

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:

Housing Resource Center of Monterey County

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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

Provide: Provide housing support to families who are receiving child welfare services and who are experiencing or are at risk of homelessness.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **\$ 806,961.00**

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from November 8, 2022 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a list of Exhibits

5.0 PERFORMANCE STANDARDS:

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

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

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering 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 \$500,000 per occurrence.

Agreement Over \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 Other Requirements:

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Alexa Johnson, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	60 W. Market Street, Ste. 130, Salinas, CA 93901
Address	Address
831-755-4430	831-424-9168 ext. 170
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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

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

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

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

17.3 Form: Delivery by E-Mail or Facsimile.

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

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

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

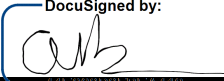
By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)


Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: 
County Counsel

Date: 10/21/2022 | 1:37 PM PDT

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10/21/2022 | 2:05 PM PDT

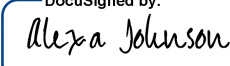
Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

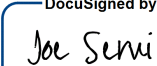
Date: _____

Housing Resource Center of Monterey County

Contractor/Business Name *

By: 
(Signature of Chair, President, or Vice-President)

Date: 10/21/2022 | 12:36 PM PDT
Name and Title

By: 
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Date: 10/21/2022 | 12:48 PM PDT
Name and Title

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

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

LIST OF EXHIBITS

Exhibit A	Scope of Services
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D-1	Invoice 22-23
Exhibit D-2	Invoice 23-24
Exhibit E	HIPPA Certification
Exhibit F	Lobbying Certification
Exhibit G	Child Abuse & Neglect Reporting

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
Family and Children's Services
 and
HOUSING RESOURCE CENTER OF MONTEREY COUNTY

Bringing Families Home Program
 November 8, 2022 – June 30, 2024

SCOPE OF SERVICES

1.0 CONTACT INFORMATION

<i>County Contract Monitor</i>	<i>Contractor</i>
<p>Chelsea Chacon, MSW Management Analyst III MCDSS, Family and Children's Services 1000 S. Main Street, Suite 206 Salinas, CA 93901 Tel: 831-755-8596 ChaconC@co.monterey.ca.us</p>	<p>Alexa Johnson Executive Director Housing Resource Center of Monterey County 60 W. Market Street, Ste. 130 Salinas, CA 93901 Tel: 831-424-9186 ext. 170 alexaj@hrcmc.org</p>

2.0 CONTRACT AWARD INFORMATION

SUBAWARD: Brining Families Home Allocation

CONTRACTOR DUNS Number: 621459010

Date County Awarded Funding: February 11, 2022

CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: \$806,961

Federal Award Description: Administration for Children and Families

Research and Development: NO

Indirect Cost Rate: N/A

3.0 PURPOSE

The purpose of this agreement is to establish a Bringing Families Home (BFH) program in Monterey County. The allocation awarded to the COUNTY through the BFH program will allow CONTRACTOR to provide housing supports to families who are receiving child welfare services and who are experiencing or are at risk of homelessness, thereby increasing family reunification and preventing foster care placements in Monterey County.

4.0 BFH ELIGIBILITY

4.1 Target Population

Monterey County families or individuals who met all three conditions:

- 4.1.1 Receive child welfare services at the time eligibility is determined;
- 4.1.2 Are homeless, at risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home, including individuals who have not received an eviction notice; and
- 4.1.3 Voluntarily agree to participate in the program.

4.2 Program Eligibility

4.2.1 Eligibility Related to Child Welfare Services

In order to be eligible for BFH, an individual or family, including but not limited to biological parents, guardians, or kinship guardians (e.g. applicable grandparents), must receive child welfare services at the time eligibility is determined. The BFH WIC Section 16523(a) defines “child welfare services” for BFH as having the same meaning as defined in WIC Section 16501. The child welfare service component types for BFH eligible families may include but are not limited to Family Reunification, Family Maintenance, Emergency Response services, or families in receipt of voluntary supervision to prevent the need for the child’s or children’s removal.

4.2.2 Eligibility Requirements Regarding Housing Status

BFH requires that the individual or family is either homeless, at risk of homelessness, or in a situation that cannot accommodate a child or multiple children in the home. These requirements are defined as follows:

4.2.2.1 Definition of “Homeless”

- 4.2.2.1.1 An individual or family who lacks a fixed, regular, and adequate nighttime residence.
- 4.2.2.1.2 An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including, but not limited to, a car, park, abandoned building, bus station, train station, airport, or camping ground.
- 4.2.2.1.3 An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including hotels or motels paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, or transitional housing.

EXHIBIT A

- 4.2.2.1.4 An individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where the individual temporarily resided.
- 4.2.2.1.5 An individual or family who will imminently lose their housing, including, but not limited to, housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by federal, state, or local government programs for low-income individuals or by charitable organizations, if any of the following criteria are met:
 - 4.2.2.1.5.1.1 The primary nighttime residence will be lost within 14 days, as evidenced by any of the following:
 - 4.2.2.1.5.1.1.1.1 A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days.
 - 4.2.2.1.5.1.1.1.2 The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days.
 - 4.2.2.1.5.1.1.1.3 Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless

EXHIBIT A

assistance that is found to be credible shall be considered credible evidence for purposes of this clause.

4.2.2.1.5.1.2 The individual or family has no subsequent residence identified.

4.2.2.1.5.1.3 The individual or family lacks the resources or support networks needed to obtain other permanent housing.

4.2.2.1.6 Unaccompanied youth and homeless families with children and youth defined as homeless under any other federal statute, as of the effective date of this program, who meet all the following:

4.2.2.1.6.1.1 Have experienced a long-term period without living independently in permanent housing.

4.2.2.1.6.1.2 Have experienced persistent instability as measured by frequent moves over that long-term period.

4.2.2.1.6.1.3 Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

4.2.2.1.7 Families may be considered homeless and lack an adequate nighttime residence pursuant to WIC Section 16523(d)(1) if individuals or families are fleeing or attempting to flee domestic violence, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family if they have no other residence and lack the resources or support to obtain other permanent housing.

4.2.2.2 Definition of “Risk of Homelessness”

A family is considered “at risk of homelessness” if they meet all three of the following requirements:

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- 4.2.2.2.1 are experiencing housing instability, defined as, housing instability that places them at risk of becoming homeless including those who have not yet received an eviction notice;
- 4.2.2.2.2 have no subsequent permanent residence secured; and
- 4.2.2.2.3 lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

4.2.2.3 Definition of “Living Situation that Cannot Accommodate a Child”

A living situation cannot accommodate a child or multiple children if it meets all three of the following requirements:

- 4.2.2.3.1 the parent or guardian’s nighttime residence would not be an adequate or appropriate long term housing placement for a child or children due to living situations that jeopardize the physical health, mental health, safety and/or well- being of the child, as well as situations where a lease, living arrangement, or because tenancy would be terminated for the family if the child or children were to live in the home;
- 4.2.2.3.2 have no subsequent permanent residence secured, and;
- 4.2.2.3.3 lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

4.2.2.4 At-Risk Self-Attestation

Families and individuals shall be allowed to self-attest that they meet the definition of “at risk of homelessness” set out in this section, including that the living situation cannot accommodate a child or children. No additional verification or documentation demonstrating that a family meets the definition of “at risk of homelessness” is needed; CONTRACTOR shall not require further evidence for the purposes of BFH enrollment. This self-determination assumes that families in receipt of child welfare services are likely already more vulnerable to homelessness than the general population.

4.2.3 Screening and Prioritization

WIC Section 16523.1(c)(2)(A), requires “an assessment of each family’s housing and service needs, including a plan to assist them in meeting those needs, using an assessment tool developed in the local community or an assessment tool used in other jurisdictions.” BFH applications shall be screened and prioritized as follows:

4.2.3.1 Risk of further child welfare needs

- 4.2.3.1.1 Families with open dependency cases

Monterey County families who have an open Juvenile Dependency case at the time of referral shall be given the highest priority as these families are at the highest risk of further child welfare needs.

4.2.3.1.2 Families with open voluntary cases

Monterey County families who have open voluntary cases with Family and Children’s Services shall be given the second highest priority as children with open voluntary cases are at the highest risk of entering foster care.

4.2.3.1.3 Families with open emergency response referrals

Monterey County families who have open emergency response referrals shall be given the lowest priority as homelessness alone does not require child welfare to continue to be involved with the family.

4.2.3.2 Assessment of housing instability

4.2.3.2.1 Families with open dependency cases

COUNTY shall ensure a Child and Adolescent Needs and Strengths (CANS) assessment has been completed for every family referred to the BFH program. The CANS includes an assessment of the caregiver’s residential stability defined by the following scores:

0. No evidence; this could be a strength
1. History or suspicion; monitor; may be an opportunity to build
2. Interferes with functioning, action needed
3. Disabling, dangerous; immediate or intensive action needed.

Families with open dependency cases shall be prioritized by their CANS score in the caregiver resources and needs domain, (3) being the highest priority.

4.2.3.2.2 Families with open voluntary cases

COUNTY shall ensure a CANS assessment has been completed for every voluntary family referred to the BFH program. The CANS includes an assessment of the caregiver’s residential stability defined by the following scores:

0. No evidence; this could be a strength

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1. History or suspicion; monitor; may be an opportunity to build
2. Interferes with functioning, action needed
3. Disabling, dangerous; immediate or intensive action needed.

Families with voluntary cases shall be prioritized by their CANS score in the caregiver resources and needs domain, (3) being the highest priority.

4.2.3.2.3 Families with open emergency response referrals

CONTRACTOR assess housing status and conduct a CARS assessment if appropriate and needed. Families with open emergency response referrals shall be prioritized by CARS assessment score.

4.2.3.3 Health and safety of the child's living situation

The health and safety of the child's living situation shall be assessed by the Child and Family Team (CFT) and discussed at the CFT meeting. The CFT shall determine if there is an immediate risk to the child's health or safety that can be mitigated by housing services. These cases shall be identified as "emergency referrals" submitted to CONTRACTOR.

5.0 RAPID REHOUSING SERVICES

CONTRACTOR shall utilize Rapid Rehousing (RRH) services across the full continuum of housing service needs to meet the varied needs of families. RRH is an evidence-based housing model that is designed to help individuals and families to quickly exit homelessness, return to housing in the community, and not become homeless again in the near term. Services are provided, as needed, until a family achieves housing stability or is transitioned to other longer-term housing support programming if needed.

5.1 Core Service Components

CONTRACTOR shall provide the following core service components:

5.1.1 Housing-Related Case Management

5.1.1.1 Case management should be person-centered, trauma informed, and provided in a manner consistent and in coordination with the child welfare service.

5.1.1.2 The case management and housing services plan may include, but is not limited to, the following activities to assist BFH participants in achieving and maintaining housing stability:

5.1.1.2.1 developing a trusting relationship which utilizes appropriate cultural/linguistic supports and adaptations;

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- 5.1.1.2.2 coordinating all components of a family’s housing service plan;
 - 5.1.1.2.3 coordinating with the child welfare case manager and court-ordered service plans
 - 5.1.1.2.4 working with family and community to identify any and all available supports related to housing stability;
 - 5.1.1.2.5 providing various forms of in-depth problem solving related to housing stability including but not limited to housing-budget development;
 - 5.1.1.2.6 assisting families in applying for other public assistance benefits to support housing stability, including assistance in accessing rent relief programs such as Emergency Rental Assistance Program;
 - 5.1.1.2.7 assisting families in accessing physical and behavioral health services in order to support housing stability; and
 - 5.1.1.2.8 providing connections to benefits advocacy programs, workforce development programs, and/or access to other low-cost resources in order for BFH families to achieve or maintain housing stability.
- 5.1.1.3 Housing-related case management should complement and coordinate with, but not replace or supplant, child welfare service plans, including court-ordered case plans.
- 5.1.1.4 A family or individual’s participation in BFH case management is voluntary, and clients should not be penalized or dis-enrolled from BFH due to failure to attend appointments or meet with a case manager.
- 5.1.1.5 The BFH case management and support may extend beyond child welfare case management in support of housing retention and family stability.
- 5.1.1.6 If reunification or maintenance is successful, families may need to continue receiving BFH support to achieve housing stability.
- 5.1.1.7 If reunification is not successful, it is expected that programs will transition the individual or family off of BFH services and complete a warm handoff for other resources and services in the community.
- 5.1.2 Housing Navigation
- Housing navigation assists participating individuals and families in finding, applying for, securing, and moving into, interim and permanent housing, as needed. Housing navigation should also employ evidence-based tools, such as person-centered, trauma-informed care. Housing navigation services shall include, but are not limited to:

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- 5.1.2.1 landlord engagement, including outreach and appreciation events to recruit landlords to work with BFH families;
 - 5.1.2.2 searching for housing based on family's housing preferences and needs, as well as ensuring safety and habitability for children;
 - 5.1.2.3 building a resource list of available units and referring families to unit availability, according to their preferences for both interim and permanent housing options;
 - 5.1.2.4 transportation to housing location activities;
 - 5.1.2.5 assistance in completing housing applications and documentation as needed including but not limited to: preparing for the application process; assistance with advocating with landlords on behalf of the households; attending meetings between the landlord and the household to assist; and attending/supporting the lease signing and understanding tenant requirements and rights through the process.
 - 5.1.2.6 coordination with the local public housing authority and advocating for availability of affordable housing vouchers for BFH families;
 - 5.1.2.7 ensuring quality of housing placements; and
 - 5.1.2.8 assistance in making connections to permanent supportive housing.
- 5.1.3 Housing-Related Direct Financial Assistance
- 5.1.3.1 Direct financial assistance includes any cost paid out on behalf of the participant related to securing or maintaining housing. Examples include, but are not limited to, any of the following:
 - 5.1.3.1.1 costs associated with rental assistance
 - 5.1.3.1.2 rental back pay and arrearages
 - 5.1.3.1.3 application fees
 - 5.1.3.1.4 landlord incentives
 - 5.1.3.1.5 security and utility deposits
 - 5.1.3.1.6 first and last months' rent
 - 5.1.3.1.7 interim housing, including hotel/motel stays or master-leased units
 - 5.1.3.1.8 emergency shelter
 - 5.1.3.1.9 emergency financial assistance toward a specific crisis threatening housing stability provided pursuant to evidence-based practices in homeless assistance and prevention

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- 5.1.3.1.10 provision of basic housing items and resources to make the home habitable to obtain/maintain housing stability (i.e., furniture and appliances)
- 5.1.3.1.11 time-limited transportation vouchers necessary to obtain or maintain housing stability
- 5.1.3.1.12 costs associated with moving or relocating, including storage fees for a reasonable period of time, if needed
- 5.1.3.1.13 costs associated with supportive housing
- 5.1.3.2 Direct financial assistance in the program budget should be maximized to ensure that families are provided housing or prevented from entering homelessness as quickly as possible.
- 5.1.3.3 Assistance with interim housing, including but not limited to hotel, motel or bridge housing, should be available until permanent housing is available and should include housing navigation services to ensure participants are able to move into permanent housing as quickly as possible.
- 5.1.4 Housing Stabilization
 - 5.1.4.1 Housing stabilization includes ongoing tenant engagement, case management, public systems assistance, legal services, credit repair assistance, life skills training, and conflict mediation with landlords and neighbors.
 - 5.1.4.2 Housing stabilization services ensure, once housed, a family's housing is safe, sustainable, and supports the safety and well-being of children. It is often delivered in conjunction with direct financial assistance.
 - 5.1.4.3 Housing stabilization services and assistance may include, but are not limited to, any of the following:
 - 5.1.4.3.1 provision or referral to legal assistance
 - 5.1.4.3.2 eviction prevention
 - 5.1.4.3.3 referral to life skills training
 - 5.1.4.3.4 tenant education and engagement
 - 5.1.4.3.5 public systems assistance
 - 5.1.4.3.6 conflict mediation with landlords and neighbors
 - 5.1.4.3.7 credit repair
 - 5.1.4.3.8 referral to employment services or benefits advocacy
 - 5.1.4.3.9 referrals to cultural and linguistic supports and services

6.0 HOUSING FIRST

- 6.1 CONTRACTOR must operate in accordance with Housing First. Housing First means that individuals should be connected to housing or housing supports immediately without preconditions and unnecessary barriers.
- 6.2 While CONTRACTOR must actively engage eligible families to participate in services, participants may choose not to participate, making service participation voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that some may interpret as a lack of “housing readiness.”
- 6.3 CONTRACTOR shall monitor the elements of the Housing First Self-Assessment for continuous program improvement. The elements of the self-assessment include:
- 6.3.1 Low barrier entry
Program enrollment is not contingent on pre-requisites such as sobriety, treatment or behavioral contingencies, disability status, income, credit or rental history, or any other behaviors that might be interpreted as indicating a lack of “housing readiness.”
 - 6.3.2 Intake process is expedited, client-centered, and flexible
Case managers meet with participants quickly and clearly communicate program expectations and offerings upon enrollment and throughout program.
 - 6.3.3 Access to housing is without preconditions
Program compliance and participation in services is not a condition of receiving or maintaining housing and participation is voluntary.
 - 6.3.4 Families are connected to permanent housing as early as possible in case planning
Participants are offered quick access to rapid re-housing assistance, including housing identification, rent and move-in assistance, and case management.
 - 6.3.5 Interim housing interventions are offered
Interim Housing Interventions (e.g., temporary housing, bridge housing, motels) are offered if permanent housing is not immediately available. If interim housing interventions are used there is a focus on safe and quick transitions to permanent housing.
 - 6.3.6 Participants are provided services that are evidence-based and client-centered
When engaging clients, evidence-based models are used (e.g., motivational interviewing, client-centered counseling, harm-reduction, trauma informed care). Clients’ needs are continuously being assessed with the case plan being updated and communication is clear and ongoing.

6.3.7 Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants.

Participants receive education about their lease or occupancy agreement terms.

6.3.8 Every effort is made to prevent a return to homelessness

Every effort is made to prevent a return to homelessness, including but not limited to rehousing. The BFH provider has protocols for how to work with families and landlords to prevent lease violations and preserve tenancy (e.g., tenant rights classes, landlord check ins, home visits). Services are continued despite change in housing status or placement.

7.0 STAFFING

7.1 Executive Director (0.1 FTE)

- 7.1.1 Oversees expenditures of each program and assures funding remains on schedule to be spent
- 7.1.2 Assists Program Manager in contract compliance
- 7.1.3 Applies for grants to meet the additional needs of the program, not covered in the contract
- 7.1.4 Collaborates with Landlord Outreach Coordinator

7.2 Finance Director (0.1 FTE)

- 7.2.1 Organizes financial reports for application renewals
- 7.2.2 Completes monthly invoicing for all programs

7.3 Accounting Support (0.1 FTE)

- 7.3.1 Maintains all financial record of payments via Quickbooks
- 7.3.2 Issues payments on behalf of tenants and vendors
- 7.3.3 Organizes documents in preparation for annual reviews and audits

7.4 Program Manager (0.1 FTE)

- 7.4.1 Provides direct oversight of BFH Case Manager and Housing Specialist.
- 7.4.2 Attends monthly BFH meetings with staff to conduct case conferencing
- 7.4.3 Manages referrals and waitlist
- 7.4.4 Approves finances for BFH clients, ensuring expenses meet contract criteria
- 7.4.5 Assures CONTRACTOR follows contract compliance

7.5 BFH Case Manager (1.0 FTE)

- 7.5.1 The BFH Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer.
- 7.5.2 Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
- 7.5.3 Provide housing case management services outlined in section 5.1.1.

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- 7.5.4 Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
- 7.5.5 Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
- 7.5.6 Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment.
- 7.5.7 Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
- 7.5.8 Provide bi-lingual (English-Spanish) case management services either directly or through the use of a translator.
- 7.5.9 Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
- 7.5.10 Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.

7.6 BFH Housing Specialist (1.0 FTE)

- 7.6.1 The BFH Housing Specialist shall provide the housing navigation services outlined in section 5.1.2., the direct financial services outlined in section 5.1.3, and the housing stabilization services outlined in section 5.1.4.
- 7.6.2 The Housing Specialist shall identify and obtain subsidized temporary shelter for homeless families the same day as the customer attends and completes the intake and assessment.
- 7.6.3 The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.
- 7.6.4 Housing Specialist services will be provided weekly to each BFH customer referred.

8.0 DATA REPORTING

Data collection, progress monitoring, and outcome reporting are essential and mandatory elements of BFH. Data needs should be considered when deciding on staffing, training, and program design. Successful data integration goes beyond completing program data reports and requires building relationships with Homeless Management Information System (HMIS) administrators, service providers, and other entities that are part of the data integration process.

8.1 Bringing Families Home Monthly Data Report

- 8.1.1 CONTRACTOR shall track individual level and aggregate data on a monthly basis including the following:

- 8.1.1.1 Name of caretaker and children

8.1.1.2 HMIS ID

8.1.1.3 Date of BFH approval

8.1.1.4 Where household slept the night prior to approval (unsheltered, staying with family/friends, imminent threat of losing housing, motel/hotel, shelter, inpatient treatment, incarceration, other temporary shelter – explain)

8.1.1.5 The household's self-reported annual gross income (round to nearest dollar)

8.1.1.6 Indicate if any of the following are a barrier to housing entry:

- 8.1.1.6.1 Poor credit
- 8.1.1.6.2 Past evictions
- 8.1.1.6.3 Criminal record
- 8.1.1.6.4 Poor rental history
- 8.1.1.6.5 Insufficient income
- 8.1.1.6.6 Other (explain)

8.1.1.7 Indicate if any of the following are a barrier to housing retention:

- 8.1.1.7.1 Substance abuse
- 8.1.1.7.2 Physical health
- 8.1.1.7.3 Mental health
- 8.1.1.7.4 Insufficient income
- 8.1.1.7.5 Other (explain)

8.1.2 CONTRACTOR shall collect information on the BFH household's housing, which includes the following:

8.1.2.1 Date the household entered temporary housing for the first time while in BFH.

8.1.2.2 Type of temporary housing (motel, shelter, shared housing, inpatient treatment, bridge housing, or other – explain).

8.1.2.3 Date household entered permanent housing.

8.1.2.4 Type of housing intervention household received (rapid rehousing, permanent supportive housing, or other – explain).

8.1.2.5 Type of permanent housing (single-family apartment, single-family house, single-family trailer/mobile home, shared housing, other – explain).

8.1.2.6 Zip code of household's permanent housing

8.1.2.7 Date of change

8.1.3 CONTRACTOR shall track the BFH household's housing status change. This is only to be done after they have been permanently housed and data has been provided in section 8.1.2. Housing status changes include:

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- 8.1.3.1 Date of the change of the household's housing status.
- 8.1.3.2 Current housing at last check-in (unhoused/homeless, temporary housing, permanent housing, change in permanent housing).
- 8.1.4 CONTRACTOR shall collect and report on expenditures spent on behalf of the BFH family during the report period. This includes a dollar amount of assistance issued to a household for the following:
 - 8.1.4.1 Temporary housing.
 - 8.1.4.2 Permanent housing.
 - 8.1.4.3 Deposits
 - 8.1.4.4 Credit repair
 - 8.1.4.5 Payments in arrears
 - 8.1.4.6 Other expenditures (explain)
- 8.1.5 CONTRACTOR shall collect information on BFH household exits from the program. This includes the following:
 - 8.1.5.1 Date the household exists the BFH program
 - 8.1.5.2 Household situation/types at exist (permanent housing, temporary housing, community provided housing, homeless, never housed, retained housing (imminent risk), or unknown).
 - 8.1.5.3 Reasons for exit (achieved housing stability, requested discontinuance - explain, self-resolved, CWS closed/FR failed - explain, ceases to engage, transition to non-BFH housing intervention, or other – explain).
 - 8.1.5.4 Type of intervention the household had at exit (RRH, FUP voucher, Housing choice voucher, or other – explain).
 - 8.1.5.5 Household's self-reported annual gross income
 - 8.1.5.6 Lost permanent housing and returned to homelessness. Include time spent in permanent housing.
- 8.1.6 CONTRACTOR shall provide the following comments (if applicable):
 - 8.1.6.1 Explain any major fluctuations in data, including major changes in procedures, programming or staffing that have affected the data.
 - 8.1.6.2 Provide any other comments
- 8.1.7 CONTRACTOR acknowledges that data elements may change depending on requirements issued by CDSS. CONTRACTOR shall update data tracking as needed.
- 8.1.8 CONTRACTOR shall provide a monthly report to the COUNTY by the 10th day of the month following the month in which services were performed using secure email.

8.2 Homeless Management Information System

CONTRACTOR shall ensure participants served by BFH are entered into Monterey County's HMIS.

8.3 Assembly Bill 977 Data Reporting Requirements

8.3.1 Beginning January 1, 2023, CONTRACTOR shall enter the Universal Data Elements (Items 3.01-3.917) and the Common Data Elements (Items 4.02-4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the United States Department of Housing and Urban Development Homeless Management Information System Data Standards.

8.3.2 CONTRACTOR should follow United States Department of Housing and Urban Development (HUD) guidance on HMIS project set-up for BFH as an HMIS project and collect the appropriate data elements and collaborate with Monterey County's CoC HMIS lead to ensure proper project setup.

8.4 Formal Statewide Evaluation

8.4.1 CONTRACTOR shall participate in activities related to any formal BFH evaluation, such as submitting data and logic models, conducting data reviews and cleaning, or participating in interviews, surveys and focus groups.

8.5 Program Performance and Evaluation

8.5.1 CONTRACTOR shall regularly measure, monitor, and communicate program impact and performance. CONTRACTOR shall provide semi-annual reports to COUNTY that track progress on process and outcomes metrics such as, but not limited to:

8.5.1.1 Number of families referred and approved for BFH

8.5.1.2 Number of families permanently housed who retain housing for 6 and 12 months

8.5.1.3 Child welfare service component changes while families are enrolled in BFH

8.5.1.4 Number of families with improved service receipt and connection in BFH

8.5.1.5 Participant satisfaction metrics

8.5.1.6 Time between referral and enrollment

8.5.1.7 Time between enrollment and placement in interim housing

8.5.1.8 Number of participants housed at program exit

8.5.1.9 Client stories and other qualitative information

8.5.1.10 Equity data, including:

8.5.1.10.1 race and ethnicity of participants,

- 8.5.1.10.2 disability status of participants,
- 8.5.1.10.3 sexual orientation and gender identity of participants,
- 8.5.1.10.4 primary language of participants, and
- 8.5.1.10.5 geographic location/distribution where housing is preserved or obtained

9.0 CONTRACTOR RESPONSIBILITIES

CONTRACTOR agrees to collaborate with the COUNTY and utilize the Core Practice Model (CPM) as a guide for service provision. Following the CPM framework, CONTRACTOR shall:

9.1 Engagement

- 9.1.1 Provide rapid rehousing services listed in section 5.0 in a trauma-informed and client-centered manner.
- 9.1.2 Incorporate motivational interviewing and trauma-informed care to build relationships with a parent or guardian.
- 9.1.3 Operate in accordance with Housing First section 6.0.

9.2 Inquiry/Exploration

- 9.2.1 Review demographic data of child welfare and BFH participants and understand how program demographics compare to the racial and ethnic makeup of low income, unhoused families, and/or families in receipt of child welfare services. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.
- 9.2.2 Utilize and track data to inform equitable services for families of marginalized populations including Black and Indigenous children who are overrepresented in the child welfare system.
- 9.2.3 Seek meaningful input and participation from current and former BFH recipients, including recipients of color, that go beyond identifying disparities to try to identify causes of such disparities from individuals with lived experiences
- 9.2.4 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for clients of the BFH program.

9.3 Advocacy

- 9.3.1 Commit to addressing racial disproportionality for people experiencing homelessness and ensuring equitable provision of services for Black and Indigenous individuals and other people of color who are disproportionately impacted by homelessness.

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- 9.3.2 Operate the BFH program in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”

9.4 Teaming

- 9.4.1 Work with the COUNTY to complete a Housing First Self-Assessment when requested by California Department of Social Services and create a Housing First Improvement Plan to improve service provisions.
- 9.4.2 Collaborate and coordinate with the greater homelessness response system, including participation in the local homeless Continuum of Care and coordinated entry system.
- 9.4.3 Collaborate with the Housing Authority of the County of Monterey (HACM) to utilize any available housing vouchers, such as the Family Unification Program vouchers or other housing resources offered by HACM to provide housing to eligible BFH families.
- 9.4.4 Participate with the COUNTY in technical assistance opportunities provided by CDSS to help address racial equity within BFH programming and discuss strategies for strengthening outreach, case management, housing navigation, prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, data collection, performance monitoring and improving collaboration with the local homelessness response system.
- 9.4.5 Participate in monthly meetings and as needed with COUNTY.
- 9.4.6 Participate in CFT meetings as appropriate.

9.5 Accountability

- 9.5.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.
- 9.5.2 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer’s unavailability.
- 9.5.3 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.
- 9.5.4 Provide emergency intake and assessments within two (2) business days of receiving a request from the COUNTY.
- 9.5.5 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

- 9.5.6 Provide timely data reports listed in section 8.0. Provide the monthly data report to the COUNTY by the 10th day of the month following the month in which services were performed using secure email.

10.0 COUNTY RESPONSIBILITIES

COUNTY agrees to collaborate with the CONTRACTOR in an effort to integrate services and utilize the Core Practice Model (CPM) as a guide for service provision. Following the CPM framework, COUNTY shall:

10.1 Engagement

- 10.1.1 Respond to any inquiries from CONTRACTOR regarding a referral or placement.
- 10.1.2 Share any changes in customer status or circumstances that impact CONTRACTOR.
- 10.1.3 Participate in monthly meetings and as needed with CONTRACTOR and/or customer.

10.2 Inquiry/Exploration

- 10.2.1 Review demographic data of child welfare and BFH participants and understand how program demographics compare to the racial and ethnic makeup of low income, unhoused families, and/or families in receipt of child welfare services. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.
- 10.2.2 Utilize and track data to inform equitable services for families of marginalized populations including Black and Indigenous children who are overrepresented in the child welfare system.
- 10.2.3 Monitor open cases to ensure client's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

10.3 Advocacy

- 10.3.1 Manage and monitor waitlist as needed.
- 10.3.2 Provide referrals to CONTRACTOR in a timely manner to ensure compliance with Housing First. COUNTY shall include Release of Information signed by the family as part of the referral process. COUNTY shall also include a copy of the family's case plan, if applicable, to CONTRACTOR.

10.4 Teaming

- 10.4.1 Work with the CONTRACTOR to complete a Housing First Self-Assessment when requested by California Department of Social Services and create a Housing First Improvement Plan to improve service provisions.
- 10.4.2 Participate with CONTRACTOR in technical assistance opportunities provided by CDSS to help address racial equity within BFH programming

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and discuss strategies for strengthening outreach, case management, housing navigation, prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, data collection, performance monitoring and improving collaboration with the local homelessness response system.

- 10.4.3 Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated BFH-17 monthly reporting requirements.
- 10.4.4 Provide participant case plans to CONTRACTOR, when available, to prevent a duplication of case management services.
- 10.4.5 Provide CONTRACTOR child welfare data elements that are required for eligibility and tracking purposes.
- 10.4.6 Invite CONTRACTOR to CFT meetings as appropriate.

10.5 Accountability

- 10.5.1 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.
- 10.5.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.
- 10.5.3 Provide emergency intake and assessments within two (2) business days of receiving a request from the COUNTY.
- 10.5.4 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

11.0 PERFORMANCE GOALS

- 11.1 Provide rapid rehousing and BFH services to support and place 20 families into permanent housing per year.
- 11.2 75% of all referred customers are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the customer referral from COUNTY.
- 11.3 50% of all customers who attend and successfully complete the intake and assessment and fully participate in program's services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

12.0 FISCAL PROVISIONS**12.1 Budget**

- 12.1.1 The total amount payable by COUNTY to CONTRACTOR for the period November 8, 2022 - June 30, 2023 shall not exceed **three hundred forty-seven thousand, eight hundred forty dollars (\$347,840)**.

EXHIBIT A

12.1.2 The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2023 - June 30, 2024 shall not exceed **four hundred fifty-nine thousand, one hundred twenty-one dollars (\$459,121)**.

12.1.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **eight hundred six thousand, nine hundred sixty-one dollars (\$806,961)** as outlined in the Budget (**Exhibit C**).

12.2 Invoicing

CONTRACTOR shall submit a monthly invoice and supporting documentation within 10 days following the end of the billing month. The invoice shall be submitted in the format presented in **Exhibits D-1 and D-2**.

12.3 Reimbursement

COUNTY shall reimburse the CONTRACTOR pursuant to Exhibit B, Section I. **PAYMENT BY COUNTY**.

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**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on **July 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.**

1.03 Allowable Costs: Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

1.05 Payment in Full:

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

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

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

II. PERFORMANCE STANDARDS & COMPLIANCE

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

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

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

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

2.05 Remedies for Inadequate Service Levels:

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.
- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its

EXHIBIT B

failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.

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

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

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

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

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

III. CONFIDENTIALITY

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

information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

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

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

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

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

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);

EXHIBIT B

- **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
- **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
- **Monterey COUNTY Code**, Chap. 2.80.;
- **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
- **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
- **California Equal Pay Act**, Labor Code Sec.1197.5.
- **California Government Code** Section 4450;
- **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
- **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6.**
- **California Code of Regulations, Title 24, Section 3105A(e)**
- **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

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

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

EXHIBIT B

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

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

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

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

V. CONTRACT ADMINISTRATORS

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

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

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VII. APPEAL PROCESS

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

- A. CONTRACTOR shall first discuss the problem informally with the designated DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.
- B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.
- C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).
- D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.
- E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

**Monterey County Bringing Families Home Budget
Housing Resource Center
Fiscal Year 2022-2023 and 2023-2024**

Exhibit C

		FY 22/23 Budget		FY 23/24 Budget
EXPENSES		FTE	Total	Total
Payroll				
Executive Director		0.10	7,826	8,696
Finance Director		0.10	4,348	4,348
Accounting Support		0.10	4,348	4,348
BFH Program Manager		0.10	9,361	13,043
BFH Case Manager		1.00	39,000	54,083
BFH Housing Specialist		1.00	39,000	54,083
Total		2.40	\$103,883	\$138,601
	Benefits @ 15%		15,582	20,790
Total Payroll			\$119,465	\$159,391
OPERATIONS				
Operating Costs				
Human Resources			1,000	500
Insurance			1,000	1,500
Meetings and Travel			500	750
Rent			6,750	9,000
Supplies			500	1,000
Telephone and Internet			944	1,250
IT Equipment and Software			3,000	1,000
Total Operating Costs			\$13,694	\$15,000
Direct Financial Assistance to Families			\$214,681	\$284,730
Total Operations			\$228,375	\$299,730
Total Payroll			\$119,465	\$159,391
Total Expense (\$806,961)			\$347,840	\$459,121

EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Privacy Rule”); and

WHEREAS, CONTRACTOR and COUNTY have entered into an Agreement (“the Agreement”) to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

CONTRACTOR acknowledges and agrees that all Protected Health Information that is created or received by COUNTY and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by COUNTY, or its operating units, to CONTRACTOR or is created or received by CONTRACTOR on COUNTY’s behalf shall be subject to this Certification.

II. CONFIDENTIALITY REQUIREMENTS

EXHIBIT E

- (a) CONTRACTOR agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement ,(if consistent with this Certification and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.
- (c) CONTRACTOR will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Certification. The Secretary of Health and Human Services shall have the right to audit CONTRACTOR's records and practices related to use and disclosure of Protected Health Information to ensure

EXHIBIT E

COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, CONTRACTOR agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to the Agreement do not intend to create any rights in any third parties. The obligations of CONTRACTOR under this Section shall survive the expiration, termination, or cancellation of this Certification and/or the Agreement, and/or the business relationship of the parties, and shall continue to bind CONTRACTOR, its agents, employees, contractors, successors, and assigns as set forth herein.

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

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

EXHIBIT E

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

CONTRACTOR:

DocuSigned by:
By: Alexa Johnson
5471AF831755438...

Title: _____


Date: 10/21/2022 | 12:36 PM PDT

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DocuSigned by:

5471AF831755438...

Signature Title

10/21/2022 | 12:36 PM PDT

Agency/Organization Date

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

CONTRACTOR hereby acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.

DocuSigned by:
Alexa Johnson
5471AF831755438...
Authorized Signature

10/21/2022 | 12:36 PM PDT

Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.