

COUNTY OF MONTEREY

**AMENDMENT #4 to AGREEMENT #5010-101
Coalition of Homeless Services Providers**

THIS AMENDMENT, effective upon execution, is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Coalition of Homeless Services Providers (hereinafter, "CONTRACTOR").

WHEREAS, The COUNTY and CONTRACTOR entered into an Agreement originally executed on September 9, 2020 for the operation of the Project Roomkey program for "high-risk COVID-19" homeless residents for a term of September 8, 2020 through December 31, 2020 with a total contract not to exceed amount of \$3,601,213 (hereinafter, "Original Agreement").

WHEREAS, The Parties amended the Agreement on October 13, 2020 by revising the scope of work to add outreach and engagement services with no change to the contract term or total contract amount.

WHEREAS, The Parties amended the Agreement on October 23, 2020 by revising the scope of work to add Rapid Re-Housing services with no change to the contract term or total contract amount.

WHEREAS, The funds for the Agreement expired December 30, 2020, however there were unspent funds in the amount of \$917,356.73, changing the total contract not to exceed amount from \$3,602,213 to \$2,683,856.27.

WHEREAS, The Parties amended the Agreement on December 30, 2020 by extending the term through February 19, 2021, adding a new scope of work, Exhibit AAA-1, and increasing the contract amount by \$456,994 for a total not to exceed amount of \$3,140,850.27.

WHEREAS, The Parties wish to amend the Agreement by **extending the term through June 30, 2021 and adding \$1,785,342, ~~effective upon execution~~ through June 30, 2021, for a total contract not to exceed amount of \$4,926,192.27.**

WHEREAS, a portion of the added \$1,785,342 in the amount of \$250,000 will be paid to CONTRACTOR immediately upon execution.

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

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1, Amendment No. 2, Amendment No. 3 and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

DS
JABP
Contractor
JABP
County

1. Paragraph titled "TERM OF AGREEMENT", first sentence shall be amended to the following: "The term of this Agreement is from September 8, 2020 through June 30, 2021 unless sooner terminated pursuant to the terms of this Agreement."

2. Paragraph titled "PAYMENT PROVISIONS", second sentence shall be amended to the following: "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$4,926,192.27."

DS

JABP

Contractor

DS

JABP

3. Section I.3 of Exhibit AAAA-1, Scope of Services/Payment Provisions, Payment Summary reflects the addition of \$1,785,342 ~~effective upon execution~~ through June 30, 2021, to the contract amount of \$2,683,856.27 in funds expended and expired through December 30, 2020, for a total amount payable by COUNTY to CONTRACTOR under this agreement of \$4,926,192.27.

4. Exhibit CCCC-1, Budget, provides budget detail for the funds being added.

5. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement, and in Amendment No. 1, Amendment No. 2, and Amendment No. 3.

DS

JABP

Contractor

6. A copy of this Amendment No. 4 shall be attached to the Agreement.

7. ~~This Amendment No. 4 shall be effective when signed by both parties.~~

DS

JABP

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

COUNTY OF MONTEREY:

Coalition of Homeless Services Providers:

DocuSigned by:
By: Michael R. Derr
Charles M. Kerr
County Administrative Office Purchasing Officer

DocuSigned by:
By: Jill Allen, Board President
(Chair, President, Vice President)

Date: 2/18/2021 | 2:56 PM PST

(Print Name & Title)

Date: 2/11/2021 | 8:32 PM PST

Approved as to Form:

DocuSigned by:
Anne Brenton, County Counsel

DocuSigned by:
By: Anna Foglia, Board Secretary
(Secretary, CFO, Treasurer)


Deputy County Counsel
2/16/2021 | 10:07 AM PST

(Print Name and Title)
2/12/2021 | 9:04 AM PST

Date: _____

Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:

D3834BFEC1D8449...

Auditor-Controller's Office

2/16/2021 | 10:11 AM PST

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

COALITION OF HOMELESS SERVICES PROVIDERS

"Project Roomkey"

- A. **TOTAL FUNDING:** \$456,994.00 (Disaster Response-Emergency Operations Account)
\$1,785,342.00 (FEMA & County Funds)
\$2,242,336.00 (Dec 31, 2020 – June 30, 2021)
- \$2,683,856.27 (FEMA and CARES Funds.
(Sept 9, 2020 – Dec 30, 2020)
\$4,926,192.27 Total
- B. **SCOPE TERM:** December 31, 2020 to **June 30, 2021**
- C. **CONTACT INFORMATION:**
 County Contract Monitor: Monterey County Department of Social Services
 Lauren Suwansupa, Community Affiliation Manager
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 755-8492 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us
- Contractor Information: Coalition of Homeless Services Providers
 Roxanne Wilson, Executive Officer
 1942 Fremont Blvd Seaside, CA 93955
 Phone: (831) 883-3080 Fax: (831) 883-3085
rwilson@chsp.org
- Location of Services: Project Roomkey
 Country Inn & Suites
 3280 Dunes Road Marina, CA 93933
- Emergency Operations Center: Operations Section Chief
 Phone: (831) 796-1922
scanlonk@co.monterey.ca.us
- D. **CONTRACT AWARD INFORMATION**
 CONTRACTOR DUNS Number: 105480391
 Date County Awarded Funding: N/A
 CFDA Passthrough Information and Dollar Amount: 97.042 Federal Emergency Management
 Agency Operations Account, (FEMA) \$2,683,856.27
 Federal Award Description: Federal Disaster Response to COVID-19 Pandemic
 Research and Development: No
 Indirect Cost Rate: 5%
- Date County Awarded Funding: N/A
 CFDA Passthrough Information and Dollar Amount: State Funds, Disaster Response-Emergency
 Operations Account, (DREOA) \$456,994.00
 Federal Award Description: N/A

SCOPE OF SERVICES/PAYMENT PROVISIONS

Research and Development: No
Indirect Cost Rate: 5%

E. BACKGROUND

The purpose of this agreement is to transfer oversight and operations of the ‘high-risk’ Project Roomkey services, which provides non-congregate shelter options for people experiencing homelessness and are at high risk for medical complications were they to become infected from COVID-19. The goal of this service is to quickly identify and prioritize these populations to link them to housing interventions.

People experiencing homelessness who are living on the streets and those living in large congregate shelter settings are particularly susceptible to COVID-19. Lack of access to sanitation, isolation and quarantine, and health care is compounded by increased risk of exposure and subsequent severe health impacts due to the prevalence of co-morbidities amongst people experiencing homelessness.

F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- F.1 Provide and coordinate all services of the Project Roomkey program for Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground) AND are considered “high-risk” of contracting COVID-19 due to chronic medical or other conditions as referred by the designated referring agencies as established by the Monterey County Emergency Operations Center (EOC). For the purposes of this program, high-risk is defined as age 65 and older; or Individuals who have one or more of the following health conditions, as determined by the EOC:
- F.1.1 Blood disorders (e.g., sickle cell disease or on blood thinners)
 - F.1.2 Chronic kidney disease defined by their doctor: Patient has been told to avoid or reduce the dose of medications because of kidney disease or is under treatment for kidney disease including receiving dialysis
 - F.1.3 Chronic liver disease as defined by their doctor (e.g., cirrhosis, chronic hepatitis): Patient has been told to avoid or reduce the dose of medications because of liver disease or is under treatment for liver disease
 - F.1.4 Compromised immune system (immunosuppression) (e.g., seeing a doctor for cancer and receiving treatment such as chemotherapy or radiation, received an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV or AIDS)
 - F.1.5 Current or recent pregnancy in the last two weeks
 - F.1.6 Endocrine disorders (e.g., diabetes mellitus)
 - F.1.7 Metabolic disorders (e.g., inherited metabolic disorders and mitochondrial disorders)
 - F.1.8 Heart disease (e.g., congenital heart disease, congestive heart failure, coronary artery disease)

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.1.9 Lung disease including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen; or
- F.1.10 Neurological, neurologic, and neurodevelopment conditions (including disorders of the brain, spinal cord, peripheral nerve, and muscle—e.g., cerebral palsy, epilepsy [seizure disorders]; impairment due to stroke; intellectual disability; moderate to severe developmental delay; muscular dystrophy; and spinal cord injury)
- F.1.11 Body weight greater than 270
- F.2 CONTRACTOR shall provide “Program Oversight” defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
 - F.2.1 Develop and implement standardized intake and operating procedures.
 - F.2.2 Provide rules and services to all program participants and establish a code of conduct.
 - F.2.3 Emphasize and educate staff and guests regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as required by the Public Health Officer’s Shelter-In-Place Order and in accordance with CDC Interim Guidance for Homeless Service Providers:
 - F.2.3.a Ensure all staff & guests wear facial coverings.
 - F.2.3.b Ensure only registered guests (or authorized caregivers/caseworkers) are present in each hotel room.
 - F.2.3.c Ensure all staff and guests maintain appropriate physical distancing and refrain from gathering.
- F.3 CONTRACTOR shall provide “Hotel Room Management” defined as room assignments, coordinating daily monitoring of all program participants, program participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
 - F.3.1 Room assignments shall be assigned to meet shelter in place social distancing requirements and access and functional needs.
 - F.3.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.
 - F.3.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.4 CONTRACTOR shall provide “Wrap Around Services” defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
 - F.4.1 Health support
 - F.4.2 Behavioral health services
 - F.4.3 Transportation
 - F.4.4 Accommodations for disabilities and access/functional needs
- F.5 CONTRACTOR shall provide “Rapid Re-Housing Services” defined as coordinated services providing housing navigation, rent and move-in assistance and case management focused on housing plans that establish and achieve milestones with the ultimate goal of helping individuals and families quickly exit homelessness by getting them housing.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.5.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
- F.5.2 Frequent and regular meetings with program participants to address barriers to housing.
- F.5.3 Provision of financial rent and move-in assistance necessary to support individuals and families obtain and maintain housing including, but not limited to: landlord incentives, security deposit including double or triple deposits, first or last month's rent payment, credit check fees, moving expenses, utility deposits or utility arrears, rental application fees, furniture and housing needs, and/or rental arrears impeding current ability to rent.

G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into HMIS and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall direct all new referrals to the Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System to ensure all program participants have been logged and screened for safety factors.
- G.3 CONTRACTOR shall regularly conduct and accommodate for access and functional needs on all program participants.
- G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
 - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.
- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.
 - G.6.1 Maintain security guards and ensure security guards are present on-site 24 hours a day, 7 days a week to limit public access and enforce social distancing in consideration of COVID-19.
- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.
- G.8 CONTRACTOR shall coordinate daily temperature and COVID-19 symptom assessments and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable and not cluttered or damaged.
 - G.9.1 Checks shall be scheduled in advance, in consultation with guests, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing and privacy of the resident and his/her belongings.
- G.10 CONTRACTOR shall ensure meals are provided and delivered to guest rooms practicing safety procedures as necessary and with consideration to individual health and dietary needs.
 - G.10.1 Minimum Meal Portions:
 - G.10.1.a 2 x 3-ounce servings of lean protein per day
 - G.10.1.b 2-cups of fruit per day
 - G.10.1.c 3-cups of vegetables per day

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.10.1.d 1 x 12-ounce bottle of water per meal
- G.10.1.e 1-pint milk or fruit juice per meal
- G.10.2 Minimum Delivery Requirements:
 - G.10.2.a Hold hot foods at a minimum of 140 degrees Fahrenheit during transportation and distribution and not to exceed 2 hours.
 - G.10.2.b Hold cold foods at a maximum of 40 degrees Fahrenheit during transportation and distribution.
- G.11 CONTRACTOR shall obtain and utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and guests as needed.

H. REPORTING INSTRUCTIONS & SUBMISSION

H.1 REPORTING UPDATES:

- H.1.1 CONTRACTOR shall report by close of business every Friday to the Monterey County Emergency Operations Center on the following metrics:
 - H.1.1.a Cumulative number of program participants that participated in the program tallied daily.
 - H.1.1.b Number of program participants actively participating in the program tallied daily.
 - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program tallied daily.
 - H.1.1.d Number of motel rooms occupied by the program tallied daily.
- H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
 - H.1.2.a Incidents resulting in a threat to life safety and property.
 - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
 - H.1.2.c Deceased program participants.

H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:

- H.2.1 Number of active program participants
- H.2.2 Number of program participants assessed and actively engaged in case management
- H.2.3 Number of program participants exited to transitional or permanent housing
- H.2.4 Detailed program participant discharge information including
 - H.2.4.a Days in program
 - H.2.4.b Reason for discharge
 - H.2.4.c Types of services provided
 - H.2.4.d Types of benefits secured
 - H.2.4.e Destination upon discharge
- H.2.5 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.

I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in **Exhibit B**, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 USE OF CONTINGENCY FUNDS

SCOPE OF SERVICES/PAYMENT PROVISIONS

I.2.1 Contingency funds have been established for the specific use of returning hotel rooms, utilized through this program, to their original and usable state up to a capped amount, not to exceed, **\$500,000** that may only be accessed for the following reasons. Anything exceeding this amount will not be paid for by the County of Monterey.

I.2.1.a Contingency triggering events:

- i. Damages or theft that are not covered by the motel's insurance, which must be used before access to the contingency funds can be utilized up to the capped, not to exceed amounts.
- ii. Damages or theft exceeding the amount covered through CONTRACTOR'S insurance, which must be used before access to the contingency funds can be utilized up to the capped, not to exceed amounts.
- iii. Damages or theft that are not covered by CONTRACTOR'S insurance that do not exceed the capped, not to exceed total amount stated above. "Damages" in this section includes the infestation of bed bugs and negligence or willful damage to facilities, durable supplies and equipment caused by program participants.

I.3 PAYMENT SUMMARY

I.3.1 **The total amount payable by County to CONTRACTOR for the period September 9, 2020 through December 30, 2020 shall not exceed two million six hundred eighty-three thousand eight hundred fifty-six dollars and twenty-seven cents (\$2,683,856.27).**

I.3.2 **The total amount payable by County to CONTRACTOR for the period December 31, 2020 through June 30, 2021 shall not exceed two million two hundred forty-two thousand three hundred thirty-six dollars and zero cents (\$2,242,336.00).**

I.3.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **four million nine hundred twenty-six thousand one hundred ninety-two dollars and twenty-seven cents (\$4,926,192.27).**

I.3.4 **Initial payment of two hundred fifty thousand dollars (\$250,000.00) shall be paid upon execution of the Agreement and will be offset by sixty-two thousand five hundred (\$62,500) over four (4) monthly invoices throughout the term of the Agreement.**

J. INVOICING INSTRUCTIONS & SUBMISSION

J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.

J.1.1 The final close out invoice for contingencies is due no later than 30 days following the program's closure.

J.2 The invoice shall be submitted on the invoice form set forth in Exhibit DDD-1.

J.3 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

End of Exhibit AAAA-1

MONTEREY COUNTY DEPT OF SOCIAL SERVICES
 Coalition of Homeless Services Providers
 December 31, 2020 - June 30, 2021

CATEGORY	Project Roomkey	Extension of Project Roomkey	AMENDED CONTRACT BUDGET
	Original Budget \$456,994.00	AMENDMENT \$1,785,342.00	\$2,242,336.00
Personnel	\$ 40,320.00	\$ 54,000.00	\$ 94,320.00
Mental Health Assistance	\$ 7,000.00	\$ -	\$ 7,000.00
Supplies	\$ 525.00	\$ 2,300.00	\$ 2,825.00
Food	\$ 56,250.00	\$ 222,700.00	\$ 278,950.00
Transportation	\$ 525.00	\$ 1,380.00	\$ 1,905.00
Motel Rooms	\$ 139,500.00	\$ 472,255.00	\$ 611,755.00
Cleaning Fees	\$ 9,000.00	\$ 24,500.00	\$ 33,500.00
Security	\$ 96,075.00	\$ 322,000.00	\$ 418,075.00
Rapid Rehousing	\$ 38,418.00	\$ 175,000.00	\$ 213,418.00
	\$ -	\$ -	\$ -
Administrative Costs	\$ 19,381.00	\$ 61,207.00	\$ 80,588.00
Contingency	\$ 50,000.00	\$ 450,000.00	\$ 500,000.00
TOTAL	\$ 456,994.00	\$ 1,785,342.00	\$ 2,242,336.00

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

Person Completing Form: _____

Phone: _____

Date: _____