

COUNTY OF MONTEREY
Amendment #3 to Agreement #5010-153
Bay Area Community Services

This Amendment #3 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter "COUNTY"), and Bay Area Community Services (hereinafter "CONTRACTOR").

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for shelter and housing navigation services with a term of April 27, 2021 through June 30, 2021 for a total contract amount of \$442,448. (hereinafter "Original Agreement").

WHEREAS, The parties amended the agreement via Amendment #1 to extend the term through August 31, 2021 with no change to the contract amount or scope of services.

WHEREAS, The parties amended the agreement via Amendment #2 to extend the term through June 30, 2022, revise the Scope of Services to include performance measures and guest satisfaction surveys, and add \$1,012,890 for a total contract amount of \$1,455,338.

WHEREAS, The parties wish to amend the agreement via Amendment #3 to **extend the term through June 30, 2023 and add \$1,804,305** for a total contract amount of **\$3,259,643**.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the original Agreement, Amendment #1 and Amendment #2, except as specifically set forth below.

1. **Section 2.0, Paragraph titled "PAYMENT PROVISIONS" is amended to read as follows:**
"County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAA**, subject to the limitations set forth in this agreement. The total amount payable by county to CONTRACTOR under this agreement shall not exceed the sum of **\$3,259,643.00**"
2. **Section 3.0, The first sentence of paragraph titled "TERM OF AGREEMENT" is amended to read as follows:**
"The term of this Agreement is from April 27, 2021 to **June 30, 2023**, unless sooner terminated pursuant to the terms of this Agreement."
3. Exhibit **CCCC** reflects the added **\$1,804,305** and the revised total contract amount of **\$3,259,643**.
4. Exhibits **C-1, C-2** and **C-3** have been added as the budgets for each fiscal year of the total contract term.
5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #3 and shall continue in full force and effect as set forth in the Original Agreement and in Amendment #1 and Amendment #2.

6. A copy of this Amendment #3 shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

By: _____
Lori A. Medina
DSS Director

Date: _____

CONTRACTOR:

Bay Area Community Services

DocuSigned by:
By: Jamie Almanza, CEO
2CEE83C6436342A
(Chair, President, Vice-President)

(Print Name & Title)

Date: 5/26/2022 | 2:58 PM PDT

DocuSigned by:
By: Barbara MacLuliffe, CFO
9635016292C84AB
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: 5/31/2022 | 10:08 AM PDT

Approved as to Form:

DocuSigned by:
[Signature]
07025F3AA36B4A4...
Deputy County Counsel

Date: 5/31/2022 | 12:24 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney
D3834BFE61D8448...
Auditor-Controller's Office

Date: 5/31/2022 | 1:24 PM PDT

SCOPE OF SERVICES/PAYMENT PROVISIONS

BAY AREA COMMUNITY SERVICES

- A. TOTAL FUNDING:
 - \$442,448.00 HHAP Round 1
 - \$1,012,890.00 HHAP Round 2
 - \$1,230,115.00 HHAP Round 3**
 - \$ 574,190.00 PLHA Funds**
 - \$3,259,643.00 Total Funding**

- B. CONTRACT TERM: April 27, 2021- **June 30, 2023**

- C. CONTACT INFORMATION:
 - County Contract Monitor: **Denise Vienne**, Management Analyst
 Monterey County Department of Social Services
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: **(831) 755-4484** Fax: (831) 755-8477
vienned@co.monterey.ca.us

 - Contractor Information: Jaime Almanza, CEO
 Bay Area Community Services
 390 40th Street Oakland, CA 94609
 Phone: (510) 415-4672
Jalmanza@bayareacs.org

 - Location of Services: SHARE Center
 845 E. Laurel Drive Salinas, CA 93906

D. BACKGROUND
 Bay Area Community Services (BACS) has extensive history working with the chronic homeless population. The mission of BACS is to uplift under-served individuals and their families by doing “whatever it takes.” In 1953, BACS was created from a council of 11 churches in Oakland to provide social and behavioral health services to individuals in Alameda County with a mission of ‘keeping individuals connected to their communities.’ Over the last 67 years, BACS has provided supportive services to more than 100,000 people. BACS is an expert in comprehensive, integrated, and effective approaches to housing & health for complex populations. Today, BACS’ 360+ team members serve more than 12,500 people each year.

- E. 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:
 - E.1 Staff and operate the SHARE Center, a 24-hr shelter and housing navigation center located at 845 E. Laurel Drive Salinas, CA, in compliance with Exhibit E – Occupancy Terms, for the County of Monterey and the City of Salinas in a manner of the utmost cleanliness, with a Housing First, safety-first approach, and with appropriate sanitation practices including custodial services.
 - E.2 Ensure Center services are Americans with Disabilities Act (ADA) compliant.
 - E.3 Operate the Center under COVID-19 emergency orders, while in affect, including weekends and holidays.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- E.4 Ensure Center is operated as a pet friendly facility in accordance with recommended pet friendly best-practices (Exhibit F attached).
- E.5 Ensure all pets are registered with the Center.
- E.6 Ensure per owner receives and signs a pet notice of responsibility.
- E.7 Provide security on site, 24 hours, seven (7) days a week including weekends and holidays and develop a protocol to ensure the safety of staff and guests and minimize the impact of the Center on the neighboring community.
- E.8 Be responsible for implementing and enforcing a mandatory 24 hour, seven (7) days a week no-loitering policy on Center property and minimizing the potential impacts to the surrounding neighborhood and community at-large through community engagement methods.
- E.9 Not permit disruptive guests in the Center who adversely impact the peace and quiet for others.
- E.10 Not allow smoking, illegal drug use or non-supervised use of prescription drugs in the facility or on the property.
- E.11 Provide clear and concise guest use guidelines and behavioral expectations to each guest prior to entry.
- E.12 Provide informal weekly updates including capacity counts and general feedback to maintain strong communication regarding operations and services. CONTRACTOR shall notify the County immediately if the Center fills to capacity.
- E.13 Serve up to approximately 100 individuals and/or family members in the Center on any given night.
- E.14 Coordinate the provision of 3x daily meals for residents. Food may be prepared on-site and obtained through donations from faith-based organizations or other organizations. All dishes and flatware shall be cleaned each night or otherwise (if appropriate) be properly disposed of.
- E.15 Organize the sleeping arrangement into four groups: men, women, male led families with children, and female led families with children. All Salinas Fire Department regulations will be adhered to.
- E.16 Clean the interior floors each day as needed and inspect the perimeter of the Center and ensure that all trash is collected.
- E.17 Engage and actively participate in the Coalition of Homeless Services Providers to gain access to the Homeless Management Information Services (HMIS) and the Coordinated Assessment and Referral System (CARS) to collect and enter the data elements to adhere to Monterey and San Benito Counties Continuum of Care Collaborative (CA-506) policies.
- E.18 Employ a manager with at least two (2) years of shelter management experience.
- E.19 Employ Housing Navigators to support the move to permanent housing for residents.
- E.20 Ensure shower service includes daily cleaning and regularly scheduled deep-cleaning services as well as provision of basic hygiene supplies such as soap, toilet paper, and access to clean towels.
- E.21 Coordinate and issue guest satisfaction surveys to all guests shortly following intake to the program and every 6 months thereafter. Use feedback received to improve services and guest care.

F. SERVICE GOALS:

CONTRACTOR agrees to the following program service measures:

SCOPE OF SERVICES/PAYMENT PROVISIONS

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

G. TRAVEL/TRAINING REIMBURSEMENT

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

H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 CONTRACTOR shall provide a quarterly report of program outcomes using the form set forth as Exhibit A-1 Quarterly Information Report as part of the supportive documentation included with each monthly invoice detailing the following indicators:
- H.2 Number and percentage of unsheltered individuals who have been placed at the SHARE Center and subsequently entered permanent housing (including placement type and County of exit, where possible), disaggregated by race and ethnicity.
- H.3 Number and percentage of individuals connected to or maintaining enrollment in mainstream benefits, by type of benefit.
- H.4 Referral origin for persons placed into the SHARE Center.
- H.5 Number and percentage of individuals who received flexible funding assistance, and the amount spent.
- H.6 BACS shall work with staff to provide any additional data for grant reporting requirements.
- H.7 Reports shall be submitted to the County Contract Monitor as listed in Section C.

I. PAYMENT PROVISIONS

- I.1 County shall pay CONTRACTOR per the terms set forth in Exhibit B - DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 Total cost of this portion of SHARE Center project is **\$3,259,643.00**
- I.3 Details regarding payments toward this project shall be reported monthly on the Monthly Invoice in the form of Exhibit DDD.
- I.4 Maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three million two hundred fifty-nine thousand six hundred forty-three dollars and zero cents (3,259,643.00), per Exhibit CCCC, Budget.**
- I.5 CONTRACTOR shall submit original signed monthly invoices with supportive documentation to COUNTY setting forth the amount claimed by the 10th day of the

SCOPE OF SERVICES/PAYMENT PROVISIONS

month in which services were performed on the form set in Exhibit DDD. The final fiscal year invoices will be due no later than **July 10, 2023**.

- I.6 All original signed invoices shall be submitted to the County Contract Monitor as listed in Section C.

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**Monterey County Department of Social Services
SHARE Center
Budget Summary for Term: April 1, 2021 - June 30, 2023**

Exhibit CCCC

Agency Name: Bay Area Community Services

Funding Total: \$ 3,259,643.00

Expense Category	Budget Line	FTE	HHAP 1 \$442,448	HHAP 2 \$1,012,890	HHAP 3 \$1,230,115	PLHA \$574,190	Total
Operating Costs	Associate Director	0.20	\$ -	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00
Operating Costs	Program Manager	1.00	\$ 42,500.00	\$ -	\$ 10,000.00	\$ 57,500.00	\$ 110,000.00
Service Coordination	Housing Navigators/Care Coordinators	5.00	\$ 27,136.82	\$ 49,878.00	\$ 241,941.43	\$ 54,512.38	\$ 373,468.63
Operating Costs	Property Manager/Maintenance Coordinator	1.00	\$ 37,500.00	\$ -	\$ -	\$ 72,500.00	\$ 110,000.00
Service Coordination	Residential Care Coordinators	10.00	\$ 89,695.28	\$ 107,460.00	\$ 180,872.12	\$ 130,467.60	\$ 508,495.00
Service Coordination	On-Call Residential Care Coordinators		\$ 4,380.00	\$ -	\$ -	\$ -	\$ 4,380.00
Service Coordination	Employment Coordinator	1.00	\$ 13,000.00	\$ 13,000.00	\$ 21,000.00	\$ 13,000.00	\$ 60,000.00
Operating Costs	Quality Improvement Administrator	1.00	\$ 5,000.00	\$ -	\$ 63,640.00	\$ 36.05	\$ 68,676.05
Operating Costs	Kitchen Supervisor		\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs	Benefits		\$ 46,100.00	\$ 34,068.00	\$ 155,236.07	\$ 82,040.28	\$ 317,444.35
Operating Costs	IT and Lease Equipment		\$ 15,000.00	\$ -	\$ 20,000.00	\$ 15,000.00	\$ 50,000.00
Operating Costs	Staff Recruitment and Travel		\$ 15,000.00	\$ -	\$ 40,000.00	\$ 1,738.43	\$ 56,738.43
Operating Costs	Operational Supplies		\$ 20,000.00	\$ -	\$ 40,000.00	\$ 4,929.58	\$ 64,929.58
Operating Costs	Guest Food		\$ 43,790.00	\$ 20,000.00	\$ 106,173.38	\$ 53,067.82	\$ 223,031.20
Operating Costs	Maintenance and Building Health/Safety		\$ 19,000.00	\$ 26,405.00	\$ 68,667.55	\$ 15,033.34	\$ 129,105.89
Operating Costs	Utilities		\$ 24,125.90	\$ -	\$ 45,874.10	\$ 7,569.00	\$ 77,569.00
Rapid Rehousing	Flexible RRH		\$ -	\$ 670,000.00	\$ 100,000.00	\$ 15,118.42	\$ 785,118.42
Operating Costs	Indirect Expense (max 10%)		\$ 40,220.00	\$ 92,079.00	\$ 110,710.35	\$ 51,677.10	\$ 294,686.45
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
	Total		\$ 442,448.00	\$ 1,012,890.00	\$ 1,230,115.00	\$ 574,190.00	\$ 3,259,643.00

Funding Source: HHAP Round 1, HHAP Round 2, HHAP Round 3, and PLHA

Personnel & Benefits	Associate Director (0.20 FTE) Oversees operations including clinical, administrative, fiscal, and quality improvement to promote the highest element of service provision. Program Manager: (1.00 FTE) Will provide day to day management of the Navigation Center and be responsible for hiring, staff retention, program operations, budget oversight, quality control, outcomes management, administrative tasks, and any/all other managerial responsibilities. Housing Navigators/Care Coordinators: (5.00 FTE) Responsible for developing and providing high quality housing care management/ interventions and services in support of housing navigation case management. Services include strength-based case management, crisis intervention, and housing finding/access/retention. Property Manager/Maintenance Coordinator: (1 FTE) Oversee the physical operations of the Navigation center including vendor management, liaison to City/Public Works, management of cost containment, supervision of Peer Site Managers, security management, food management, etc. Residential Care Coordinators: (10 FTE, includes on-call) Provides engaging peer support in a self-help format to adults at the Interim Housing Navigation site and supports working towards housing stability in the program. The Residential Counselor uses their personal experiences as they see fit to coach individuals into the community through attending to their housing goals and plans while they are accessing the Navigation center. Employment Coordinator: (1 FTE) Provides employment services according the agency-wide evidence-based Individual Placement Support (IPS) model of workforce development services to any and all individuals in the navigation center in need of support. Quality Improvement Administrator (1 FTE) Provides direction, auditing, and analysis to compliance functions relative to quality standards to ensure that the agency is prepared for audits and meeting oversight requirements. This position is part of a strategy team for startup and/or correction of program improvements and contractual compliance standards.
Operating Costs	Includes IT and leased equipment, Facilities and Operations, meals, furniture, travel, utilities, and insurance.
Flexible RRH	Flexible funds allow for financial supports and other participant needs. Individuals will need different levels of flexible funds – some individuals will not need any, others will need minimal flex funds for items such as bus passes or a California Driver License. Some individuals will need housing flex funds, i.e. to fund a rental like a storage rental for six months; or first and last month's rent for a new home if they do not qualify for other programs, etc.
Indirect Expense (max 10%)	Administrative & Overhead Expenses: Indirect Cost Rate is 10% based off of simplified method calculated from audited financial statements. Covers Executive Leadership, Finance and Accounting, Human Resources, General Administration costs.

**Monterey County Department of Social Services
SHARE Center
FY 20-21 Budget**

Exhibit C-1

Agency Name: Bay Area Community Services

Funding Total: \$ 141,357.27

Expense Category	Budget Line	HHAP 1	HHAP 2	HHAP 3	PLHA	Total
Operating Costs	Associate Director	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs	Program Manager	\$ 18,541.66	\$ -	\$ -	\$ -	\$ 18,541.66
Service Coordination	Housing Navigators/Care Coordinators	\$ 9,231.00	\$ -	\$ -	\$ -	\$ 9,231.00
Operating Costs	Property Manager/Maintenance Coordinator	\$ -	\$ -	\$ -	\$ -	\$ -
Service Coordination	Residential Care Coordinators	\$ 39,634.79	\$ -	\$ -	\$ -	\$ 39,634.79
Service Coordination	On-Call Residential Care Coordinators	\$ 4,380.00	\$ -	\$ -	\$ -	\$ 4,380.00
Service Coordination	Employment Coordinator	\$ 3,168.00	\$ -	\$ -	\$ -	\$ 3,168.00
Operating Costs	Quality Improvement Administrator	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs	Kitchen Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs	Benefits	\$ 18,904.95	\$ -	\$ -	\$ -	\$ 18,904.95
Operating Costs	IT and Lease Equipment	\$ 7,332.90	\$ -	\$ -	\$ -	\$ 7,332.90
Operating Costs	Staff Recruitment and Travel	\$ 10,591.50	\$ -	\$ -	\$ -	\$ 10,591.50
Operating Costs	Operational Supplies	\$ 9,817.27	\$ -	\$ -	\$ -	\$ 9,817.27
Operating Costs	Guest Food	\$ 983.74	\$ -	\$ -	\$ -	\$ 983.74
Operating Costs	Maintenance and Building Health/Safety	\$ 3,912.77	\$ -	\$ -	\$ -	\$ 3,912.77
Operating Costs	Utilities	\$ 2,008.03	\$ -	\$ -	\$ -	\$ 2,008.03
Rapid Rehousing	Flexible RRH	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs	Indirect Expense (max 10%)	\$ 12,850.66	\$ -	\$ -	\$ -	\$ 12,850.66
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ 141,357.27	\$ -	\$ -	\$ -	\$ 141,357.27

**Monterey County Department of Social Services
SHARE Center
FY 22-23 Budget**

Exhibit C-3

Agency Name: Bay Area Community Services

Funding Total: \$ **1,480,115.00**

Expense Category	Budget Line	HHAP 1	HHAP 2	HHAP 3	PLHA	Total
Operating Costs	Associate Director	\$ -	\$ -	\$ 26,000.00	\$ -	\$ 26,000.00
Operating Costs	Program Manager	\$ -	\$ -	\$ 10,000.00	\$ 50,316.68	\$ 60,316.68
Service Coordination	Housing Navigators/Care Coordinators	\$ -	\$ -	\$ 241,941.43	\$ -	\$ 241,941.43
Operating Costs	Property Manager/Maintenance Coordinator	\$ -	\$ -	\$ -	\$ 63,333.34	\$ 63,333.34
Service Coordination	Residential Care Coordinators	\$ -	\$ -	\$ 180,872.12	\$ 34,350.45	\$ 215,222.57
Service Coordination	On-Call Residential Care Coordinators	\$ -	\$ -	\$ -	\$ -	\$ -
Service Coordination	Employment Coordinator	\$ -	\$ -	\$ 21,000.00	\$ 4,811.26	\$ 25,811.26
Operating Costs	Quality Improvement Administrator	\$ -	\$ -	\$ 63,640.00	\$ -	\$ 63,640.00
Operating Costs	Kitchen Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -
Operating Costs	Benefits	\$ -	\$ -	\$ 155,236.07	\$ 35,862.46	\$ 191,098.53
Operating Costs	IT and Lease Equipment	\$ -	\$ -	\$ 20,000.00	\$ 10,580.69	\$ 30,580.69
Operating Costs	Staff Recruitment and Travel	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
Operating Costs	Operational Supplies	\$ -	\$ -	\$ 40,000.00	\$ -	\$ 40,000.00
Operating Costs	Guest Food	\$ -	\$ -	\$ 106,173.38	\$ 30,136.93	\$ 136,310.31
Operating Costs	Maintenance and Building Health/Safety	\$ -	\$ -	\$ 68,667.55	\$ -	\$ 68,667.55
Operating Costs	Utilities	\$ -	\$ -	\$ 45,874.10	\$ -	\$ 45,874.10
Rapid Rehousing	Flexible RRH	\$ -	\$ -	\$ 100,000.00	\$ -	\$ 100,000.00
Operating Costs	Indirect Expense (max 10%)	\$ -	\$ -	\$ 110,710.35	\$ 20,608.19	\$ 131,318.54
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
	Total	\$ -	\$ -	\$ 1,230,115.00	\$ 250,000.00	\$ 1,480,115.00