



County of Monterey

ADMINISTRATIVE OFFICE
Sonia M. De La Rosa
COUNTY ADMINISTRATIVE OFFICER

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Salinas, CA 93901
831 755 5115
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February 21, 2025

Watsonville City Council
275 Main Street, Suite 400
Watsonville, CA 95076

Samantha W. Zutler, City Attorney
City of Watsonville
275 Main Street, Suite 400
Watsonville, CA 95076

Re: Response to Appeal #PP2024-8380 to the City Council to Overrule the City Planning Commission's Denial of Appeal #PP2024-7954 relevant to a by-right development of a Low Barrier Navigation Center, proposed for 118 1st Street (#PP2023-6297)

Dear Honorable Members of the City Council and City Attorney Zutler:

I write in response to **Appeal #PP2024-8380**, which seeks to overturn the City of Watsonville Planning Commission's decision to deny **Appeal #PP2024-7954** challenging the approval of **Zoning Clearance Application #PP2023-6297** (dated August 23, 2024) for the development of a **Low Barrier Navigation Center (LBNC)** at 118 1st Street in Watsonville (the "Project").

According to various state housing laws¹ previously cited in a letter sent by the County of Monterey (County) to the City of Watsonville (dated October 10, 2024) and in correspondence from the State's Department of Housing and Community Development (HCD) (dated November 10, 2024), the City of Watsonville (City) lacks the authority to consider a discretionary appeal on this "Use by Right" Project.² The decision to hear a second appeal and delay the issuance of a building permit is unjustified and contradicts the Legislature's intent in defining "Use by Right." These actions are inconsistent with Assembly Bill 101 (Chapter 159, Statutes of 2019), the law establishing LBNCs.³

City resident Catalina Torres submitted a 31-page appeal (dated December 16, 2024) raising various concerns. The County does not consider these concerns relevant to the City's authority in determining whether the proposed project qualifies as a LBNC. However, the County wishes to address two specific accusations:

¹ Gov. Code, §§ 65660-65668.

² Gov. Code, § 65583.2 (i)

³ Gov. Code, Gov. Code, § 65662

1. Allegation Regarding Local Zoning Authority

Appeal allegation (Page 4 of the appeal letter): “There is no text or authority in Section 65662 [of the Government Code] that preempts local zoning authority over any existing conditional uses on the [Westview Presbyterian] Church parcels.”

County’s response

While it is technically correct that *Section 65662* does not provide such guidance, the appeal fails to acknowledge that *Section 65660*—which defines a LBNC and expressly incorporates by reference—does contain such authority. *Section 65660(b)* states that “Use by Right” is defined in *Government Code, section 65583.2(i)* as follows:

“The local government’s review of the owner-occupied or multifamily residential use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a ‘project’ for purposes of” CEQA.

2. Allegation Regarding Project Compliance with LBNC Requirements

Appeal allegation (Page 16 of appeal letter)

“Staff alleged supportive evidence regarding a services plan to satisfy qualifying requirements of *Government Code Section 65662*. Referring to a standards manual for emergency shelters as an improvisation for an LBNC does not constitute a valid services plan.”

County’s response

The County disagrees with this allegation. Aside from the clear services and staffing structures outlined in the provided Continuum of Care’s (CoC) Operational Standards for Emergency Shelters and the Encampment Resolution Program grant application, the County is providing additional recently obtained supporting evidence with this letter, which includes:

A. The Coalition of Homeless Services Providers awarded Community Action Board of Santa Cruz County (CAB) funding to operate and provide services for the Project utilizing Encampment Resolution⁴ Funding and Homeless Housing Assistance and Prevention⁵ funds. The service agreements explicitly state CAB 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(b).”

“... utilize its local Homeless Management Information System (HMIS) to track Homeless Housing, Assistance and Prevention-4” or

“ ... 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

⁴ [Service Agreement with CAB \(ERF Funds\)](#)

⁵ [Service Agreement with CAB \(HHAP Funds\)](#)

(known as the Homeless Data Integration System or HDIS), as required by Health and Safety Code section 50220.6.”

CAB employs a Coordinated Entry “Connector” through the South County Coordinated Entry System Housing Problem Solving Program contract with the County of Santa Cruz Human Services Department, who administers the Smart Path to Housing and Health (Smart Path) Coordinated Entry System. The contract states CAB shall:

“...conduct Smart Path (Coordinated Entry System) assessments in the South Santa Cruz County area (defined as the portion of the County south of the City of Capitola).”⁶

The Coordinated Entry contract and service agreements include detailed descriptions of staffing levels, job titles, and scopes of work that provide further evidence that the Project fulfills the four requirements to qualify as a By Right LBNC.

In conclusion, the County strongly urges the City to immediately reverse course, reject the second appeal, and proceed with approving the building permit for this much-needed interim housing project without further delay. These unwarranted appeals have significantly impacted the County’s ability to fulfill its contractual obligations with the State, necessitating continuous updates to State officials on the Project’s stalled progress.

This Project is already more than a year behind schedule, and the individual’s experiencing homelessness along the Pajaro River are facing yet another winter and storm season without available interim shelter. The urgency of this situation cannot be overstated.

The County sincerely hopes the City will align its actions with current state housing laws, HCD guidance, and County recommendations. We urge the City to continue working cooperatively to bring this critical infrastructure to Watsonville, provide shelter for Pajaro River encampment residents, and address the homelessness emergency in the Pajaro Valley.

Please feel free to contact me directly to discuss this matter further.

Sincerely,



Sonia M. De La Rosa
County Administrative Officer
County of Monterey

Attachments: CAB Smart Path Contract with County of Santa Cruz
CAB Services Agreement funded by ERF
CAB Services Agreement funded by HHAP

⁶ [County of Santa Cruz' Housing for Health Partnership South County Coordinated Entry System Agreement with CAB](#)

Contract No. 22B01612

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

This Contract, which is effective on the date it is fully executed, is between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and Community Action Board of Santa Cruz County, Inc., hereinafter called CONTRACTOR. The parties agree as follows:

1. **DUTIES.** CONTRACTOR agrees to exercise special skill to accomplish the following results: Provide Roaming Assessor services as specified in the attached Exhibit A - Scope of Work and Budget for the County of Santa Cruz Human Services Department (hereinafter "the project").

2. **COMPENSATION.** In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Payment not to exceed total \$90,000 in fiscal year (FY) 2021-22, processed for payment after receipt and project manager approval of monthly invoices based upon the amount of actual progress achieved on the project during the preceding month, as specified in the attached Exhibit A - Scope of Work and Budget.

3. **TERM.** The term of this Contract shall be: July 1, 2021 through June 30, 2022. If this Contract is placed on the County's Continuing Agreement List before the Contract term expires, the parties agree to extend the terms and conditions of the Contract as set forth herein, and as reflected in any executed amendment hereto, until the Contract is thereafter terminated.

4. **EARLY TERMINATION.** Either party hereto may terminate this Contract at any time by giving thirty (30) days' written notice to the other party.

5. **INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.** CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Contract, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State, and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. **INSURANCE.** CONTRACTOR, at its sole cost and expense, for the full term of this Contract (and any extensions thereof), shall obtain and maintain, at minimum, compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY shall be considered in excess of CONTRACTOR'S insurance coverage and shall not contribute to it. If CONTRACTOR

normally carries insurance in an amount greater than the minimum amount required by the COUNTY for this Contract, that greater amount shall become the minimum required amount of insurance for purposes of this Contract. Therefore, CONTRACTOR hereby acknowledges and agrees that any and all insurances carried by it shall be deemed liability coverage for any and all actions it performs in connection with this Contract.

If CONTRACTOR utilizes one or more subcontractors in the performance of this Contract, CONTRACTOR shall obtain and maintain Contractor's Protective Liability insurance as to each subcontractor or otherwise provide evidence of insurance coverage from each subcontractor equivalent to that required of CONTRACTOR in this Contract, unless CONTRACTOR and COUNTY both initial here ____ / ____.

A. Types of Insurance and Minimum Limits

(1) Workers' Compensation Insurance in the minimum statutorily required coverage amounts. This insurance coverage shall be required unless the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR'S vehicles used in the performance of this Contract, including owned, non-owned (e.g. owned by CONTRACTOR'S employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage is required unless the CONTRACTOR does not drive a vehicle in conjunction with any part of the performance of this Contract and CONTRACTOR and COUNTY both certify to this fact by initialing here ____ / ____.

(3) Comprehensive or Commercial General Liability Insurance coverage at least as broad as the most recent ISO Form CG 00 01 with a minimum limit of \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, including coverage for: (a) products and completed operations, (b) bodily and personal injury, (c) broad form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000 ^{DS}combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY SH / MDLG

B. Other Insurance Provisions

(1) If any insurance coverage required in this Contract is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees that the retroactive date thereof shall be no later than the date first written above (in the first paragraph on page 1), and that it shall maintain the required coverage for a period of three (3) years after the expiration of this Contract (hereinafter "post Contract coverage") and any extensions thereof. CONTRACTOR may maintain the required post Contract coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post Contract coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Contract. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Contract in order to purchase prior acts or tail coverage for post Contract coverage shall be deemed to be reasonable.

(2) All policies of Comprehensive or Commercial General Liability Insurance shall be endorsed to cover the County of Santa Cruz, its officials, employees, agents and volunteers as additional insureds with respect to liability arising out of the work or operations and activities performed by or on behalf of CONTRACTOR, including materials, parts or equipment furnished in connection with such work or operations. Endorsements shall be at least as broad as ISO Form CG 20 10 11 85, or both

CG 20 10 10 01 and CG 20 37 10 01, covering both ongoing operations and products and completed operations.

(3) All required insurance policies shall be endorsed to contain the following clause: “This insurance shall not be canceled until after thirty (30) days’ prior written notice (10 days for nonpayment of premium) has been given to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

Should CONTRACTOR fail to obtain such an endorsement to any policy required hereunder, CONTRACTOR shall be responsible to provide at least thirty (30) days’ notice (10 days for nonpayment of premium) of cancellation of such policy to the COUNTY as a material term of this Contract.

(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Contract with Certificates of Insurance and endorsements for all required coverages. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. All Certificates of Insurance and endorsements shall be delivered or sent to:

**Santa Cruz County
Human Services Department
Attn: Centralized Contracting Unit
1040 Emeline Avenue
Santa Cruz, CA 95060**

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

7. **EQUAL EMPLOYMENT OPPORTUNITY.** During and in relation to the performance of this Contract, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Contract provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, national origin, ancestry, physical or mental disability, medical condition (including cancer-related and genetic characteristics), marital status, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising, layoff or termination, rates of pay or other forms of compensation, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR'S solicitation of goods and services. Definitions for Minority/Women/Disabled Owned Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Contract or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further contracts with the COUNTY.

(3) The CONTRACTOR shall cause the foregoing provisions of subparagraphs 7B(1) and 7B(2) to be inserted in all subcontracts for any work covered under this Contract by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers' compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) The skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors that indicate that CONTRACTOR is an independent contractor.

By their signatures on this Contract, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Contract is in fact an independent contractor.

9. NONASSIGNMENT. CONTRACTOR shall not assign the Contract without the prior written consent of the COUNTY.

10. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

11. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Contract for a period of not less than five (5) years after final payment under this Contract or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Contract.

12. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Contract shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

13. ATTACHMENTS. Should a conflict arise between the language in the body of this Contract and any attachment to this Contract, the language in the body of this Contract controls. This Contract includes the following attachments:

- Exhibit A - Scope of Work & Budget
- Exhibit B - Data Privacy and Security Confidentiality Agreement
- Exhibit C - Non-Discrimination Agreement

14. LIVING WAGE. This Contract is covered under Living Wage provisions if this section is initialed by COUNTY DS SN.

If Item # 14 above is initialed by COUNTY, then this Contract is subject to the provisions of Santa Cruz County Code Chapter 2.122, which requires payment of a living wage to covered employees (per County Code Chapter 2.122.050, non-profit contractors are exempt from the living wage rate requirement of this chapter, but are not exempt from, and must adhere to, the “non-wage” related requirements of County Code Chapter 2.122.100, 2.122.130, and 2.122.140, as well as all other applicable portions of County Code Chapter 2.122). Non-compliance with these Living Wage provisions during the term of the Contract will be considered a material breach, and may result in termination of the Contract and/or pursuit of other legal or administrative remedies.

CONTRACTOR agrees to comply with Santa Cruz County Code section 2.122.140, if applicable.

15. NON-PROFIT CONTRACTOR MISCELLANEOUS REQUIREMENTS. The following requirements shall be met, in addition to any other requirements of this Contract:

- A. **WEB LINKS** – If a non-profit CONTRACTOR has an organizational web site, it shall be a requirement of this Contract to provide links to the HelpSCC (www.helpscc.org), Santa Cruz County Government (www.co.santa-cruz.ca.us), and Workforce Santa Cruz County (www.workforcescc.com) web sites.

16. MONITORING PROGRAM FOR 501(c)(3) NONPROFIT AGENCIES. Each of the following requirements shall be met, in addition to any other requirements of this Contract.

- A. Within 180 days of the end of each of the CONTRACTOR’S fiscal years occurring during the term of this Contract, the CONTRACTOR shall provide the Contract Administrator with two copies of Financial Statements relating to the entirety of the CONTRACTOR’S operations. Financial statements normally include: (1) a Statement of Financial Position or Balance Sheet; (2) a Statement of Activities or Statement of

Revenues and Expenses; (3) a Cash Flow Statement; and (4) a Statement of Functional Expenses. The Contract Administrator will forward one copy of the financial statements to the Santa Cruz County Auditor-Controller-Treasurer-Tax Collector (“ACTTC”).

(1) For the purposes of this paragraph, “CONTRACTOR’S fiscal year” shall be that period the CONTRACTOR utilizes for its annual budget cycle.

(2) The Contract Administrator with concurrence of the ACTTC may agree to extend the deadline for the Financial Statements required by this paragraph.

B. In the sole discretion of the County, the requirements of this paragraph may be exempted where the Contract Administrator and the ACTTC ascertain that such reporting is not essential, and both certify to its inapplicability by initialing here ____ (Aud); ____ (CA).

C. The CONTRACTOR shall make a good faith effort to provide the Contract Administrator with timely notice of any event or circumstance that materially impairs the CONTRACTOR’S financial position or substantially interferes with the CONTRACTOR’S ability to offer the services it has agreed to provide as set forth in this Contract. The Contract Administrator shall notify the ACTTC of any impairment upon being notified by the contractor.

D. For audit authority of the ACCTC refer to the paragraph on “Retention and Audit of Records.”

17. NON-BINDING UNTIL APPROVED. Regardless of whether this Contract has been signed by all parties, if the total compensation identified in Paragraph 2 of this Contract is greater than \$100,000, this Contract is not binding on any party until the Contract has been approved by the Santa Cruz County Board of Supervisors.

18. MISCELLANEOUS. This written Contract, along with any attachments, is the full and complete integration of the parties’ agreement forming the basis for this Contract. The parties agree that this written Contract supersedes any previous written or oral agreements between the parties, and any modifications to this Contract must be made in a written document signed by all parties. The unenforceability, invalidity or illegality of any provision(s) of this Contract shall not render the other provisions unenforceable, invalid or illegal. Waiver by any party of any portion of this Contract shall not constitute a waiver of any other portion thereof. Any arbitration, mediation, or litigation arising out of this Contract shall occur only in the County of Santa Cruz, notwithstanding the fact that one of the contracting parties may reside outside of the County of Santa Cruz. This Contract shall be governed by, and interpreted in accordance with, California law.

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SIGNATURE PAGE

Contract No. B01612

INDEPENDENT CONTRACTOR AGREEMENT
(NON-PROFIT)

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

2. Community Action Board.

of Santa Cruz County, Inc
Maria Elena De La Garza
By: 544617DA76FF4E8... 10/14/2021
SIGNED

MariaElena De La Garza
Executive Director
406 Main Street, Suite #207
Watsonville, CA 95076
(831) 763-2147 x203
mariaelena@cabinc.org

4. COUNTY OF SANTA CRUZ

DocuSigned by:
Randy Morris
By: D1FB7500084B1... 10/14/2021
SIGNED

Randy Morris, Human Services Director
Human Services Department

3. APPROVED AS TO INSURANCE:

DocuSigned by:
Enrique Salazar
F88BB4ED1F11445... 9/14/2021
Risk Management

1. APPROVED AS TO FORM:

DocuSigned by:
Ruby Marquez
1082D30004A9460... 9/13/2021
Office of the County Counsel

DISTRIBUTION:

- Human Services Department
- Auditor-Controller-Treasurer-Tax Collector
- Risk Management
- Community Action Board of Santa Cruz County, Inc.

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

SOUTH COUNTY COORDINATED ENTRY SYSTEM HOUSING PROBLEM SOLVING PROGRAM

OVERVIEW

The County of Santa Cruz Human Services Department (COUNTY HSD), administers the Smart Path to Housing and Health (Smart Path) Coordinated Entry System which seeks to effectively and efficiently match people experiencing homelessness with available housing and services that best fit their situation and needs including through Housing Problem Solving (HPS) conversations to assist participants to end their homelessness utilizing resources and relationships outside of the housing crisis response system... The purpose of this agreement is to provide Roaming Housing Problem Solving services that includes conducting outreach in the South Santa Cruz County area to persons experiencing homelessness, with the goal of engaging persons in HPS conversations, connecting them to immediate resources, and completing a Smart Path assessment when identification of alternative housing opportunities proves unsuccessful. Community Action Board of Santa Cruz County (CONTRACTOR) has expertise in providing assessment services to persons experiencing homelessness. CONTRACTOR will enter all assessment data into a centralized data base, Homeless Management Information System (HMIS), which will support the ability to track HPS conversations and implement referrals through Smart Path.

PERFORMANCE MEASUREMENTS

How Many Services Will Be Provided?	How Well Will Services Be Provided?	Is Anyone Better Off?
<p>Complete Housing Problem Solving services, which may include a Smart Assessment, with 120 persons experiencing homelessness.</p> <p><i>Data collection Tool: HMIS</i></p>	<p>100% of completed Smart Path enrollments, updates, and, as appropriate, assessments will be entered into HMIS within 2 business days of when the contact occurred.</p> <p><i>Data Collection Tool: HMIS</i></p>	<p>At least 20% of households served will exit housing problem solving to permanent housing.</p> <p><i>Data collection Tool: HMIS</i></p>

HOUSING PROBLEM SOLVING CONVERSATIONS DEFINED

Housing Problem Solving (HPS) conversations are defined as CONTRACTOR staff engaging with unaccompanied persons to identify housing solutions from outside the homeless services system.

CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall conduct HPS conversations and, as applicable, Smart Path assessments in the South Santa Cruz County area (defined as the portion of the County south of the City of Capitola).
2. CONTRACTOR shall engage persons experiencing homelessness in HPS conversations.
 - a. It is expected that HPS conversations will take place during multiple meetings over an extended period of no more than a 45-days.
 - b. CONTRACTOR shall engage in HPS conversations at times most conducive to reaching persons experiencing homelessness including evenings, early mornings, and weekends.

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

SOUTH COUNTY COORDINATED ENTRY SYSTEM HOUSING PROBLEM SOLVING PROGRAM

3. CONTRACTOR may purchase and utilize incentives to encourage participant engagement and contribute to HPS services.
4. CONTRACTOR with its own internal services and with external homeless service providers, if applicable, to secure available funds to facilitate participants' ability to achieve successful housing solutions.
5. CONTRACTOR shall only complete a Smart Path Assessment if multiple HPS conversations are unsuccessful in identifying a housing solution.
6. CONTRACTOR shall utilize a low service barrier philosophy which includes conducting HPS conversations and, as appropriate, Smart Path assessments of any person experiencing homelessness regardless of any perceived individual barriers to housing or services.
7. CONTRACTOR shall collaborate with homeless service providers and other agencies and individuals, as applicable, to locate individuals with whom to have HPS conversations and, as appropriate, conduct Smart Path assessments.
8. CONTRACTOR shall enter HPS conversations and completed assessments into the countywide HMIS in a timely manner, as referenced in "Performance Measurements" above.
9. CONTRACTOR shall update participant assessments as applicable and allowed under Smart Path Policies and Procedures.
10. CONTRACTOR, when requested, shall conduct a separate, confidential assessment process for individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.
11. CONTRACTOR shall refer all homeless participants to immediate resources as applicable including food distribution centers, immediate shelter, and health care services.
12. CONTRACTOR shall ensure appropriate staffing to support the administrative and direct services provided for in this Agreement (see also **Additional Terms and Conditions #3** below).
13. CONTRACTOR shall coordinate with other Smart Path Roaming Counselors to decrease duplication, ensure complete coverage, ensure the safety of HPS Counselors, and meet the specific needs or preferences of persons being engaged in HPS conversations and, when appropriate, complete a Smart Path Assessment
14. CONTRACTOR shall participate in all HPS Project activities including, but not limited to, trainings, meetings, and shadowing opportunities, as requested by COUNTY.
15. CONTRACTOR shall participate in planning conversations and trainings regarding any changes to the Smart Path Assessment and process as requested by COUNTY.

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

SOUTH COUNTY COORDINATED ENTRY SYSTEM HOUSING PROBLEM SOLVING PROGRAM

REPORTING AND COORDINATION REQUIREMENTS**INVOICING**

1. CONTRACTOR shall provide monthly invoices documenting costs of services provided based on this Exhibit A – Scope of Work and Budget. An invoice template and/or web-based database created by COUNTY may be required per COUNTY notification with 30 calendar days prior notice.
2. CONTRACTOR shall submit each invoice within 20 days following the end of the reported month, with the exception of the May and June invoices detailed below.
3. CONTRACTOR shall submit May and June invoices for specific fiscal years by 5 p.m. on the first calendar Friday of June in the specific fiscal year. This date is subject to change. COUNTY will provide notice of any changes 30 calendar days prior to the effective date of the change.
4. CONTRACTOR shall submit invoices and backup as required, for approval by COUNTY staff via email to HSDCCUMail@santacruzcounty.us.

BUDGET MODIFICATION

1. Transfers between budget categories may be made only through a budget modification, which must be requested to COUNTY in writing by CONTRACTOR in advance of the modification, providing the transfer is less than 30% (cumulative) of the approved, total original fiscal year budget.
2. Transfers between budget categories totaling more than 30%, cumulatively, of the original fiscal year budget, transfers between budget suffices, or requests to increase the approved budget may be requested and can only be approved through written purchase order agreement change order.
3. Budget modification requests must be received no later than May 15th of the fiscal year in which the budget modification is applicable and must have prior approval by COUNTY authorized staff to be approved.

PROGRESS REPORTS

CONTRACTOR shall complete and send Semi-Annual Reports that reflect program goals as stated in this scope of work, as well as any programmatic and budget issues/challenges, using a template created by COUNTY, to be submitted within 30 days following the first half of the fiscal year and the last half of the fiscal year in which the services were provided. Failure to submit Progress Reports by the dates due may result in the withholding of payment for invoices until the report is submitted. COUNTY reserves the right to request a Quarter 3 progress report, covering January through March, which will be due by April 30th.

ADDITIONAL TERMS AND CONDITIONS

1. CONTRACTOR shall perform the agreed upon services detailed in this scope of work, submit timely invoices and reports, and work to meet agreed upon outcomes as detailed herein. CONTRACTOR failure to provide any of these agreed upon terms may result in a Corrective Action request. Corrective Action requests will specify ongoing problems in the performance of these contract terms and a deadline by which to rectify problems and will also require the CONTRACTOR to submit a brief Corrective Action Plan detailing how ongoing problems will be resolved. Failure to adequately address steps outlined in the Corrective Action Plan may result in the withholding of payment on invoices and/or termination of the contract (see Independent Contractor Agreement, section 4, Early Termination).

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC.

SOUTH COUNTY COORDINATED ENTRY SYSTEM HOUSING PROBLEM SOLVING PROGRAM

2. Federal Funding: CONTRACTOR certifies that they are neither suspended, debarred, nor proposed for debarment from receiving federal funds; declared ineligible to receive federal funds; or voluntarily excluded from participation in covered transactions by any federal department or agency.
3. Uninterrupted Provision of Services: In order to maintain uninterrupted services under this agreement, the CONTRACTOR shall ensure that the budgeted staffing for the contracted services are maintained, which includes providing coverage for staff vacancies or leaves of more than two weeks. Additionally, CONTRACTOR program and direct service staff must be replaced within 90 days of the start of staffing vacancies.
4. Notification of Personnel Changes: In the event of key personnel changes or leaves of more than two weeks for positions funded by this agreement (e.g., executive director, manager of contracted program, direct service staff), CONTRACTOR shall report changes to COUNTY within 10 business days of occurrence.
5. Instruction: CONTRACTOR shall provide this Scope of Work to all of its employees who conduct activities under this contract, so that CONTRACTOR staff clearly understands expected activities per this agreement. CONTRACTOR will train any new employees who work in any capacities related to the provisions of this contract, in the requirements of this contract.
6. Consistency of Service: Prior to refusing services to any potential program participant referred by COUNTY, CONTRACTOR shall conduct an assessment, report the reason for refusal of services to COUNTY, and obtain approval from the appropriate COUNTY Program Manager.
7. Publicity and Outreach: CONTRACTOR agrees to obtain COUNTY approval prior to use for all contracted program marketing materials, including but not limited to flyers, brochures, written success stories, social media posts, and website information. CONTRACTOR shall ensure that the COUNTY Human Services Department logo and name are included on all contracted program marketing materials and will obtain these directly from COUNTY authorized staff for approved uses.
8. Media Inquiries: Should CONTRACTOR receive press/media inquiries regarding the services provided through this contract, the CONTRACTOR shall notify HSD's Public Information Officer (PIO) of the inquiry, at 831-454-4527 or at Jennifer.Kaley@santacruzcounty.us. Press/media may also be referred directly to the PIO for additional information. When communicating with press/media regarding the services provided through this contract, CONTRACTOR shall also specify that the contracted program(s) receive(s) funding from the County of Santa Cruz, Human Services Department.

Budget:

LINE ITEM EXPENDITURES	FY 21-22
PERSONNEL COSTS- SALARIES & BENEFITS	\$57,988
NON-PERSONNEL COSTS	\$8,272
PARTICIPANT INCENTIVES	\$12,000
ADMINISTRATIVE OVERHEAD	\$11,740
GRAND TOTAL	\$90,000

COUNTY OF SANTA CRUZ HUMAN SERVICES DEPARTMENT
DATA PRIVACY AND SECURITY CONFIDENTIALITY AGREEMENT

Contractor: Community Action Board of Santa Cruz County, Inc.

1. PREAMBLE

CONTRACTOR, its/her/his employees, contractors, representatives, volunteers and agents (hereinafter referred to as CONTRACTOR), may be involved with work pertaining to services provided by the County of Santa Cruz Human Services Department (hereinafter referred to as COUNTY), and, if so, may have access to confidential data and personally identifiable information (collectively referred to as PII) pertaining to persons and/or entities receiving services from the COUNTY. This information includes but is not limited to client name, address, social security number, date of birth, biometric record (e.g. fingerprints, voice recordings and photographic images), driver's license number, identification number, or any other information that identifies the individual. In addition, CONTRACTOR may also have access to proprietary information supplied by the COUNTY or by other vendors doing business with the COUNTY. The COUNTY has a legal obligation to protect all such PII in its possession, especially PII concerning health, mental health, criminal and public assistance records. The COUNTY must ensure that the PII shall be protected by CONTRACTOR. Consequently, CONTRACTOR agrees to sign this Agreement as a condition of the attached contract with the COUNTY.

2. DEFINITIONS

- a. "PII" is confidential data and personally identifiable information directly obtained in the course of performing an administrative function on behalf of the COUNTY that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, such as name, social security number, date of birth, biometric record, driver's license number or identification number. PII may be electronic, paper, verbal, or recorded.
- b. "Confidential Materials" includes: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY whether hard copy or electronic data; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR under the attached contract; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR.
- c. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the COUNTY, or the CONTRACTOR.
- d. "Secure environment" means any area where:
 - i. Workers assist in the administration of services provided by COUNTY;
 - ii. Workers use or disclose PII; or
 - iii. PII is stored in paper or electronic format
- e. "Breach" refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. AGREEMENTS

- a. CONTRACTOR hereby agrees not to divulge to any unauthorized person, company or organization any of the PII obtained while performing work pursuant to the attached contract with the COUNTY without the prior written consent of the participant.
- b. CONTRACTOR agrees to forward all requests for the release of any PII received by it/her/him to the Program Manager or Analyst associated with the attached contract.
- c. CONTRACTOR further agrees to keep confidential: (1) all financial, health, criminal and public assistance records pertaining to persons and/or entities receiving services from the COUNTY; (2) all COUNTY proprietary information including design concepts, algorithms, programs, formats, documentation, and all other original materials produced, created or provided to or by CONTRACTOR; and (3) any other proprietary information supplied by the COUNTY or by other COUNTY vendors to CONTRACTOR under the attached contract.
- d. CONTRACTOR agrees to protect said Confidential Materials against disclosure to other than COUNTY employees who have a need to know the information.
- e. CONTRACTOR agrees to return all Confidential Materials to the COUNTY upon completion of termination of the attached contract.
- f. CONTRACTOR shall limit access and use of any PII provided by the COUNTY, or by the participant, to a business need solely for the purpose of administering the program supported by this Agreement.
- g. All provisions of data security and privacy restrictions on disclosure of PII and Confidential Materials in the CONTRACTOR's possession shall continue in effect beyond the termination of this Agreement, and shall continue until the PII and Confidential Materials are destroyed or returned to COUNTY.
- h. COUNTY agrees to provide to CONTRACTOR any/all applicable State regulations upon written request of CONTRACTOR.

4. INFORMATION SECURITY AND PRIVACY STAFFING

- a. CONTRACTOR agrees to report immediately to the designated Human Services Department Contract Manager as well as to the COUNTY Security Compliance Officer [InformationSecurityOfficer@santacruzcounty.us or (831)454-4840] any and all violations of this Agreement by it/her/him and by any other person, company or organization of which it becomes aware.

5. PERSONNEL CONTROLS

- a. CONTRACTOR shall inform all of their employees involved in the work under this Agreement and attached contract of the requirements concerning confidentiality in the handling of PII. The improper use or disclosure of PII for any other purpose may carry civil and/or criminal sanctions at a personal level.
- b. It is acknowledged that violation of this Agreement may subject CONTRACTOR to termination of the attached contract, civil and/or criminal action and that the COUNTY may seek possible legal redress.
- c. CONTRACTOR employees pertinent to this contract must perform the following security measures annually:
 - i. Complete an online training course regarding privacy and security to be provided by COUNTY, within thirty (30) days of provision to CONTRACTOR;
 - ii. Sign individual confidentiality statements provided by COUNTY and submit to COUNTY, within thirty (30) days of provision to CONTRACTOR;
 - iii. Conduct other activities related to assurance of information security, if directed by COUNTY.

Exhibit B - Data Privacy and Security Confidentiality Agreement

Agreement No.: B01612

- d. COUNTY and CONTRACTOR acknowledge that Federal and State laws relating to data security and privacy are rapidly evolving. COUNTY may at any time develop further details to confidentiality protocols as it relates to contracted work, which as approved will be submitted formally to the CONTRACTOR.

6. PHYSICAL SECURITY

- a. The CONTRACTOR awarded funds under the attached contract shall maintain, use and store all PII and information gathered pertaining to program participants in a secure environment in order to ensure the participant’s right to confidentiality.

7. TECHNICAL SECURITY CONTROLS

At all times CONTRACTOR shall use secure systems to access, store, process and transmit PII.

8. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

- a. During the term of this Agreement, the CONTRACTOR agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:
 - i. **Initial Notice to COUNTY** by email to COUNTY Security Compliance Officer InformationSecurityOfficer@santacruzcounty.us as well as by phone to (831)454-4840. Notice shall include all information known at the time and shall be made:
 - 1. **Immediately upon discovery** of a suspected security incident that involves PII provided to CONTRACTOR by the COUNTY.
 - 2. **Within one working day of discovery**, the CONTRACTOR shall notify COUNTY of:
 - i. Any incident involving unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person;
 - ii. Any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement;
 - iii. Potential loss of PII affecting this Agreement.

DocuSigned by:
 NAME: MariaElena De La Garza DATE: 10/14/2021
 (Signature) 544617DA76FF4E8...

NAME: MariaElena De La Garza

POSITION: Executive Director, Community Action Board of Santa Cruz County, Inc.

**ASSURANCE OF COMPLIANCE
WITH THE HUMAN SERVICES DEPARTMENT**

**NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS**

Community Action Board of Santa Cruz County, Inc.

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Acts of 1964 as amended; Section 504 of the Rehabilitation Acts of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.8, as amended; California Government Code Section 12940(c), (h) (l), (i), and (j); California Government Code, Section 4450; and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42, and all relevant sections of the California Code of Regulations), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed, political affiliation, domestic partnership, genetic information, gender expression, gender identity, or sexual orientation be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.8, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

NAME: Maria Elena De la Garza
544617DA78FF4E8...
(Signature)

DATE: 10/14/2021

NAME: MariaElena De La Garza
POSITION: Executive Director, Community Action Board of Santa Cruz County, Inc.
Address of Vendor/Recipient: Community Action Board of Santa Cruz County, Inc.
406 Main Street, Suite #207
Watsonville, CA 95076

City of Santa Cruz/County of Santa Cruz
LIVING WAGE DATA
REPORT Fiscal Year
2021/22

Agency Name: Community Action Board of Santa Cruz County, Inc. County Dept. Human Services
South County CES

Program Name:

Please complete this form checking all appropriate boxes for all covered employees in your agency.
A covered employee is any employee of a nonprofit contractor who lives or works in Santa Cruz County.
The signature and date on this form will serve as self-certification of the agency's ordinance exemption status.

1. Collective Bargaining Agreement

Check this box if positions in your agency are represented by a bargaining unit or labor union and have a collective bargaining agreement in effect.

2. All Positions Paid Living Wage Rates (\$18.10/hr with benefits; \$19.74/hr without benefits)

Check this box if all positions in your agency have pay rates that are at or above the living wage rates.

3. Living Wage Ordinance Exemption Categories

Check this box if your agency is exempt from the requirements of the City or County ordinance. Indicate by checking the appropriate box(es) below which exemption(s) applies to your agency:

- A. Agency has five or fewer employees.
B. Agency has cumulative contracts with the County in current fiscal year less than \$15,000.
C. Agency has a current fiscal year contract with the City that is less than \$5,000.
D. Agency employees are solely volunteers, trainees, students or individuals under 17 years of age.

If items 1, 2, or 3 are checked, your agency is exempt from wage data reporting requirements. Sign and date this form and return to the City and/or the appropriate County Department.

4. A Program In Our Agency Does Not Receive Any City or County Funds

Check this box if a program in your agency is exempt because it receives no City or County funding. Indicate the program in your agency that falls under this exemption and the number of program employees.

Program Name: No. of Employees:

5. Some Positions Have Pay Rates Less Than Living Wage Rates

Check this box if any positions in your agency have pay rates less than the living wage rates.

All non-profit agencies not exempt from the living wage ordinance requirements may be required to provide wage data information for all employees in job classifications paying less than the current living wage standard.

I certify under penalty of perjury that the above information is true and correct to the best of my knowledge.

Signature of Maria Elena De la Garza

Date 10/14/2021

544617DA70FF4E8...

Signature of Executive Director

Date

Section Below is Optional

Efforts to Maintain and Increase Wages for Positions (Check all applicable boxes)

- Our agency was able to bring all workers up to a living wage in FY 2021-22.
Our agency was not able to increase pay rates for employee positions in the FY 2021-22 budget.
Pay rates for positions in our agency were not reduced in the budget for FY 2021-22.
Our agency was able to give our employees the following pay increases (fill in blanks): Cost of Living Adjustment (COLA) increases of %
Step or annual increases of (% or \$\$)
Our agency was able to increase employer-sponsored benefits (Check appropriate boxes):
Health insurance benefits
Paid sick leave/vacation leave benefits
Unpaid sick leave/vacation leave benefits
Other

**County of Santa Cruz
FY 2021-22 Non-Wage Provisions Self-Certification Form**

Agency Name: Community Action Board of Santa Cruz County, Inc.

County Dept: Human Services

Contract No: B01612

All nonprofit agencies receiving County funding, unless exempt from the ordinance requirements, shall comply with the following non-wage provisions of the Living Wage Ordinance (Chapter 2.122 of the County Code):

1. Employee rights to report violation and to non-retaliation: (Section 2.122.110)
Any employee claiming violation of the Chapter may report such acts to the County and may bring an action in the appropriate Court of the State of California or other appropriate administrative agency, against an employer to enforce his or her rights. Nothing in this Chapter shall preclude an employee from seeking any or all forms of relief and damages.

2. Labor relation neutrality: (Section 2.122.130)
Contractors for services and subcontractors shall not hinder or further collective bargaining organization or other collective bargaining activities by or on behalf of an employer's employees. However, this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure made pursuant to obligations incurred under a bona fide collective bargaining agreement.

3. Employee retention: (Section 2.122.140)
In the event that any contract for services for an amount greater than \$50,000 is terminated by County prior to its expiration, any new contract with a subsequent contractor for those same services shall include the following term:

Contractor shall make best efforts to offer employment to qualified employees of the prior contractor for the performance of this contract. Such efforts shall not be required in regard to employees who are (1) exempt under the Fair Labor Standards Act, (2) family members of prior contractor, (3) employed by prior contractor for less than six months, or (4) convicted of a job-related or workplace crime. Upon request by the County, the Contractor shall demonstrate to the County that good faith efforts have been made to comply with this provision.

Within the last five years, has your agency had any violations with the National Employees Relations Board or the California Labor Commission? Yes ___ No ___

I certify, under penalty of perjury, that Community Action Board of Santa Cruz County, Inc. is in compliance with all of the above stated non-wage provisions of the County Living Wage Ordinance.

DocuSigned by:
Maria Elena De La Garza
544017DA70FF4E8...
Signature of Executive Director

10/14/2021
Date

COALITION OF HOMELESS SERVICES PROVIDERS STANDARD AGREEMENT

This **Agreement** is made by and between Coalition of Homeless Services Providers, the Continuum of Care collaborative applicant (hereinafter "CONTRACTOR"), and Community Action Board of Santa Cruz County, Inc. (hereinafter "SUBCONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

CONTRACTOR hereby engages SUBCONTRACTOR to perform, and SUBCONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are described as follows:

Provide: To operate Recurso de Fuerza Village, a 34-unit non-congregate, low barrier housing navigation center.

2.0 PAYMENT PROVISIONS:

CHSP shall pay the SUBCONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by CHSP to SUBCONTRACTOR under this Agreement shall not exceed the sum of **\$ Two million four hundred forty-two thousand eight hundred eighty-seven (\$2,442,887.01)**.

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from **June 30, 2024, through June 30, 2026**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both SUBCONTRACTOR and CONTRACTOR and with CONTRACTOR signing last.

3.02 CHSP reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty-day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions

Exhibit B: Agency Budget

Exhibit C: Good Neighbor Protocol

Exhibit D: Shelter Standards

5.0 PERFORMANCE STANDARDS:

5.01 SUBCONTRACTOR warrants that SUBCONTRACTOR and SUBCONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the CONTRACTOR, or immediate family of an employee of the CONTRACTOR.

5.02 SUBCONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 SUBCONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. SUBCONTRACTOR shall not use CHSP premises, property (including

equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. CHSP does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced by SUBCONTRACTOR, at least ninety days (90) before the Agreement expires. Rate changes are not binding unless mutually agreed upon in writing by CONTRACTOR and the SUBCONTRACTOR.
- 6.03 SUBCONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by SUBCONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. CONTRACTOR shall certify the invoice, either in the requested amount or in such other amount as CONTRACTOR approves in conformity with this Agreement and shall promptly submit such an invoice to the CONTACTORS Auditor-Controller for payment. The CONTACTORS Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.04 The parties agree that SUBCONTRACTOR and its SUBCONTRACTORS shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 TERMINATION:

- 7.01 During the term of this Agreement, CONTRACTOR may terminate the Agreement for any reason by giving written notice of termination to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 CONTACTORS payments to SUBCONTRACTOR under this Agreement are funded by local, state, and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for CONTRACTORS purchase of the indicated quantity of services, then CONTRACTOR may give written notice of this fact to SUBCONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as CONTRACTOR may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

The verification of coverage shall be sent to CONTRACTOR unless otherwise directed. The SUBCONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and CONTRACTOR has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the SUBCONTRACTOR.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the CONTRACTOR.

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

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the SUBCONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years

following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators should also have professional liability. If in doubt, consult with your risk or contract manager). All proposed modifications are subject to CHSP approval.)

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

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

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

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

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

Prior to the execution of this Agreement by the CONTRACTOR, the SUBCONTRACTOR shall file certificates of insurance with County of Monterey and the contract administrator and CONTRACTORS Grants and Finance departments, showing that the SUBCONTRACTOR has in effect the insurance required by this Agreement. The

SUBCONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. SUBCONTRACTOR shall always, during the term of this Agreement, maintain in force the insurance coverage required under this Agreement which shall continue in full force and effect. SUBCONTRACTOR shall always during the term of this Agreement and shall send, without demand by CONTRACTOR, annual certificates to the CONTRACTORS's Grants and Finance Departments. If the certificate is not received by the expiration date, CONTRACTORS shall notify the SUBCONTRACTOR and the SUBCONTRACTOR shall have five calendar days to send in the certificate, evidencing a lapse in coverage during the interim. Failure by SUBCONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the Coalition, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** SUBCONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. SUBCONTRACTOR shall not disclose any confidential records or other confidential information received from the CONTRACTOR or prepared in connection with the performance of this Agreement unless CONTRACTOR specifically permits SUBCONTRACTOR to disclose such records or information. SUBCONTRACTOR shall promptly transmit to the CONTRACTOR any and all requests for disclosure of any such confidential records or information. SUBCONTRACTOR shall not use any confidential information gained by SUBCONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out SUBCONTRACTOR'S obligations under this Agreement.
- 10.2 **CONTRACTOR Records:** When this Agreement expires or terminates, SUBCONTRACTOR shall return to the CONTRACTOR, and any of the CONTRACTORS records that SUBCONTRACTOR used or received from CONTRACTOR to perform services under this Agreement.
- 10.3 **Maintenance of Records:** SUBCONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, county, and CONTRACTOR rules and regulations related to services performed under this Agreement. SUBCONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then SUBCONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** CONTRACTOR shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the SUBCONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the CHSP or as part of any audit of CHSP, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Inspection:** SUBCONTRACTOR agrees that CONTRACTOR or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. SUBCONTRACTOR agrees to promptly provide CONTRACTOR or its designee, with any relevant information requested. SUBCONTRACTOR agrees to permit CONTRACTOR or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and

copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 6 of Part 1 of Division 31 of the Health and Safety Code.

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, SUBCONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in SUBCONTRACTOR's employment practices or in the furnishing of services to recipients. SUBCONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. SUBCONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 SUBCONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. SUBCONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 13.2 SUBCONTRACTOR and its contractors, 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.
- 13.3 SUBCONTRACTOR shall report immediately to CONTRACTOR, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 13.4 All documentation prepared by SUBCONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, SUBCONTRACTOR is always acting and performing as an independent contractor and not as an employee of the CONTRACTOR. No offer or obligation of permanent employment with the CONTRACTOR or CONTRACTOR department or agency is intended in any manner, and SUBCONTRACTOR shall not become entitled by virtue of this Agreement to receive from CONTRACTOR any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers'

compensation coverage, insurance or disability benefits. SUBCONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of SUBCONTRACTOR's performance of this Agreement. In connection therewith, SUBCONTRACTOR shall defend, indemnify, and hold CONTACTOR harmless from any and all liability that CONTACTOR may incur because of SUBCONTRACTOR'S failure to pay such taxes.

15.0 NOTICES:

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

CONTRACTOR

Katrina McKenzie, Executive Officer
Coalition of Homeless Services Providers
1942 Fremont Blvd., Seaside, CA 93955
(831) 883-3080
kmckenzie@chsp.org

SUBCONTRACTOR

Maria Elena de la Garza, CEO
Community Action Board of Santa
Cruz County, Inc.
406 Main Street Suite 207
Watsonville, CA 95076
mariaelena@cabinc.org

16.0 MISCELLANEOUS PROVISIONS:

- 16.01 **Conflict of Interest:** SUBCONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendments or Modifications:** Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CONTRACTOR and the SUBCONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "SUBCONTRACTOR" as used in this Agreement includes SUBCONTRACTOR's officers, agents, and employees acting on SUBCONTRACTOR'S behalf in the performance of this Agreement.
- 16.05 **Disputes** SUBCONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Pronouns** The use of any gendered pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 16.07 **Assignment and Subcontracting:** The SUBCONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the CONTRACTOR. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the CONTRACTOR. Notwithstanding any such subcontract, SUBCONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.08 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the CONTACTOR and SUBCONTRACTOR under this Agreement, to the extent assignable or

- delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect, and performance.
- 16.12 **Forum and Venue:** All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Monterey County, California, and the parties agree that venue in such courts is appropriate.
- 16.13 **Non-exclusive Agreement:** This Agreement is non-exclusive and both CONTRACTOR and SUBCONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.14 **Construction of Agreement:** CONTRACTOR and SUBCONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.15 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.16 **Authority:** Any individual executing this Agreement on behalf of CONTRACTOR, or the SUBCONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.17 **Integration:** This Agreement, including the exhibits, represents the entire Agreement between the CONTRACTOR and the SUBCONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between CONTRACTOR and the SUBCONTRACTOR as of the effective date of this Agreement, which is the date that the CONTRACTOR signs the Agreement.
- 16.18 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.19 **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- 16.20 **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 16.21 **Headings:** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- 16.22 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted, or subgrantee by the SUBRECIPIENT without the prior express written consent of CONTRACTOR.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via Adobe Signature to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement

hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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

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

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

**Community Action Board of Santa Cruz
County, Inc.:**

By: *MariaElena De La Garza*
MariaElena De La Garza (Jul 25, 2024 16:44 PDT)

Maria Elena de la Garza, CEO

Date: 07/25/2024

Coalition of Homeless Services Providers:

By: *KMcKenzie*

Katrina McKenzie, Executive Director

Date: Jul 26, 2024

SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC SANTA CRUZ

A. TOTAL FUNDING: \$2,442,887.00 **ERF-2-R**
\$2,442,887.00 **TOTAL**

B. CONTRACT TERM: **June 30, 2024 to June 30, 2026**

C. CONTACT INFORMATION:

Contractor: Coalition of Homeless Services Providers
 Katrina McKenzie, Executive Director
 1942 Fremont Blvd. Seaside, CA 93955
 Phone: (831) 883-3080 Fax: (831) 883-3085
kmckenzie@chsp.org

Partner: County of Monterey Administrative Office
 Sarah Federico, Homeless Services Management Analyst II
 168 W. Alisal St. 3rd Floor Salinas, CA 93901
 Phone: 831-755-5341
Federicos@countyofmonterey.gov

Sub-Contractor Information: Maria Elena de la Garza, Chief Executive Officer
 Community Action Board of Santa Cruz
 County, Inc 406 Main Street Suite 207
 Watsonville, CA 95076
 Phone: (831)-763-2147 Fax: (831) 724-3447
mariaelena@cabinc.org

Location of Services: Westview Presbyterian Church
 118 1st St. Watsonville, CA 95076

D. CONTRACT AWARD INFORMATION

Encampment Resolution Funding Grant: June 14, 2023, Awarded

E. BACKGROUND:

In 2022 the California Interagency Council on Homelessness (Cal ICH) established an Encampment Resolution Funding (ERF) grant program to increase the collaboration between local jurisdictions and CoCs by providing funding to assist with resolving local critical encampment concerns. The ERF grant program allocates resources to address pressing encampment issues, facilitate the transition of individuals into secure housing, and prioritize the safety and well-being of those experiencing homelessness. CHSP, acting on behalf of the County Administrative Office Homeless Services ERF program, and will engage in a contractual agreement with the local non-profit partner, the Community Action Board of Santa Cruz County, Inc. This partnership aims to oversee the operations of a 34-unit, non-congregate, low-barrier housing navigation center situated in the City of Watsonville.

SCOPE OF SERVICES/PAYMENT PROVISIONS

F. DESCRIPTION OF SERVICES

SUBCONTRACTOR 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 SUBCONTRACTOR shall staff and operate the Recurso de Fuerza Village (RdF Village), a 24-hr., seven days a week (including holidays) interim emergency housing and low-barrier navigation center, located at Westview Presbyterian Church, utilizing a Housing First, trauma- informed, harm-reduction approach for people experiencing homelessness along the Pajaro River.
- F.1.a. SUBCONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with these 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.1.b. SUBCONTRACTOR shall abide by the Good Neighbor Policy as included in **Exhibit C**.
- F.1.c. SUBCONTRACTOR shall incorporate the *Lead Me Home, Monterey, and San Benito County Continuum of Care (CoC) Operational Shelter and Emergency Standards, Exhibit D*, as appropriate to their operational plan for RdF Village.
- F.2 SUBCONTRACTOR agrees that RdF Village will prioritize referrals received through the referral process established by the County of Monterey and the County of Santa Cruz.
- F.3 SUBCONTRACTOR shall establish a lease with Westview Presbyterian Church of Watsonville, CA upon notification of the certificate of occupancy for RdF Village from the City of Watsonville until June 30, 2026.
- F.4 SUBCONTRACTOR guarantees County of Monterey, County of Santa Cruz, Cal ICH, and the CONTRACTOR its officers, employees, agents, consultants, and contractors (Parties) shall have the right to enter RdF Village during normal business hours to conduct work, inspections, and investigations in accordance with this Agreement. 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. All Parties shall comply with the RdF Village program terms during any visit.
- F.5 SUBCONTRACTOR shall ensure and agree the County of Monterey and the CONTRACTOR to include licensed HMIS agents or staff designated to the RdF Village program have the right to review client-level documents, including but not limited to, case notes, files, etc.
- F.6 SUBCONTRACTOR agrees that Enhanced Care Management (ECM) may be incorporated into their services plan for RdF Village.
- F.7 All activities regarding SUBCONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by County of Monterey and CONTRACTOR as identified in Section C.
- F.8 SUBCONTRACTOR develops operational policies and procedures for shelter management, including intake, case management, and service provision.
- F.9 SUBCONTRACTOR shall recruit and train staff members responsible for shelter management, and resident support.
- F.10 SUBCONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals assisted with ERF 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.11 SUBCONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a congregate shelter facility, are adhered to, and also includes COVID-19 safety protocols and will obtain and utilize

SCOPE OF SERVICES/PAYMENT PROVISIONS

Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and clients as needed.

- F.12 SUBCONTRACTOR 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.
- F.13 SUBCONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.
- F.14 SUBCONTRACTOR 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.
- F.15 SUBCONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.
- F.16 SUBCONTRACTOR and its contractors, 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.

G. SERVICE GOALS, OUTCOMES AND DATA REQUIREMENTS

- G.1 SUBCONTRACTOR agrees to meet the following outcomes as outlined in their ERF application including:
 - G.1.a. Provide safe and secure shelter for up to 34 unduplicated individuals at any given time experiencing homelessness.
 - G.1.b. Offer a supportive and inclusive living environment that promotes dignity, respect, and self-sustainability.
 - G.1.c. Facilitate access to essential services, including healthcare, mental health support, substance abuse treatment, employment assistance, and educational opportunities.
 - G.1.d. Provide comprehensive case management and support services to help program participants transition towards stable housing and increased self-sufficiency.
 - G.1.e. Foster community engagement and collaboration to address the needs of shelter residents.
 - G.1.f. 60% of individuals served by Recurso de Fuerza will secure permanent housing in a median time frame of 180 days.
 - G.1.g. 25% of participants at RdF Village will increase their income.
 - G.1.h. 90% or greater of participants at RdF Village will be satisfied with the program, measured via satisfaction surveys administered twice a year.
- G.2 SUBCONTRACTOR agrees to collaborate with the County of Monterey, County of Santa Cruz, and the CONTRACTOR to develop a data transfer process that ensures compliance with AB977 for all parties. This process will facilitate the transfer of data from CA508 to CA506.
 - G.2.a. SUBCONTRACTOR acknowledges that the CONTRACTOR reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.
 - G.2.b. SUBCONTRACTOR agrees to cooperate fully with the CONTRACTOR and the County of Monterey and County of Santa Cruz in all matters related to data collection, management, and oversight to ensure compliance with State requirements.

SCOPE OF SERVICES/PAYMENT PROVISIONS

G.2.c. SUBCONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or HDIS”), as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

H. REPORTING INSTRUCTIONS AND SUBMISSION

- H.1 SUBCONTRACTOR shall provide CONTRACTOR with **monthly reports** that include fiscal and programmatic data, reflecting the progress of their ERF program.
- H.2 Monthly reports to be documented using the reporting template issued by County of Monterey that will include an anonymized person served list illustrating the housing outcomes of each person served by the ERF program.
- H.3 SUBCONTRACTOR shall provide, upon request, information and documentation on service delivery models developed with grant funds. This includes any necessary materials to study the program or replicate it for implementation across the state of California.
- H.4 SUBCONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the ERF funding.
- H.4.a. Records demonstrating that funded activities meet the objectives of the ERF program.
- H.4.b. Records are required to determine the eligibility of activities.
- H.5 SUBCONTRACTOR shall participate in annual contract monitoring conducted by CHSP staff 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.
- H.6 CONTRACTOR shall lead SUBCONTRACTORS annual monitoring visits 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 CONTRACTOR.

I. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

I.1 SUBCONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
July 2024	September 2024	Hire staff for RdF Village Operations
July 2024	October 2024	Begin development of operational policies and procedures for RdF Village shelter management, including intake, case management, and service provisions.
August 2024	October 2024	Participate in coordinated outreach efforts facilitated by the County of Monterey to provide linkages to encampment occupants to relevant services, as necessary.
October 2024	November 2024	Create a by-names list and identify inaugural participants of the RdF Village.
October 2024	December 2024	Negotiate lease with the Church for RdF Village to expire June 30, 2026.

SCOPE OF SERVICES/PAYMENT PROVISIONS

November 2024	December 2025	Prepare RdF Village for occupancy.
December 2024	June 2026	<ul style="list-style-type: none"> • 60% of participants of the program will secure permanent housing in a median time frame of 180 days. • 25% of participants will increase their income. • 90% or greater of participants will be satisfied with the program.

J. FINANCIAL OVERSIGHT AND ACCOUNTING

- J.1 SUBCONTRACTOR shall ensure all program operations and purposes advance ERF-2-R's objective for the RdF Village program and will fall under the eligible use category for Interim sheltering, with costs 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.
- J.1.a Site restoration of the encampment site is not permitted Eligible Use for ERF-2-R funds.
- J.1.b SUBCONTRACTOR shall submit invoices utilizing the template approved CHSP.
- J.2 SUBCONTRACTOR shall collaborate with CHSP to prepare and submit budget modifications.
- J.3 ERF 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, SUBCONTRACTOR 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.
- J.4 ERF program funds shall not be used to supplant existing local funds for homeless housing, assistance, prevention, or encampment resolution including site restoration or waste management.
- J.5 SUBCONTRACTOR acknowledges that this Agreement is valid and enforceable only if sufficient funds are made available from ERF to CHSP for the administration of the services under this Agreement.
- J.6 SUBCONTRACTOR shall inform CHSP of the failure to perform any component of the executed contract agreement.

K. PAYMENT PROVISIONS

- K.1 CONTRACTOR shall pay SUBCONTRACTOR according to the terms outlined in **Exhibit B**, of this Agreement.
- K.2 The maximum amount payable by CONTRACTOR to SUBCONTRACTOR under the term of this Agreement shall not exceed **two million four hundred forty-two thousand eight hundred eighty-seven dollars and zero cents (\$2,442,887.00)** as set forth in **Exhibit B, Budget**.

L. INVOICING INSTRUCTIONS & SUBMISSION

- L.1 SUBCONTRACTOR shall submit original signed invoices with supportive documentation to the CONTRACTOR setting forth the amount claimed by the 10th day of the month following

SCOPE OF SERVICES/PAYMENT PROVISIONS

- the month in which services were performed.
- L.2 The invoice shall be submitted through the CONTRACTORS Grants Management Software, Submittable. Onboarding and training will be facilitated by the CONTACTORS Grants Team.
- L.3 The final invoice for close out is due no later than the 10th of July 2026.
- L.4 **All funds must be exhausted by SUBCONTRACTOR by June 30, 2026.**

(End of Exhibit A)

**Exhibit B: Project Budget – Services –
[TO BE COMPLETED BY SUBCONTRACTOR]**

Project Line Item	Requested ERF Funding
PERSONNEL SERVICES Specify Position, Salary, and FTE below.	
Director of Programs and Impact (.1875FTE)	\$48,076.60
Housing Programs Director (.9 FTE)	\$203,632.00
Shelter Operations Manager (1.0FTE)	\$153,565.90
Billing Lead (1.0 FTE)	\$70,699.20
Case Manager (1.5 FTE)	\$96,807.20
Housing Navigator (1.0 FTE)	\$59,987.20
Advocate Lead Specialist 1 M-F 8a-5p (.9 FTE)	\$106,402.40
Advocate Lead Specialist 2 M-F 4p-1a (.9 FTE)	\$91,961.44
Advocate Specialist 3 M-F 4p-1a (.9 FTE)	\$86,746.88
Advocate Lead Specialist 4 S &S 8a – 5 (.4 FTE)	\$39,236.88
Advocate Specialist 5 S &S 8a - 5 p (.4 FTE)	\$37,012.00
Advocate Lead Specialist 6 S &S 4p-1a (.4 FTE)	\$39,236.88
Advocate Specialist 7 S &S 4p-1a (.4 TE)	\$37,012.00
Advocate Specialist Lead 8 M-F Graveyard (12am-8a) (1.0 FTE)	\$99,932.40
Advocate Lead Graveyard Weekend(Sat/Sun) (.4 FTE)	\$39,972.96
Advocate Specialist OT hours (approx 16/week)	\$42,224.00

Fringe Benefits	\$339,757.25
SUBTOTAL - PERSONNEL SERVICES	\$1,592,263.18
Other Program Costs	Requested ERF Funding
Rent and utilities	\$31,668.00
Client Pet Services	\$12,500.00
Vendors/Contractors for Food	\$448,000.00
Security Contracting	
Janitorial Contracting	\$43,680.00
Maintainence Contract	
Phone/Online services	\$32,640.00
IT/Consultant	\$7,500.00
Employee Development/Training	\$10,000.00
Program Supplies	\$3,000.00
Office Supplies	
Printing	16,000.00
Client Ancillary	
Client Incentives	
Mileage/Fuel	\$17,555.20
Van/Vehicle	
Vehicle Maintainence	6,000.00
10% Indirect	222,080.62
SUBTOTAL –OTHER PROGRAM COSTS	628,543.20
TOTAL BUDGET	\$2,442,887.00

Good Neighbor Protocol

The purpose of this Good Neighbor protocol is to establish and maintain positive relationships among the shelter/interim housing/navigation center operator, program participants, and the community. Along with shelter program staff, program participants must commit to being good neighbors to the community and respecting the site as well as the surrounding community. This means that everyone works to support maintaining a clean and safe environment free of litter, loitering, and noise pollution.

Maintaining a Clean Environment

- The shelter program must support efforts in maintaining a clean community, both in and out of the property.
- Participants should pick up after themselves and are encouraged to pick up litter when possible.
- All trash and litter should be placed in appropriate garbage receptacles and dumpsters on the property. When garbage receptacles are full, participants should notify staff so it can be addressed.
- Vehicles owned by participants should also be kept in good repair when in the community. Non-operable vehicles should not be stored at or near the program site.
- Shopping carts are not allowed on, around, or near the shelter site at any time.
- Guests can only smoke in designated smoking areas and must properly dispose of all cigarette butts.

Proper Hygiene & Attire

- Shelter program participant's personal hygiene must be kept at what staff deem appropriate to maintain a clean and sanitary environment.
- Proper clothing must be worn in common areas and outside of the shelter site at all times to maintain modesty; this includes a top, bottom, and shoes.

Noise

- Courtesy Hours must be observed at all times. This means participants must keep the volume of any radio, TV, stereo, or musical instrument sufficiently reduced at all times to not disturb others. The use of headphones is highly encouraged.
 - Program participants and visitors must also refrain from excessively loud talking or singing at all times.
 - Vulgar and obscene language must be kept to a minimum.
 - These courtesy points should be considered when in the surrounding community as well.
 - Similarly, noise should be kept to an acceptable level while in vehicles in and around the shelter site.
- Quiet Hours are established between the hours of 9 pm & 8 am.
 - Quiet hours are periods when noise must be kept to a minimum and must be contained within a program participant's sleeping unit.

Exhibit: C

Site Security

- Security cameras will monitor the shelter area and perimeter of the property.
- Guests must be approved by the onsite supervisor.
 - Any guest threatening the safety of program staff, or the public will be discharged from the program.
 - Guests of participants must adhere to applicable areas of this protocol.
 - Overnight guests are strictly prohibited.
- Loitering, camping, and informal food and clothing distribution around the site will not be allowed.

Community and Coordination with the Neighborhood

- At least once per year, program operators shall distribute a flyer to the surrounding neighborhood that:
 - Invites them to an open house where they can receive updates regarding shelter operations and provide a venue for neighbors and businesses to provide feedback.
 - Offers other means of contact information for neighbor grievances and inquiries.

LEAD ME HOME
MONTEREY AND SAN BENITO COUNTY CONTINUUM OF CARE

OPERATIONAL STANDARDS FOR EMERGENCY SHELTERS



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

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1. INTRODUCTION / OVERVIEW

A. Background and Purpose

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

The purpose of these standards is to:

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

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

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

B. Programs Covered by These Standards

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

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

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

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

Exhibit: D

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

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

C. Guiding Principles for Shelters

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

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

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

D. State of CA Housing First Principles

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

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

2. SHELTER ACCESS

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

A. Eligibility Criteria and Screening

Screening Criteria

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

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

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

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

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

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

Exhibit: D

Safety Screening

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

Compliance with Federal Requirements

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

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

Screening Criteria Relating to Youth and Families

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

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

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

B. Admission, Intake, and Readmission Policies

Admissions

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

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

Shelter Intake Documents

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

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

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

Readmission

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

3. SERVICES STANDARDS

A. Housing-Focused Case Management

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

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

Exhibit: D

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

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

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

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

Case Manager Responsibilities

Responsibilities of the case manager shall generally include:

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

Exhibit: D

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

Case Manager Supervisory Responsibilities

Responsibilities of the Case Manager Supervisor shall generally include:

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

Case Loads

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

Case Manager Training

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

Exhibit: D

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

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

B. Service Linkages

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

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

Additional Supportive Services & Voluntary Service Participation

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

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

Services for Families with Children

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

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

4. PROGRAM OPERATIONS

A. Program Rules

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

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

B. Time Limits and Extensions.

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

C. Termination/Disenrollment

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

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

D. Facility Access

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

The written program policies should cover:

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

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

E. Gender Identity and Sexual Orientation

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

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

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

F. Service Animals, Emotional Support Animals, and Pets

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

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

G. Participant Rights & Responsibilities

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

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

H. Grievance and Appeal Procedures

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

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

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

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

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

I. Participant Involvement and Feedback

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

COALITION OF HOMELESS SERVICES PROVIDERS STANDARD AGREEMENT

This **Agreement** is made by and between Coalition of Homeless Services Providers, the Continuum of Care collaborative applicant (hereinafter CHSP”), and Community Action Board of Santa Cruz County, Inc. (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

CHSP hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are described as follows:

Provide: To operate Recurso de Fuerza Village, a 34-unit non-congregate, low barrier housing navigation center.

2.0 PAYMENT PROVISIONS:

CHSP shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by CHSP to CONTRACTOR under this Agreement shall not exceed the sum of **\$509,982.75 for Recurso de Fuerza Village.**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from **July 1, 2024 through June 30, 2025, renewed annually through June 30, 2027**, upon meeting project thresholds and outcomes, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and CHSP and with CHSP signing last.

3.02 CHSP reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty-day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A: Scope of Services/Payment Provisions
Exhibit B: Agency Budget

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement shall comply with all applicable laws, regulations, and standards. Attachment 1 of Page 5 of 74

trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the CHSP, or immediate family of an employee of the CHSP.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use CHSP premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. CHSP does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced by CONTRACTOR, at least ninety days (90) before the Agreement expires. Rate changes are not binding unless mutually agreed upon in writing by CHSP and the CONTRACTOR.

6.03 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. CHSP shall certify the invoice, either in the requested amount or in such other amount as CHSP approves in conformity with this Agreement and shall promptly submit such an invoice to the CHSP Auditor-Controller for payment. The CHSP Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

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

7.02 CHSP's payments to CONTRACTOR under this Agreement are funded by local, state, and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for CHSP purchase of the indicated quantity of services, then CONTRACTOR 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 CONTRACTOR may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

8.0 INSURANCE REQUIREMENTS:

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

The verification of coverage shall be sent to CHSP unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and CONTRACTOR has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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

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

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

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

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

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

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than

\$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the SUBCONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators should also have professional liability. If in doubt, consult with your risk or contract manager). All proposed modifications are subject to CHSP approval.)

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

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

CONTRACTOR's insurance policies shall be "occurrence" policies and not "claims-made" coverage.

CONTRACTOR may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, CONTRACTOR shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this subsection A; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents

and events covered by the underlying insurance that it supplements.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.01 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the CHSP or prepared in connection with the performance of this Agreement unless CHSP specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the CHSP any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR'S obligations under this Agreement.
- 10.02 CHSP Records: When this Agreement expires or terminates, CONTRACTOR shall return to CHSP, and any of CHSP's records which the CONTRACTOR has used or received from CHSP to perform services under this Agreement.
- 10.03 Maintenance of Records; CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, county, and CHSP rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records; CHSP shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the CHSP or as part of any audit of CHSP, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Inspection: CONTRACTOR agrees that CHSP or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. CONTRACTOR agrees to promptly provide CHSP or its designee, with any relevant information requested. CONTRACTOR agrees to permit CHSP or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 6 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under AB 101, HHAP program guidance document published on the website, and this Agreement.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR and its contractors, 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.

13.03 CONTRACTOR shall report immediately to CHSP, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the CONTRACTOR. No offer or obligation of permanent employment with the

CONTRACTOR or CONTRACTOR department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from CONTRACTOR any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold CHSP harmless from any and all liability that CHSP may incur because of CONTRACTOR'S failure to pay such taxes.

15.0 NOTICES:

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

CONTRACTOR

Katrina McKenzie, Executive Officer
Coalition of Homeless Services Providers
1123 Fremont Blvd., Suite D, Seaside,
CA 93955
(831) 883-3080
kmckenzie@chsp.org

SUBCONTRACTOR

Maria Elena de la Garza, CEO
Community Action Board of
Santa Cruz County, Inc.
406 Main Street Suite 207
Watsonville, CA 95076
mariaelena@cabinc.org

16.0 MISCELLANEOUS PROVISIONS:

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendments or Modifications:** Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CHSP and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

- 16.06 **Pronouns:** The use of any gendered pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 16.07 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of CHSP. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the CHSP. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.08 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of CHSP and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.09 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.10 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.11 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California as to all matters, including but not limited to matters of validity, construction, effect, and performance.
- 16.12 **Forum and Venue:** All actions regarding this Agreement shall be brought exclusively in a court of competent subject matter jurisdiction in Monterey County, California, and the parties agree that venue in such courts is appropriate.
- 16.13 **Non-exclusive Agreement:** This Agreement is non-exclusive and both CHSP and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.14 **Construction of Agreement:** CHSP and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.15 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.16 **Authority:** Any individual executing this Agreement on behalf of CHSP, or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.17 **Integration:** This Agreement, including the exhibits, represents the entire Agreement of 74

between CHSP and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between CHSP and the CONTRACTOR as of the effective date of this Agreement, which is the date that the CHSP signs the Agreement.

- 16.18 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.19 **Entire Agreement:** This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements, and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- 16.20 **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 16.21 **Headings:** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- 16.22 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted, or subgrantee by the CONTRACTOR without the prior express written consent of CHSP.

17.00 **CONSENT TO USE OF ELECTRONIC SIGNATURES:**

- 17.01 The parties to this Agreement consent to the use of electronic signatures via Adobe Signature to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 et. seq. Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 **Counterparts:** The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.
- 17.03 **Form: Delivery by E-Mail or Facsimile:** Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signature in the facsimile or

PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK*****

18.0 SIGNATURE PAGE:

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

**Community Action Board of Santa Cruz
County, Inc.:**

By: *Maria Elena de la Garza*
Maria Elena de la Garza (Nov 6, 2024 16:46 PST)
Maria Elena de la Garza, CEO

Date: 11/06/2024

Coalition of Homeless Services Providers:

By: *Katrina McKenzie*
KATRINA MCKENZIE (Nov 6, 2024 17:04 PST)
Katrina McKenzie, Executive Director

Date: 06/11/2024

SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY ACTION BOARD OF SANTA CRUZ COUNTY, INC SANTA CRUZ

- A. TOTAL FUNDING:**
- | | | |
|--|---------------------|---------------|
| | \$509,982.75 | HHAP 4 |
| | \$509,982.75 | TOTAL |
- B. CONTRACT TERM:** July 01, 2024 to June 30, 2025
- C. CONTACT INFORMATION:**
- Contractor Monitor: Coalition of Homeless Services
Providers Nykole Sakihara-Soper,
Deputy Director 1123 Fremont Blvd.,
Suite D, Seaside, CA 93955
Phone: (831) 883-3080 Fax: (831) 883-3085
kmckenzie@chsp.org
- Contractor Information: Maria Elena de la Garza, Chief Executive Officer
Community Action Board of Santa
Cruz County, Inc 406 Main Street
Suite 207 Watsonville, CA 95076
Phone: (831)-763-2147 Fax: (831) 724-3447
mariaelena@cabinc.org
- Location of Services: Westview Presbyterian Church
118 1st St. Watsonville, CA
95076
- D. CONTRACT AWARD INFORMATION**
CONTRACTOR UEI Number: N/A
Date of Leadership Council Approval: May 22, 2024
CFDA Passthrough Information and Dollar Amount: Homeless Housing Assistance & Prevention (HHAP) Funds (Round 4)
Federal Award Description: N/A
Research and Development: No
Maximum Allowable Indirect Cost Rate: 10%
- E. Purpose:**
This project will operate 24-hr., seven days a week (including holidays) interim emergency housing and low-barrier navigation center that will create 34 new interim housing beds. Beds are designated to meet needs of those living on the Parjaro River levee that spans the boarder of the two counties where at least 50% of those in the encampment are of Monterey County.

SCOPE OF SERVICES/PAYMENT PROVISIONS

F. DESCRIPTION OF SERVICES

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

- F.1 CONTRACTOR shall staff and operate the Recurso de Fuerza Village (RdF Village), a 24-hr., seven days a week (including holidays) interim emergency housing and low-barrier navigation center, located at Westview Presbyterian Church, utilizing a Housing First, trauma-informed, harm-reduction approach for people experiencing homelessness along the Pajaro River.
- F.1.a. CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals and families assisted with these 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.2 CONTRACTOR guarantees CHSP its officers, employees, agents, consultants, and contractors (Parties) shall have the right to enter RdF Village during normal business hours to conduct work, inspections, and investigations in accordance with this Agreement. 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. All Parties shall comply with the RdF Village program terms during any visit.
- F.3 CONTRACTOR shall utilize its local Homeless Management Information System (HMIS) to track Homeless Housing, Assistance and Prevention-4 (HHAP 4 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 -4 funding (e.g., by creating appropriate HHAP-4 specific funding sources and project codes in HMIS).
- F.4 CONTRACTOR shall participate in and provide data elements, including , but no limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or “HDIS”), in accordance with the existing Data Use Agreement entered with the Council, if any, and as required by Health and Safety Code section 50220.6. Any 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) if Division 7 of Title 1 of the Government Code).
- F.5 CONTRACTOR agrees that Enhanced Care Management (ECM) may be incorporated into their services plan for RdF Village.
- F.6 All activities regarding CONTRACTOR budget, timeline, scope of work and payment provisions/invoicing must be authorized and approved by CSHP.
- F.7 CONTRACTOR develops operational policies and procedures for shelter management, including intake, case management, and service provision.
- F.8 CONTRACTOR shall recruit and train staff members responsible for shelter management, and resident support.
- F.9 CONTRACTOR shall ensure that services are provided within Evidence-Based Best Practices and in compliance with the core components of Housing First, as described in Welfare and Institutions Code Section 8255, subdivision (b). Individuals assisted with

SCOPE OF SERVICES/PAYMENT PROVISIONS

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.

- F.10 CONTRACTOR shall ensure that CDC guidelines regarding mitigating the spread of infectious diseases, particularly regarding operating a congregate shelter facility, are adhered to, and also includes COVID-19 safety protocols and will obtain and utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and clients as needed.
- F.11 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.
- F.12 CONTRACTOR shall provide incontinence and feminine hygiene products, including, but not limited to, sanitary napkins, tampons, and panty liners, to guests as needed, free of charge. Obligation to satisfy this requirement is subject to the availability of funds however CONTRACTOR shall make attempts to coordinate or request donations when funds are not available and collect data on the cost, demand, and utilization to help inform future resources to support this service.
- F.13 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.
- F.14 CONTRACTOR shall ensure services are Americans with Disabilities Act (ADA) compliant.
- F.15 CONTRACTOR and its contractors, 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.

G. SERVICE GOALS, OUTCOMES AND DATA REQUIREMENTS

- G.1 SUBCONTRACTOR agrees to meet the following outcomes as outlined in their HHAP application including:
 - G.1.a. Provide safe and secure shelter for up to 34 unduplicated individuals at any given time experiencing homelessness.
 - G.1.b. Offer a supportive and inclusive living environment that promotes dignity, respect, and self-sustainability.
 - G.1.c. Facilitate access to essential services, including healthcare, mental health support, substance abuse treatment, employment assistance, and educational opportunities.
 - G.1.d. Provide comprehensive case management and support services to help program participants transition towards stable housing and increased self-sufficiency.
 - G.1.e. Foster community engagement and collaboration to address the needs of shelter residents.
 - G.1.f. 60% of individuals served by Recurso de Fuerza will secure permanent housing in a median time frame of 180 days.
 - G.1.g. 25% of participants at RdF Village will increase their income.
 - G.1.h. 90% or greater of participants at RdF Village will be satisfied with the program, measured via satisfaction surveys administered twice a year.
- G.2 CONTRACTOR agrees to collaborate with CHSP to develop a data transfer process that

SCOPE OF SERVICES/PAYMENT PROVISIONS

ensures compliance with AB977 for all parties. This process will facilitate the transfer of data from CA508 to CA506.

- G.2.a. CONTRACTOR acknowledges that the CHSP reserves the right to terminate this agreement if data is not collected in accordance with CA506 data standards.
- G.2.b. CONTRACTOR agrees to cooperate fully with the CHSP in all matters related to data collection, management, and oversight to ensure compliance with State requirements.
- G.2.c. CONTRACTOR shall participate in and provide data elements, including, but not limited to, health information in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or HDIS”), as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code).

H. REPORTING INSTRUCTIONS AND SUBMISSION

- H.1 CONTRACTOR SHALL PROVIDE QUARTERLY SERVICE OUTCOMES REPORT: CONTRACTOR shall submit quarterly CAPER reports and include a short narrative of program outcomes and impact for that quarterly period. Program metrics include:
 - H.1.1 Number of active unduplicated program participants along with their program Start Date and Program End Date.
 - H.1.2 Number of barriers removed for individuals, and number of referrals to additional supportive services
 - H.1.3 Monthly and Quarterly reports shall be submitted to the Contract Monitor as listed in Section C.
- H.2 CONTRACTOR shall provide, upon request, information and documentation on service delivery models developed with grant funds. This includes any necessary materials to study the program or replicate it for implementation across the state of California.
- H.3 CONTRACTOR shall maintain adequate records to support the reported statistics regarding beneficiary characteristics and services provided under the HHAP-4 funding.
 - H.3.a. Records demonstrating that funded activities meet the objectives of the HHAP -4 program.
 - H.3.b. Records are required to determine the eligibility of activities.
- H.4 CONTRACTOR shall participate in annual contract monitoring conducted by CHSP staff 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

H.5 CHSP shall lead CONTRACTORS annual monitoring visits 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 CHSP.

I. ADDITIONAL REPORTING INSTRUCTIONS - TIMELINE & MILESTONES

I.1 SUBCONTRACTOR will follow the following timeline with set milestones:

Start Date	End Date	Milestone Accomplished
July 2024	September 2024	Hire staff for RdF Village Operations
July 2024	October 2024	Begin development of operational policies and procedures for RdF Village shelter management, including intake, case management, and service provisions.
August 2024	October 2024	Participate in coordinated outreach efforts facilitated by the County of Monterey to provide linkages to encampment occupants to relevant services, as necessary.
October 2024	November 2024	Create a by-names list and identify inaugural participants of the RdF Village.
October 2024	December 2024	Negotiate lease with the Church for RdF Village to expire June 30, 2026.
November 2024	December 2025	Prepare RdF Village for occupancy.
December 2024	June 2026	<ul style="list-style-type: none"> • 60% of participants of the program will secure permanent housing in a median time frame of 180 days. • 25% of participants will increase their income. • 90% or greater of participants will be satisfied with the program.

J. PAYMENT PROVISIONS

J.1 CHSP shall pay CONTRACTOR per the terms set forth in the Standard Agreement

J.2 PAYMENT SUMMARY

J.2.1 The maximum amount payable by CHSP to CONTRACTOR under the term of this Agreement shall not exceed **five hundred nine thousand,**

SCOPE OF SERVICES/PAYMENT PROVISIONS

nine hundred eighty-two dollars and seventy-five cents (\$509,982.75) as set forth in Exhibit B, Budget.

K. INVOICING INSTRUCTIONS & SUBMISSION

- K.1 CONTRACTOR shall submit original signed invoices with supportive documentation to CHSP setting forth the amount claimed by the 10th day of the month following the month in which services were performed.
- K.2 The invoice shall be submitted through CHSP's Grant Management Software Submittable. Onboarding and training will be facilitated by the Grants Management Team.
 - K.2.1 The final invoice for close out is due no later than the 10th of July 2027
 - K.2.2 **All funds must be exhausted by CONTRACTOR by June 30, 2027**

(End of Exhibit A)

EXHIBIT B: Project Budget – Services – Interim Shelter Project
[TO BE COMPLETED BY SUBRECIPIENT BASED ON APPLICATION AND ANY BUDGET CHANGES REQUESTED BY LC]

Project Line Item	Requested HHAP Funding	
PERSONNEL SERVICES Specify Position, Salary, and FTE below. Add rows as needed:		
Director of Programs Impact .0312 FTE	\$6,241.56	
Case Manager .5 FTE	\$60,876.61	
Case Manager .5 FTE	\$53,164.61	
Fringe Benefits	\$34,889.23	
SUBTOTAL - PERSONNEL SERVICES	\$155,172.01	
Other Program Costs		
Utilities	\$96,000.00	
Surveillance	\$10,000.00	
Liability and Property Insurance	\$27,000.00	
Client Pet services	\$9,948.64	
Other Direct Financial Assistance/Ancillary	\$18,000.00	
Security Contracting	\$135,000.00	
Maintenance	\$12,500.00	
10% Indirect	\$46,362.10	
SUBTOTAL –OTHER PROGRAM COSTS	\$354,810.74	
TOTAL PROJECT COST	\$509,982.75	

CAB HHAP 4 Contract

Final Audit Report

2024-11-07

Created:	2024-09-17
By:	Nykole Sakihara (nsakihara@chsp.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4-i_467F-eM0guztEArJAKIS1zICiLGw

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