

**AMENDMENT #1 TO AGREEMENT A-17197
BY AND BETWEEN
COUNTY OF MONTEREY & STEP UP ON SECOND STREET, INC.**

THIS AMENDMENT #1 is made and entered into 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”).

WHEREAS, COUNTY and CONTRACTOR entered into an AGREEMENT for the provision of temporary shelter and supportive services to the unsheltered encampment occupants of the Soledad Salinas River for the period of November 1, 2024, to June 30, 2027 for a contract total of \$1,701,964.00; and

WHEREAS, the parties wish to amend the AGREEMENT via AMENDMENT #1 to add **Housing First, Coordinated Entry and Homeless Management Information Systems Provision Exhibits and to add \$15,218.00** for budget allocation adjustments due to an increased need for interim sheltering services to address encampment concerns for the unsheltered encampment occupants currently living in the Salinas River Soledad encampment with no change to the contract term for a **revised** contract total of **\$1,717,182.00**.

NOW THEREFORE, the COUNTY and CONTRACTOR agree to amend the AGREEMENT in the following manner:

This Agreement is hereby amended on the terms and conditions set forth in the Original Agreement and Amendment #1 incorporated herein by this reference, except as specifically set forth below.

1. **SECTION 1.0, “GENERAL DESCRIPTION” is amended to read as follows:**
The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A-1** in conformity with the terms of this Agreement.
2. **SECTION 2.0, “PAYMENT BY COUNTY”, is amended to read as follows:**
County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-1**, 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 **\$1,717,182.00.**”
3. **SECTION 4.0, “SCOPE OF SERVICES AND ADDITIONAL PROVISIONS”, is amended to read as follows:** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement: **Exhibit A-1** Scope of Services/Payment Provisions, Exhibit B Other: See Page **11(a)-1** for list of Exhibits.
4. **Page 11(a)-1** replaces Page 11(a) and reflects the **amended Exhibits A-1, C-1, D-1, E-1, and I-1** and the **addition of Exhibit J, Exhibit K, and Exhibit L**.
5. **Exhibit A-1** replaces Exhibit A and references amended Exhibits **C-1, D-1, E-1, I-1, J, K, and L** and reflects the **addition of \$15,218** for a new contract total of **\$1,717,182.00**.

6. **Exhibit C-1** replaces Exhibit C reflects **addition of \$15,218** for a new contract total of **\$1,717,182.00**.
7. **Exhibit D-1** replaces Exhibit D and references the new **Exhibits A-1 and E-1**.
8. **Exhibit E-1** replaces Exhibit E is the revised invoice reflecting the **additional \$15,218** for the period November 1, 2024, to June 30, 2027, for a new contract total of **\$1,717,182.00**.
9. **Exhibit I-1** replaces Exhibit I is the revised quarterly report template reflecting the **additional \$15,218** for the period November 1, 2024, to June 30, 2027, for a new contract total of **\$1,717,182.00**.
10. **Exhibits J, K, and L** are **added** to reflect Housing First, Coordinated Entry and HMIS provisions.
11. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT #1 and shall continue in full force and effect as set forth in the AGREEMENT.
12. A copy of this AMENDMENT #1 shall be attached to the original AGREEMENT, dated November 1, 2024, respectively.
13. A copy of this Amendment #1 shall be attached to the Original Agreement.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

COUNTY ADMINISTRATIVE OFFICE (CAO) Sonia M. De La Rosa, CAO DocuSigned by: By: <u>Deborah Paolinelli</u> DPCFE819B73E478... Deborah Paolinelli, Assistant CAO Date: <u>5/13/2025 1:36 PM PDT</u>	STEP UP ON SECOND STREET, INC. Signed by: By: <u>Tod Lipka</u> C2DFB43A0947482... Tod Lipka, Chief Executive Officer Date: <u>5/7/2025 2:42 PM PDT</u>
CONTRACTS/PURCHASING (C/P): DocuSigned by: By: <u>Debra R. Wilson</u> 30F2300D716745F... Debra R. Wilson, C/P Officer Date: <u>5/13/2025 12:15 PM PDT</u>	DocuSigned by: By: <u>Alan Darby</u> DB1935B9F64B423... Alan Darby, Board Treasurer and Officer Date: <u>5/7/2025 2:43 PM PDT</u>
APPROVED AS TO FORM: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel DocuSigned by: By: <u>Anne Brereton</u> A40091E3DE63489... Anne Brereton, Deputy County Counsel Date: <u>5/12/2025 2:53 PM PDT</u>	
APPROVED AS TO RISK MANAGEMENT: Office of the County Counsel-Risk Management, Susan K. Blitch, County Counsel Signed by: By: <u>David Bolton</u> 88FDE203FF6248C... David Bolton, Risk Manager Date: <u>5/13/2025 10:41 AM PDT</u>	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller DocuSigned by: By: <u>Jennifer Forsyth</u> 4E7E657875454AE... Date: <u>5/13/2025 12:04 PM PDT</u>	

LIST OF EXHIBITS

STEP UP ON SECOND STREET, INC.

Exhibit A-1	Scope of Services/Payment Provisions
Exhibit B	Encampment Site Map
Exhibit C-1	Budget
Exhibit D-1	Additional Provisions
Exhibit E-1	Invoice Template
Exhibit F	Participant Animal Guidelines
Exhibit G	HIPAA Certification
Exhibit H	Operational Emergency Shelter Standards
Exhibit I-1	Quarterly Reporting Template
Exhibit J	Housing First Provisions
Exhibit K	Coordinated Entry Provisions
Exhibit L	Homeless Management Information System Provisions

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
	<u>\$ 15,218.00</u>	<u>Amendment #1</u>
	\$1,717,182.00	Total 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 Site 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 ninety (90) percent of program participants with access to services and interim housing and to exit seventy-five (75) percent 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 Site 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.

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

- 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 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) and defined in **EXHIBIT J**, County Adopted Housing First Provisions and in Section 2.02 of **EXHIBIT D-1**. 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 Site 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 by program participants as needed and will inspect the perimeter of the facility to ensure that all program participant's trash is collected daily.
 - F.10.a. CONTRACTOR may coordinate cleaning services provided by Soledad.
- F.11. CONTRACTOR shall comply with all Soledad Fire Department regulations.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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 Site to ensure there is coverage for scheduling gaps and a notification plan for any 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 Site 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 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 sixteen (16) unduplicated individuals at any given time at Soledad's Interim Housing Site.
- G.2 Provide supportive services for up to twenty-six (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 Sixty-Five (65) percent of program participants will secure interim housing at both location sites by June 30, 2025, in coordination with Soledad's Outreach Program.
- G.5 Ninety (90) percent of program participants of the encampment site will receive connection to supportive services and interim housing by June 30, 2025.
- G.6 Fifteen (15) percent of program participants will secure permanent housing by June 30, 2027.
- G.7 Seventy-Five (75) percent 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://www.monterey.ca.us/microsofthelp/Travel%20Bus%20Expense%20Policy%2012%205%2012.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

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- California Department of Housing and Community Development (“HCD”) requirements and in accordance with **EXHIBIT D-1**, 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-1**.
 - I.4 CONTRACTOR shall provide informal monthly updates to the COUNTY and Soledad including capacity counts for the Interim Housing Site 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 and **EXHIBIT K**, County Adopted Coordinated Entry Provisions.
 - 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 (“HMIS”) as defined in **EXHIBIT L**, County Adopted HMIS provisions and below as follows:
 - I.11.a. CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with state and federal law, to the local HMIS, for tracking in the statewide HMIS (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

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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
- 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

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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.

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-1**).
- 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-1**).
- 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 CONTRATOR 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

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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:
- J.5.a. Program Objectives
 - J.5.b. Program Challenges
 - J.5.c. Program Success Stories
- 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	• Sixty-Five (65) percent of encampment occupants will secure Interim Housing at the Interim Housing Site and Motel 6. • Ninety (90) percent of program participants will be connected to Step Up supportive services.
April 2025	June 2027	• Seventy-Five (75) percent of program participants will be served by the program end date of June 30, 2027.

SCOPE OF SERVICES/PAYMENT PROVISIONS

		Fifteen (15) percent of program participants will secure permanent housing by June 30, 2027.
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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:

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-1**.
- 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

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COUNTY to return any unused funds including any initial payments made within thirty (30) days of written notice from the COUNTY.

M. PAYMENT PROVISIONS

- M.1 COUNTY shall pay CONTRACTOR according to the terms set forth in **EXHIBIT D-1, 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 seventeen thousand one hundred eighty-two dollars and zero cents (\$1,717,182.00)** as set forth in **EXHIBIT C-1, 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-1. 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-1** and set forth in **EXHIBIT E-1.**
- 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.**

SCOPE OF SERVICES/PAYMENT PROVISIONS**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.

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	\$ 782,361.00
On-site Peer Support Specialist	\$ 35,801.00
Program Manager	\$ 247,848.00
Housing Navigator	\$ 97,795.00
Program Client Services	\$ 163,600.00
Program Site Costs	\$ 69,145.00
Rapid Rehousing	\$ 150,436.00
Indirect (10% Max)	\$ 170,196.00
Program Total	\$ 1,717,182.00

Budget Narrative

Expense Category

Line-Item narrative

Service Coordinators	100% of 4.00 FTE @ \$782,361.00 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 @ 35,801.00 over 28 months. Resident program participant hired to provide peer support.
Program Manager	100% of 1.00 FTE @ \$247,848.00 over 28 months. Program manager is responsible for daily program operations and direct service programs.
Housing Navigator	100% of 0.50 FTE @ \$97,795.00 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-1, 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-1, Section F**. Only the costs and eligible uses listed in **Exhibit A-1, Section L and Exhibit C-1** 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

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-1**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A-1**, 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 Housing First Standards. CONTRACTOR shall ensure services provided for the Soledad Interim Sheltering Sites follow the core components of Housing First as defined in the State Welfare and Institutions Code Section 8255(b),” and shall include all of the following:

1. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
2. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of “housing readiness.”
3. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
4. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
5. Participation in services or program compliance is not a condition of permanent housing tenancy.
6. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California’s Civil, Health and Safety, and Government codes.
7. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
8. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than “first-come-first serve,” including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-

- need homeless residents.
9. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
 10. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.
 11. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

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

2.04 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.

2.05 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.

2.06 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. 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.

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.

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.

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

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

5.05 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-1

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.

Step Up on Second Street, Inc.
Soledad Interim Sheltering and Rapid Rehousing Services
MONTHLY INVOICE TEMPLATE

Exhibit E-1



Agency Name: STEP UP ON SECOND STREET, INC.
Contract Admin: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Phone Number: 310-394-6889

Date of Invoice:	
Invoice No:	
Contract Term:	Nov. 1, 2024 to June 30, 2027
Vendor Code:	VC*8232
Accounting String:	001-1050-CAO004-8598
Program Code:	ERFG2SOLED
Program Name:	ERF Grant Soledad

Remit Payment Via ELECTRONIC FUND TRANSFER

Invoice Reporting Period Expenses	
Total Monthly Expenses:	
Offset Deduction This Period:	
Total Amount to be Paid:	\$ -

Account Balances			
Total Budget:	\$ 1,717,182.00	Remaining Budget:	\$ 1,717,182.00
IH Allocation:	\$ 1,468,951.00	IH Balance:	\$ 1,468,951.00
RR Allocation:	\$ 248,231.00	RR Balance:	\$ 248,231.00
Advance Payment:	\$ 300,000.00	Advance Balance:	\$ 300,000.00
Reported Expenses To Date:		\$	-
Offsets To Date:		\$	-
Total Paid by County to Step Up To Date:		\$	300,000.00

Invoice Reporting Period:

Expenses*							
Expense Categories	Total Budget	Interim Sheltering	Rapid Rehousing	Monthly Expenses	Year to Date IH	Year to Date RR	Balance Remaining
Service Coordinators	\$ 782,361.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 782,361.00
On-Site Peer Support Specialist	\$ 35,801.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,801.00
Program Manager	\$ 247,848.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 247,848.00
Housing Navigator	\$ 97,795.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97,795.00
Client Services	\$ 163,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 163,600.00
Program Costs	\$ 69,145.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 69,145.00
Rapid Rehousing	\$ 150,436.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150,436.00
Indirect	\$ 170,196.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170,196.00
Service Totals:	\$ 1,717,182.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,717,182.00

*Attach all itemized invoices if applicable.

Offset Deduction:** \$ -

Total Amount to be Paid: \$ - Remit Payment Via EFT

**Per Agreement, Exhibit A-1, Section M: CONTRACTOR shall deduct up to \$25,000 of monthly expenses per invoice until the Prepayment Balance is zero.

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 InvoiceTitle

County Contract Manager ApprovalDate

Authorizing SignatureDate

STEP UP ON SECOND STREET, INC.
ERF-3-R GRANT QUARTERLY REPORTING TEMPLATE
SOLEDAD INTERIM HOUSING SERVICES

EXHIBIT I -1



1328 Second Sgreet
Santa Monica, CA 90401

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

Agency Name: STEP UP ON SECOND STREET, INC.
Contract Admin: Tod Lipka, CEO
Email Address: Tlipka@stepup.org
Phone Number: 310-394-6889

Interim Sheltering Allocation:	\$1,468,951.00
Rapid Rehousing Allocation:	\$248,231.00
Total Contract Amount:	\$1,717,182.00

Reporting Period:
Report is Due the 15th of Every Quarter

Eligible Use Category	Remaining Balance	Expended This Period
Interim Sheltering:	\$1,468,951.00	
Rapid Rehousing:	\$248,231.00	
Total Balance:	\$1,717,182.00	\$0.00

Summary of Performance Activities Outlined in Exhibit A-1. 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

*Budget Modification Required?: *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 Quarterly Report Title

Authorizing Signature Date

County Contract Manager Approval

Date

EXHIBIT J

HOUSING FIRST MANDATE

This Exhibit J ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. ("CONTRACTOR"). The purpose of this Exhibit is to establish requirements under Senate Bill (SB) 1380, which mandates all state-funded housing programs to utilize Housing First principles (WIC § 8255). Housing First is an evidence-based, client-centered approach that recognizes housing as necessary to make other voluntary life changes, such as seeking treatment or medical care. This approach is in contrast with the traditional model of rewarding "housing readiness." The goal of Housing First is to provide housing to individuals and families quickly with as few obstacles as possible, along with voluntary support services according to their needs.

According to Housing First law, the "Core components of Housing First" means all of the following:

- a. Tenant screening and selection practices that promote accepting applicants regardless of their sobriety or use of substances, completion of treatment, or participation in services.
- b. Applicants are not rejected on the basis of poor credit or financial history, poor or lack of rental history, criminal convictions unrelated to tenancy, or behaviors that indicate a lack of "housing readiness."
- c. Acceptance of referrals directly from shelters, street outreach, drop-in centers, and other parts of crisis response systems frequented by vulnerable people experiencing homelessness.
- d. Supportive services that emphasize engagement and problem solving over therapeutic goals and service plans that are highly tenant-driven without predetermined goals.
- e. Participation in services or program compliance is not a condition of permanent housing tenancy. Tenants have a lease and all the rights and responsibilities of tenancy, as outlined in California's Civil, Health and Safety, and Government codes.
- f. The use of alcohol or drugs in and of itself, without other lease violations, is not a reason for eviction.
- g. In communities with coordinated assessment and entry systems, incentives for funding promote tenant selection plans for supportive housing that prioritize eligible tenants based on criteria other than "first-come-first serve," including, but not limited to, the duration or chronicity of homelessness, vulnerability to early mortality, or high utilization of crisis services. Prioritization may include triage tools, developed through local data, to identify high-cost, high-need homeless residents.
- h. Case managers and service coordinators who are trained in and actively employ evidence-based practices for client engagement, including, but not limited to, motivational interviewing and client-centered counseling.
- i. Services are informed by a harm-reduction philosophy that recognizes drug and alcohol use and addiction as a part of tenants' lives, where tenants are engaged in nonjudgmental communication regarding drug and alcohol use, and where tenants are offered education

regarding how to avoid risky behaviors and engage in safer practices, as well as connected to evidence-based treatment if the tenant so chooses.

- j. The project and specific apartment may include special physical features that accommodate disabilities, reduce harm, and promote health and community and independence among tenants.

These components are the minimum efforts required by California State law; however, it is encouraged that all contracted agencies seek trainings to discover other ways you can embed a true Housing First philosophy into your program.

Non-Compliance and Remedies

Failure to comply with Housing First requirements may result in corrective actions, including but not limited to:

- Required remedial training; and
- Withholding of funding until compliance is achieved; and
- Termination of this Agreement for repeated non-compliance.

EXHIBIT K

COORDINATED ENTRY REQUIREMENTS

This Exhibit K ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Coordinated Entry System in accordance with federal, state, and local regulations.

Coordinated Entry is a standardized process used by homeless service systems to ensure that people experiencing or at risk of homelessness are quickly and equitably connected to available housing and services. It is required by the U.S. Department of Housing and Urban Development (HUD) and some State of California homeless programs and aims to prioritize assistance based on vulnerability and need rather than on a first-come, first-served basis.

Key Components of Coordinated Entry:

1. **Standardized Assessment:** Uses a common tool identified by the Coalition of Homeless Services Providers, as the lead Continuum of Care ("CoC") lead agency, to evaluate individuals' and families' needs and vulnerabilities.
2. **Prioritization:** Allocates housing and services based on established criteria, often prioritizing people who are chronically homeless, highly vulnerable, or have the highest needs.
3. **Referral Process:** Matches individuals to the most appropriate available housing and services, such as Permanent Supportive Housing (PSH), Rapid Rehousing (RRH), or Transitional Housing.
4. **Accessibility:** Ensures that all populations, including those with disabilities or language barriers, can access services equitably.
5. **Streamlined Entry System:** Reduces the need for individuals to navigate multiple agencies by centralizing access to resources.

Coordinated Entry is designed to improve the efficiency of homelessness response systems, reduce barriers to housing, and ensure that limited resources are used effectively. In Monterey and San Benito Counties, Coordinated Entry, locally known as the Coordinated Assessment and Referral System ("CARS"), is managed through the local Homeless Management Information System ("HMIS").

For the purposes of this agreement, CONTRACTOR is hereby mandated to: (Check all that apply.)

- ☒ Enter all clients experiencing homelessness into CARS for consideration of housing options made available through the program.
- ☐ Receive client referrals solely through CARS.

☐ Receive client referrals through CARS and other means established in EXHIBIT A of this Agreement.

CONTRACTOR RESPONSIBILITIES

1. Purpose and Compliance

- 1.1. CONTRACTOR shall utilize CARS to ensure that all homeless individuals and families are assessed and prioritized for housing and services in a standardized, equitable, and transparent manner.
- 1.2. CONTRACTOR shall comply with the requirements set forth in the U.S. Department of Housing and Urban Development (HUD) Continuum of Care (CoC) Program and Emergency Solutions Grant regulations, including 24 CFR Part 578 and the HUD Coordinated Entry Notice.
- 1.3. CONTRACTOR shall adhere to the CARS Policies and Procedures established by the Coalition of Homeless Services Providers, the local Continuum of Care ("CoC") lead agency, to ensure consistency, fairness, and efficiency in housing referrals and service provision.

2. Data Entry and Reporting Requirements

- 2.1. CONTRACTOR shall enter accurate, complete, and timely data into CARS within 3 business days of client assessment, referral, or service provision.
- 2.2. CONTRACTOR shall ensure all program participants complete the required Release of Information form prior to data entry in accordance with the CoC's privacy policies.
- 2.3. CONTRACTOR shall ensure client assessments are updated every 6 months or whenever there is a significant change to the client's situation for duration of their unsheltered and/or homeless status.
- 2.4. CONTRACTOR shall contact inactive clients in the CARS program, reassess their participation, and either exit them from the program or assist in their continued enrollment based on the outcome of those contacts. The CONTRACTOR shall maintain records of these interactions in the client's profile in the HMIS.

3. Privacy and Security Compliance

- 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the CARS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.
- 3.2. CONTRACTOR shall ensure all CARS users complete trainings as required by the CoC.
- 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

4. Non-Compliance and Remedies

- 4.1. Failure to comply with CES requirements may result in corrective actions, including but not limited to:
 - 4.1.1. Required remedial training; and

- 4.1.2. Temporary suspension of CES access; and
 - 4.1.3. Withholding of funding until compliance is achieved; and
 - 4.1.4. Termination of this Agreement for repeated non-compliance.
- 4.2. CONTRACTOR shall work in good faith to resolve any CES-related deficiencies identified during audits or compliance reviews.

EXHIBIT L**HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) REQUIREMENTS**

This Exhibit L ("Exhibit") is hereby incorporated into and made part of the Agreement dated November 1, 2024 ("Agreement") by and between the County of Monterey and Step Up on Second Street, Inc. ("CONTRACTOR"). The purpose of this Exhibit is to establish mandatory requirements for the use of the Homeless Management Information System ("HMIS") in accordance with 24 CFR 578, AB 977, and local regulations.

1. Purpose and Compliance

- 1.1. CONTRACTOR shall utilize HMIS to collect, manage, and report client-level data and program performance for all homeless services funded under this Agreement.
- 1.2. CONTRACTOR shall comply with the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act, the U.S. Department of Housing and Urban Development (HUD) HMIS Data Standards, California State Assembly Bill 977, and all applicable federal, state, and local requirements.
- 1.3. CONTRACTOR shall adhere to the HMIS Policies and Procedures established by the Coalition of Homeless Services Providers, Monterey/San Benito Counties' local Continuum of Care ("CoC") lead agency to ensure consistency, privacy, and security of client data.
- 1.4. CONTRACTOR shall dedicate at least one decision-making level staff person to participate in the CoC's HMIS Oversight Committee to represent the agency.

2. Data Entry and Reporting Requirements

- 2.1. CONTRACTOR shall enter accurate, complete, and timely data into HMIS within 3 business days of client interactions or service provision.
- 2.2. CONTRACTOR shall ensure all program participants complete the required HMIS Release of Information prior to data entry in accordance with the CoC's privacy policies.
- 2.3. CONTRACTOR shall participate in the annual sheltered point-in-time count and housing inventory count in accordance with the CoC's policies and procedures.
- 2.4. CONTRACTOR shall maintain a minimum of a 99% data completeness record for transitional housing, permanent supportive housing, rapid re-housing and other permanent housing projects. Outreach projects are expected to collect at least 85% of the data elements required in HMIS.
- 2.5. CONTRACTOR shall partner with the CoC to resolve data collection errors identified in the annual Longitudinal Systems Analysis (LSA) in a timely fashion.

3. Privacy and Security Compliance

- 3.1. CONTRACTOR shall comply with all applicable privacy and confidentiality regulations, including but not limited to the HMIS Privacy and Security Standards, HUD Confidentiality Standards, and the Health Insurance Portability and Accountability Act (HIPAA) if applicable.

- 3.2. CONTRACTOR shall ensure all HMIS users complete annual security and privacy training as required by the CoC.
- 3.3. CONTRACTOR shall implement appropriate security measures, including password protections, data encryption, and access controls, to prevent unauthorized access or data breaches.

4. HMIS User Access and Training

- 4.1. CONTRACTOR shall designate an HMIS Lead User responsible for managing user accounts, ensuring compliance, and serving as the primary contact for HMIS-related matters.
- 4.2. All HMIS users must complete initial and ongoing training as required by the CoC to maintain system access.
- 4.3. The Agency shall immediately notify the HMIS Administrator of any staff changes that affect system access and shall deactivate access for former employees within 3 business days.

5. Non-Compliance and Remedies

- 5.1. Failure to comply with HMIS requirements may result in corrective actions, including but not limited to:
 - 5.1.1. Required remedial training;
 - 5.1.2. Temporary suspension of HMIS access;
 - 5.1.3. Withholding of funding until compliance is achieved;
 - 5.1.4. Termination of this Agreement for repeated non-compliance.
- 5.2. The Agency shall work in good faith to resolve any HMIS-related deficiencies identified during audits or compliance reviews.