

COUNTY OF MONTEREY STANDARD AGREEMENT

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

Unity Care Group

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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

Provide: transitional housing and housing assistance services for former foster care and probation youth in Monterey County.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 1,045,520.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from August 1, 2022 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

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

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

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

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

Agreement Under \$100,000 Business Automobile Liability Insurance: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

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

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

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

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

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

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

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

9.04 Other Requirements:

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

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

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

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

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

10.0 **RECORDS AND CONFIDENTIALITY:**

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

11.0 NON-DISCRIMINATION:

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

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

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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

13.0 COMPLIANCE WITH APPLICABLE LAWS:

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

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

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

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Sanders Trent, Director of Strategic Programs
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	1400 Parkmoor Ave., Ste. 115, San Jose, CA 95126
Address	Address
831-755-4430	323-617-774
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

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

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

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

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

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

17.2 Counterparts.

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

17.3 Form: Delivery by E-Mail or Facsimile.

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

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

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer
Date: _____
By: _____
Department Head (if applicable)
Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel
By: DocuSigned by:
Anne Brenton, County Counsel
County Counsel
Date: 7/6/2022 | 9:27 AM PDT

Approved as to Fiscal Provisions
By: DocuSigned by:
Jennifer Forsyth
Auditor/Controller
Date: 7/6/2022 | 10:34 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager
By: _____
Risk Management
Date: _____

CONTRACTOR

Unity Care Group
Contractor/Business Name *
By: DocuSigned by:
Andre Chapman, CEO
(Signature of Chair, President, or Vice-President)

Date: 6/29/2022 | 5:46 PM PDT
Name and Title

By: DocuSigned by:
Gary Rummelhoff, CFO
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Date: 7/6/2022 | 9:24 AM PDT

Date: _____
Name and Title

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

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

¹ Approval by County Counsel is required
² Approval by Auditor-Controller is required
³ Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

Unity Care Group
5010-250 2022-2024

LIST OF EXHIBITS

Unity Care Group

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice: FY 2022-2023
Exhibit D-1	Invoice : FY 2023-2024
Exhibit D-2	THP-Plus Placement Invoice
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayments

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 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 24 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 a Transitional Independent Living Plan (TILP) 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 18-24 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 24, who left foster care on or after their 18th birthday;
 - b. Former California foster youth ages 18 to 24, 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 24.
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 24 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 the CANS (Child and Adolescent Needs and Strengths) 18+ module 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, 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 tenants), 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; tenants' rights; 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 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 60 days of exiting the program and make efforts at six months, one year, and two years after program completion. 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 tenants 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 tenant 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 tenants share a bedroom.
2. Transitional Independent Living Plan (TILP) Requirements
- a. Administer the Casey Life Skills assessment to each tenant and assist each tenant with the completion of the THP-Plus TILP form.
 - b. Provide a description of how the CONTRACTOR will assist tenants in developing their independent living skills and accomplish the goals described in their THP-Plus TILP.
 - c. Ensure the THP-Plus TILP is reviewed and updated at least annually by the tenant, the CONTRACTOR, and the county designee to reflect necessary changes.
 - d. Ensure tenants 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 THP-Plus TILP are being met.
 - e. Ensure the THP-Plus 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. Tenant Rights
- a. Provide tenants 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 tenants 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 tenants' 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 tenant's receipt of services without a written release from the tenant.
 - e. Ensure tenants' right to privacy is respected. Information shall be requested from the tenant only when the information is specifically necessary for the provision of services. Tenants shall not be required to supply information as

EXHIBIT A

a condition of obtaining services without written documentation verifying the necessity of the information.

- f. Ensure that if medical services are needed by tenants, 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 any tenant funds retained by the CONTRACTOR on behalf of the tenant 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 tenant 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 (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 tenant 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.

EXHIBIT A

- 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/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.

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 THP-Plus TILP'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 STEP-TILP 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

EXHIBIT A

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 initiates, 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 tenant 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 tenant 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 **four hundred ninety thousand three hundred twenty-five dollars (\$490,325)**. 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 forty-five thousand five hundred twenty dollars (\$1,045,520)**, per **Exhibit C, Budget**.

XI. 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 D-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 C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

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

1.05 Payment in Full:

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

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

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

II. PERFORMANCE STANDARDS & COMPLIANCE

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

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

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

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

2.05 Remedies for Inadequate Service Levels:

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

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

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

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

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

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

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

III. CONFIDENTIALITY

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

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

IV. NON-DISCRIMINATION

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

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

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

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

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

EXHIBIT B

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

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

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

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

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

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

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

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates 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.

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

VI. CONTRACT DEPENDENT ON GOVERNMENT FUNDING

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

VII. APPEAL PROCESS

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

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

**UNITY CARE GROUP
BUDGET**

**THP-Plus and Housing Assistance
August 1, 2022-Jun 30, 2024**

I. SALARIES & BENEFITS	8/1/2022-6/30/2023	7/1/2022-6/30/2023	TOTAL
Regional Director South Bay	\$4,750	\$4,750	\$9,500
Housing Program Manager/Housing Navigator	\$40,000	\$40,000	\$80,000
TOTAL SALARIES	\$44,750	\$44,750	\$89,500
Benefits at 25%	\$11,188	\$11,188	\$22,376
TOTAL SALARIES & BENEFITS	\$55,938	\$55,938	\$111,876
II. SERVICES & SUPPLIES			
			TOTAL
Building Rent	\$12,000	\$12,000	\$24,000
Office Supplies	\$1,200	\$1,200	\$2,400
Communications/Internet	\$9,600	\$9,600	\$19,200
Employee Travel	\$5,400	\$5,400	\$10,800
Employee Training	\$3,600	\$3,600	\$7,200
Awards	\$6,000	\$6,000	\$12,000
Other Professional Services/Audit	\$854	\$854	\$1,708
TOTAL SERVICES & SUPPLIES	\$38,654	\$38,654	\$77,308
III. INDIRECT COSTS			
			TOTAL
TOTAL INDIRECT COSTS	\$17,959	\$17,959	\$35,918
IV. ADDITIONAL SHARED PROGRAM			
			TOTAL
THP-Plus (\$3125 per slot)	\$262,500	\$375,000	\$637,500
Startup Costs	\$47,630	\$0	\$47,630
TOTAL PROGRAM COSTS	\$310,130	\$375,000	\$685,130
V. FAMILY FLEX/EMERGENCY FUND			
			TOTAL
TOTAL FLEX/EMERGENCY COSTS	\$67,644	\$67,644	\$135,288
VI. GRAND TOTAL			
			TOTAL
GRAND TOTAL OF PROJECT	\$490,325	\$555,195	\$1,045,520

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and UNITY CARE GROUP**

*Housing Assistance Programs
8/1/2022 - 6/30/2023*

INVOICE

Invoice Number: _____

Invoice Month: _____

BUDGET ITEM	FY TOTAL BUDGET	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
Regional Director South Bay	\$4,750.00	\$0.00	\$0.00	\$0.00	\$4,750.00
Housing Program Manager/Housing Navigator	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Benefits (25%)	\$11,188.00	\$0.00	\$0.00	\$0.00	\$11,188.00
Total Salaries and Benefits	\$55,938.00	\$0.00	\$0.00	\$0.00	\$55,938.00
Services and Supplies					
Building Rent	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
Office Supplies	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Communication/Internet	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00
Employee Travel	\$5,400.00	\$0.00	\$0.00	\$0.00	\$5,400.00
Employee Training	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00
AWARDS	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Other Professional Services/Audit	\$854.00	\$0.00	\$0.00	\$0.00	\$854.00
Total Program Support	\$38,654.00	\$0.00	\$0.00	\$0.00	\$38,654.00
Indirect Costs	\$17,959.00	\$0.00	\$0.00	\$0.00	\$17,959.00
Startup Costs	\$47,630.00	\$0.00	\$0.00	\$0.00	\$47,630.00
Total flex/Emergency costs	\$67,644.00	\$0.00	\$0.00	\$0.00	\$67,644.00
Total Additional Costs	\$133,233.00	\$0.00	\$0.00	\$0.00	\$133,233.00
Total Program Costs	\$227,825.00	\$0.00	\$0.00	\$0.00	\$227,825.00

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

Authorized signature: _____ Title: _____ Date: _____

Monterey County DSES Authorized Signature/Title: _____ Date: _____

**Remit to: Unity Care Group
1400 Parkmoor Ave, Suite 115
San Jose, CA 95126**

**MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
and UNITY CARE GROUP**

*Housing Assistance Programs
7/1/2023 - 6/30/2024*

INVOICE

Invoice Number: _____

Invoice Month: _____

BUDGET ITEM	FY TOTAL BUDGET	PRIOR MONTH FY-TO-DATE EXPENSES	CURRENT MONTHLY EXPENSES	CURRENT FY-TO-DATE EXPENSES	BALANCE FY CONTRACT FUNDS
Regional Director South Bay	\$4,750.00	\$0.00	\$0.00	\$0.00	\$4,750.00
Housing Program Manager/Housing Navigator	\$40,000.00	\$0.00	\$0.00	\$0.00	\$40,000.00
Benefits (25%)	\$11,188.00	\$0.00	\$0.00	\$0.00	\$11,188.00
<i>Total Salaries and Benefits</i>	\$55,938.00	\$0.00	\$0.00	\$0.00	\$55,938.00
Services and Supplies					
Building Rent	\$12,000.00	\$0.00	\$0.00	\$0.00	\$12,000.00
Office Supplies	\$1,200.00	\$0.00	\$0.00	\$0.00	\$1,200.00
Communication/Internet	\$9,600.00	\$0.00	\$0.00	\$0.00	\$9,600.00
Employee Travel	\$5,400.00	\$0.00	\$0.00	\$0.00	\$5,400.00
Employee Training	\$3,600.00	\$0.00	\$0.00	\$0.00	\$3,600.00
AWARDS	\$6,000.00	\$0.00	\$0.00	\$0.00	\$6,000.00
Other Professional Services/Audit	\$854.00	\$0.00	\$0.00	\$0.00	\$854.00
<i>Total Program Support</i>	\$38,654.00	\$0.00	\$0.00	\$0.00	\$38,654.00
Indirect Costs	\$17,959.00	\$0.00	\$0.00	\$0.00	\$17,959.00
Startup Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total flex/Emergency costs	\$67,644.00	\$0.00	\$0.00	\$0.00	\$67,644.00
<i>Total Additional Costs</i>	\$85,603.00	\$0.00	\$0.00	\$0.00	\$85,603.00
<i>Total Program Costs</i>	\$180,195.00	\$0.00	\$0.00	\$0.00	\$180,195.00

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

Authorized signature: _____

Title: _____

Date: _____

Monterey County DSES Authorized Signature/Title: _____

Date: _____

**Remit to: Unity Care Group
1400 Parkmoor Ave, Suite 115
San Jose, CA 95126**

EXHIBIT E

Health Insurance Portability & Accountability Act (HIPAA) Certification

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

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

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

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

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

I. DEFINITIONS

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

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

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

II. CONFIDENTIALITY REQUIREMENTS

EXHIBIT E

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

EXHIBIT E

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

III. AVAILABILITY OF PHI

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

IV. TERMINATION

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

V. MISCELLANEOUS

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

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

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

EXHIBIT E

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

CONTRACTOR:

By: DocuSigned by:
Andre Chapman, CEO
44EA329CFEB44A3...

Title: _____

6/29/2022 | 5:46 PM PDT

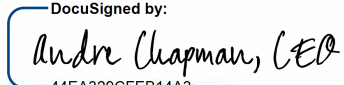
Date: _____

CERTIFICATION REGARDING LOBBYING

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

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

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

DocuSigned by:

44EA3296FEB14A3...

Signature Title

6/29/2022 | 5:46 PM PDT

Agency/Organization Date

EXHIBIT G

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY to grant the extension.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

EXHIBIT G**All Audits must include the following information within their audit:**

- a) A separate schedule listing programs and funding.
- b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

If CONTRACTOR is exempt from federal audit procedures under UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable Uniform Guidance cost principles, other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

EXHIBIT G

DocuSigned by:

Andre Chapman, CEO

44EA3329CFEB14A3...

(signature of authorized representative)

6/29/2022 | 5:46 PM PDT

(date)