

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF MONTEREY AND
HOUSING RESOURCE CENTER OF MONTEREY COUNTY**

THIS AMENDMENT NO. 1 is made to PROFESSIONAL SERVICES AGREEMENT by and between **Housing Resource Center of Monterey County** hereinafter "CONTRACTOR", and the **County of Monterey**, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to utilize funds to provide interim hotel stay services to Proposition 47 clients and their families.

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

1. EXHIBIT A: SCOPE OF SERVICES/PAYMENT PROVISIONS is replaced by EXHIBIT A-1 SCOPE OF SERVICES/PAYMENT PROVISIONS. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.
2. This AMENDMENT NO. 1 is effective September 29, 2020.
3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
4. This Amendment maintains the current contract amount of \$968,759.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on June 16, 2020.

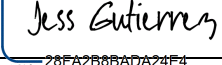
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 1 to Professional Services Agreement as of the day and year written below.

COUNTY OF MONTEREY


CONTRACTOR

Housing Resource Center of Monterey County

By: _____
Contracts/Purchasing Officer
Date: _____
By: 
Department Head (if applicable)
Date: 10/6/2020 | 11:08 AM PDT

By: _____
Contractor's Business Name*


(Signature)*
Jess R. Gutierrez, Interim ED
Name and Title
Date: 10/1/2020 | 1:25 PM PDT

Approved as to Form ¹
By: 
County Counsel
Date: 10/5/2020 | 4:23 PM PDT

By: 

(Signature)*
Monica Kim, Secretary
Name and Title
Date: 10/2/2020 | 5:14 PM PDT

Approved as to Fiscal Provisions²
By: 
Auditor/Controller
Date: 10/5/2020 | 5:21 PM PDT

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹ Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

² Approval by Auditor-Controller is required

³ Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-1: SCOPE OF SERVICES

HOUSING RESOURCE CENTER (HRC) OF MONTEREY COUNTY

IDENTIFICATION OF PROVIDER

Housing Resource Center of Monterey County
Jess R. Gutierrez, Interim Executive Director
201 A John St Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187
ed@hrcmc.org

BACKGROUND

Housing Resource Center provides administrative and long-term housing subsidy funding including housing case management, program housing search, placement support, and rental subsidies for eligible Monterey County residents.

PROGRAM NARRATIVE

CONTRACTOR shall provide staff and services to perform intake, case management, housing assessment, housing search, placement, and on-going housing subsidy payments for up to 10 eligible Proposition 47 clients and their families per year.

PROGRAM GOALS (Per Fiscal Year):

1. Provide long-term permanent housing and housing navigation services to support and place 10 eligible Proposition 47 clients and their families into permanent housing.
2. 75% of all referred clients are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the client referral from MCBHB or Sun Street Centers.
3. 50% of all clients 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 twelve (12) weeks of their intake and assessment appointment.
4. A minimum of 75% of clients placed in permanent housing shall be South County residents.

**Changes to program goals shall be at the discretion of the designated Prop 47 Project Director.*

SERVICES TO BE PROVIDED

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. The CONTRACTOR shall:

1. Administration
 - a. Provide programmatic oversight of CONTRACTOR staff responsibilities and deliverables as provided under this Agreement.
 - b. Monitor the programs through established processes and in compliance with applicable city, county, state, federal and Board of State Community Corrections (BSCC) regulations as provided by the Proposition 47 Project Director.
 - c. Hold regularly scheduled case review meetings, no less than monthly, with internal program and COUNTY staff to review active cases and ensure adequate program operations.

- d. Invite COUNTY partners to attend the regularly scheduled case review meetings.
 - e. Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.
 - i. Identification and response shall be captured in written communication.
 - ii. Corrective actions shall be agreed upon by both parties.
 - iii. Corrective actions shall be implemented as soon as deemed possible by both parties.
 - f. Ensure appropriate staffing to support the administration and service provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence, or staffing changes. Participate in regularly held Prop 47 Stakeholder meetings and Provider meetings as required by the Bureau of State and Community Corrections (BSCC).
 - g. CONTRACTOR shall comply with the Board of State Community Corrections (BSCC) Project access and program records requirements including ensuring that the COUNTY and BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period. Access to program records will be made available by CONTRACTOR for a period of three (3) years following the end of the project period.
2. Tracking & Reporting
- a. Maintain an ongoing and accurate secure program database that includes at minimum the C-IV Client Identification Number, C-IV Case Number, Client Last Name, Client First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Final Outcome, Comments, and Monthly Progress Updates.
 - b. Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10th day of the month following the month in which services were performed using secure email.
 - c. Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.
 - d. Individual participant demographic data will be collected and tracked for each participant from referral to discharge. Collected data shall include date of entry, services received, outcome of service delivery, related participant expenditures and follow-up services.
3. Intake & Assessment
- a. Accept client referrals provided by the COUNTY and within three (3) business days using secure electronic mail confirm receipt of the referral, Case Manager assigned, and the date the client is scheduled to attend an intake and assessment or information that an attempt to reach the client has been made.
 - b. Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.

- c. Schedule newly referred clients to attend a comprehensive intake and assessment within five (5) days of receiving a client referral from COUNTY barring the client's unavailability.
- d. Provide emergency intake and assessments as requested by COUNTY to serve clients that require immediate shelter and are "homeless." People can be categorized as homeless if they are: living on the streets; moving between temporary shelters, including houses of friends, family and emergency accommodation; living in private boarding houses without a private bathroom and/or security of tenure.
 - i. All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.
- e. Develop, maintain, and provide program participant rules and expectations to each referred client during the comprehensive intake and assessment process.
- f. Ensure that each comprehensive intake and assessment includes, but is not limited to:
 - i. A formal contact (in person, phone call, email, or letter) with the client to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.
 - ii. The formal contact shall include a list of verification items the client is required to bring to their intake and assessment appointment.
 - iii. Completion of Release of Information Form if not provided at time of COUNTY referral.
 - iv. One (1) additional formal contact (in person, phone call, email or letter) to remind the client about the appointment and the verification items required.
 - v. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the comprehensive intake and assessment.
 - vi. Verbal and written instructions for completion of CONTRACTOR'S program application materials.
 - vii. Delivery and discussion of the program participant rules and expectations.
 - viii. A thorough family assessment to determine the family size and housing needs to include, but not limited to, housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).
 - ix. A thorough financial assessment to include a comparison of all available family income and expenses.
 - x. Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage clients to pay for as much of their own housing as possible.
 - xi. Development of a thorough housing plan to include hours for weekly housing search, short-term and long-term housing goals, along with

projected milestone dates for housing applications, interviews, tours, and permanent housing placement.

- xii. Completion of applications for available local low-income housing and housing lists to include, but not be limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo del Mar, Homeward Bound, and Sun Street Centers.
- xiii. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live. The discussion shall include access to and availability of childcare, the educational needs of school aged children, employment and activity needs of adults, and general public safety concerns for the areas.
- xiv. Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program clients, and have housing that the client both desires and can afford.
- xv. Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form is required to be provided, and what happens if the form is not completed and provided timely.
- xvi. A discussion accompanied with written instructions detailing when the client's next appointment with CONTRACTOR will be, what the client is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the client can contact if they need assistance.

4. Housing Placement

- a. Identify, pay for, and place clients who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within twelve (12) weeks of completing the intake and assessment appointment.
- b. Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- c. Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.
 - i. Permanent shelter subsidies shall be discontinued when it is determined that the client can afford full monthly permanent housing and utility costs, the client's case is closed, or after six (6) months, whichever occurs first.
 - ii. An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.
- d. Require each client to agree to and sign a formal budget agreement between the client and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the client to comply with their housing plan.

- i. Compliance with the housing plan is determined by participation with program requirements and expectations.
- ii. Ensure that each budget requires the client to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the client is able to pay the full rent amount before the end of the permanent housing subsidy period.
- e. Record and report each client's intake and assessment date, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued, and the projected date for which subsidized permanent housing payments are expected to end in the service provider's secure program database
- f. Serve as each referred client's permanent housing advocate and provide coordination services between clients and current and prospective permanent housing landlords.
 - i. This includes providing the landlords with information about CONTRACTOR's services.
- g. Establish trust and confidence between the landlord, the client, and CONTRACTOR.
- i. This also includes: the identification of available housing that meets the client's basic housing needs, obtaining and assisting the client with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR's service, conducting a thorough housing inspection with the client to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the client, processing and issuance of approved monthly permanent housing subsidies, reporting of all client housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.
- h. Identify and develop a network of Monterey County permanent housing landlords, service providers, and programs that work with low-income families to include but not be limited to: Housing Authority, Door to Hope, Community Homeless Solutions, Pueblo del Mar, and Homeward Bound. Connect referred clients to these landlords, service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the client, and the low-income service provider(s) identified.
- i. Inform COUNTY of cases being closed by clearly documenting the reasons for closure in services database and completing the Case Closure Form) and sending it to the COUNTY Program Contact using secure e-mail within seven (7) days of the actual closure date.
- j. Complete and mail a formal Case Closure Letter including specific reasons unsatisfactory participation was indicated to the client's last known address and provide a copy to COUNTY with the Case Closure Form for Proposition 47 Cohort-2 Program referred clients who do not successfully complete either the intake and assessment process or do not participate in the program plan.
- k. Ensure that clients not participating in program services are provided a minimum of three (3) opportunities to comply before their case is closed.

1. Complete and send a formal Case Denial Letter to COUNTY Program Contact indicating the specific reasons, behaviors, and violations that indicate that additional program services would not be appropriate for re-referred Proposition 47 Cohort-2 Program clients who have been unsuccessful in previous Proposition 47 Cohort-2 Program services or have engaged in serious program violations.
5. Subsidized Housing List Development
 - a. Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to ten (10) referred families per year.
 - b. Update the housing list weekly and new listings shall be added to replace listings that are removed or no longer available.
 - i. The listing shall include subsidized housing sites accessible to clients living in South County (including, but not limited to, Gonzales, Soledad, King City, Bradley, Parkfield, Lockwood, and San Lucas).
 - c. Develop and maintain sufficient subsidized housing sites to ensure each referred client is placed within twelve (12) weeks of completing the intake and assessment.
 - d. Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.
 - e. Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:
 - i. Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the client's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the client and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the client that may result in eviction or termination of a subsidized permanent housing arrangement.
 - ii. Respond to landlord/site contact inquiries within forty-eight (48) hours.
 - f. Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred clients for placement.
6. Hotel/Motel Stay(s)
 - a. Identify, pay for, and place clients who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in hotel/motel stay(s) for up to 2-week increments. Stays longer than 2-weeks require prior authorization from the Prop 47 Program Director.
7. Program Staff
 - a. Housing Program Manager
 - i. Provide one (.1) FTE Housing Program Manager to supervise Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.
 - ii. The Housing Program Manager shall be the primary point of contact for regular programmatic service information.

- a) For BH Proposition 47 Cohort-2 Program, the Housing Program Manager shall communicate regularly with the COUNTY Proposition 47 Project Director and Day-to-Day staff member.
- ii. The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.

- b. Housing Case Manager
 - i. Provide one (.5) FTE Housing Case Manager for intensive case management services related to the program detailed in this Agreement.
 - ii. The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred client per Section 3 Intake and Assessment.
 - iii. Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
 - a) The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred clients.
 - b) If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).
 - iv. Ensure permanent subsidized housing arrangements are made per the housing placement section above.
 - v. Ensure weekly contact is made and recorded with each COUNTY referred client during the first four (4) weeks of subsidized housing placement.
 - vi. Ensure monthly contact is made and recorded with each COUNTY referred client participating and complying with their housing plan.
 - vii. Ensure each client contact is used to determine the clients' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.
 - viii. Ensure that an electronic copy of each Weekly Housing Coordination Report is sent using secure electronic mail to the COUNTY Program Monitor
 - ix. Ensure that each subsidized permanent subsidized housing arrangement is safe, clean, affordable, and desired by the client.
 - x. Ensure that clients 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).
 - xi. Immediately report to the COUNTY, within one (1) business day, if the client misses the intake and assessment or a scheduled appointment. This report shall be made in writing using secure electronic mail.
 - a) The COUNTY shall assist in obtaining additional contact information and supporting the client's completion of the intake and assessment as needed.

- xii. Make a minimum of three (3) attempts to contact a client that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
 - a) Reschedule clients that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
- xiii. Provide support to COUNTY referred clients to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
- xiv. Provide bi-lingual (English-Spanish) case management services either directly or through the use of a translator.
- xv. Identify the housing barriers of each COUNTY referred client and make recommendations to the client on how to assist in removing the barriers.
- xvi. Contact each newly housed client within three (3) business days of the first day of the client's move-in date to ensure the client is satisfied and has their basic housing needs met.
- xvii. Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.
 - a) Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.
- xviii. Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
- c. Housing Specialist
 - i. Provide one (.25) FTE Housing Specialist for to assist each COUNTY referred client with permanent subsidized housing search and placement.
 - ii. The Housing Specialist position shall assist clients to transition into fully subsidized, or partially subsidized, housing based on the client's needs and budget.
 - iii. The Housing Specialist shall identify and secure subsidized permanent housing for the client within eight (8) weeks of completing the intake and assessment provided the client is in compliance with the program housing plan.
 - iv. The Housing Specialist shall provide basic housing search skills training and support to each COUNTY referred client that they are assigned.
 - v. The Housing Specialist shall work with each client to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor, and attitude.
 - vi. Ensure a current and accurate subsidized housing list is developed and maintained according to the Section H.5 Subsidized Housing List Development.
- d. Program Assistant
 - i. Provide one program assistant at (.03) FTE. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.

- ii. Ensure each referred client is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring client's unavailability.

I. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows. The COUNTY shall:

I.1 Administration

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate at a minimum within two (2) working days to:
 - i. Respond to any inquiries from CONTRACTOR regarding a referral or placement.
 - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- d. Be available for monthly meetings and as needed with CONTRACTOR and/or client.
- e. Conduct a minimum of one (1) contract "mini-audit" visit to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.
- f. Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit. Monitoring visits will include a review of each line item in this Agreement.

I.2 Tracking & Reporting

- a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the BSCC reporting requirements.
- b. Report to the State BSCC as required regarding Proposition 47 Cohort-2 Program expenditures and participation.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.
- d. 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.

I.3 Intake & Referral

- a. Accept referrals directly from Monterey County Behavioral Health or Sun Street Centers and verify program eligibility and indicate Program Code for fiscal claiming.
- b. Manage and monitor waiting lists as needed
- c. Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.
 - i. HRC enrolls ten (10) clients a FY and maintain and refer up to ten (10) COUNTY Proposition 47 clients each month.
- d. Submit the following referral information using secure electronic mail to CONTRACTOR on Prop 47 Cohort-2 Referral Form

- i. Client's C-IV Case Number, Client's Last Name, Client's First Name, Client's working telephone number, Client's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.
- ii. An electronic copy of the completed Applicant's Authorization for Release of Information if applicable
 - a) For referrals in which the client has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.

I.4 Program Staff

- a. Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including but not limited to:
 - i. Grant Project Director
 - ii. COUNTY Analyst
 - iii. Administrative Fiscal Staff

J. DATA REPORTING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the Bureau of State and Community Corrections.
- J.2 Reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th day of the month following the month in which services are delivered.
- J.3 Data submitted to BSCC shall be deidentified information.

PROGRAM REFERRALS

Referrals will be made by MCBHB and Sun Street Centers using a Universal Referral Form. At the onset of referral, communication between HRC Staff and the authorized referring agency will commence and remain a vital element throughout the clients' participation in program services.

ORIENTATION

Orientations to program services will be conducted on face to face basis. Orientations will provide the client with information on HRC Services as well as other Prop 47 partnership and community resources. Clients will be advised of documents necessary for eligibility and initial assessment.

ELIGIBILITY AND INITIAL ASSESSMENT

Eligibility and Initial Assessment appointments will be available within 5 working days following orientation. The client will be screened for program eligibility using an initial assessment tool designed to identify issues such as medical, psychological, legal and other issues that may be a barrier to housing. If it is determined that the client is ready to seek permanent housing, enrollment will be conducted immediately, and a case file started.

POPULATION/CATCHMENT AREA TO BE SERVED

CONTRACTOR will provide housing resource services to local Proposition 47 adult clients (18 yrs of age and older) who:

1. Have been arrested, charged with, or convicted of a criminal offense
AND
2. Have a history of mental health issues or substance use disorders.
 - For the purpose of this grant, a person has a history of mental health issues or substance use issues if the person:
 - a. Has a mental health issue or substance use disorder that limits one or more of their life activities
 - b. Has received services for a mental health or substance use disorder
 - c. Has self-reported to a provider that they have a history of mental health issues, substance use disorders, or both
 - d. Has been regarded as having a mental health issue or substance use disorder.

AND

3. Reside in a South Monterey County Zip Code (currently or in the past five years)
 - 93426 Bradley
 - 93450 San Ardo
 - 93451 San Miguel
 - 93925 Chualar
 - 93926 Gonzales
 - 93927 Greenfield
 - 93928 Jolon
 - 93930 King City
 - 93932 Lockwood
 - 93954 San Lucas

Individuals under illegal substance influence may be excluded from Program participation.

CLIENT DESCRIPTION/FINANCIAL ELIGIBILITY

All Monterey County Proposition 47 adults may receive services regardless of ability to pay or Medi-Cal eligibility.

In disbursing Permanent Housing Proposition 47 Cohort-2 funds, HRC will adhere to applicable IRS regulations and will issue all pertinent forms as may be appropriate.

LIMITATION OF SERVICE / PRIOR AUTHORIZATION

Referrals for admission to HRC Program services will be initiated by MCBHB or Sun Street Centers.

SERVICE DELIVERY SITE

Service Delivery Sites in South County:

King City Clinic
200 Broadway, Suite 70
King City, CA 93930
(831) 386-6868

Gonzales Clinic
411 Center Street
Gonzales, CA 93926
(831) 422-8852

REPORTING REQUIREMENTS

Outcome Data Reporting

CONTRACTOR will be required to report outcomes data regularly to COUNTY according to the requirements set forth by the Bureau of State and Community Corrections (BSCC). Individual participant data will be collected for each participant from referral to discharge. Collected data shall reflect dates, services received, outcome of service delivery and related participant expenditures.

DESIGNATED CONTRACT MONITOR

Phil Sherwood, *BHSM II*
SherwoodP@co.monterey.ca.us
(831) 769-8712

EXHIBIT A-1: PART 2: PAYMENT PROVISIONS**I. PAYMENT PROVISIONS**

PAYMENT TYPE
Negotiated Rate (NR)

II. PAYMENT RATES

Prop 47 Housing Resource Center Budget: FY 2019-20	
(April 13, 2020-June 30, 2020)	
Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	\$ 17,858
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	\$ 200
Outside Services	
Telephone	
Utilities	
Maintenance	\$ 825
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	\$ 3,437
Program Services	
Rental Assistance (Including Security Deposit)	\$ 49,867
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 438
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 293
Evictions, Unpaid Utility Debt	\$ 12,500
HMIS Licensing	\$ 63
Total	\$ 85,479

Prop 47 Housing Resource Center Budget: FY 2020-21

Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	
Outside Services	
Telephone	
Utilities	
Maintenance	
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	
Program Services	
Rental Assistance (Including Security Deposit)	\$ 199,466
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 1,750
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 1,170
Evictions, Unpaid Utility Debt	\$ 20,000
Hotel/Motel Stay (Up to 2-weeks per Client/Family)	\$ 30,000
HMIS Licensing	\$ 250
Total	\$ 341,915

Prop 47 Housing Resource Center Budget: FY 2021-22

Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	
Telephone	
Utilities	
Maintenance	
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	
Program Services	
Rental Assistance (Including Security Deposit)	\$ 199,466
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 1,750
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 1,170
Evictions, Unpaid Utility Debt	\$ 20,000
Hotel/Motel Stay (Up to 2-weeks per Client/Family)	\$ 30,000
HMIS Licensing	\$ 250
Total	\$ 341,915

Prop 47 Housing Resource Center Budget: FY 2022-23

Budget Category	Housing Assistance
Employee Services	
Case Manager	
Program Manager	
Program Assistant	
Finance Manager	
Executive Director	
Housing Specialist	\$ 41,667
Supplies and Materials	
Consumable Supplies	
Non-Consumable Supplies	\$ 466
Outside Services	
Telephone	
Utilities	
Maintenance	\$ 1,925
Other Charges	
HRC Rent	
Travel (Mileage)	
Insurance - non-health	\$ 8,021
Program Services	
Rental Assistance (Including Security Deposit)	\$ 116,355
Application Fees (Av. \$35/person for ten people approx. 5 times with extra funding if two adult HH)	\$ 1,021
Credit Check (to find evictions on record, unpaid utility, and credit score. \$26 pp with additional funding if two adult HH)	\$ 683
Evictions, Unpaid Utility Debt	\$ 11,667
Hotel/Motel Stay (Up to 2-weeks per Client/Family)	\$ 17,500
HMIS Licensing	\$ 146
Total	\$ 199,450

III. PAYMENT CONDITIONS

- A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form as provided to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health

Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section II, above, for payment amount information to be reimbursed each fiscal period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using a Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to :

MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.
- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **\$968,759** for services rendered under this Agreement.

B. Maximum Contract Liability:

Housing Resource Center	Maximum Cost
FY 2019-20	\$ 85,479
FY 2020-21	\$ 341,915
FY 2021-22	\$ 341,915
FY 2022-23	\$ 199,450
Maximum Contract Obligation	\$968,759

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

V. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

VI. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice

to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."