

COUNTY OF MONTEREY

AMENDMENT #1 to PSA #962

Housing Resource Center of Monterey County

ORIGINAL

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

This Amendment modifies the agreement for homeless prevention services, executed on June 17, 2014 (hereinafter, "Original Agreement") by adding **\$925,190 to expand the provision of Family Stabilization Program services and adding a CalWORKs Housing Support Program for housing assistance to eligible CalWORKs customers, increasing the total contract amount to \$1,000,000, and extending the term of the agreement through June 30, 2016.** Therefore, the parties agree:

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

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

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

2.01 COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AA**, subject to the limitations set forth in this Agreement. The total amount payable by COUNTY to CONTRACTOR under this Agreement is not to exceed the sum of **\$1,000,000**.

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

3.01 The term of this Agreement is from July 1, 2014 to **June 30, 2016**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

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

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

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

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

1.01 **Monthly Claims by CONTRACTOR:** Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. The invoice shall be submitted in the form set forth in **Exhibit DD**.

1.02 **Allowable Costs:** Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement as set forth in the budget, attached hereto as **Exhibit 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.

2.01 **Outcome objectives and performance standards:** CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in **Exhibits AA and AA-1**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibits AA and AA-1** unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.

6. Exhibits A, A-1, C, and D of the Original Agreement are rescinded, and replaced by Exhibits **AA, AA-1, CC and DD**, attached.

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

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

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

COUNTY OF MONTEREY:

CONTRACTOR:

By: _____
DSS Director

Housing Resource Center

By: Frank Brunings
(Chair, President, Vice-President)

Date: _____

Frank Brunings, vice chair
(Print Name & Title)

Date: 10/6/14

Approved as to Form:

By: Nancy DeSerpa
(Secretary, CFO, Treasurer)

[Signature]
Deputy County Counsel

Nancy DeSerpa, Secretary
(Print Name and Title)

Date: 10-15-14

Date: 10/6/14

Approved as to Fiscal Provisions:

[Signature]
Auditor-Controller's Office

Date: 11-15-14

SCOPE OF SERVICES

HOUSING RESOURCE CENTER OF MONTEREY COUNTY (HRC)A. Total Funding

Family Stabilization Program	\$ 623,375
<u>Housing Support Program</u>	\$ 376,625
	\$1,000,000

Federal Funds - Federal Catalog # 93.558

B. Contract Term: July 1, 2014 to June 30, 2016

C. County Contact: Monterey County Community Action Partnership
 County Contract Monitor Lauren Miller, Management Analyst
 1000 S. Main St., Suite 301, Salinas CA 93901
 Phone: (831) 796-3584 Fax: (831) 755-8477
millerl@co.monterey.ca.us

Program Monitor

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

D. Agency Information

1. Administrative Office:

Housing Resource Center of Monterey County
 Leila Emadin, Executive Director
 P.O. Box 1307
 Salinas, CA 93902
 Phone: 831-424-9186 Fax: 831-757-1349
ed@hrcmc.org

2. Location of Services:

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

3. Contact Person:

Contractual Matters
 Leila Emadin, Executive Director
 P.O. Box 1307
 Salinas CA, 93902
 Phone: 831-424-9186 Fax: 831-757-1349
ed@hrcmc.org

SCOPE OF SERVICES

Program Matters

Sandra Boone, Program Manager

P.O. Box 1307

Salinas CA, 93902

Phone: 831-424-9186 Fax: 831-757-1349

ProgramManager@hrcmc.orgFinance

Jennifer Rego, Finance Manager

P.O. Box 1307

Salinas CA, 93902

Phone: 831-424-9186 Fax: 831-757-1349

FinanceMngr@hrcmc.org**E. Services Provided:****1. Family Stabilization Program \$623,375**Background

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

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

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

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

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

SCOPE OF SERVICES

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

Description of Services

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

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

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

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

DSS/ CalWORKs Case Managers' Responsibilities:

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

Contractor's Responsibilities:

- Participate in **weekly** MDT meetings with DSS/CalWORKs case managers.
- Accept DSS/CalWORKs referrals for housing/shelter search and **assistance**.
- **Make first appointment with DSS referred customers within three (3) business days of receiving a referral.**
- **Evaluate each referred family and determine housing needs.**
- **Partner with other Monterey County housing agencies to place customers with extenuating family circumstances in housing units designed to**

SCOPE OF SERVICES

support those circumstances to include but not limited to: Shelter Outreach Plus, Pueblo Del Mar, Homeward Bound and Sun Street Centers.

- Provide temporary shelter referrals to referred families from the date of first contact with Contractor until their first appointment with Contractor.
- Place DSS referred customers in available, safe and affordable housing efficiently to minimize the number of days a family will experience homelessness.
- Document and update a list of available low cost housing units as they become known throughout the areas of Monterey County.
- Conduct a visual habitability inspection of the proposed rental unit.
- Provide Housing Case Management services as recommended by the MDT.
- Provide DSS/CalWORKs with **monthly** data reports on **families** associated with the FS program.
- Determine eligibility for rental assistance and **provide payments directly to third parties.**
- **Ensure that each DSS referred customer pays a portion of the agreed monthly rent amount.**
- Submit **monthly** narrative reports, as outlined in **Exhibit AA-1**, on FS program activities and caseload. Due to the fact that this is a new program, the County will work with the Contractor on future reporting that meet the needs of the MDT as the program evolves.

2. Housing Support Program \$376,625

Background

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

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

- a. Lacking a fixed and regular nighttime residence; or
- b. Having a primary nighttime residence that is a supervised publically or privately operated shelter designed to provide temporary living accommodations; or
- c. Residing in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
- d. In receipt of a judgment for eviction, as ordered by a court.

SCOPE OF SERVICES

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

Description of Services

HSP funding must be expended by June 30, 2015. Continued funding for this program is contingent on State and Federal funding.

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

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

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

Families in the HS program will receive progressive, ongoing case management services, including monthly office visits and regular home visits. Additional case management services will include financial literacy education, including budgeting and money management services.

A HS program protocol will be developed by DSS to manage the program referral process.

DSS Responsibilities:

- Identify families who are eligible for the HS program and indicate Program Code for fiscal claiming.

SCOPE OF SERVICES

- **Make timely direct referrals to Contractor to provide HS housing/shelter and supportive services.**

Contractor Responsibilities:

- **Accept DSS/CalWORKs referrals for HS program services**
- **Make first appointment with DSS referred customers within three (3) business days of receiving a referral.**
- **Evaluate each referred family and determine housing needs.**
- **Partner with other Monterey County housing agencies to place customers with extenuating family circumstances in housing units designed to support those circumstances to include but not limited to: Shelter Outreach Plus, Pueblo Del Mar, Homeward Bound and Sun Street Centers.**
- **Provide temporary shelter referrals to referred families from the date of first contact with Contractor until their first appointment with Contractor.**
- **Place DSS referred customers in available, safe and affordable housing efficiently to minimize the number of days a family will experience homelessness.**
- **Document and update a list of available low cost housing units as they become known throughout the areas of Monterey County.**
- **Conduct a visual habitability inspection of the proposed rental unit.**
- **Provide Housing Case Management services.**
- **Provide DSS/CalWORKs with monthly data reports on families associated with the FS program.**
- **Determine eligibility for rental assistance and provide payments directly to third parties.**
- **Ensure that each DSS referred customer pays a portion of the agreed monthly rent amount.**
- **Submit monthly narrative reports, as outlined in Exhibit AA-1, on HS program activities and caseload. Due to the fact that this is a new program, the County will work with the Contractor on future reporting needs as required by California Department of Social Services.**
- **Work with DSS to make program changes as needed to maximize success.**

F. Invoicing Instructions and Submission

Invoicing shall be submitted by program component (HSP or FSP) against the total contract dollar amount. **Contractor shall submit signed invoices with supportive documentation as outlined in Exhibit AA-1.**

The total amount payable by County to Contractor under this Agreement shall not exceed **one million dollars (\$1,000,000).**

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

INVOICING AND REPORTING REQUIREMENTS

Invoicing Instructions and Submission

Invoicing shall be submitted against the total contract dollar amount and be tracked separately by service program.

Contractor shall submit signed invoices with supportive documentation to the County setting forth the amount claimed by the 10th day of the month following the month in which services were performed commencing August 10, 2014, with the final invoice due no later than **July 10, 2016**. **Contractor acknowledges that all funding under this Agreement will be exhausted by June 30, 2016. In order to accommodate the fiscal year end, all invoices for the month of June (2015 and 2016) must be submitted by June 15th.**

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

All Invoices shall be mailed to:

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

Outcomes Reporting

Contractor shall provide monthly summary reports on program outcomes for both the Family Stabilization Program and the Housing Support Program based on deliverables outlined in the Contractor Responsibilities section for each program of Exhibit AA. These reports should be submitted along with the corresponding monthly invoice.

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

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

BUDGET

CATEGORY	FAMILY STABILIZATION PROGRAM	HOUSING SUPPORT PROGRAM	TOTALS
	HOUSING/SHELTER SERVICES	HOUSING/SHELTER SERVICES	
Program Personnel/Labor	\$134,490	\$81,255	\$215,745
Taxes & Benefits	\$36,900	\$22,294	\$59,194
Temporary Financial Assistance (TFA)	\$323,619	\$195,521	\$519,140
Supportive Services Provision	\$27,117	\$16,383	\$43,500
Program Administration	\$63,004	\$38,066	\$101,070
Indirect Costs	\$38,245	\$23,106	\$61,351
TOTAL	\$623,375	\$376,625	\$1,000,000

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

Exhibit DD

Remit To:
Housing Resource Center of Monterey County
PO Box 1307 Salinas, CA 93902

Invoice Month:

Expense Categories	Total Budget	Family Stabilization Program	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Program Personnel/Labor	\$ 134,490.00	\$ -	\$0.00	\$0.00	\$ 134,490.00
Taxes & Benefits	\$ 36,900.00	\$ -	\$0.00	\$0.00	\$ 36,900.00
Temporary Financial Assistance	\$ 323,619.00	\$ -	\$0.00	\$0.00	\$ 323,619.00
Supportive Services Provision	\$ 27,117.00	\$ -	\$0.00	\$0.00	\$ 27,117.00
Program Administration	\$ 63,004.00	\$ -	\$0.00	\$0.00	\$ 63,004.00
Indirect Costs	\$ 38,245.00	\$ -	\$0.00	\$0.00	\$ 38,245.00
Family Stabilization Total	\$ 623,375	\$ -	\$0.00	\$0.00	\$ 623,375.00
Year to Date	\$ -	\$ 623,375.00			
Balance Remaining	\$ -	\$ 623,375.00			

Expense Categories	Total Budget	Housing Support Program	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Program Personnel/Labor	\$ 81,255.00	\$ -	\$0.00	\$0.00	\$ 81,255.00
Taxes & Benefits	\$ 22,294.00	\$ -	\$0.00	\$0.00	\$ 22,294.00
Temporary Financial Assistance	\$ 195,521.00	\$ -	\$0.00	\$0.00	\$ 195,521.00
Supportive Services Provision	\$ 16,383.00	\$ -	\$0.00	\$0.00	\$ 16,383.00
Program Administration	\$ 38,066.00	\$ -	\$0.00	\$0.00	\$ 38,066.00
Indirect Costs	\$ 23,106.00	\$ -	\$0.00	\$0.00	\$ 23,106.00
Housing Support Program Total	\$ 376,625	\$ -	\$0.00	\$0.00	\$ 376,625.00
Year to Date	\$ -	\$ 376,625.00			
Balance Remaining	\$ -	\$ 376,625.00			

Complete Total	\$ 1,000,000	\$ -	\$0.00	\$0.00	\$ 1,000,000.00
Total Budget	\$ 1,000,000.00	\$ 1,000,000.00			
Year to Date	\$ -	\$ -			
Balance Remaining	\$ 1,000,000.00	\$ 1,000,000.00			

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

Person Completing Invoice

Title

Phone #

Authorizing Signature / Date

Monterey County Authorized Signature / Date