

COUNTY OF MONTEREY

AMENDMENT #1 to AGREEMENT #5010-101

Coalition of Homeless Services Providers

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

WHEREAS, This Amendment modifies the agreement for operation of Project Roomkey for high-risk COVID-19 homeless residents of Monterey County, between the parties originally executed on **September 9, 2020**, (hereinafter, "Original Agreement"),

WHEREAS, The County and CONTRACTOR wish to amend the Original Agreement by **adding outreach and engagement services to be performed by a subcontracted agency to provide field-based service activities such as outreach and case management to engage homeless individuals living in encampments and on the streets throughout all of Monterey County and connect them to needed resources such as Project Roomkey sheltering, social services, mental health, substance abuse treatment, medical health services, financial benefits, transportation, meals, emergency shelter, bridge housing, and long-term housing to the scope of the agreement and no changes to the contract total not-to-exceed amount of \$3,601,213.00.**

NOW THEREFORE, the parties agree:

1. Section 1.0 GENERAL DESCRIPTION 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 services are generally described as follows: Operation of Project Roomkey for high-risk COVID-19 homeless residents of Monterey County and include field-based outreach and encampment response.
2. Section 2.0 PAYMENT PROVISIONS 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 shall not exceed the sum of **\$3,601,213.00**.
3. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS 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 B	DSS Additional Provisions
Exhibit CC	Budget
Exhibit DD	Invoice
Exhibit E	Child Abuse Reporting
Exhibit F	HIPAA
Exhibit G	Lobbying
Exhibit H	Elder Abuse Reporting
Exhibit I	Audit & Recovery Requirements

4. Sections 1.01, 1.03 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**.

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

5. Exhibits **A, C, and D** of the Original Agreement are rescinded, and replaced by Exhibits **AA, 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:

Coalition of Homeless Services Providers:

DocuSigned by:
Charles McKee
By: _____
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Charles McKee
Chief Administrative Officer
10/13/2020 | 2:12 PM PDT
Date: _____

DocuSigned by:
Tracey Belton, Board Vice President
By: _____
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(Chair, President, Vice President)

(Print Name & Title)
10/13/2020 | 10:54 AM PDT
Date: _____

Approved as to Form:

DocuSigned by:
CVB

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Deputy County Counsel
10/13/2020 | 1:56 PM PDT
Date: _____

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

(Print Name and Title)
10/13/2020 | 12:18 PM PDT
Date: _____

Approved as to Fiscal Provisions:

DocuSigned by:
Gary Giboney

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Auditor-Controller's Office
10/13/2020 | 1:58 PM PDT
Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

COALITION OF HOMELESS SERVICES PROVIDERS “Project Roomkey”

- A. TOTAL FUNDING:** \$3,601,213.00 (FEMA and CARES Act Funding)
- B. CONTRACT TERM:** September 8, 2020 to December 30, 2020
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Department of Social Services
Lauren Suwansupa, Community Affiliation Manager
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-8492 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us
- Contractor Information: Coalition of Homeless Services Providers
Roxanne Wilson, Executive Officer
1942 Fremont Blvd Seaside, CA 93955
Phone: (831) 883-3080 Fax: (831) 883-3085
rwilson@chsp.org
- Location of Services: Project Roomkey
Country Inn & Suites
3280 Dunes Road Marina, CA 93933
- Emergency Operations Center: Operations Section Chief
Phone: (831) 796-1922
scanlonk@co.monterey.ca.us
- D. CONTRACT AWARD INFORMATION**
CONTRACTOR DUNS Number: 105480391
Date County Awarded Funding: N/A
CFDA Passthrough Information and Dollar Amount: N/A
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: 5%

E. BACKGROUND

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

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

SCOPE OF SERVICES/PAYMENT PROVISIONS

subsequent severe health impacts due to the prevalence of co-morbidities amongst people experiencing homelessness.

F. DESCRIPTION OF SERVICES

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

- F.1 Provide and coordinate all services of the Project Roomkey program for Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground) AND are considered “high-risk” of contracting COVID-19 due to chronic medical or other conditions as referred by the designated referring agencies as established by the Monterey County Emergency Operations Center (EOC). For the purposes of this program, high-risk is defined as age 65 and older; or Individuals who have one or more of the following health conditions, as determined by the EOC:
- F.1.1 Blood disorders (e.g., sickle cell disease or on blood thinners)
 - F.1.2 Chronic kidney disease defined by their doctor: Patient has been told to avoid or reduce the dose of medications because of kidney disease or is under treatment for kidney disease including receiving dialysis
 - F.1.3 Chronic liver disease as defined by their doctor (e.g., cirrhosis, chronic hepatitis): Patient has been told to avoid or reduce the dose of medications because of liver disease or is under treatment for liver disease
 - F.1.4 Compromised immune system (immunosuppression) (e.g., seeing a doctor for cancer and receiving treatment such as chemotherapy or radiation, received an organ or bone marrow transplant, taking high doses of corticosteroids or other immunosuppressant medications, HIV or AIDS)
 - F.1.5 Current or recent pregnancy in the last two weeks
 - F.1.6 Endocrine disorders (e.g., diabetes mellitus)
 - F.1.7 Metabolic disorders (e.g., inherited metabolic disorders and mitochondrial disorders)
 - F.1.8 Heart disease (e.g., congenital heart disease, congestive heart failure, coronary artery disease)
 - F.1.9 Lung disease including asthma or chronic obstructive pulmonary disease (chronic bronchitis or emphysema) or other chronic conditions associated with impaired lung function or that require home oxygen; or
 - F.1.10 Neurological, neurologic, and neurodevelopment conditions (including disorders of the brain, spinal cord, peripheral nerve, and muscle—e.g., cerebral palsy, epilepsy [seizure disorders]; impairment due to stroke; intellectual disability; moderate to severe developmental delay; muscular dystrophy; and spinal cord injury)
 - F.1.11 Body weight greater than 270
- F.2 CONTRACTOR shall provide “Program Oversight” defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
- F.2.1 Develop and implement standardized intake and operating procedures.

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- F.2.2 Provide rules and services to all program participants and establish a code of conduct.
- F.2.3 Emphasize and educate staff and guests regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as required by the Public Health Officer's Shelter-In-Place Order and in accordance with CDC Interim Guidance for Homeless Service Providers:
 - F.2.3.a Ensure all staff & guests wear facial coverings.
 - F.2.3.b Ensure only registered guests (or authorized caregivers/caseworkers) are present in each hotel room.
 - F.2.3.c Ensure all staff and guests maintain appropriate physical distancing and refrain from gathering.
- F.3 CONTRACTOR shall provide "Hotel Room Management" defined as room assignments, coordinating daily monitoring of all program participants, program participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
 - F.3.1 Room assignments shall be assigned to meet shelter in place social distancing requirements and access and functional needs.
 - F.3.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.
 - F.3.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.4 CONTRACTOR shall provide "Wrap Around Services" defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
 - F.4.1 Health services
 - F.4.2 Behavioral health services
 - F.4.3 Transportation
 - F.4.4 Accommodations for disabilities and access/functional needs
- F.5 CONTRACTOR shall provide "Housing Navigation Services" defined as case management focused on housing plans that establish and achieve milestones with the ultimate goal of housing.
 - F.5.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
 - F.5.2 Frequent and regular meetings with program participants to address barriers to housing.
- F.6 **CONTRACTOR shall provide "Outreach and Engagement Services" defined as field-based service activities such as outreach and field-based case management to engage homeless individuals living in encampments and on the streets throughout all of Monterey County and connect them to needed resources such as Project Roomkey, social services, mental health, substance abuse treatment, medical health services, financial benefits, transportation, meals, emergency shelter, bridge housing, and long-term housing.**
 - F.6.1 **Incorporate the Housing First Model by treating all persons with respect, dignity, and compassion. Ensure no prerequisites or conditions to engage individuals beyond being homeless.**
 - F.6.2 **Utilize PPE and recommended methods for preventing the spread of COVID-19 during interactions in the field.**

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- F.6.3 **Respond and deploy outreach teams to encampments throughout Monterey County as identified and requested by the County.**
- F.6.4 **Maintain a routine outreach and encampment response plan to develop rapport and engage homeless residents in services and referrals.**

G. CONTRACTOR RESPONSIBILITIES

- G.1 CONTRACTOR shall ensure all program participants are entered into HMIS and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
- G.2 CONTRACTOR shall direct all new referrals to the Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System to ensure all program participants have been logged and screened for safety factors.
- G.3 CONTRACTOR shall regularly conduct and accommodate for access and functional needs on all program participants.
- G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
 - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.
- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments and substance use disorder counseling for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.
 - G.6.1 Maintain security guards and ensure security guards are present on-site 24 hours a day, 7 days a week to limit public access and enforce social distancing in consideration of COVID-19.
- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.
- G.8 CONTRACTOR shall coordinate daily temperature and COVID-19 symptom assessments and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable and not cluttered or damaged.
 - G.9.1 Checks shall be scheduled in advance, in consultation with guests, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing and privacy of the resident and his/her belongings.
- G.10 CONTRACTOR shall ensure meals are provided and delivered to guest rooms practicing safety procedures as necessary and with consideration to individual health and dietary needs.
 - G.10.1 Minimum Meal Portions:
 - G.10.1.a 2 x 3-ounce servings of lean protein per day
 - G.10.1.b 2-cups of fruit per day
 - G.10.1.c 3-cups of vegetables per day
 - G.10.1.d 1 x 12-ounce bottle of water per meal
 - G.10.1.e 1-pint milk or fruit juice per meal
 - G.10.2 Minimum Delivery Requirements:
 - G.10.2.a Hold hot foods at a minimum of 140 degrees Fahrenheit during transportation and distribution and not to exceed 2 hours.

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- G.10.2.b Hold cold foods at a maximum of 40 degrees Fahrenheit during transportation and distribution.
- G.11 CONTRACTOR shall obtain and utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and guests as needed.
- G.12 **CONTRACTOR shall seek to engage at least 300 individuals each month and complete 150 VI-SPDAT/CARS (Coordinated Assessment and Referral) and HMIS (Homeless Management Information System) entries.**
- G.13 **CONTRACTOR shall provide field-based case management to at least 100 individuals each month and make at least 60 referrals for supportive services.**

H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 REPORTING UPDATES:
 - H.1.1 CONTRACTOR shall report by close of business every Friday to the Monterey County Emergency Operations Center on the following metrics:
 - H.1.1.a Cumulative number of program participants that participated in the program **tallied daily**.
 - H.1.1.b Number of program participants actively participating in the program **tallied daily**.
 - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program **tallied daily**.
 - H.1.1.d Number of motel rooms occupied by the program **tallied daily**.
 - H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
 - H.1.2.a Incidents resulting in a threat to life safety and property.
 - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
 - H.1.2.c Deceased program participants.
- H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:
 - H.2.1 Number of active program participants
 - H.2.2 Number of program participants assessed and actively engaged in case management
 - H.2.3 Number of program participants exited to transitional or permanent housing
 - H.2.4 Detailed program participant discharge information including
 - H.2.4.a Days in program
 - H.2.4.b Reason for discharge
 - H.2.4.c Types of services provided
 - H.2.4.d Types of benefits secured
 - H.2.4.e Destination upon discharge
 - H.2.5 **Detailed summary of outreach services, engagement, and referrals provided**
 - H.2.6 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.

I. PAYMENT PROVISIONS

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

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I.2 USE OF CONTINGENCY FUNDS

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

I.2.1.a Contingency triggering events:

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

I.3 PAYMENT SUMMARY

I.3.1 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three million six hundred one thousand two hundred thirteen dollars and zero cents (\$3,601,213.00)**.

I.3.2 Starting costs of five hundred twenty-five thousand dollars (\$525,000.00) shall be paid upon execution of the Agreement and will be offset by one hundred thirty-one thousand two hundred fifty dollars (\$131,250.00) over 4 monthly invoices throughout the term of the Agreement.

J. INVOICING INSTRUCTIONS & SUBMISSION

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

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

J.2 The invoice shall be submitted on the invoice form set forth in **Exhibit D**.

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

K. TERMINATION

K.1 Upon CAO approval, this agreement is pending ratification by the Board of Supervisors. If the Board chooses not to approve the agreement, it will terminate on **October 31, 2020**.

MONTEREY COUNTY DEPT OF SOCIAL SERVICES

Coalition of Homeless Services Providers

CATEGORY	Project Roomkey	Add Outreach Services	AMENDED
	Original Budget	AMENDMENT	CONTRACT
	\$3,601,213.00	\$0.00	BUDGET
			\$3,601,213.00
Personnel	\$ 798,632.00	\$ (157,817.00)	\$ 640,815.00
SUD Treatment	\$ 21,760.00	\$ -	\$ 21,760.00
Mental Health Services	\$ 8,000.00	\$ -	\$ 8,000.00
Outreach Services	\$ -	\$ 157,817.00	\$ 157,817.00
Supplies	\$ 19,300.00	\$ -	\$ 19,300.00
Food	\$ 435,600.00	\$ -	\$ 435,600.00
Transportation	\$ 4,000.00	\$ -	\$ 4,000.00
Motel Rooms	\$ 1,246,300.00	\$ -	\$ 1,246,300.00
Pods	\$ 3,304.00	\$ -	\$ 3,304.00
Security	\$ 416,640.00	\$ -	\$ 416,640.00
Contingency	\$ 500,000.00	\$ -	\$ 500,000.00
Administrative Costs	\$ 147,677.00	\$ -	\$ 147,677.00
TOTAL	\$ 3,601,213.00	\$ -	\$ 3,601,213.00

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

Person Completing Form: Roxanne Wilson

Phone: (831) 883-3080

Date: 10/2/2020

Project Roomkey

September 1, 2020 - December 30, 2020

INVOICE

Remit to:
Coalition of Homeless Services Providers
1942 Fremont Blvd
Seaside, CA 93955

Invoice Term

Budget Item	Budget	Monthly Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel	\$ 640,815.00	\$ -	\$ -	\$ 640,815.00
SUD Treatment	\$ 21,760.00	\$ -	\$ -	\$ 21,760.00
Mental Health Services	\$ 8,000.00	\$ -	\$ -	\$ 8,000.00
Outreach Services	\$ 157,817.00	\$ -	\$ -	\$ 157,817.00
Supplies	\$ 19,300.00	\$ -	\$ -	\$ 19,300.00
Food	\$ 435,600.00	\$ -	\$ -	\$ 435,600.00
Transportation	\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Motel Rooms	\$ 1,246,300.00	\$ -	\$ -	\$ 1,246,300.00
Storage	\$ 3,304.00	\$ -	\$ -	\$ 3,304.00
Security	\$ 416,640.00	\$ -	\$ -	\$ 416,640.00
Administrative Costs (5%)	\$ 147,677.00	\$ -	\$ -	\$ 147,677.00
Total Program Costs	\$ 3,101,213.00	\$ -	\$ -	\$ 3,101,213.00

Contingency Funds	\$ 500,000.00	Payment Amount \$ -	Paid to Date \$ -	Balance \$ 500,000.00
Monthly Total	Monthly Sum \$ -	Startup Repayment \$ 131,250.00	Payment Amount \$ (131,250.00)	Paid to Date \$ 393,750.00
				Balance \$ 2,707,463.00

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

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature: _____ Date: _____