

COUNTY OF MONTEREY

Amendment No. 1 to Agreement #5010-250

Unity Care Group

This Amendment No. 1 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and Unity Care Group (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the provision of transitional housing and housing assistance services for former youth in foster care and probation for the period August 1, 2022 through June 30, 2024 for a contract total of \$1,045,520 (hereinafter “Original Agreement”).

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 to add **\$17,350** to the fiscal year 2022/23 budget for a new contract total of **\$1,062,870** with no change to the term in order to increase the slot rate to \$3,472 per month for fiscal year 2022/23.

WHEREAS, the parties wish to amend the Agreement via Amendment No. 1 by changing the scope of services to align with recent policy changes extending the length of program participation to 36 months and the age of participation to 25 years old; provide flexibility for the independent living skills assessment; refer to youth as “participants” instead of “tenants;” remove the need for a “Provider Plan” as it is no longer required by the state; replace the Transitional Independent Living Plan with an Individual Services Plan; and require follow up with youth only 30-120 days after exiting the program.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

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

1. **Paragraph titled “2.0 PAYMENT PROVISIONS” shall be amended to the following:**
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$1,062,870.**”
2. **Exhibit AA** reflects the changes in the scope and the new contract total.
3. **Exhibit BB** replaces Exhibit B references the new **Exhibits AA** and **CC**, and also includes new language required by the State on **pg. 6, Section 5.01 and Section 5.02.**
4. **Exhibit CC** reflects the addition of the **\$17,350** for the 2022-2023 fiscal year.
5. **Exhibit DD-2** is the revised invoice for the 2022-2023 fiscal year.
6. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
7. A copy of this Amendment No. 1 shall be attached to the Agreement.

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

COUNTY OF MONTEREY:

CONTRACTOR:

DocuSigned by:
By: Lori A. Medina
Lori A. Medina
Director, DSS

Unity Care Group
DocuSigned by:
By: Sheila Mitchell
(President, Chair, Vice Chair)

Date: 1/31/2023 | 9:22 AM PST

(Print Name & Title)

Date: 1/27/2023 | 7:42 PM PST

Approved as to Form:

DocuSigned by:
By: Gary Rummelhoff
(Secretary, CFO, Treasurer)

DocuSigned by:
[Signature]
Deputy County Counsel

(Print Name and Title)

Date: 1/30/2023 | 12:07 PM PST

Date: 1/30/2023 | 9:32 AM PST

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
Auditor-Controller's Office

Date: 1/31/2023 | 9:19 AM PST

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES*Family and Children's Services*

and

UNITY CARE GROUP**Transitional Housing Placement–Plus and Housing Assistance for Youth**

August 1, 2022 – June 30, 2024

SCOPE OF SERVICES**I. CONTACTS****A. Contract Administrators**

<i>County</i>	<i>Contractor</i>
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 FAX: 831-755-4600 ChaconC@co.monterey.ca.us	Tatiana Colón Rivera, MPA Director of Strategic Partnership Unity Care Group 1400 Parkmoor Avenue, Suite 115 San Jose, CA 95126 Tel: 408-971-9822 ext. 4140 FAX: 408-510-3484 tcolon@unitycare.org

B. Administrative Oversight Team:

Eva Ortiz, LCSW Program Manager MC DSS, Family and Children's Services 1000 S. Main Street, Suite 205 Salinas, CA 93901 Tel: 831-755-8498 OrtizE1@co.monterey.ca.us	Sanders Trent Regional Director of Programs Unity Care Group 1400 Parkmoor Avenue, Suite 115 San Jose, CA 95126 Tel: 323-617-7747 strent@unitycare.org
Marlo Mendoza Probation Services Manager Monterey County Probation 1422 Natividad Road Salinas, CA 93906 Tel: 831-755-3942 MendozaMB@co.monterey.ca.us	

II. CONTRACT AWARD INFORMATION

SUBAWARD: Foster Care – Title IV-E

CONTRACTOR UEI Number: D41KDBL3E7M1

Federal Award Identification Number (FAIN): N/A

Date County Awarded Funding: July 1, 2022

CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: N/A

Federal Award Description:

Administration for Children and Families

Research and Development: NO

Indirect Cost Rate: 10%

III. BACKGROUND

In 2001, the California state legislature created the Transitional Housing Placement – Plus (THP-Plus) Program in response to high rates of homelessness among former foster and probation youth. THP-Plus is a provider-based transitional housing placement option for former foster and probation youth ages 18-24 who exited foster care at or after age 18. Former foster youth in this program are not eligible for Aid to Families with Dependent Children -Foster Care funds. The program’s goal is to provide a safe living environment, for up to **36** months, while assisting youth in developing the life skills necessary to be successful living independently. The program provides transitional living housing and supportive services based on an **Individualized Service Plan** developed by the young adult and other supportive persons.

In 2012, Assembly Bill (AB) 12 was enacted in California to extend foster care eligibility to youth ages 18 to 21 years old. Non-minor Dependents (NMDs) who participate in AB12 are eligible to receive monthly financial support for housing and case management. In October 2019, the California Department of Social Services issued All County Letter (ACL) 19-105 that clearly specifies the County’s obligation to provide safe housing for NMDs. Furthermore, the ACL states, “the placing agency is responsible for immediately offering a placement to the NMD prior to a re-entry hearing.” These mandates require that the COUNTY be able to rapidly provide housing to NMD’s re-entering foster care. Additionally, in 2020, the California Department of Housing and Community Development awarded the COUNTY two annual allocations to provide housing assistance and housing navigation services to homeless youth in Monterey County, with priority given to former foster and probation youth.

IV. PURPOSE

The purpose of this agreement is to offer THP-Plus services to former foster and probation youth ages 18-**25** in Monterey County and to provide housing services to homeless youth in Monterey County and ensure youth re-entering foster care have a safe place to reside.

V. TRANSITIONAL HOUSING PROGRAM – PLUS

A. Target Population

1. The target population to be served through THP-Plus is defined and prioritized as follows:
 - a. Former Monterey County foster youth ages 18 to **25**, who left foster care on or after their 18th birthday;
 - b. Former California foster youth ages 18 to **25**, who left foster care on or after their 18th birthday whose county has an approved THP-Plus plan; and
 - c. Former foster youth who exited care prior to age 18.
2. Eligible youth who are no longer court dependents, may participate in THP-Plus for up to 24 total months from the ages of 18 to **25**.
3. Since THP-Plus was designed for emancipated foster youth, it will not be utilized as an alternative for extended foster care placements. Youth exiting foster care at, or over, age eighteen will not be interviewed for THP-Plus until their dependency is dismissed without the approval of the Contract Manager and Program Director.

B. Services

1. Goal

The goal of THP-Plus is to reduce homelessness and aid in transition to adulthood. THP-Plus is founded on the four key principles which are certified in the statute:

- a. Age-appropriate services to ensure THP-Plus youth are treated as adults;
- b. Ensure the program is distinct from foster care;
- c. Allow participants the greatest amount of freedom possible; and
- d. Provide a strong emphasis on supportive services.

2. Housing

- a. CONTRACTOR shall help identify and secure reasonable housing accommodations for youth via working with families, landlords, and securing leases as applicable. CONTRACTOR shall ensure housing inventory is safe and in working order. CONTRACTOR may guide participants through the lease up process and/or may secure master leases as necessary for the implementation of the program.
- b. CONTRACTOR may incorporate any of the distinct THP-Plus housing models into their plan. The housing options may include one or more of the following:
 - Scattered-site Permanent Model
Participant lives independently in an apartment, single family dwelling, or condominium leased by participant. Services and rental

subsidies will be provided for **36** months. At the conclusion of the program, the participant may decide to leave or continue to live in the rental unit and pay rent without subsidy.

- **Scattered Site Model**
Participant lives independently in apartments or houses leased by CONTRACTOR. Units will be located in convenient, easily accessible locations within Monterey County.
- **Host Family Model**
Participant lives in a family home with a relative, former foster family, or other caring adult who has been screened and approved by CONTRACTOR. The youth and the host family will sign a shared housing agreement to clearly delineate the roles and expectations of each party.

3. Admission Process for Program Participants

CONTRACTOR shall describe the admission criteria and process for THP-Plus adults including, but not limited to, consideration of the participant's age, previous placement history, delinquency history, history of drug or alcohol abuse, current strengths, level of education, mental health history, medical history, prospects for successful participation in the program, and work experience. Youth who are wards of the court described in Section 602 and youth receiving psychotropic medications shall be eligible for consideration to participate in the program, and shall not be automatically excluded due to these factors. W & I Code 16522.1 provides the admission criteria for THP-Plus as outlined in Health and Safety Code, Section 1559.110.

4. Support Services

CONTRACTOR shall provide support services to transitional age youth (TAY) who are enrolled in CONTRACTOR services. Service goals include: stabilizing participant living situations, improving their mental and physical health, and increasing their independence. CONTRACTOR will utilize youth development programming to build strengths and promote resiliency. Participants will receive support in such critical areas as employment, education, communication, physical and mental health, and self-sufficiency skills development. Support services will include, but are not limited to, the following:

a. Assessment & Individualized Service Plan (ISP):

Within 30 days of referral, CONTRACTOR will complete an Individualized Service Plan (ISP) for each participant. Each ISP will establish the supports, activities, and resources required for the TAY to achieve his/her personal goals. Within the first 30 days of services, CONTRACTOR will administer **an approved independent living skills** assessment for each TAY client.

b. Individualized Case Management:

Case Managers will meet with participants weekly to address their needs along CONTRACTOR's Five Pillars of Success Model (Housing, Education,

EXHIBIT AA

Employment, Wellness, and Caring Connections). To that end, case managers are responsible for providing the following support services:

- **Housing Stability Support:** Case Managers will conduct weekly office hours at each home in order to offer on-site services and/or referrals to youth. CONTRACTOR will address any risks of housing instability (e.g. discontinuance from benefits, non-payment of rent, lease violations and/or conflicts with staff or other **participants**), by meeting with youth assessing the situation and working to problem solve, de-escalate, and resolve all conflicts.
- **Benefits Advocacy and Service Linkage:** As part of the case management services, CONTRACTOR will provide coaching to TAY to identify, apply for, and establish appointments for available services, such as cash aid, food programs, medical clinics and/or in-home support. Case managers will provide referrals for and solve problems preventing a participants' enrollment in county, state and federal benefits programs.
- **Education and Employment Support:** CONTRACTOR will help participants identify and access services available within the community that meet specific needs or support progress toward identified education and employment goals. Supports include job searching, resume writing, and interviewing, and vocational and post-secondary education planning and support for employment and career.
- **Life Skills Training and Counseling:** CONTRACTOR will provide life skills support both individually with participants during case management sessions and through life skills workshops. These services will help prepare the youth for transition to self-sufficiency and include areas such as: support for meal preparation; maintaining a household (house cleaning, shopping, etc.); education needs; employment preparation; employment and vocational training; financial literacy, including budgeting skills; health awareness; healthcare navigation; wellness; working with landlords; family planning; and parenting skills.
- **Transportation Assistance:** Case managers will work with clients to secure the necessary resources to remove barriers to participation in services and support that will lead to their independence. This usually takes the form of transportation coaching where staff will accompany youth on buses and teach them how to take public transportation. In addition, staff help with permit testing and help them obtain their drivers licenses.
- **Caring Connections:** Help youth develop supportive relationships with caring adults by identifying individuals that can support youth in their

journey towards independence and through building community with their peer.

C. Case Manager

1. Responsibilities

Time spent with each youth per week varies based on the needs of the youth and how long they have been in the program. Case manager must meet with youth in person no less than once every 2 weeks. Recommended case manager to youth ratio is 1 to 12. Regular individual and group clinical supervision is a valuable tool to reduce burnout and strengthen skills.

2. Attributes

Case manager must be experienced and effective with the target population. The case manager must have a bachelor's degree and have at least 3 years of direct experience working with transition age youth. The best case managers are those who can form real, meaningful relationships with youth.

D. Policies and Procedures

The Policies and Procedures Manual is a document that encases all of the CONTRACTOR'S decisions about supportive services, staffing, and other program considerations. This document directs how the program will be run on a day-to-day basis and how the CONTRACTOR will handle unforeseen circumstances. Important considerations when developing the policies and procedures include:

1. It is important to solicit input from former foster youth in the development of the program's policies and procedures.
2. Throughout the policies and procedures manual, clarify the roles and responsibilities of the CONTRACTOR, the participant, and the COUNTY.
3. Excerpts of the program policies and procedures will be required to document proof of compliance when obtaining certification from the county.
4. The COUNTY may perform site visits to verify compliance, which may involve a review of the CONTRACTOR'S policies and procedures.
5. CONTRACTOR must have policies regarding education requirements, work requirements, savings requirements, personal safety, visitors, emergencies, medical requirements, disciplinary measures, childcare, pregnancy, curfew, apartment cleanliness, budgeting, care of furnishings, cars, lending or borrowing money, dating, and ground rules for termination.
6. CONTRACTOR shall provide a copy of the policies and procedures to the participant at the time of admission.

E. Evaluation

CONTRACTOR shall use the THP-Plus Participant Tracking System (PTS) for data collection. The PTS is a free online database that captures demographic information and outcome data on THP-Plus participants. The system is managed by John Burton

EXHIBIT AA

Advocates for Youth. For those non-emancipated foster youth, CONTRACTOR shall create and utilize a data collection tool, outside of the John Burton PTS.

1. Determine the Baseline

It is essential that the “baseline” for each youth is established in order to determine whether or not the youth is making progress in the program. Program intakes may include a wide range of information, some of which is collected for case planning. At minimum, CONTRACTOR must collect and provide baseline data in the domains of the youth’s housing status, education, employment, finances, physical/ mental health (pregnancy, health insurance, etc.) and permanency.

2. Monthly Progress Measurement

Once a youth has entered the THP-Plus program, CONTRACTOR must measure their progress in the required domains in section 5.2.4.1.1. Also, it is valuable to measure the “dosage” of the program to determine whether more participation results in better outcomes. In the housing domain, the most important indicator to measure is housing maintenance.

3. Program Completion

CONTRACTOR must measure the same domains upon program completion. It is important to note that for many youth, program completion will occur before month 24. This can be due to accelerated progress or an involuntary exit. Either way, it is important to capture data at this program juncture. The question under consideration is: has the participant made measurable progress in each domain?

4. Program Follow-up

Program follow-up measurements are essential to determine whether or not the impact of the program was sustained. CONTRACTOR shall issue a follow-up evaluation within **30 to 120** days of exiting the program. It is important to conduct follow-up surveys with youth who exit the program both voluntarily and involuntarily. By collecting this information, the CONTRACTOR will measure whether or not the gains achieved by youth who participated in THP-Plus were sustained.

F. Certification Standards

CONTRACTOR must be certified by the COUNTY on an annual basis. The COUNTY certifies the CONTRACTOR based on documented policies and procedures that demonstrate compliance in each of the five categories:

1. Compliance with the Welfare and Institutions Code

- a. Serve only eligible **participants** as verified by the COUNTY.
- b. The program does not discriminate on the basis of race, national origin, sexual orientation, gender identity and expression (SOGIE), or disability and that youth who were wards of the court or receiving psychotropic medications shall be eligible for consideration in the program and shall not be automatically excluded due to these factors.
- c. Ensure that the functions of property management and service provider are not blended. The program plan shall clearly define the roles and responsibilities of each part of the organization.
- d. Provide a description of the **participant** application process and the selection criteria.

- e. Incorporate applicable provisions of Welfare and Institutions Code Section 16522.1 in program plan.
- f. Ensure no more than two **participants** share a bedroom.

2. Individualized Service Plan (ISP) Requirements

- a. Administer **an approved independent living skills** assessment to each **participant** and assist each **participant** with the completion of the **ISP**.
- b. Provide a description of how the CONTRACTOR will assist **participants** in developing their independent living skills and accomplish the goals described in their **ISP**.
- c. Ensure the **ISP** is reviewed and updated at least annually by the **participant**, the CONTRACTOR, and the county designee to reflect necessary changes.
- d. Ensure **participants** are given a choice regarding what services to access and the location of the services (onsite or offsite), as long as the goals of the **ISP** are being met.
- e. Ensure the **ISP** program is clearly distinguishable from those that are required to be licensed as an Adult Residential Care facility under Health and Safety Code Section 1502(a)(1) or Health and Safety Code Section 1503.5(a).

3. Participant Rights

- a. Provide **participants** the greatest amount of freedom possible in order to prepare them for self-sufficiency.
- b. Provide reasonable transportation access to schools, employment, appropriate supportive services, shopping, and medical care.
- c. Ensure **participants** have the right to be free from arbitrary or capricious rules; the right to understand all rules in writing and in appropriate languages and formats; the right to appeal any loss of benefits or services before they are suspended (unless imminent physical harm to someone would result); and the right to a **grievance procedure**.
- d. Ensure **participants'** right to confidentiality is respected. This right applies to the dissemination, storage, retrieval, and acquisition of identifiable information. CONTRACTOR shall not release information about a **participant's** receipt of services without a written release from the **participant**.
- e. Ensure **participants'** right to privacy is respected. Information shall be requested from the **participant** only when the information is specifically necessary for the provision of services. **Participants** shall not be required to supply information as a condition of obtaining services without written documentation verifying the necessity of the information.
- f. Ensure that if medical services are needed by **participants**, these services are provided by a medical professional or an appropriately licensed (or otherwise legally operating - e.g. county) clinic or adult day health center that may offer services off-site or through a home visit program, including services which are made available on a regularly scheduled basis on-site.

- g. ~~Ensure~~ **If** any **participant** funds are retained by the CONTRACTOR on behalf of the **participant**, **the funds** shall be deposited in an interest bearing savings account in any bank or savings and loan institution whose deposits are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation. The principal and interest shall be distributed to the **participant** when he/she leaves the program, or earlier, if permitted by the THP-Plus program guidelines.
- 4. Housing Statutes
 - a. Comply with applicable federal, state, and local housing laws and fire clearance requirements.
 - b. Comply with California landlord-tenant law (**CONTRACTOR being the tenant**) (Civil Code Section 1940, et seq.) and/or the Transitional Housing Misconduct Act (Health and Safety Code Section 50580, et seq.).
 - 5. Employee Regulations
 - a. Require criminal record clearances for all employees.
 - b. Provide employees training and ensure that all agency employees are trained and capable of working with former foster youth.
 - c. Adhere to strict employment criteria, including consideration of employees' age, drug or alcohol history, and experience working with persons in this age group.

~~G. Provider Plan~~

~~The Provider Plan includes the provider budget and a distilled version of the CONTRACTOR's Policies and Procedures Manual. The Provider Plan is developed by the CONTRACTOR and submitted to the COUNTY, which in turn submits it to the California Department of Social Services (CDSS). The Provider Plan informs the state as to what type of program the CONTRACTOR will offer, who it will serve, and what the cost will be. The Provider Plan is submitted to CDSS for state approval after the CONTRACTOR has been certified by the COUNTY.~~

VI. HOUSING ASSISTANCE PROGRAMS

A. Target Population

Young adults ages 18-25 who live in Monterey County and are experiencing homelessness or difficulty locating, securing, or maintaining housing. Priority will be given to current or former foster or probation youth.

B. Services

1. Transitional Living Setting

A transitional living setting shall not exceed 30 days without COUNTY approval. A transitional living setting may include such independent living settings as hotels, motels, designated rooms, or other alternative housing options. A transitional living

setting cannot include a youth homelessness prevention center or adult homeless shelter.

- a. CONTRACTOR shall provide a transitional living setting to Monterey County NMD's who are transitioning between placements. CONTRACTOR is eligible to receive the Aid to Families with Dependent Children – Foster Care (AFDC-FC) payment while the youth resides in a transitional living setting.
- b. CONTRACTOR shall provide a transitional living setting to former Monterey County foster youth who are homeless and re-entering foster care as NMD's. CONTRACTOR is eligible to receive the AFDC-FC payment once the youth is approved as an NMD.
- c. If funding is available, CONTRACTOR may provide a transitional living setting for other homeless youth residing in Monterey County.

2. Housing Assistance

CONTRACTOR shall assist the target population to:

- a. Secure and maintain housing by identifying relevant housing services, improving the coordination of services and providing links to community resources within the Homeless Continuum of Care.
- b. Provide focused outreach to recruit and serve those with the most severe needs.
- c. Assist homeless young adults to locate housing and overcome barriers to tenancy.
- d. Conduct an individualized housing assessment for each youth to gather information about their housing needs, barriers to be addressed, and the options available to them.
- e. Support youth to develop a housing plan that will ensure safe, stable housing.

3. Housing Navigator

The role of a housing navigator is to act as a housing specialist to assist young adults with their pursuits of locating available housing and overcoming barriers to locating housing. Housing navigator activities include:

- a. Locating and outreach to possible adult housing support options as identified by NMD for a possible SILP placement option.
- b. Assist young adults aged 18-25 secure and maintain housing (with priority given to young adults in the state's foster care system);
- c. Provide housing case management which includes essential services in emergency support to foster youth;
- d. Prevent young adults from becoming homeless;
- e. Improve coordination of services and linkages to key resources across the community including those from within the child welfare system and local Continuum of Care;
- f. Case management for NMD's in the emergency shelter; and

- g. Assistance with application or move-in costs at the COUNTY's discretion.

C. Staffing

1. Regional Director South Bay (.05 FTE)

Responsible for the management oversight of the program.

2. Program Manager/Housing Specialist (.50 FTE)

This position will be responsible for helping to implement the program, ensure data is collected and entered per requirements, develop reports, and oversee the day-to-day operations of the Housing Assistance program. This staff member will lead, recruit, train, and supervise program staff, assist in housing search, outreach, and recruitment, and in the fulfillment of program deliverables. The Program Manager/Housing Specialist will be responsible for program development, housing expansion, and contract oversight as well as representing CONTRACTOR, participating in collaborative meetings, developing and maintaining partnerships with community agencies, and serving as the liaison between CONTRACTOR and COUNTY personnel. In addition, this staff member will help identify collaborative opportunities for shared housing projects to expand housing for youth. The Housing Program Manager will be responsible for screening housing applicants, maintaining waitlists, and verifying eligibility as well as coordinating **participant** move-ins. This staff member will also help ensure contract compliance and adherence to all certification requirements and participate in evaluation and continuous quality improvement activities. Qualifications for the position include an advanced degree in social work or related human service field or a bachelor's degree in social work or a comparable human experience. Successful candidates must have a minimum of three years of management experience, experience working within low income housing and/or apartment management functions; knowledge of federal, state, and local fair housing laws; experience in planning, implementing, and managing residential or housing programs; experience planning, implementing, and managing residential or housing programs; experience dealing with conflict resolution.

D. Evaluation

1. Housing Assistance and Transitional Living Setting

CONTRACTOR shall provide monthly reporting regarding the following:

- a. Amount expended to identify and assist housing services for young adults who are 18 to 25 in Monterey County.
- b. Amount expended to assist young adults (18 to 25) in the foster care or probation system to secure and maintain housing.
- c. Amount expended to assist young adults (18 to 25) not in the foster care or probation system to secure and maintain housing.
- d. Amount expended to improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.

- e. Amount expended to provide engagement in outreach and targeting to serve those with most severe needs.
- f. Total number of participants served, and number of participants who are/were:
 - Employed
 - Identify as LGBTQ+
 - Enrolled in school/educational program
 - Report having a disability
 - Report being incarcerated prior to program entry
 - Previously in the probation system
 - Previously in the foster care system
 - Parents and include number of minors in the home.

2. Housing Navigator

CONTRACTOR shall provide monthly reporting regarding the following:

- a. Amount expended to assist young adults (18 to 21) in the foster care system secure and maintain housing.
- b. Amount expended to assist young adults (18 to 21) not in the foster care system secure and maintain housing.
- c. Amount expended to provide housing case management which includes essential services in emergency support to foster youth.
- d. Amount expended to improve coordination of services and linkages to key resources across the community including those from within the child welfare system and the local Continuum of Care.
- e. Amount expended to prevent young adults from becoming homeless.
- f. Total number of participants served, and number of participants who are:
 - Employed
 - Identify as LGBTQ+
 - Enrolled in school/educational program
 - Report having a disability
 - Report being incarcerated prior to program entry
 - Previously in the probation system
 - Previously in the foster care system
 - Parents and include number of minors in the home.

VII. CONTRACTOR RESPONSIBILITIES

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

A. Engagement

1. Demonstrate a commitment to the professional development of staff by identifying training needs and providing ongoing training and coaching opportunities.
2. Work closely with THP-Plus participants to ensure **ISP's** are completed in a timely manner and reviewed by the COUNTY.

3. Provide individualized case management services to youth in person no less than bi-weekly where the participant's ISP is reviewed and modified.
4. **For all youth participating in THP-Plus where mental health services and supports are needed, CONTRACTOR will work with the youth on completion of a referral to Monterey County Behavioral Health. This referral will be completed within 72 hours of the need for services being identified.**
5. Assist participants in the development of a transition plan to ensure success for independent living.

B. Inquiry/Exploration

1. Regularly elicit feedback from staff, participants, and stakeholders by means of focus groups, surveys, and meetings.
2. Provide the COUNTY with the data and findings from program completion evaluations as they are received.
3. Ensure that youth voice is included in the development of policies and procedures and that youth voice informs ongoing program improvement.

C. Advocacy

1. Maximize available funding for THP-Plus by soliciting grants, foundation money, and other services and supports, whenever possible, to develop community-based service alternatives.
2. **Maintain updated Grievance Procedures for THP-Plus participants that includes COUNTY participation.**
3. Provide appropriate service referrals for youth to meet their clinical, medical, and educational needs which includes 1:1 coaching and support regarding obtaining these identified services.

D. Teaming

1. Collaborate with the youth's network and community partners, such as the Department of Social Services, Hartnell Community College, the Health Department, Special Education Local Planning Agencies (SELPA), school districts, Turning Point, One Stop Career Centers, Department of Behavioral Health and other Non-Government Organization (NGO) service providers, for the purpose of planning and providing individualized services for youth in THP-Plus.
2. Participate in monthly meetings with the COUNTY.
3. Provide an up-to-date listing of all THP-Plus provider sites to the COUNTY.
4. Participate in the planning and information sharing for Monterey County's structured Independent Living Program (ILP) to include participation in the monthly ILP planning meetings as time allows.
5. Contribute to all transitional housing sections of the CDSS ILP Annual Report, providing their narrative information not less than 21 days before the report due date.

E. Accountability

- a. Submit all required COUNTY and/or state reports detailing program activities in the specified time frames to include incident reports and quarterly reports.

- b. Maintain all documentation necessary to support costs of service delivery and effectiveness of the program. Provide program outcomes to the COUNTY at least twice per fiscal year.
- c. Provide a monthly census tracking sheet.
- d. Maintain ongoing communication with the COUNTY as evidenced by showing up to scheduled meetings, reschedule meetings timely, and return messages within 24 hours

VIII. 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:

A. Engagement

1. Identify COUNTY staff who will assist in the screening, referral and selection of appropriate eligible youth for the program.
2. Review THP-Plus TIPS to better understand the needs of participants and available services.

B. Inquiry/Exploration

1. Certify CONTRACTOR on an annual basis based on documented policies and procedures that demonstrate compliance in each of the five categories.
2. Regularly elicit feedback from COUNTY staff, participants, and community stakeholders by means of focus groups, surveys, and community meetings.
3. Provide CONTRACTOR with program eligibility for youth.

C. Advocacy

1. Work with CONTRACTOR and county partners to ensure the mental health needs of program participants are being met.
2. **Participate in the participant Grievance Process as agreed upon and outlined by the CONTRACTOR.**
3. Provide appropriate service referrals for youth to meet their clinical, medical, and educational needs which includes 1:1 coaching and support regarding obtaining these identified services.
4. Provide referrals to CONTRACTOR on behalf of youth for housing assistance programs.

D. Teaming

1. Review and approve the CONTRACTOR's THP-Plus Provider Plan.
2. Encourage collaboration among community partners for the purpose of providing individualized services for participants.
3. Meet with the CONTRACTOR monthly to problem solve, plan, and provide program oversight.
4. Share information with CONTRACTOR regarding housing resources, new initiatives, or other agencies providing housing assistance to homeless youth.

E. Accountability

1. Maintain an up-to-date copy of the THP-Plus policies and procedures.
2. Participate in a randomly selected internal case audit of the program to review service provision, program practices, fiscal practices and fidelity to the four key principals of THP-Plus.
3. Review data and outcomes on an ongoing basis.
4. Maintain ongoing communication with the CONTRACTOR as evidenced by showing up to scheduled meetings, reschedule meetings timely, and return messages within 24 hours

IX. FISCAL PROVISIONS

A. Start-Up Costs

1. Startup costs shall not exceed **\$47,630** and shall be expended during the first contracted fiscal year.

B. THP-Plus Fee for Service

1. CONTRACTOR shall invoice the COUNTY based on the number of participants in the THP-Plus program that month multiplied by the **participant** rate.
2. The amount reimbursed to the CONTRACTOR per participant is pro-rated based on whether or not the youth participated in THP-Plus for the full month.
3. The monthly **participant** rate is **\$3,125** per participant at a maximum of (10) participants per month.
4. Taking into consideration the time CONTRACTOR will need to start up a THP-Plus program in Monterey County and allow for a thoughtful transition of current THP-Plus participants, it is estimated that participants may not be enrolled into the program until November 1, 2022. The maximum amount payable for FY 2022-23 for THP-Plus is **\$262,500**. The maximum amount payable for FY 2023-24 is **\$375,000**.
5. The basic THP-PLUS slot rate may be modified should there be an adopted state requirement to utilize a universal THP-Plus state rate. Modifications to the slot rate must be made through a written amendment to this agreement which must be signed by both CONTRACTOR and COUNTY.

C. Housing Assistance Programs

1. Housing Assistance and Transitional Living Setting
 - a. The maximum amount payable by COUNTY to CONTRACTOR is **one hundred forty-five thousand six hundred dollars (\$145,600)** per fiscal year.
 - b. Funding is dependent upon continued state allocation awards.
2. Housing Navigator
 - a. The maximum amount payable by COUNTY to CONTRACTOR is **thirty-four thousand five hundred ninety-five dollars (\$34,595)** per fiscal year.

X. PAYMENT PROVISIONS

A. Fiscal Year 2022-2023

The maximum amount payable by COUNTY to CONTRACTOR under this agreement for the period August 1, 2022 - June 30, 2023 is **five hundred seven thousand six hundred seventy-five dollars (\$507,675)**. This includes start-up costs, maximum THP-Plus occupancy beginning November 1, 2022, and Housing Assistance Programs.

B. Fiscal Year 2023-2024

The maximum amount payable by COUNTY to CONTRACTOR under this agreement for the period July 1, 2023 - June 30, 2024 is **five hundred fifty-five thousand, one hundred ninety-five dollars (\$555,195)**. This includes maximum THP-Plus occupancy and Housing Assistance Programs.

- C. The overall maximum amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed **one million sixty-two thousand eight hundred seventy dollars (\$1,062,870)**, per **Exhibit CC, Budget**.

X1. INVOICING

- A. CONTRACTOR shall submit a monthly invoice within 10 days following the end of the billing month. The invoice shall be submitted in the format presented in **Exhibit D** for fiscal year 2022-2023 and **Exhibit D-1** for fiscal year 2023-2024.
- B. CONTRACTOR shall provide a monthly invoice for each THP-Plus participating youth in the form set forth in **Exhibit DD-2**. Each invoice shall contain the original signature of the person authorized to submit claims for payment.
- C. COUNTY shall reimburse the CONTRACTOR pursuant to **Exhibit B, Section I. PAYMENT BY COUNTY**.

(remainder of this page intentionally left blank)

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

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be

required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

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

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

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

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

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

V. ADDITIONAL REQUIREMENTS

5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.

- b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
- d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

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

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

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

VI. CONTRACT ADMINISTRATORS

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

6.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of 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.

THP-Plus and Housing Assistance
Fiscal Year 2022-23

I. SALARIES & BENEFITS	TOTAL
Regional Director South Bay	\$4,750
Housing Program Manager/Housing Navigator	\$40,000
TOTAL SALARIES	\$44,750
Benefits at 25%	\$11,188
TOTAL SALARIES & BENEFITS	\$55,938
II. SERVICES & SUPPLIES	TOTAL
Building Rent	\$12,000
Office Supplies	\$1,200
Communications/Internet	\$9,600
Employee Travel	\$5,400
Employee Training	\$3,600
AWARDS	\$6,000
Other Professional Services/Audit	\$854
TOTAL SERVICES & SUPPLIES	\$38,654
III. INDIRECT COSTS	TOTAL
TOTAL INDIRECT COSTS	\$17,959
IV. ADDITIONAL SHARED PROGRAM COSTS/OPPORTUNITIES	TOTAL
THP-Plus (\$3472 per slot)	\$279,850
Startup Costs	\$47,630
TOTAL PROGRAM COSTS	\$327,480
V. FAMILY FLEX/EMERGENCY FUND	TOTAL
TOTAL FLEX/EMERGENCY COSTS	\$67,644
VI. GRAND TOTAL	TOTAL
GRAND TOTAL OF PROJECT	\$507,675

