#### **COUNTY OF MONTEREY**

Amendment No. 1 to Agreement No. 5010-428 Housing Resource Center

**THIS AMENDMENT No. 1** is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Housing Resource Center. (hereinafter, "CONTRACTOR").

WHEREAS, the COUNTY and CONTRACTOR entered into an agreement for provision of housing support to families who are receiving child welfare services in Monterey County and who are experiencing or at risk or homelessness, for a term of July 1, 2024 through June 30, 2025 with a total contract amount of \$459,121 (hereinafter, "Original Agreement").

WHEREAS, the parties wish to amend the agreement via Amendment No. 1 by adding the remaining allocated funds for this program of \$644,280, extending the contract term through December 31, 2026 for a revised contract total of \$1,103,401.

#### **AGREEMENT**

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

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

- 1. Section 1.0, Paragraph titled "GENERAL DESCRIPTION" is hereby amended as follows: "The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit AA in conformity with the terms of this Agreement."
- 2. Section 2.0, Paragraph titled "PAYMENT PROVISIONS" is hereby amended as follows: "County shall pay CONTRACTOR in accordance with the payment provisions set forth in Exhibit AA, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed \$1,103,401."
- **3. Section 3.0, Paragraph titled "TERM OF AGREEMENT**" is hereby amended as follows: "The term of this Agreement is from July 1, 2024 to **December 31, 2026**, unless sooner terminated pursuant to the terms of this Agreement."
- **4.** Exhibit AA replaces Exhibit A and reflects the addition of \$644,280 to the total amount, an update to the end of the term date, of **December 31, 2026**, and a fiscal provision that funds unspent at the end of the 2024-25 fiscal year shall roll over into the 2025-26 and 2026-27 fiscal years.
- 5. Exhibit BB replaces Exhibit B and references the new Exhibit AA Exhibit CC, Exhibit DD, Exhibit D-1 and Exhibit D-2.
- 6. Exhibit CC replaces Exhibit C, Budget and reflects the addition of the \$644,280 for a new contract total of \$1,103,401 and revised contract term.

- 7. Exhibit DD replaces Exhibit D, Invoice and reflects the revised invoice total.
- **8.** Exhibit D-1 is the new Invoice for FY 2025-26.
- **9. Exhibit D-2** is the new Invoice for FY 2026-27.
- **10.** Except as provided herein, all remaining terms, conditions, provisions, entitlements and obligations of the Original Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Original Agreement.
- 11. A copy of this Amendment No. 1 shall be attached to the Original Agreement.

[signature page follows]

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

#### **COUNTY OF MONTEREY:**

By: Rolling Franks

Scherese 255F451...
DSS Director or Designee

Date: 6/11/2025 | 4:02 PM PDT

#### Approved as to Form

By: Line Britton

Add0091E5DE03408...

Deputy County Counsel

Date: 5/21/2025 | 10:01 AM PDT

#### **Approved as to Fiscal Provisions**

By: Patricia Ruiz

Auditor Controller's Office

Date: 5/21/2025 | 10:36 AM PDT

#### **CONTRACTOR:**



(Print Name & Title)

Date: 5/19/2025 | 5:30 PM PDT

By: Joe Servi 4021B5103ADF443... (Secretary, CFO, Treasurer)

Joe Servi
(Print Name and Title)

Date: 5/21/2025 | 5:16 AM PDT

## HOUSING RESOURCE CENTER BRINGING FAMILIES HOME

A. TOTAL FUNDING: \$1,103,401.00 Bringing Families Home Allocation

**B. CONTRACT TERM:** 07/01/2024 – 12/31/2026

C. CONTACT INFORMATION:

County Contract Monitor: County of Monterey Department of Social Services

Patricia L. Hernandez, J.D., Management Analyst 1000 S. Main Street, Suite 206 Salinas, CA 93901

Phone: (831) 759-6768

hernandezpl@countyofmonterey.gov

Contractor Information: Housing Resource Center

Alexa Johnson, Executive Director

60 W. Market St., Ste. 130, Salinas, CA 93901

Phone: (831) 424 9186 x170

alexaj@hrcmc.org

Location of Services: Bringing Families Home

60 W. Market St., Ste. 130, Salinas, CA 93901

#### D. CONTRACT AWARD INFORMATION

CONTRACTOR UEI Number: YD3NMRHL2DP3

Date County Awarded Funding: 02/11/2022

ALN and Dollar Amount: N/A Federal Award Description: N/A Research and Development: No

Indirect Cost Rate: N/A

#### E. BACKGROUND:

The purpose of this agreement is to establish a Bringing Families Home (BFH) program in Monterey County. The allocation awarded to the COUNTY through the BFH program will allow CONTRACTOR to provide housing supports to families who are receiving child welfare services and who are experiencing or are at risk of homelessness, thereby increasing family reunification and preventing foster care placements in Monterey County.

#### F. BRINGING FAMILIES HOME (BFH) 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 BFH Eligibility Criteria

- F.1.1 Target Population: Monterey County families or individuals who meet all three conditions shall be potentially eligible to BFH services.
  - 1. Receive child welfare services at the time eligibility is determined;

- 2. Are homeless, at risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home, including individuals who have not received an eviction notice; and
- 3. Voluntarily agree to participate in the program.
- **F.2 Program Eligibility:** to be eligible to BFH services, the referred individual/family must meet the program eligibility requirements outlined below, including eligibility requirements related to provision of child welfare services and housing instability.
  - F.2.1 *Child Welfare Services:* to be eligible for BFH, an individual or family, including but not limited to biological parents, guardians, or kinship guardians (e.g. applicable grandparents), must receive child welfare services at the time eligibility is determined. The BFH WIC Section 16523(a) defines "child welfare services" for BFH as having the same meaning as defined in WIC Section 16501. The child welfare service component types for BFH eligible families may include but are not limited to Family Reunification, Family Maintenance, Emergency Response services, or families in receipt of voluntary supervision to prevent the need for the child's or children's removal.
  - F.2.2 **Housing Instability:** BFH requires that the individual or family is experiencing housing instability, which includes being homeless, at risk of homelessness, or living in a situation that cannot accommodate a child or multiple children in the home. These categories of housing instability are defined below in sections F.2.3 F.2.5
  - F.2.3 *Homelessness:* the family or individual seeking BFH services shall be considered "homeless" if they meet any of the following:
    - 1. Lacks a fixed, regular, and adequate nighttime residence
    - 2. Living in a primary nighttime residence that is a public or private place not designated for, or ordinarily used as a regular sleeping accommodation for human beings, including but not limited to: a car, park, abandoned building, bus or train station, airport, or camping ground.
    - 3. Living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements, including: hotels or motels paid for by federal, state, or local government programs for low income individuals, or by charitable organizations, congregate shelters, or transitional housing.
    - 4. Living in a shelter or place not meant for human habitation and exiting an institution where the family or individual temporarily resided.
    - 5. Will imminently lose housing, including but not limited to: housing they own, rent, or live in without paying rent, are sharing with others, or rooms in hotels or motels not paid for by federal, state, or local government programs for low income individuals or by charitable organizations, if any of the following are met:
      - i. Primary nighttime residence will be lost within 14 days as evidenced by any of the following:
        - A court order resulting from an eviction action that notifies the family or individual they must leave within 14 days

- The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days.
- Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause.
- ii. No subsequent residence identified
- iii. Lacks resources or support networks needed to obtain other permanent housing.
- 6. Unaccompanied youth and homeless families with children and youth defined as homeless under any other federal statute as of the effective date of this program, who meet all of the following:
  - i. Have experienced a long-term period without living independently in permanent housing.
  - ii. Have experienced persistent instability as measured by frequent moves over that long-term period.
  - iii. Can be expected to continue in that status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.
- 7. Families may be considered homeless and lack an adequate nighttime residence pursuant to WIC Section 16523(d)(1) if individuals or families are fleeing or attempting to flee domestic violence, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family if they have no other residence and lack the resources or support to obtain other permanent housing.
- F.2.4 *At Risk of Homelessness:* the family or individual is considered "at risk of homelessness" if they meet all of the following requirements:
  - 1. Are experiencing housing instability, defined as, housing instability that places them at risk of becoming homeless including those who have not yet received an eviction notice,
  - 2. Have no subsequent permanent residence secured, and
  - 3. Lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.
- F.2.5 *Living Situation Cannot Accommodate a Child:* a living situation shall be considered unable to accommodate a child if the situation meets the following criteria:
  - 1. The parent or guardian's nighttime residence is not an adequate or appropriate long term housing placement for the child(ren) due to circumstances that would jeopardize the physical or mental health, safety, and/or wellbeing of the child, OR

- 2. Tenancy would be terminated for the family if the child(ren) were to live in the home, and
- 3. No subsequent permanent residence is secured, and
- 4. The family lacks the resources/support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.
- F.2.6 At-Risk Self Attestation: families and individuals shall be allowed to self-attest that they meet the definition of "at risk of homelessness" set out in this section, including that the living situation cannot accommodate a child or children. No additional verification or documentation demonstrating that a family meets the definition of "at risk of homelessness" is needed; CONTRACTOR shall not require further evidence for the purposes of BFH enrollment. This self-determination assumes that families in receipt of child welfare services are likely already more vulnerable to homelessness than the general population.
- **F.3 Screening and Prioritization:** WIC Section 16523.1(c)(2)(A), requires "an assessment of each family's housing and service needs, including a plan to assist them in meeting those needs, using an assessment tool developed in the local community or an assessment tool used in other jurisdictions." BFH applications shall be screened and prioritized based on assessment of the following safety factors:
  - F.3.1 *Continuing and risk of future child welfare needs:* families who are receiving or have received child welfare services shall be prioritized in a three tiered structure, as follows:
    - 1. Tier 1 First priority to families in open dependency, who are receiving family reunification and court ordered family maintenance services.
    - 2. Tier 2 Second priority to families receiving voluntary family maintenance child welfare services.
    - 3. Tier 3 Third priority to families with open emergency response referrals. This service level is given lowest priority, as homelessness alone does not require formal child welfare intervention.
  - F.3.2 *Housing instability:* regardless of the level of child welfare services received by the family, and their prioritization as outline above, each BFH referral shall include an assessment of housing instability using the Residential Stability Rating section of the Child and Adolescent Needs and Strengths (CANS) assessment. The ratings for this section of the CANS include the following scores:
    - 1. 0 No Evidence; this could be a strength
    - 2. 1 History or suspicion, monitor, may be an opportunity to build
    - 3. 2 Interferes with functioning, action needed
    - 4. 3 Disabling, dangerous, immediate or intensive action needed.
    - 5. In addition to the CANS assessment for each referral, the CONTRACTOR shall conduct a CARS assessment for Tier 3, third

priority referral it receives and deems appropriate for a CARS assessment.

F.3.3 *Health and safety of the child(ren)'s living situation:* the health and safety of the child's living situation shall be assessed by the Child and Family Team (CFT) and discussed at the CFT meeting. The CFT shall determine if there is an immediate risk to the child's health or safety that can be mitigated by housing services. These cases shall be identified as "emergency referrals" submitted to CONTRACTOR.

#### G. RAPID REHOUSING

CONTRACTOR shall utilize Rapid Rehousing (RRH) services across the full continuum of housing service needs to meet the varied needs of families. RRH is an evidence-based housing model that is designed to help individuals and families to quickly exit homelessness, return to housing in the community, and not become homeless again in the near term. Services are provided, as needed, until a family achieves housing stability or is transitioned to other longer-term housing support programming if needed. CONTRACTOR shall provide the following core service components:

#### **G.1** Case Management

- G.1.1 Case management should be person-centered, trauma informed, and provided in a manner consistent and in coordination with the child welfare service.
- G.1.2 The case management and housing services plan may include, but is not limited to, the following activities to assist BFH participants in achieving and maintaining housing stability:
  - 1. Develop a trusting relationship which utilizes appropriate cultural/linguistic supports and adaptations;
  - 2. Coordinate all components of a family's housing service plan;
  - 3. Coordinate with the child welfare case manager and court-ordered service plans
  - 4. Work with family and community to identify any and all available supports related to housing stability;
  - 5. Provide various forms of in-depth problem solving related to housing stability including but not limited to housing-budget development;
  - 6. Assist families in applying for other public assistance benefits to support housing stability, including assistance in accessing rent relief programs such as Emergency Rental Assistance Program;
  - 7. Assist families in accessing physical and behavioral health services in order to support housing stability; and
  - 8. Provide connections to benefits advocacy programs, workforce development programs, and/or access to other low-cost resources in order for BFH families to achieve or maintain housing stability.
- G.1.3 Housing-related case management should complement and coordinate with, but not replace or supplant, child welfare service plans, including court-ordered case plans.
- G.1.4 A family or individual's participation in BFH case management is voluntary, and clients should not be penalized or dis-enrolled from BFH due to failure to attend appointments or meet with a case manager.

- G.1.5 The BFH case management and support may extend beyond child welfare case management in support of housing retention and family stability.
- G.1.6 If reunification or maintenance is successful, families may need to continue receiving BFH support to achieve housing stability.
- G.1.7 If reunification is not successful, it is expected that programs will transition the individual or family off of BFH services and complete a warm handoff for other resources and services in the community.
- **G.2 Housing Navigation:** Housing navigation assists participating individuals and families in finding, applying for, securing, and moving into, interim and permanent housing, as needed. Housing navigation should also employ evidence-based tools, such as personcentered, trauma-informed care. Housing navigation services shall include, but are not limited to:
  - G.2.1 Landlord engagement, including outreach and appreciation events to recruit landlords to work with BFH families;
  - G.2.2 Searching for housing based on family's housing preferences and needs, as well as ensuring safety and habitability for children;
  - G.2.3 Building a resource list of available units and referring families to unit availability, according to their preferences for both interim and permanent housing options;
  - G.2.4 Transportation to housing location activities;
  - G.2.5 Assistance in completing housing applications and documentation as needed including but not limited to: preparing for the application process; assistance with advocating with landlords on behalf of the households; attending meetings between the landlord and the household to assist; and attending/supporting the lease signing and understanding tenant requirements and rights through the process.
  - G.2.6 Coordination with the local public housing authority and advocating for availability of affordable housing vouchers for BFH families;
  - G.2.7 Ensuring quality of housing placements; and
  - G.2.8 Assistance in making connections to permanent supportive housing.
- **G.3 Direct Financial Assistance:** Direct financial assistance includes any cost paid out on behalf of the participant related to securing or maintaining housing.
  - G.3.1 Examples of direct financial assistance include, but are not limited to:
    - 1. Landlord engagement, including outreach and appreciation events to recruit landlords to work with BFH families;
    - 2. Searching for housing based on family's housing preferences and needs, as well as ensuring safety and habitability for children;
    - 3. Building a resource list of available units and referring families to unit availability, according to their preferences for both interim and permanent housing options;
    - 4. Transportation to housing location activities;
    - 5. Assistance in completing housing applications and documentation as needed including but not limited to: preparing for the application process; assistance with advocating with landlords on behalf of the households; attending meetings between the landlord and the household

- to assist; and attending/supporting the lease signing and understanding tenant requirements and rights through the process.
- 6. Coordination with the local public housing authority and advocating for availability of affordable housing vouchers for BFH families;
- 7. Ensuring quality of housing placements; and
- 8. Assistance in making connections to permanent supportive housing.
- G.3.2 Direct financial assistance in the program budget should be maximized to ensure that families are provided housing or prevented from entering homelessness as quickly as possible.
- G.3.3 Assistance with interim housing, including but not limited to hotel, motel or bridge housing, should be available until permanent housing is available and should include housing navigation services to ensure participants are able to move into permanent housing as quickly as possible.
- **G.4 Housing Stabilization:** Housing stabilization services ensure, once housed a family's housing is safe, sustainable, and supports the safety and wellbeing of children. It is often delivered in conjunction with direct financial assistance.
  - G.4.1 Housing stabilization includes any of the following:
    - 1. Ongoing tenant education and engagement
    - 2. Case management
    - 3. Public systems assistance
    - 4. Provision of, or referrals to, legal assistance
    - 5. Credit repair assistance
    - 6. Provision of, or referrals to, life skills training
    - 7. Conflict mediation with landlords and neighbors
    - 8. Referral to employment services or benefit advocacy
    - 9. Referrals to cultural and linguistic supports and services
- H. HOUSING FIRST: Housing First means that individuals should be connected to housing or housing supports immediately without preconditions and unnecessary barriers.
  CONTRACTOR must operate in accordance with Housing First.
  - H.1 While CONTRACTOR must actively engage eligible families to participate in services, participants may choose not to participate, making service participation voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that some may interpret as a lack of "housing readiness."
  - **H.2** CONTRACTOR shall monitor the elements of the Housing First Self-Assessment for continuous program improvement. The elements of the self-assessment include:
    - H.2.1 *Low barrier entry*: Program enrollment is not contingent on pre-requisites such as sobriety, treatment or behavioral contingencies, disability status, income, credit or rental history, or any other behaviors that might be interpreted as indicating a lack of "housing readiness."
    - H.2.2 *Intake process is expedited, client-centered, and flexible:* Case managers meet with participants quickly and clearly communicate program expectations and offerings upon enrollment and throughout program.

- H.2.3 Access to housing is without preconditions: Program compliance and participation in services is not a condition of receiving or maintaining housing and participation is voluntary.
- H.2.4 Families are connected to permanent housing as early as possible in case planning: Participants are offered quick access to rapid re-housing assistance, including housing identification, rent and move-in assistance, and case management.
- H.2.5 *Interim housing interventions are offered:* Interim Housing Interventions (e.g., temporary housing, bridge housing, motels) are offered if permanent housing is not immediately available. If interim housing interventions are used there is a focus on safe and quick transitions to permanent housing.
- H.2.6 Participants are provided services that are evidence-based and client-centered: When engaging clients, evidence-based models are used (e.g., motivational interviewing, client-centered counseling, harm-reduction, trauma informed care). Clients' needs are continuously being assessed with the case plan being updated and communication is clear and ongoing.
- H.2.7 Leases or contractual agreements are used and reflect the same rights and responsibilities as other tenants: Participants receive education about their lease or occupancy agreement terms.
- H.2.8 Every effort is made to prevent a return to homelessness: Every effort is made to prevent a return to homelessness, including but not limited to rehousing. The BFH provider has protocols for how to work with families and landlords to prevent lease violations and preserve tenancy (e.g., tenant rights classes, landlord check ins, home visits). Services are continued despite change in housing status or placement.

#### I. STAFFING

- I.1 Executive Director (0.1 FTE)
  - I.1.1 Oversees expenditures of each program and assures funding remains on schedule to be spent
  - I.1.2 Assists Program Manager in contract compliance
  - I.1.3 Applies for grants to meet the additional needs of the program, not covered in the contract
  - I.1.4 Collaborates with Landlord Outreach Coordinator

#### **I.2** Finance Director (0.1 FTE)

- I.2.1 Organizes financial reports for application renewals
- I.2.2 Completes monthly invoicing for all programs

#### I.3 Accounting Support (0.1 FTE)

- I.3.1 Maintains all financial record of payments via Quickbooks
- I.3.2 Issues payments on behalf of tenants and vendors
- I.3.3 Organizes documents in preparation for annual reviews and audits

#### I.4 Program Manager (0.1 FTE)

- I.4.1 Provides direct oversight of BFH Case Manager and Housing Specialist.
- I.4.2 Attends monthly BFH meetings with staff to conduct case conferencing
- I.4.3 Manages referrals and waitlist
- I.4.4 Approves finances for BFH clients, ensuring expenses meet contract criteria
- I.4.5 Assures CONTRACTOR follows contract compliance

#### I.5 BFH Case Manager (1.0 FTE)

- I.5.1 The BFH Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer.
- I.5.2 Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
- I.5.3 Provide housing case management services outlined in section 5.1.1.
- I.5.4 Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
- I.5.5 Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
- I.5.6 Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment.
- I.5.7 Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
- I.5.8 Provide bi-lingual (English-Spanish) case management services either directly or through the use of a translator.
- I.5.9 Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
- I.5.10 Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.

#### I.6 BFH Housing Specialist (1.0 FTE)

- I.6.1 The BFH Housing Specialist shall provide the housing navigation services outlined in section 5.1.2., the direct financial services outlined in section 5.1.3, and the housing stabilization services outlined in section 5.1.4.
- I.6.2 The Housing Specialist shall identify and obtain subsidized temporary shelter for homeless families the same day as the customer attends and completes the intake and assessment.
- I.6.3 The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.
- I.6.4 Housing Specialist services will be provided weekly to each BFH customer referred.
- **J. DATA REPORTING:** Data collection, progress monitoring, and outcome reporting are essential and mandatory elements of BFH. Data needs should be considered when deciding on

staffing, training, and program design. Successful data integration goes beyond completing program data reports and requires building relationships with Homeless Management Information System (HMIS) administrators, service providers, and other entities that are part of the data integration process.

- **J.1 BFH Monthly Data Tracking:** CONTRACTOR shall track individual level and aggregate data on a monthly basis, including the following:
  - J.1.1 Name of caretaker and children
  - J.1.2 HMIS ID
  - J.1.3 Date of BFH approval
  - J.1.4 Where household slept the night prior to approval (unsheltered, staying with family/friends, imminent threat of losing housing, motel/hotel, shelter, inpatient treatment, incarceration, other temporary shelter explain)
  - J.1.5 The household's self-reported annual gross income (round to nearest dollar)
  - J.1.6 Indicate if any of the following are a barrier to housing entry:
    - 1. Poor credit
    - 2. Past evictions
    - 3. Criminal record
    - 4. Poor rental history
    - 5. Insufficient income
    - 6. Other (explain)
  - J.1.7 Indicate if any of the following are a barrier to the housing retention:
    - 1. Substance abuse
    - 2. Physical health
    - 3. Mental health
    - 4. Insufficient income
    - 5. Other (explain)
  - J.1.8 CONTRACTOR shall collection information on the BFH household's housing, which includes the following:
    - 1. Date the household entered temporary housing for the first time while in BFH.
    - 2. Type of temporary housing (motel, shelter, shared housing, inpatient treatment, bridge housing, or other explain).
    - 3. Date household entered permanent housing.
    - 4. Type of housing intervention household received (rapid rehousing, permanent supportive housing, or other explain).
    - 5. Type of permanent housing (single-family apartment, single-family house, single-family trailer/mobile home, shared housing, other explain).
    - 6. Zip code of household's permanent housing
    - 7. Date of change
  - J.1.9 CONTRACTOR shall track the BFH household's housing status change. This is only to be done after they have been permanently housed and data has been provided in section *J.1.8* above. Housing status changes include:
    - 1. Date of the change of the household's housing status.
    - 2. Current housing at last check-in (unhoused/homeless, temporary housing, permanent housing, change in permanent housing).

- J.1.10 CONTRACTOR shall collect and report on expenditures spent on behalf of the BFH family during the report period. This includes a dollar amount of assistance issued to a household for the following:
  - 1. Temporary housing.
  - 2. Permanent housing.
  - 3. Deposits
  - 4. Credit repair
  - 5. Payments in arrears
  - 6. Other expenditures (explain)
- J.1.11 CONTRACTOR shall collect information when the BFH household exits from the program. This includes:
  - 1. Date the household exists the BFH program
  - 2. Household situation/types at exist (permanent housing, temporary housing, community provided housing, homeless, never housed, retained housing (imminent risk), or unknown).
  - 3. Reasons for exit (achieved housing stability, requested discontinuance explain, self-resolved, CWS closed/FR failed explain, ceases to engage, transition to non-BFH housing intervention, or other explain).
  - 4. Type of intervention the household had at exit (RRH, FUP voucher, Housing choice voucher, or other explain).
  - 5. Household's self-reported annual gross income
  - 6. Lost permanent housing and returned to homelessness. Include time spent in permanent housing.
- J.1.12 CONTRACTOR shall provide the following comments when applicable:
  - 1. Explain any major fluctuations in data, including major changes in procedures, programming or staffing that have affected the data.
  - 2. Provide any other comments
- J.1.13 CONTRACTOR acknowledges that data elements may change and depending on requirements issued by CDSS. CONTRACTOR shall update data tracking as needed.
- J.1.14 CONTRACTOR shall provide monthly data tracking for clients referred to the BFH program, using a designated tracking method agreed upon by both parties.
- **J.2 Homeless Management Information System (HMIS):** CONTRACTOR shall ensure participants served by BFH are entered into Monterey County's HMIS.
- J.3 Assembly Bill 977 Data Reporting Requirements:
  - J.3.1 Beginning January 1, 2023, CONTRACTOR shall enter the Universal Data Elements (Items 3.01-3.917) and the Common Data Elements (Items 4.02-4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the United States Department of Housing and Urban Development Homeless Management Information System Data Standards.
  - J.3.2 CONTRACTOR should follow United States Department of Housing and Urban Development (HUD) guidance on HMIS project set-up for BFH as an HMIS project and collect the appropriate data elements and collaborate with Monterey County's CoC HMIS lead to ensure proper project setup.

- **J.4 Formal Statewide Evaluation:** CONTRACTOR shall participate in activities related to any formal BFH evaluation, such as submitting data and logic models, conducting data reviews and cleaning, or participating in interviews, surveys, and focus groups.
- J.5 Program Performance Evaluation: CONTRACTOR shall regularly measure, monitor, and communicate program impact and performance. CONTRACTOR shall provide semi-annual reports to the COUNTY to track progress on process and outcome metrics, such as, but not limited to:
  - J.5.1 Number of families referred and approved for BFH
  - J.5.2 Number of families permanently housed who retain housing for 6 and 12 months
  - J.5.3 Child welfare service component changes while families are enrolled in BFH
  - J.5.4 Number of families with improved service receipt and connection in BFH
  - J.5.5 Participant satisfaction metrics
  - J.5.6 Time between referral and enrollment
  - J.5.7 Time between enrollment and placement in interim housing
  - J.5.8 Number of participants housed at program exit
  - J.5.9 Client stories and other qualitative information
  - J.5.10 Equity data, including:
    - 1. Race and ethnicity of participants,
    - 2. Disability status of participants,
    - 3. Sexual orientation and gender identity of participants,
    - 4. Primary language of participants, and
    - 5. Geographic location/distribution where housing is preserved or obtained

#### K. CONTRACTOR RESPONSIBILITIES

CONTRACTOR agrees to collaborate with the COUNTY and utilize the Core Practice Model (CPM) as a guide for service provision. CONTRACTOR shall follow the CPM framework as follows:

#### K.1 Engagement:

- K.1.1 Provide rapid rehousing services listed in section 5.0 in a trauma-informed and client-centered manner.
- K.1.2 Incorporate motivational interviewing and trauma-informed care to build relationships with a parent or guardian.
- K.1.3 Operate in accordance with Housing First section 6.0.

#### **K.2** Inquiry/Exploration:

- K.2.1 Review demographic data of child welfare and BFH participants and understand how program demographics compare to the racial and ethnic makeup of low income, unhoused families, and/or families in receipt of child welfare services. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.
- K.2.2 Utilize and track data to inform equitable services for families of marginalized populations including Black and Indigenous children who are overrepresented in the child welfare system.

- K.2.3 Seek meaningful input and participation from current and former BFH recipients, including recipients of color, that go beyond identifying disparities to try to identify causes of such disparities from individuals with lived experiences
- K.2.4 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for clients of the BFH program.

#### K.3 Advocacy

- K.3.1 Commit to addressing racial disproportionality for people experiencing homelessness and ensuring equitable provision of services for Black and Indigenous individuals and other people of color who are disproportionately impacted by homelessness.
- K.3.2 Operate the BFH program in a way that takes "meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics."

#### K.4 Teaming

- K.4.1 Work with the COUNTY to complete a Housing First Self-Assessment when requested by California Department of Social Services and create a Housing First Improvement Plan to improve service provisions.
- K.4.2 Collaborate and coordinate with the greater homelessness response system, including participation in the local homeless Continuum of Care and coordinated entry system.
- K.4.3 Collaborate with the Housing Authority of the County of Monterey (HACM) to utilize any available housing vouchers, such as the Family Unification Program vouchers or other housing resources offered by HACM to provide housing to eligible BFH families.
- K.4.4 Participate with the COUNTY in technical assistance opportunities provided by CDSS to help address racial equity within BFH programming and discuss strategies for strengthening outreach, case management, housing navigation, prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, data collection, performance monitoring and improving collaboration with the local homelessness response system.
- K.4.5 Participate in monthly meetings and as needed with COUNTY.
- K.4.6 Participate in CFT meetings as appropriate.

#### K.5 Accountability

K.5.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.

- K.5.2 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer's unavailability.
- K.5.3 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.
- K.5.4 Provide emergency intake and assessments within two (2) business days of receiving a request from the COUNTY.
- K.5.5 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.
- K.5.6 Provide timely data reports listed in section 8.0. Provide the monthly data report to the COUNTY by the 10<sup>th</sup> day of the month following the month in which services were performed using secure email.

#### L. COUNTY RESPONSIBILITIES

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

#### L.1 Engagement

- L.1.1 Respond to any inquiries from CONTRACTOR regarding a referral or placement.
- L.1.2 Share any changes in customer status or circumstances that impact CONTRACTOR.
- L.1.3 Participate in monthly meetings and as needed with CONTRACTOR and/or customer.

#### L.2 Inquiry/Exploration

- L.2.1 Review demographic data of child welfare and BFH participants and understand how program demographics compare to the racial and ethnic makeup of low income, unhoused families, and/or families in receipt of child welfare services. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.
- L.2.2 Utilize and track data to inform equitable services for families of marginalized populations including Black and Indigenous children who are overrepresented in the child welfare system.
- L.2.3 Monitor open cases to ensure client's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.

#### L.3 Advocacy

- L.3.1 Manage and monitor waitlist as needed.
- L.3.2 Provide referrals to CONTRACTOR in a timely manner to ensure compliance with Housing First. COUNTY shall include Release of Information signed by the family as part of the referral process. COUNTY shall also include a copy of the family's case plan, if applicable, to CONTRACTOR.

#### L.4 Teaming

- L.4.1 Work with the CONTRACTOR to complete a Housing First Self-Assessment when requested by California Department of Social Services and create a Housing First Improvement Plan to improve service provisions.
- L.4.2 Participate with CONTRACTOR in technical assistance opportunities provided by CDSS to help address racial equity within BFH programming and discuss strategies for strengthening outreach, case management, housing navigation, prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, data collection, performance monitoring and improving collaboration with the local homelessness response system.
- L.4.3 Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated BFH-17 monthly reporting requirements.
- L.4.4 Provide participant case plans to CONTRACTOR, when available, to prevent a duplication of case management services.
- L.4.5 Provide CONTRACTOR child welfare data elements that are required for eligibility and tracking purposes.
- L.4.6 Invite CONTRACTOR to CFT meetings as appropriate.

#### L.5 Accountability

- L.5.1 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.
- L.5.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.
- L.5.3 Provide emergency intake and assessments within two (2) business days of receiving a request from the COUNTY.
- L.5.4 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.

#### M. PERFORMANCE GOALS

- **M.1** Provide rapid rehousing and BFH services to support and place 20 families into permanent housing per year.
- **M.2** 75% of all referred customers are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the customer referral from COUNTY.
- **M.3** 50% of all customers who attend and successfully complete the intake and assessment and fully participate in program's services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

#### N. FISCAL PROVISIONS:

N.1 Budget: Total cost of this program is *one million, one hundred three thousand, four hundred and one dollars (\$1,103,401.00)* for the period of July 1, 2024 – 12/31/2026. Payment by COUNTY to CONTRACTOR shall not exceed this amount, budgeted as follows:

Fiscal Year	Budget Amount
2024-25	\$550,293.00
2025-26	\$365,853.00
2026-27	\$187,255.00

- N.2
- N.2.1 This program is fully funded by state allocations from the California Department of Social Services (CDSS), as outlined in County Fiscal Letter (CFL) 23/24-59
- N.2.2 Budget details are outlined in **Exhibit CC** of this Agreement.
- N.3 Invoicing: CONTRACTOR shall submit a signed monthly invoice with supportive documentation to the COUNTY setting forth the amount claimed by the 10<sup>th</sup> day of the month following the month in which services were performed. Invoices shall be submitted via the invoice template included as Exhibit DD, Exhibit D-1 and Exhibit D-2 of this Agreement.
  - N.3.1 Invoices shall be submitted electronically to the COUNTY contract monitor listed in this document.
- N.4 Unspent Funds: Any funds not expended in the fiscal year 2024-25 shall roll over into fiscal year 2025-26. Additionally, any unspent funds in FY 2025-26 shall roll over into fiscal year 2026-27.
- N.5 Reimbursement: the COUNTY shall reimburse the contractor pursuant to Exhibit BB, Section I, PAYMENT BY THE COUNTY.

(End of Exhibit AA)

## MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

#### ADDITIONAL PROVISIONS

#### I. PAYMENT BY COUNTY:

- **1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) 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 DD, Exhibit D-1, Exhibit D-2**.
- 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 10<sup>th</sup>. If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. 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:

- a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.
- b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy <a href="https://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures">www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures</a> and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at <a href="https://www.irs.gov">www.irs.gov</a>.
- **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.

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- (b) If COUNTY certifies and pays a lesser amount than the amount requested, COUNTY shall, immediately upon certification of the lesser amount, notify CONTRACTOR in writing of such certification. If CONTRACTOR does not protest the lesser amount by delivering to COUNTY a written notice of protest within twenty (20) days after CONTRACTOR's receipt of the certification, then payment of the lesser amount shall be deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.
- **1.06 Disputed payment amount**: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

#### II. PERFORMANCE STANDARDS & COMPLIANCE

- **2.01 Outcome objectives and performance standards**: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit AA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.
- **2.02** County monitoring of services: COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.
- **2.03** Notice of defective performance: COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.
- **2.04 Termination for cause**: Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

#### 2.05 Remedies for Inadequate Service Levels:

a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

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Exhibit B – Additional Provisions

- 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
    - 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

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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

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- Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
- The Rehabilitation Act of 1973, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
- 7 Code of Federal Regulations (CFR), Part 15 and 28 CFR Part 42;
- Title II of the Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
- Unruh Civil Rights Act, Calif. Civil Code Sec. 51 et seq., as amended;
- Monterey COUNTY Code, Chap. 2.80.;
- Age Discrimination in Employment Act 1975, as amended (ADEA), 29 U.S.C. Secs 621 et seq.;
- Equal Pay Act of 1963, 29 U.S.C. Sec. 206(d);
- California Equal Pay Act, Labor Code Sec. 1197.5.
- California Government Code Section 4450;
- The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.
- The Food Stamp Act of 1977, as amended and in particular Section 272.6.
- California Code of Regulations, Title 24, Section 3105A(e)
- Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808
- **4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR

Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

- 4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.
- **4.06** Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.
- 4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.
- 4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.
- **4.09 Binding on Subcontractors:** The provisions of paragraphs 4.01 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the nondiscrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

#### V. ADDITIONAL REQUIREMENTS

- 5.01 Covenant Against Contingent Fees: CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.
- 5.02 Debarment, Suspension and Fraud, and Abuse: CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:
  - Are not presently debarred, suspended, proposed for disbarment, declared a) ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
  - Have not, within a three-year period preceding this Agreement, been b) convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

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

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

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

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

#### VI. CONTRACT ADMINISTRATORS

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

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

#### VII. 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.

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#### VIII. 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.

# County of Monterey Department of Social Services Housing Resource Center Bringing Families Home Agreement Budget 7/01/2024 - 12/31/2026

Housing Resource Center 60 W. Market Street, Ste. 130 Salinas, CA 93901

CATEGORY	FY	Z <b>2024-25</b>	F	Y 2025-26	F	Y 2026-27	(	Grand Totals
Payroll								
Executive Director	\$	8,696	\$	6,500	\$	6,500	\$	21,696
Finance Director	\$	4,348	\$	4,000	\$	4,000	\$	12,348
Accounting Support	\$	5,348	\$	5,348	\$	5,348	\$	16,044
BFH Program Manager	\$	18,043	\$	15,000	\$	15,000	\$	48,043
BFH Case Manager	\$	54,083	\$	47,088	\$	15,800	\$	116,971
BFH Housing Specialist	\$	52,321	\$	41,000	\$	15,800	\$	109,121
Benefits	\$	20,790	\$	9,878	\$	6,000	\$	36,668
Operating Costs								
Human Resources	\$	1,800	\$	1,700	\$	600	\$	4,100
Insurance	\$	1,850	\$	1,500	\$	900	\$	4,250
Meetings and Travel	\$	2,070	\$	2,070	\$	500	\$	4,640
Rent	\$	9,753	\$	6,907	\$	3,000	\$	19,660
Supplies	\$	1,600	\$	800	\$	250	\$	2,650
Telephone and Internet	\$	4,139	\$	3,800	\$	1,194	\$	9,133
IT Equipment	\$	3,000	\$	750	\$	-	\$	3,750
Direct Costs								
Direct Financial Assistance to Famil	\$	362,452	\$	219,512	\$	112,363	\$	694,327
TOTAL	\$ 5	550,293.00	\$	365,853.00	\$	187.255.00	\$	1,103,401.00

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

Housing Resource Center - BFH Agreement: 5010-428 FY 2024-27

Exhibit CC

**EXHIBIT DD** 

#### County of Monterey Department of Social Services Housing Resource Center of Monterey County Bringing Families Home Program

## Monthly Report of Expenditures 07/01/2024 - 06/30/2025

	Invoice Number:	XX-XXX
Remit To:		
Housing Resource Center		
60 W. Market Street, Ste. 130	FY 24/25 Service Month:	
Salinas, CA 93901		

CATEGORY	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	
Payroll Payroll					
Executive Director	\$ 8,696.00			\$ 8,696.00	
Finance Director	\$ 4,348.00			\$ 4,348.00	
Accounting Support	\$ 5,348.00			\$ 5,348.00	
BFH Program Manager	\$ 18,043.00			\$ 18,043.00	
BFH Case Manager	\$ 54,083.00			\$ 54,083.00	
BFH Housing Specialist	\$ 52,321.00			\$ 52,321.00	
Benefits	\$ 20,790.00			\$ 20,790.00	
Operating Costs					
Human Resources	\$ 1,800.00			\$ 1,800.00	
Insurance	\$ 1,850.00			\$ 1,850.00	
Meetings and Travel	\$ 2,070.00			\$ 2,070.00	
Rent	\$ 9,753.00			\$ 9,753.00	
Supplies	\$ 1,600.00			\$ 1,600.00	
Telephone and Internet	\$ 4,139.00			\$ 4,139.00	
IT Equipment	\$ 3,000.00			\$ 3,000.00	
Direct Costs					
Direct Financial Assistance to Families	\$ 362,452.00			\$ 362,452.00	
TOTAL	\$ 550,293.00			\$ 550,293.00	

Person completing form:	
Authorized signature	Title
Date	Phone no.: ( )
DSS approval:	Date:

#### County of Monterey Department of Social Services Housing Resource Center Bringing Families Home

### Monthly Expenditures Report 07/01/25-06/30/26

Remit To:	Invoice Number:	XX-XXX
Housing Resource Center		
60 W. Market Street, Ste. 130	FY 25/26 Service Month:	
Salinas, CA 93901		

CATEGORY	TOTAL CONTRACT FUNDS	MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS	
Payroll					
Executive Director .05 FTE	\$ 6,500.00			\$ 6,500.00	
Finance Director .04 FTE	\$ 4,000.00			\$ 4,000.00	
Accounting Support .08 FTE	\$ 5,348.00			\$ 5,348.00	
BFH Program Manager .20 FTE	\$ 15,000.00			\$ 15,000.00	
BFH Case Manager .80 FTE	\$ 47,088.00			\$ 47,088.00	
BFH Housing Specialist .80 FTE	\$ 41,000.00			\$ 41,000.00	
Benefits	\$ 9,878.00			\$ 9,878.00	
Operating Costs					
Human Resources	\$ 1,700.00			\$ 1,700.00	
Insurance	\$ 1,500.00			\$ 1,500.00	
Meetings and Travel	\$ 2,070.00			\$ 2,070.00	
Rent	\$ 6,907.00			\$ 6,907.00	
Supplies	\$ 800.00			\$ 800.00	
Telephone and Internet	\$ 3,800.00			\$ 3,800.00	
IT Equipment	\$ 750.00			\$ 750.00	
Direct Costs					
Direct Financial Assistance to Families	\$ 219,512.00			\$ 219,512.00	
TOTAL	\$ 365,853.00			\$ 365,853.00	

Person completing form:	
Authorized signature	Title
Date	Phone no.: ( )
DSS approval:	Date:

#### County of Monterey Department of Social Services Housing Resource Center Bringing Families Home

## Monthly Expenditures Report 07/01/2026-12/31/2026

			Invoice Number:	xx-xxx
Remit To: Housing Resource Center 60 W. Market Street, Ste. 130 Salinas, CA 93901				
C		MONTHLY EXPENSE	YTD EXPENSE	BALANCE CONTRACT FUNDS
\$	6,500.00			\$ 6,500.00
\$	4,000.00			\$ 4,000.00
\$	5,348.00			\$ 5,348.00
\$	15,000.00			\$ 15,000.00
\$	15,800.00			\$ 15,800.00
\$	15,800.00			\$ 15,800.00
\$	6,000.00			\$ 6,000.00
\$	600.00			\$ 600.00
\$	900.00			\$ 900.00
\$	500.00			\$ 500.00
	3,000.00			\$ 3,000.00
\$	250.00			\$ 250.00
\$	1,194.00			\$ 1,194.00
				\$ -
\$	112,363.00			\$ 112,363.00
\$	187,255.00			\$ 187,255.00
	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	\$ 6,500.00 \$ 4,000.00 \$ 15,000.00 \$ 15,800.00 \$ 15,800.00 \$ 6,000.00 \$ 6,000.00 \$ 900.00 \$ 500.00 \$ 3,000.00 \$ 1,194.00 \$ 112,363.00 \$ 187,255.00	TOTAL CONTRACT FUNDS  \$ 6,500.00 \$ 4,000.00 \$ 15,000.00 \$ 15,800.00 \$ 15,800.00 \$ 6,000.00 \$ 900.00 \$ 30,000 \$ 30,000 \$ 11,194.00  \$ 187,255.00	TOTAL CONTRACT FUNDS  \$ 6,500.00 \$ 4,000.00 \$ 15,800.00 \$ 15,800.00 \$ 15,800.00 \$ 6,000.00 \$ 500.00 \$ 15,800.00 \$ 11,194.00 \$ 112,363.00 \$ 187,255.00

Housing Resource Center - BFH Agreement: 5010-428

DSS approval:

Exhibit D-2

Date: \_\_\_\_\_



## **Monterey County Board of Supervisors**

#### **Board Order**

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

#### Agreement No.: A-16901; Amendment No.: 1

- a. Approve and authorize the Director or designee of the Department of Social Services to sign Amendment No. 1 to Agreement A-16901 with Housing Resource Center to provide provision of the Bringing Families Home housing program for families who receive child welfare services, for whom a housing instability creates barriers to reunification or risk of out of home care by adding \$644,280 for a new contract total of \$1,103,401 and extend the term by 18 months for a new agreement term of July 1, 2024 to December 31, 2026; and
- b. Authorize the Director or designee of the Department of Social Services to sign up to three amendments to this Agreement where the total amendments do not exceed 10% (\$110,340) of the amended contract amount, do not significantly change the scope of work, and do not exceed the maximum aggregate amount of \$1,213,741.

PASSED AND ADOPTED on this 10<sup>th</sup> day of June 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew and Daniels

NOES: None ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 10, 2025.

Dated: June 11, 2025 File ID: A 25-198 Agenda Item No.: 40 Valerie Ralph, Clerk of the Board of Supervisors County of Monterey, State of California

Emmanuel H. Santos, Deputy