

COUNTY OF MONTEREY

ORIGINAL

AMENDMENT #3 to Agreement A-12810

Housing Resource Center of Monterey County

This Amendment is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Housing Resource Center (hereinafter, "CONTRACTOR").

This Amendment modifies the agreement for homeless prevention services, executed on June 17, 2014, and amended on October 28, 2014 and on October 13, 2015 (hereinafter, "Original Agreement") by **adding \$500,000, effective July 1, 2016, to continue the provision of services through the CalWORKs Family Stabilization Program and CalWORKs Housing Support Program to CalWORKs customers, increasing the total contract amount to \$2,087,019, and extending the agreement through December 31, 2016.** Therefore, the parties agree:

1. Section 1.01 of the Original Agreement is amended to read as follows:

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AAAA**, in conformity with the terms of this Agreement. The good and/or services are generally described as follows: Provide housing and shelter services under the Family Stabilization and Housing Support Program for CalWORKs clients.

2. Section 2.01 of the Original Agreement is amended to read as follows:

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of **\$2,087,019**.

3. Section 3.01 of the Original Agreement is amended to read as follows:

3.01 The term of this Agreement is from July 1, 2014 to **December 31, 2016**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs the Agreement.

4. Section 4.01 of the Original Agreement is amended to read as follows:

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

Exhibit AAAA	Scope of Services/Payment Provisions
Exhibit AAAA-1	Reporting Requirements
Exhibit B	DSS Additional Provisions
Exhibit CCCC	Budget
Exhibit DDDD	Invoice
Exhibit E	Child Abuse Reporting Certification
Exhibit F	Elder Abuse Reporting Certification
Exhibit G	HIPAA Certification
Exhibit H	Lobbying Certification
Exhibit I	Audit Provisions

5. Sections 1.01, 1.02 and 2.01 of Exhibit B of the Original Agreement are amended to read as follows:

1.01 **Monthly Claims 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. The invoice shall be submitted in the form set forth in **Exhibit DDDD**.

1.02 **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 the budget, attached hereto as **Exhibit CCCC**. Only the costs listed in **Exhibit CCCC** 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.

2.01 **Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibits AAAA and AAAA-1**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AAAA and AAAA-1** 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.

6. Exhibits AAA, AAA-1, CCC, and DDD of the Original Agreement are rescinded, and replaced by Exhibits AAAA, AAAA-1, CCCC and DDDD, attached.

If there is any conflict or inconsistency between the provisions of the AGREEMENT, or this AMENDMENT, the provisions of this AMENDMENT shall govern. A copy of this AMENDMENT shall be attached to the original AGREEMENT, as it may have been previously amended.

Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the original AGREEMENT shall remain unchanged and unaffected by this AMENDMENT and shall continue in full force and effect.

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

COUNTY OF MONTEREY:

CONTRACTOR:

Housing Resource Center of Monterey County

By: _____
DSS Director

By: Nancy DeSerpa -
(Chair, President, Vice-President)

Date: _____

Nancy DeSerpa - Chair
(Print Name & Title)

Date: June 9, 2016

Approved as to Form:

[Signature]
Deputy County Counsel

By: Tony Bell Treasurer
(Secretary, CFO, Treasurer)

Date: 6/10/16

Tony Bell
(Print Name & Title)

Date: June 9, 2016

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 6-14-16

SCOPE OF SERVICES

HOUSING RESOURCE CENTER OF MONTEREY COUNTY (HRC)

A. Total Funding

Family Stabilization & Housing Support Programs **\$2,087,019**

Federal Funds - Federal Catalog # 93.558

B. Contract Term: July 1, 2014 to December 31, 2016

C. County Contact:

Monterey County Community Action Partnership

County Contract Monitor

Lauren Miller, Management Analyst
1000 S. Main St., Suite 301, Salinas CA 93901
Phone: (831) 796-3584 Fax: (831) 755-8477
millerl@co.monterey.ca.us

Program Monitor

Glorietta Rowland, Management Analyst
1000 S. Main St., Suite 301, Salinas CA 93901
Phone: (831) 755-4484 Fax: (831) 755-8477
rowlandg@co.monterey.ca.us

D. Agency Information

1. Administrative Office:

Housing Resource Center of Monterey County
Leila Emadin, Executive Director
201 A John St.
Salinas, CA 93901
Phone: 831-424-9186 Fax: 831-757-1349
ed@hrcmc.org

2. Location of Services:

201 A John St
Salinas, CA 93901
Phone: 831-424-9186 Fax: 831-757-1349
Hours of Operation: Monday through Friday
8 a.m. – 5 p.m.

3. Contact Person:

Contractual Matters
Debbie Winick, Program Director
201 A John St.
Salinas CA, 93901
Phone: 831-424-9186 Fax: 831-757-1349
debbiew@hrcmc.org

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SCOPE OF SERVICES

Program Matters

Arturo Perez, Program Manager

201 A John St.

Salinas CA, 93901

Phone: 831-424-9186

Fax: 831-757-1349

arturop@hrcmc.org

Finance Matters

Jennifer Rego, Finance Manager

201 A John St.

Salinas CA, 93901

Phone: 831-424-9186

Fax: 831-757-1349

FinanceMngr@hrcmc.org

E. Services Provided:

1. Family Stabilization Program

Background

Effective January 1, 2014, Family Stabilization (FS) is a new component of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program that provides intensive case management and services to clients that meet the criteria set forth in AB 74. FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work (WTW) activities.

The goal of the FS program is to increase client success in light of the flexible Welfare To Work (WTW) 24-Month Time Clock through more intensive case management and the assignment of clients to the additional activities or barrier removal services necessary to ultimately achieve self-sufficiency.

CalWORKs recipients are eligible to participate in FS if the county determines that a family is experiencing an identified situation and/or crisis that is destabilizing the family and would interfere with adult clients' ability to participate in WTW activities and services.

Welfare and Institution Code Section 11325.24 (a) (2) defines the type of situation or crisis that may qualify a client for FS. These situations or crises include, but are not limited to:

- Homelessness or imminent risk of homelessness;
- A lack of safety due to domestic violence; and/or
- Untreated or undertreated behavioral needs, including mental health or substance abuse-related needs.

SCOPE OF SERVICES

The Department of Social Services has identified the Contractor to provide the housing/shelter component of the FS program.

Description of Services

Contractor shall be responsible for providing housing/shelter expertise and options and temporary financial assistance (TFA) to families referred by the DSS case managers in the following situations:

- Homelessness or imminent risk of homelessness;
- A lack of safety due to domestic violence;
- Emergency shelter;
- Movement to transitional housing;

Contractor will provide a Housing Specialist and Housing Case Manager to participate in a FS Program Multi-Disciplinary Team (MDT). The Housing Specialist shall conduct housing searches, outreach, inspections, and placement services. The Housing Specialist will identify housing options for the MDT's referred families. The Housing Case Manager will provide support to families with more in-depth housing needs when determined appropriate. The MDT will consist of DSS staff and several other relevant contractors.

If the Housing Specialist, Housing Case Manager, and other members of the MDT determine that the family is eligible for rental assistance, rental deposit, or other payments, Contractor will issue payments to appropriate third parties as necessary.

DSS/ CalWORKs Case Managers' Responsibilities:

- Identify families who are eligible for the FS program and who are in need of housing to continue their progress in regaining stability and ultimately enter into a Welfare to Work Plan (WTW).
- Make direct referrals to Contractor to meet the housing/shelter need of these families as outlined in their case plan.
- Assess the use of available resources to be used in conjunction with FS services.

Contractor's Responsibilities:

- Participate in weekly MDT meetings with DSS/CalWORKs case managers.
- Accept DSS/CalWORKs referrals for housing/shelter search and assistance.
- Make first appointment with DSS referred customers within three (3) business days of receiving a referral.

SCOPE OF SERVICES

- Evaluate each referred family and determine housing needs.
- Partner with other Monterey County housing agencies to place customers with extenuating family circumstances in housing units designed to support those circumstances to include but not limited to: **Community Homeless Solutions**, Pueblo Del Mar, Homeward Bound and Sun Street Centers.
- Provide temporary shelter referrals to referred families from the date of first contact with Contractor until their first appointment with Contractor.
- Place DSS referred customers in available, safe and affordable housing efficiently to minimize the number of days a family will experience homelessness.
- Document and update a list of available low cost housing units as they become known throughout the areas of Monterey County.
- Conduct a visual habitability inspection of the proposed rental unit.
- Provide Housing Case Management services as recommended by the MDT.
- Provide DSS/CalWORKs with monthly data reports on families associated with the FS program.
- Determine eligibility for rental assistance and provide payments directly to third parties.
- Ensure that each DSS referred customer pays a portion of the agreed monthly rent amount.
- Submit monthly narrative reports, as outlined in **Exhibit AAAA-1**, on FS program activities and caseload. ~~Due to the fact that this is a new program,~~ The County will work with the Contractor on future reporting that meet the needs of the MDT as the program evolves.

2. Housing Support Program

Background

The California Department of Social Services (CDSS) received special authority to launch a new Housing Support (HS) program. Per Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), housing support in the CalWORKs program is necessary to assist families working towards achieving self-sufficiency. Homelessness and housing instability in the CalWORKs program is a challenging problem that impacts children's well being and their parents' ability to engage in employment. The objective of the CalWORKs Housing Support Program is to promote housing stability for families in the CalWORKs program.

For purposes of the HS program, "homeless" is defined as:

- a. Lacking a fixed and regular nighttime residence; or
- b. Having a primary nighttime residence that is a supervised publically or privately operated shelter designed to provide temporary living accommodations; or

SCOPE OF SERVICES

- c. Residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
- d. In receipt of a judgment for eviction, as ordered by a court.

The Department of Social Services has identified the Contractor to provide all direct services for the HS program.

Description of Services

Contractor shall be responsible for all direct HS program services after a family has been identified, approved, and referred into the program by DSS. A Housing Specialist will support families in identifying potential housing units by conducting outreach, recruitment and engagement of new landlords; and an ongoing search for available units. The Housing Specialist will assist families by identifying, matching, placing, and helping retain housing units. The Housing Specialist will also conduct initial inspection of each unit and the Housing Specialist or Case Manager will conduct habitability and basic safety inspections of each unit. The Case Managers will conduct regular home case management visits to ensure continued habitability and safety standards are met.

Contractor will administer Temporary Financial Assistance (TFA), calculated per family on an as-needed basis. TFA services include:

- Rental application fee(s)
- Rent arrears (up to three months)
- Credit report(s)
- Moving expenses
- Rental payment(s)
- Security deposit(s)
- Unexpected financial burdens
- Utility deposits
- Utility payments
- Emergency motel/hotel payment

SCOPE OF SERVICES

Families in the HS program will receive progressive, ongoing case management services, including office visits and **home visits at least monthly**. Additional case management services will include financial literacy education, including budgeting and money management services. Case management services shall include coordination of services that address increasing family income, budgeting, money management, and financial literacy.

A HS program protocol will be developed by DSS to manage the program referral process. Protocol will be modified as needed to meet program needs.

DSS Responsibilities:

- Identify families who are eligible for the HS program and indicate Program Code for fiscal claiming.
- Make timely direct referrals to Contractor to provide HS housing/shelter and supportive services.

Contractor Responsibilities:

- Accept DSS/CalWORKs referrals for HS program services
- Attempt to make contact with DSS referred customers within three (3) business days of receiving a referral.
- Evaluate each referred family and determine housing needs.
- Partner with other Monterey County housing agencies to place customers with extenuating family circumstances in housing units designed to support those circumstances to include but not limited to: **Community Homeless Solutions**, Pueblo Del Mar, Homeward Bound and Sun Street Centers.
- Provide temporary shelter referrals **as appropriate** to referred families from the date of first **in person** contact with Contractor. **until their first appointment with Contractor.**
- Place DSS referred customers in available, safe and affordable housing efficiently to minimize the number of days a family will experience homelessness.
- Document and update a list of available low cost housing units as they become known throughout the areas of Monterey County.
- Conduct a visual habitability inspection of the proposed rental unit.
- Provide Housing Case Management services.
- Provide DSS/CalWORKs with monthly data reports on families in the HS program.

SCOPE OF SERVICES

- Determine eligibility for rental assistance and provide payments directly to third parties.
- Ensure that each DSS referred customer begins to pay a portion of the agreed monthly rent amount as able. The customer rental portion will increase over time in the program, as the customer's income increases.
- Submit monthly Access database reports, as outlined in **Exhibit AAAA-1**, on HS program activities and caseload. ~~Due to the fact that this is a new program,~~ The County will work with the Contractor on future reporting needs as required by California Department of Social Services.
- Work with DSS to make program changes as needed to maximize success in accordance with HS Policy and Procedures.

F. Payment Provisions

COUNTY shall pay CONTRACTOR according to the terms set forth in Section 6, PAYMENT CONDITIONS, of this agreement.

Invoicing shall be submitted against the total contract dollar amount. Contractor shall submit signed invoices with supportive documentation as outlined in **Exhibit AAAA-1**.

CONTRACTOR shall invoice at minimum on a monthly basis by the 10th of the following month in accordance with Exhibit B.

The total amount payable by County to Contractor under this Agreement shall not exceed **two million eighty-seven thousand and nineteen dollars (\$2,087,019)**.

Per Exhibit B, Section VI of this Agreement, funding is contingent upon DSS receipt of State and Federal funding.

G. FS/HS Program Transition Processes

The Department of Social Services wishes to prepare for the contract ending December 31, 2016. This amendment will provide the current Sole Source Contractor with additional funding and time to prepare for the expiration of the agreement and to be able to provide a seamless transition, if necessary.

Contractor Responsibilities

- **Provide monthly housing status updates on all existing HS and FS cases to DSS.**
- **Continue receiving HS and FS referrals through November 30, 2016.**

SCOPE OF SERVICES

- Continue case management services and temporary financial assistance payments to active customers until the expiration of the contract.
- Fully cooperate with the transfer of active HS and FS cases to another agency designated by the COUNTY, if necessary.
- Provide all final required reports and invoices by January 10, 2017.

DSS Responsibilities

- Discontinue submission of new referrals to CONTRACTOR by November 30, 2016.
- Provide CONTRACTOR with the guidance and information needed to transfer all active HS and FS cases no later than December 1, 2016, if necessary.
- Monitor all active referrals during the transition period with CONTRACTOR and oversee transfer of HS and FS cases, if necessary. All cases will be transitioned, if necessary, or closed by December 31, 2016.

INVOICING AND REPORTING REQUIREMENTS

Invoicing Instructions and Submission

Invoicing shall be submitted against the total contract dollar amount.

Contractor shall submit signed invoices with supportive documentation to the County setting forth the amount claimed by the 10th day of the month following the month in which services were performed.

The Invoice shall be submitted on the form set forth in **Exhibit DDDD**.

All Invoices shall be mailed to:

Lauren Miller, Community Action Partnership
1000 South Main Street, Suite 301
Salinas, CA 93901

Outcomes Reporting

Contractor shall provide monthly summary reports on program outcomes for both the Family Stabilization Program and the Housing Support Program based on deliverables outlined in the Contractor Responsibilities section for each program of **Exhibit AAAA**. The Family Stabilization Program report shall be submitted as a summary list of program clients. The Housing Support Program report shall be submitted in the form of an electronic Access database. These reports should be submitted along with the corresponding monthly invoice, but must be received no later than the 10th day of the month following the month in which services were performed.

Submit all reports to Lauren Miller via secure e-mail at: millerl@co.monterey.ca.us

FAMILY STABILIZATION & HOUSING SUPPORT PROGRAMS
HOUSING RESOURCE CENTER OF MONTEREY COUNTY

BUDGET

CATEGORY	FAMILY STABILIZATION & HOUSING SUPPORT PROGRAMS HOUSING/SHELTER SERVICES	FAMILY STABILIZATION & HOUSING SUPPORT PROGRAMS HOUSING/SHELTER SERVICES	FAMILY STABILIZATION & HOUSING SUPPORT PROGRAMS HOUSING/SHELTER SERVICES	TOTALS
	7/1/14 - 6/30/15	7/1/15 - 6/30/16	7/1/16 - 12/31/16	
Program Personnel/Labor	\$110,206	\$238,146	\$66,000	\$414,352
Taxes & Benefits	\$37,026	\$68,309	\$41,000	\$146,335
Temporary Financial Assistance (TFA)	\$315,587	\$536,023	\$279,000	\$1,130,610
Supportive Services Provision	\$24,580	\$58,398	\$39,000	\$121,978
Program Administration	\$58,139	\$70,012	\$56,000	\$184,151
Indirect Costs	\$41,481	\$29,112	\$19,000	\$89,593
TOTAL	\$587,019	\$1,000,000	\$500,000	\$2,087,019

I hereby certify that this budget is correct and complete to the best of my knowledge.

Person completing form: **Jennifer Rego**

Date: **5/31/2016**

**Housing Resource Center of Monterey County
Family Stabilization & Housing Support Programs**

Exhibit DDDD

Invoice Period:

Remit To:
Housing Resource Center of Monterey County
201A John St Salinas, CA 93901

Expense Categories	Total Budget	HSP/FSP	Total Monthly Expenses	Grant to Date Expenses	Balance Remaining
Program Personnel/Labor	\$ 414,352.00	\$ -	\$0.00	\$276,018.86	\$ 138,333.14
Taxes & Benefits	\$ 146,335.00	\$ -	\$0.00	\$96,404.87	\$ 49,930.13
Temporary Financial Assistance	\$ 1,130,610.00	\$ -	\$0.00	\$712,013.22	\$ 418,596.78
Supportive Services Provision	\$ 121,978.00	\$ -	\$0.00	\$76,616.47	\$ 45,361.53
Program Administration	\$ 184,151.00	\$ -	\$0.00	\$127,058.18	\$ 57,092.82
Indirect Costs	\$ 89,593.00	\$ -	\$0.00	\$64,632.70	\$ 24,960.30
Program Totals	\$ 2,087,019	\$ -	\$0.00	\$1,352,744.30	\$ 734,274.70
Grant to Date		\$ 2,087,019.00		\$ 1,352,744.30	
Balance Remaining		\$ 734,274.70			

I certify that this report is correct and complete to the best of my knowledge and that the costs are eligible pursuant to the terms of the contract.

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date