

## COUNTY OF MONTEREY

### AMENDMENT # 1 to AGREEMENT 5010-CAP20CHSoL

#### Community Homeless Solutions

**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 **Community Homeless Solutions** (hereinafter, "CONTRACTOR").

**WHEREAS**, This Amendment modifies the agreement for the provision of "Violence Prevention/Intervention" to low-income individuals and families in all regions of Monterey County and "Services for Homeless" residents of Monterey County between the parties **originally executed on 1/08/2020** (hereinafter, "Original Agreement").

**WHEREAS**, the County and CONTRACTOR wish to amend the Original Agreement by **replacing a portion of County Homeless Funds and Domestic Violence Trust Funds with \$24,013 of Federal Community Service Block Grant (CSBG) Funds**. This is a zero-dollar amendment that alters funding sources while contracted services and total funding remain unchanged.

**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: Provide Adult/Parent Education to low-income individuals and families living in the Salinas, South County, and North County regions of Monterey County.

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 \$52,500.00

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:

<b>Exhibit AA</b>	<b>Scope of Services/Payment Provisions</b>
Exhibit A-1	CAP Service Report

Exhibit A-2	Federal Poverty Guidelines
Exhibit A-3	Child Support Referral Policy
Exhibit A-4	Customer Service Evaluation Form
Exhibit A-5	CAP Site Visit Monitoring Tool
Exhibit B	DSS Additional Provisions
<b>Exhibit CC</b>	<b>Program Budget</b>
Exhibit DD	Invoice
Exhibit E	Audit Provisions
Exhibit E-1	Schedule of County Programs
Exhibit F	Lobbying Certification
Exhibit G	HIPPA Certification
Exhibit H	Child Abuse Reporting Certification
Exhibit I	Elder Abuse Reporting certification
Exhibit J	Program Outcomes Overview

5. Sections 2.01 of Exhibit B of the Original Agreement is amended to read as follows:

**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.

6. Exhibits A and C of the Original Agreement is hereby rescinded and replaced by **Exhibits AA and CC**, 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.

*(remainder of this page intentionally left blank)*

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

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

Community Homeless Solutions

By: DocuSigned by:  
Debra Wilson, Contracts/Purchasing Supervisor  
7B741937AA0D41B...  
Contracts/Purchasing Officer

By: DocuSigned by:  
Teresa Erickson, Board President  
9737B70DA04C4DB...

Date: 11/24/2020 | 10:17 AM PST

(Print Name and Title)  
Date: DocuSigned by:  
Teresa Erickson, Board President  
9737B70DA64C4DB...

**Approved as to Form:**

DocuSigned by:  
[Signature]  
07025E3AA36B4A4  
Deputy County Counsel

Date: 11/23/2020 | 3:06 PM PST

By: DocuSigned by:  
Stirley Dickinson, Secretary  
3F2B76C435C944D...  
(Secretary, CFO, Treasurer)

(Print Name and Title)  
Date: 11/21/2020 | 10:51 PM PST

**Approved as to Fiscal Provisions:**

DocuSigned by:  
Gary Giboney  
D3834BEEC1D8449  
Auditor-Controller's Office

Date: 11/23/2020 | 3:16 PM PST

## SCOPE OF SERVICES/PAYMENT PROVISIONS

## COMMUNITY HOMELESS SOLUTIONS

- A. TOTAL FUNDING:**
- |                       |                    |
|-----------------------|--------------------|
| <b>Federal CSBG</b>   | <b>\$24,013.00</b> |
| County Homeless Funds | \$18,750.00        |
| <b>County DVTF</b>    | <b>\$ 9,737.00</b> |
| <b>Total</b>          | <b>\$52,500.00</b> |
- B. CONTRACT TERM:** January 1, 2020 to December 31, 2020
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Community Action Partnership (MCCAP)  
Denise R, Vienne Management Analyst II  
1000 S. Main Street, Suite 301 Salinas, CA 93901  
Phone: (831) 755-4484 Fax: (831) 755-8477  
vienned@co.monterey.ca.us
- Contractor Information: Community Homeless Solutions  
Eric Johnsen, Interim Executive Director  
PO Box 1340 Marina, CA 93933  
Phone: (831) 384-3388 Fax: (831) 384-1308  
ejohnsen@communityhomelessolutions.org
- Location of Services: Transitional Housing Programs  
3087 Wittenmeyer Ct Marina, CA 93933  
Phone: (831) 384-3322 Fax: (831) 384-1308
- Salinas Emergency Shelter  
Confidential Location, CA  
Phone: (831) 422-2201 Fax: (831) 573-6306
- Peninsula Emergency Shelter  
Confidential Location, CA  
Phone: (831) 394-8372 Fax: (831) 394-8372
- MOST Street Outreach  
County Wide – mobile services  
Phone: (831) 384-3388 Fax: (831) 384-1308
- D. SUBAWARD INFORMATION**
- CONTRACTOR DUNS Number: 165368010  
Date County Awarded Funding: January 1, 2020  
CFDA PASSTHROUGH INFORMATION AND DOLLAR AMOUNT: State of California  
Department of Community Services and Development CFDA #93.569 \$24,013  
Federal Award Description: Community Services Block Grant: Administration for Children and  
Families, Department of Health and Human Services  
Research and Development: No  
Maximum Allowable Indirect Cost Rate: 10%

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### E. BACKGROUND

Community Homeless Solutions is a non-profit corporation, formed in 1978 under the name Shelter Outreach Plus to offer emergency shelter services to women and children fleeing domestic violence. Since this time, Community Homeless Solutions has grown to become the largest agency serving homeless individuals and families in Monterey County. Community Homeless Solutions currently operates three emergency shelters, a winter warming shelter, four transitional housing programs, a street outreach program, and a Day Center that provides showers, toilets, washer/dryer access and other services to the homeless. Programs and services provide housing to the homeless, emergency shelter to women and children fleeing domestic violence, and an array of support services that enable homeless families and individuals to access food, obtain employment assistance/jobs, and to transition to permanent housing.

### 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 VIOLENCE PREVENTION/INTERVENTION

- F.1.1 CONTRACTOR shall provide “Violence Prevention/Intervention” to low-income individuals and families living in all regions of Monterey County.
- F.1.2 “Violence Prevention/Intervention” services include but are not limited to:
  - F.1.2.a Outreach, emergency shelter, and case management to low-income residents of Monterey County effected by domestic violence.
  - F.1.2.b 24/7 operation of two confidential domestic violence shelters in Monterey County offering up to 90-day stays.
- F.1.3 Adequate performance for this service shall be based on outcomes achieved towards the goals set forth on the Community Action Partnership (CAP) Service Report (Exhibit A-1).
  - F.1.3.a FNPI 4a: The number of households experiencing homelessness who obtained safe temporary shelter.
- F.1.4 Adequate delivery for this service shall be based on service counts delivered towards the goal set forth on the CAP Service Report (Exhibit A-1).
  - F.1.4.a SRV 4m: Temporary Housing Placement (includes Emergency Shelters)
  - F.1.4.b SRV 4o: Transitional Housing Placements
  - F.1.4.c SRV 4p: Permanent Housing Placements
  - F.1.4.d SRV 5z: Domestic Violence Support Group Meetings.
  - F.1.4.e SRV 5jj: Food Distribution
  - F.1.4.f SRV 7a: Case Management
  - F.1.4.g SRV 7b: Eligibility
  - F.1.4.h SRV 7c: Referrals

#### F.2 SERVICES FOR HOMELESS

- F.2.1 CONTRACTOR shall provide “Services for Homeless” to low-income individuals and families living in all regions of Monterey County.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.2.2 “Services for Homeless” include but are not limited to:
- F.2.2.a Operations of two (2) emergency shelters, four (4) transitional housing programs, a permanent supportive housing program, a respite care program, an outreach program, and a Day Center for low-income homeless residents of Monterey County.
- F.2.3 Adequate performance for this service shall be based on outcomes achieved towards the goals set forth on the CAP Service Report (Exhibit A-1).
- F.2.3.a FNPI 1b: The number of unemployed adults who obtained employment
- F.2.3.b FNPI 1d: The number of unemployed adults who obtained and maintained employment for at least 180 days
- F.2.3.c FNPI 1g: The number of unemployed adults who obtained and maintained employment for at least 180 days
- F.2.3.d FNPI 4a: The number of households experiencing homelessness who obtained safe temporary shelter.
- F.2.3.e FNPI 4b: The number of households who obtained safe and affordable housing.
- F.2.3.f FNPI 4c: The number of households who maintained safe and affordable housing for 90 days.
- F.2.3.g FNPI 4d: The number of households who maintained safe and affordable housing for 180 days.
- F.2.3.h FNPI 6a: The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.
- F.2.3.i FNPI 6a.1: Of the above, the number of Community Action program participants who improved their leadership skills.
- F.2.3.j FNPI 6a.2: Of the above, the number of Community Action program participants who improved their social networks.
- F.2.3.k FNPI 6a.3: Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.
- F.2.4 Adequate delivery for this service shall be based on service counts delivered towards the goal set forth on the CAP Service Report (Exhibit A-1).
- F.2.4.a SRV 1j Resume Development
- F.2.4.b SRV 1l Job Referrals
- F.2.4.c SRV 4m: Temporary Housing Placement (includes emergency shelter).
- F.2.4.d SRV 4n: Transitional Housing Placements.
- F.2.4.e SRV 4o: Permanent Housing Placements.
- F.2.4.f SRV 5jj: Food Distribution
- F.2.4.g SRV 7a: Case Management.
- F.2.4.h SRV 7b: Eligibility
- F.2.4.i SRV 7c: Referrals
- F.2.4.j SRV 7n: Emergency Clothing Assistance

## G. CONTRACTOR RESPONSIBILITIES

## SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to:

- G.1 FEDERAL POVERTY GUIDELINE REQUIREMENTS: Target and document services for individuals and families living at or below 100% of the most current Federal Poverty Guidelines issued through the Federal Register by the Department of Health and Human Services (HHS).
  - G.1.1 CONTRACTOR is responsible for updating and using the most up to date federal poverty guidelines.
  - G.1.2 CONTRACTOR must request and record client income documents and securely store and maintain client information.
- G.2 EITC & VITA REQUIREMENTS: Inform clients of CSBG-funded programs, activities, or services about state and federal Earned Income Tax Credits (EITC). Refer eligible individuals and families to local Volunteer Income Tax Assistance (VITA) program providers for information and tax assistance.
- G.3 CHILD SUPPORT REFERRAL REQUIREMENTS: Comply with CSBG statute regarding child support referral procedures. In accordance with CAP Child Support Referral Policy (Exhibit A-2) (CSBG Act, 42 U.S.C. § 9919(b)), CONTRACTOR will refer all custodial single-parent families who are clients of CSBG-funded programs to the Monterey County Department of Child Support Services in addition to providing custodial parents with the Child Support Referral Notice and Child Support Services forms.
- G.4 COMMUNITY BENEFITS REFERRALS: As appropriate, provide information, referrals, application forms, and/or application assistance for mainstream benefits.
- G.5 BILINGUAL REQUIREMENTS: Ensure service provision, and information about services, is provided in Spanish and English.
- G.6 CLIENT EVALUATION REQUIREMENTS: Provide service recipients with customer evaluation forms (Exhibit A-3) that can be sent directly, and confidentially, to MCCAP. MCCAP must receive no fewer than ten (10) customer evaluation forms.
- G.7 NETWORK PARTICIPATION REQUIREMENTS: CONTRACTOR is member of the CSBG-funded MCCAP network. Members are expected to actively participate in network activities and mutually support client access, including client referrals, to network service providers. MCCAP Network Participation is defined as:
  - G.7.1 Mandatory attendance at all bi-monthly MCCAP community circle meetings CCC meetings
  - G.7.2 Mandatory attendance at MCCAP special events and MCCAP's biennial community needs assessment (CNA) public hearing. Support CNA survey and research.
  - G.7.3 Promotion of the Monterey County CAP partnership by adding MCCAP logo to agency marketing materials
  - G.7.4 Cooperative collaboration with the agencies within the MCCAP network
  - G.7.5 VOLUNTARY participation in the Active Referral Network and Smart Referral Software for client access to services and resources.
- G.8 MONITORING REQUIREMENTS: Participate in annual monitoring activities conducted by MCCAP staff, MCCAP Commissioners, and California State CSBG program representatives. Monitoring may be conducted as a site-visit or desk review. Monitoring activities will review fiscal integrity, customer service, program management, and data collection & reporting. In accordance with this contract's signed Health Insurance Portability & Accountability Act (HIPPA) agreement (Exhibit F), CONTRACTOR will

## SCOPE OF SERVICES/PAYMENT PROVISIONS

make client files available to authorized MCCAP staff and State of California CSBG program representatives as sample data to verify agency compliance with contract requirements and reported outcome data.

- G.9 WIOA REQUIREMENTS: CONTRACTORS part of the Community Action Partnership (CAP) network and/or who provide “employment and training activities carried out under the Community Services Block Grant Act” are required to participate in the local Workforce Innovation and Opportunity Act (WIOA) workforce system, or the One-Stop referral system, in accordance to the terms of the local memorandum of understanding (MOU) with the local workforce board. See Exhibit A-4 CAPLAW FAQ WIOA. (WIOA, 29 U.S. Code §3151)

### H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 CAP SERVICE REPORT: CONTRACTOR will report demographic, service and outcome data throughout the contract period using the Monterey County CAP Service Report (Exhibit A-1). Reporting may be required electronically and via software made available by MCCAP.
- H.1.1 Required CAP Service Reporting and Report deadlines:
- H.1.1.a TARGET GOALS: Upon contract initiation and prior to execution, set target goals for contracted services.
- H.1.1.b MID-YEAR REPORT: Due July 10, 2020 and covers January 1, 2020 through June 30, 2020. Mid-year reports provide actual data on goals established at the start of the contract period and are used as a benchmark in contract monitoring.
- H.1.1.c YEAR-END CLOSURE REPORT: Due January 10, 2021 and covers the entire January 1, 2020 through December 31, 2020 contract period. The closure report reports actual services and outcomes. Results are used to evaluate agency service provision and performance.
- H.1.2 Reported data must be supported by verifiable data collection and measurement methods, as well as backup documentation, that can be produced upon request.
- H.2 CUSTOMER EVALUATIONS: CONTRACTOR will ensure that no fewer than ten (10) customer evaluations per year are submitted directly to MCCAP by clients using the MCCAP Partner Agency Evaluation Form (Exhibit A-3). Agency may customize evaluation form and/or collection method with preauthorization by MCCAP.
- H.2.1 Evaluation requirements:
- H.2.1.a A minimum of five (5) evaluations due before July 10, 2020.
- H.2.1.b A minimum of five (5) additional evaluations due before January 10, 2021.
- H.2.2 CONTRACTOR will ensure completed evaluations are submitted directly to MCCAP by mutually agreed upon means at: Monterey County Community Action Partnership 1000 S. Main Street, Ste. 301 Salinas, CA 93901

### I. PAYMENT PROVISIONS

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



## SCOPE OF SERVICES/PAYMENT PROVISIONS

Service	1/1/20 – 6/30/20	7/1/20 – 12/31/20	Total
Violence Prevention/Intervention	\$7,500	\$7,500	\$15,000
Services for Homeless	\$18,750	\$18,750	\$37,500
Total	\$ 26,250	\$26,250	\$52,500

- I.2.1 The maximum payable by County to CONTRACTOR for the period January 1, 2020 through June 30, 2020 shall not exceed twenty-six thousand two hundred and fifty dollars and zero cents (\$26,250.00). Unused funds will NOT roll-over to the remaining contract period beginning July 1, 2020.
- I.2.2 The total amount payable by County to CONTRACTOR for the period January 1, 2020 through December 31, 2020 shall not exceed fifty-two thousand five hundred dollars and zero cents (\$52,500.00) per **Exhibit CC**. CONTRACTOR will provide services throughout the contract term ending on December 31, 2020. CONTRACTOR will completely expend the balance of funding by November 30, 2020 unless expressly authorized by the County.

**J. INVOICING INSTRUCTIONS & SUBMISSION**

- J.1 CONTRACTOR shall submit original signed monthly invoices and support documentation to the COUNTY no later than the 10<sup>th</sup> day of the month following the last day of the invoice month. The final November invoice is due no later than December 10, 2020.
- J.2 CONTRACTOR will provide services throughout the contract term ending on December 31, 2020. Funding under this Agreement, however, must be fully expended by November 30, 2020 unless special circumstances are expressly authorized by the County.
- J.3 Invoices will be submitted on the invoice template provided in Exhibit D.
- J.4 All original invoices will be mailed to the County Contract Monitor.

*(end of Exhibit AA)*

January 1, 2020 - December 31, 2020

Agency Name Community Homeless Solution

Expense Categories	Violence*	Services for Homeless**	Total Budget
	Prevention/Intervention		
	<b>\$15,000.00</b>	<b>\$37,500.00</b>	<b>\$52,500.00</b>
Salaries	\$ 10,140.00	\$ 19,500.00	\$ 29,640.00
Benefits	\$ 2,535.00	\$ 2,340.00	\$ 4,875.00
Payroll Taxes	\$ 633.00	\$ 585.00	\$ 1,218.00
Utilities	\$ 361.00	\$ 13,965.00	\$ 14,326.00
Indirect Cost (max 10%)	\$ 1,331.00	\$ 1,110.00	\$ 2,441.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Program Total	\$ 15,000.00	\$ 37,500.00	\$ 52,500.00

**Budget Narrative**

Expense Category	Line Item narrative
Salaries	.25 FTE @ \$14= \$7,280 (On-Call DV Advocate) .25 FTE @ \$18= \$9,360 (THP Case Manager) .20 FTE @ \$31.25= \$13,000 (Shelter Manager)
Benefits	25% of salaries for benefits e.g., dental, health and vision.
Payroll Taxes	.0625 of salaries for payroll taxes e.g., employee taxes, social security, state disability insurance, Medicare and state unemployment.
Utilities	\$698.25 @ 20 units for the year= \$13,965 (Each unit will have \$698.25 for the year)
Indirect Cost (max 10%)	10% of overhead and administrative costs to operate the shelters and transitional housing programs.

\*\*Funding Source: \$18,750 County Homeless Funds, \$24,013 Federal CSBG Funds, \$9,737 DVTF