individuals throughout the County of Monterey and connect them to needed resources such as: social services; mental health and/or substance

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

abuse treatment; physical health services; financial benefits; transportation; meals; emergency shelter; bridge housing; and long-term housing.

F.2 CONTRACTOR shall respond to County referrals for outreach and engagement within 24 hours of referral and provide regular updates to county staff on the status of referrals.

F.3 CONTRACTOR shall refer individuals to rapid-rehousing programs and other relevant service providers to address needs including, but not limited to, financial assistance with rapid-rehousing.

F.4 CONTRACTOR shall provide field-based case management and wrap-around services, and make referrals for services that may include any combination of the following:

F.4.1 Assessing client needs to inform linkages to behavioral health services; housing programs; substance use disorder treatment; physical health care services; legal services; educational programs; public benefits; and socialization activities.

F.4.2 Connecting clients to income sources based on their eligibility to improve their financial situation such as Social Security, disability benefits, child support, and other sources as available.

F.4.3 Developing financial plans that include a realistic monthly budget and money management techniques.

F.4.4 Developing attainable housing plans.

F.4.5 Searching and applying for housing options within the client's budget.

F.4.6 Applying for long-term housing subsidy programs, including, but not limited to: Housing Choice, Homeless Set-Aside, and Emergency Housing Vouchers.

F.5 CONTRACTOR shall educate clients and reinforce the importance of frequent hand washing, and other steps to minimize the spread of infectious diseases in accordance with CDC guidelines.

F.6 CONTRACTOR shall assess clients' financial resources and eligibility for programs.

F.7 CONTRACTOR shall coordinate closely with the Monterey County Continuum of Care and other service providers.

F.8 CONTRACTOR shall participate in outreach coordination with regional outreach teams and the local Continuum of Care's (CoC) ongoing coordination meetings as outlined in the Coalition Homeless Service Provider (CHSP) parallel agreement.

F.9 CONTRACTOR shall provide these services, or outreach to the community to promote these services, in Monterey County Free Library facilities and locations, as is warranted by the Social Services Department and suitable to the facility and community needs. All such arrangements will be made with the Monterey County Free Libraries staff, and all outreach and services at libraries will be free and open to the public.

G. CONTRACTOR RESPONSIBILITIES

G.1 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track Homeless Housing, Assistance and Prevention (HHAP) funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).

G.2 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

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

"HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

G.3 CONTRACTOR shall ensure that services are provided 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 HHAP 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.

G.4 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.

G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments and substance use disorder counseling for program participants as determined appropriate.

G.6 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases are adhered for all recipients and service providers.

G.7 CONTRACTOR shall conduct encampment needs assessments, using a survey provided by the Coalition, at every encampment to which the team is deployed.

G.8 CONTRACTOR shall identify leaders to be the point of contact at each of the encampments they encounter during outreach activities.

G.9 CONTRACTOR shall use the ESRI map of encampments when there are no active referrals for deployment.

G.10 CONTRACTOR shall maintain records and management of distributable resources such as, but not limited to, motel vouchers, bus passes, and gas vouchers.

G.10.1 CONTRACTOR shall seek additional resources and cultivate relationships with additional resources or providers to address health and stability needs such as access to showers, laundry, and restroom facilities.

H. TRAVEL/TRAINING REIMBURSEMENT

H.1 County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy." A copy of the policy is available online at **https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures**. 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. SERVICE GOALS

I.1 CONTRACTOR shall connect with at least 200 homeless individuals each month and complete at least 100 VI-SPDAT entries into CARS (Coordinated Assessment and Referral System) and HMIS (Homeless Management Information System).

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

I.2 CONTRACTOR shall attempt to provide field-based case management to at least 75 individuals each month and make at least 50 referrals for services that may include the following:

I.2.1 Assist in the assessment of and referral process for mental health assistance; housing; recovery from substance use and abuse; physical health care; educational programs; financial assistance; employment; advocacy; and socialization activities to verify and document eligibility of individuals for the services received.

I.2.2 Assess individuals' medical, psychological, social, financial, and legal needs as related to their housing search and provide linkages to resources.

I.2.3 Assess an individual's financial resources and apply for social programs and/or help the individual search for and obtain employment.

I.2.4 Develop a financial plan that includes a realistic monthly budget and money management.

I.2.5 Develop attainable housing plans with measurable goals and objectives to assist individuals in achieving their desired outcomes.

I.2.6 Search and apply for market-rate apartments within the individual's price range.

I.2.7 Search and apply for low-income housing units.

I.2.8 Apply for the Homeless Set Aside Vouchers through the Housing Authority of the County of Monterey.

I.2.9 Refer individuals to rapid rehousing programs and other services providers for other resources and/or assistance such as benefits programs, health services and other applicable services.

I.2.10 Assess needs and administer supportive resources such as motel vouchers, bus passes, gas cards, hygiene products, and other tools to support health and stability.

J. REPORTING INSTRUCTIONS & SUBMISSION

J.1 QUARTERLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report quarterly on the following program metrics:

J.1.1 Number of active program participants, including: Cumulative number of program participants that participated in the program.

J.1.1.a Number of individuals assessed with CARS

J.1.1.b Number of individuals entered into HMIS

J.1.1.c Number of individuals enrolled in case management

J.1.2 Number of referrals made to services.

J.1.2.a Number of referrals to mental health assistance

J.1.2.b Number of referrals to housing providers

J.1.2.c Number of individuals enrolled in new public benefits

J.1.2.d Number of referrals to medical health services

J.1.3 These reports are due:

J.1.3.a October 15, 2024, for the period of July 1, 2024 to September 30, 2024.

J.1.3.b January 15, 2025, for the period of October 1, 2024 to December 31, 2025.

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

J.1.3.c April 15, 2025, for the period of January 1, 2025 to March 31, 2025.

J.1.3.d July 15, 2025, for the period of April 1, 2025 to June 30, 2025.

J.1.4 Quarterly reports shall be submitted to the County Contract Monitor as listed in Section C.

J.2 ANNUAL HHAP COMPLIANT REPORTING: CONTRACTOR shall report on the following per HHAP program requirements

J.2.1 Summary description of the project (2-3 sentences)

J.2.2 Summary of project impact over the calendar year

J.2.2.a A project's impact is an opportunity to describe how and/or why the project was important in your community. Impact could include, but is not limited to, closing a service gap (geographically or otherwise), related to equity, related to partnerships, related to capacity building, reaching hard-to reach or underserved populations, strategic planning, and/or leveraging funding.

K. PAYMENT PROVISIONS

K.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit BB,** DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.

K.2 PAYMENT SUMMARY

K.2.1 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **Three hundred thousand three hundred thirty-five dollars and zero cents ($335,000.00).**

L. INVOICING INSTRUCTIONS & SUBMISSION

L.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.

L.2 The invoice shall be submitted on the invoice form set forth in **Exhibit DD** as appropriate and be submitted to the County Contract Monitor as listed in Section C.

L.2.1 **The final invoice for close out is due no later than the 10th of July 2025.**

*(End of Exhibit **AA**)*

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **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:
a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

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

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

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

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

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

II. PERFORMANCE STANDARDS & COMPLIANCE

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

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

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

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

2.05 Remedies for Inadequate Service Levels:

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

b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

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

III. CONFIDENTIALITY

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

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

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

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

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

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

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);

- **California Government Code Secs. 11135 - 11139.5,** as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

- **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);

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

- **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.

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

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

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

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

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

V. ADDITIONAL REQUIREMENTS

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

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

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

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

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 **David Kilburn** as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of CONTRACTOR shall be under the direction of, or shall be submitted to, the CONTRACTOR's Contract Administrator. CONTRACTOR may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to COUNTY of any such change.

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

VII. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VIII. APPEAL PROCESS

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

a) CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR’s position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR’s written complaint, make a determination on the dispute,

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

b) CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

c) CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

d) CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

e) Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

July 1, 2024 - June 25, 2025

Agency Name **Access Support Network**

Expense Categories	HHAP-4 $100,000.00	PLHA $200,000.00	County Funds $35,000.00	Total Budget $335,000.00
Salaries	$ 62,250.00	$ 126,500.00	$ -	$ 188,750.00
Benefits	$ 18,675.00	$ 37,950.00	$ -	$ 56,625.00
*Travel / Mileage	$ 4,582.50	$ 6,145.00	$ -	$ 10,727.50
Program Supplies	$ 2,000.00	$ 4,000.00	$ -	$ 6,000.00
Software / IT	$ 500.00	$ 1,000.00	$ -	$ 1,500.00
Rent	$ 3,000.00	$ 6,000.00	$ -	$ 9,000.00
Janitorial	$ 300.00	$ 600.00	$ -	$ 900.00
Utilities	$ 200.00	$ 400.00	$ -	$ 600.00
Telephone	$ 400.00	$ 960.00	$ -	$ 1,360.00
Emergency Shelter	$ -	$ -	$ 25,000.00	$ 25,000.00
Fuel Cards	$ -	$ -	$ 8,000.00	$ 8,000.00
Bus Passes	$ -	$ -	$ 2,000.00	$ 2,000.00
Indirect Costs	$ 8,092.50	$ 16,445.00	$ -	$ 24,537.50
Program Total	$ 100,000.00	$ 200,000.00	$ 35,000.00	$ 335,000.00

*Eligible expenses shall be reimbursed per the County's Travel and Business Expense Reimbursement Policy available at https://www.countyofmonterey.gov/government/departments-a-h/auditor-controller/policies-and-procedures
CONTRACTOR must provide a detailed breakdown of authorized expenses.

Budget Narrative

Expense Category	Line Item narrative
Salaries	The budget includes salaries & wages for a Program Manager based at .5 FTE $35,000, 4 Outreach Workers and Housing Navigators based at 1 FTE each $50,000.00 each and 1 Outreach Worker at 0.62 FTE $31,000.00
Benefits	Based on 30% on payroll expenses. Expenses include Worker's Comp, Medical Insurance, Unemployment, Dental, Vision, Life Insurance, FICA, Medi, 401K Match.
*Travel / Mileage	Mileage reimbursements for staff using their personal vehicles and costs associated to outreach van including, but not limited to: registration, maintanance, and fuel.
Program Supplies	Operating supplies budgeted at $6,000.
Software / IT	Budget includes $1,500 for HMIS and $500 NEO360 for outreach data collection.
Rent	Rent expenses are prorated from ASN office space allocated to the Outreach Team needs. Allocated at $9,000.00.
Janitorial	Janitorial and clieaning services and supplies based on $900.
Utilities	Alarm and utility expenses based on $600.
Telephone	Phone stipend of $40 per month for staff's use of personal cell phone for outreach business. Staff will be assigned a Verizon OneTalk phone number that will be linked to their personal cell phone.
Emergency Shelter	Hotel Stipend based off of approximately $150 per client, per night.
Fuel Cards	Gas card budget based on $10 per card.
Bus Passes	Bus Pass budget based on $8 per day pass.
Indirect Costs	Indirect based on 10% of the total of Salaries and Fringe

Funding Source: HHAP-4, PLHA, County Funds

Docusign Envelope ID: 66CB2712-950F-4D67-BE1B-715574B69FDB

Access Support Network
Monterey County Department of Social Services
July 1, 2024 - June 30, 2025

Remit To:
Access Support Network
PO Box 12158 San Luis Obispo, CA 93406

Invoice Month: Invoice Name:

Expense Categories	Total Budget	Homeless Outreach HHAP-4	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Salaries	$ 62,250.00	$ -	$ -	$ -	$ 62,250.00
Benefits	$ 18,675.00	$ -	$ -	$ -	$ 18,675.00
*Travel / Mileage	$ 4,582.50	$ -	$ -	$ -	$ 4,582.50
Program Supplies	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
Software / IT	$ 500.00	$ -	$ -	$ -	$ 500.00
Rent	$ 3,000.00	$ -	$ -	$ -	$ 3,000.00
Janitorial	$ 300.00	$ -	$ -	$ -	$ 300.00
Utilities	$ 200.00	$ -	$ -	$ -	$ 200.00
Telephone	$ 400.00	$ -	$ -	$ -	$ 400.00
Indirect Costs	$ 8,092.50	$ -	$ -	$ -	$ 8,092.50
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 100,000.00	$ -	$ -	$ -	$ 100,000.00
Total Service Budget		$ 100,000.00			
Year to Date		$ -			
Balance Remaining		$ 100,000.00			

Expense Categories	Total Budget	Homeless Outreach PLHA	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Salaries	$ 126,500.00	$ -	$ -	$ -	$ 126,500.00
Benefits	$ 37,950.00	$ -	$ -	$ -	$ 37,950.00
*Travel / Mileage	$ 6,145.00	$ -	$ -	$ -	$ 6,145.00
Program Supplies	$ 4,000.00	$ -	$ -	$ -	$ 4,000.00
Software / IT	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00
Rent	$ 6,000.00	$ -	$ -	$ -	$ 6,000.00
Janitorial	$ 600.00	$ -	$ -	$ -	$ 600.00
Utilities	$ 400.00	$ -	$ -	$ -	$ 400.00
Telephone	$ 960.00	$ -	$ -	$ -	$ 960.00
Indirect Costs	$ 16,445.00	$ -	$ -	$ -	$ 16,445.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 200,000.00	$ -	$ -	$ -	$ 200,000.00
Total Service Budget		$ 200,000.00			
Year to Date		$ -			
Balance Remaining		$ 200,000.00			

Expense Categories	Total Budget	Homeless Outreach County Funds	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Emergency Shelter	$ 25,000.00	$ -	$ -	$ -	$ 25,000.00
Fuel Cards	$ 8,000.00	$ -	$ -	$ -	$ 8,000.00
Bus Passes	$ 2,000.00	$ -	$ -	$ -	$ 2,000.00
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
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	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
	$ -	$ -	$ -	$ -	$ -
Service Total	$ 35,000.00	$ -	$ -	$ -	$ 35,000.00
Total Service Budget		$ 35,000.00			
Year to Date		$ -			
Balance Remaining		$ 35,000.00			

Complete Total	$ 335,000.00	$ -	$ -	$ -	$ 335,000.00
Total Budget	$ -	$ 335,000.00			
Year to Date		$ -			
Balance Remaining		$ 335,000.00			

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

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

Monterey County Authorized Signature / Date

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

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

Agreement No.: A-17242
a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 to Agreement #5010-452 with Access Support Network for the operation of a Homeless Outreach and Engagement Services System in the County of Monterey by adding $135,000 for a new contract total of $335,000 with no change to the contract term of July 1, 2024 through June 30, 2025; and
b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% ($33,500) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of $368,500.

PASSED AND ADOPTED on this 11th day of March 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 March 11, 2025.

Dated: March 11, 2025
File ID: A 25-052
Agenda Item No.: 24

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy