

ORIGINAL

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Housing Resource Center _____,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide rental assistance, tenant education, financial literacy and Information & Referral/completion of forms for low-income residents of North Monterey County.

2.0 PAYMENT PROVISIONS.

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, 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 \$ 40,377.00.

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from January 1, 2013 to December 31, 2013, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

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

Exhibit A Scope of Services/Payment Provisions	
Exhibit A-1	Reporting Requirements
Exhibit A-2	Data/Client Report
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice
Exhibit E	Elder Abuse Reporting Certification
Exhibit F	Child Abuse Reporting Certification
Exhibit G	Lobbying Certification
Exhibit H	HIPAA Agreement
Exhibit I	Audit Requirements

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the 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 the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Lauren Miller, MA II	Leila Emadin, Executive Director
Name and Title	Name and Title
1000 South Main Street, Suite 301 Salinas, CA 93901	P. O. Box 1307 Salinas, CA 93902
Address	Address
(831) 796-3584	(831) 424-9186
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

<u>COUNTY OF MONTEREY</u>		CONTRACTOR
By: _____	Contracts/Purchasing Officer	Housing Resource Center Contractor's Business Name*
Date: <u>2-13-13</u>		
By: _____	Department Head (if applicable)	By: <u>Frank Brunings</u> (Signature of Chair, President, or Vice-President)*
Date: _____		<u>Frank Brunings, Chair</u> Name and Title
Approved as to Form ¹		Date: <u>1/9/13</u>
By: <u>J. Michael Hogan</u>	County Counsel	By: <u>Carl F. Marscellas</u>
Date: <u>02/12/2013</u>		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Approved as to Fiscal Provisions ²		<u>CARL F. MARSCCELLAS</u> Name and Title
By: _____	Auditor/Controller	<u>SECRETARY - TREASURER</u>
Date: <u>2-12-13</u>		Date: <u>01-04-13</u>
Approved as to Liability Provisions ³		
By: _____	Risk Management	
Date: _____		

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor/Controller is required

³ Approval by Risk Management is required only if changes are made in sections 7 or 8

FEB 13 2013

SCOPE OF SERVICES

HOUSING RESOURCE CENTER

A. Total Funding

Homeless Funds	\$14,125
CSBG	<u>\$26,252</u>
Total	\$40,377

CSBG Funds are Federal Funds. Federal Catalog # 93.569

B. Contract Term: January 1, 2013 to December 31, 2013

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

D. Agency Information

1. Administrative Office:

Housing Resource Center
 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:

• North County

Pajaro Mansion
 29 Bishop St
 Pajaro, CA 95076
 Phone: 831-424-9186 Fax: 831-757-1349
 Hours of Operation: Every other Thursday

• South County

One-Stop Career Center
 200 Broadway, Suite 62
 King City, CA 93930
 Phone: 831-424-9186 Fax: 831-757-1349
 Hours of Operation: Wednesdays 9 a.m. – 4 p.m.

CET
 930 Los Coches Drive
 Soledad, CA 93960
 Phone: 831-424-9186 Fax: 831-757-1349
 Hours of Operation: Mondays 9 a.m. – 4 p.m.

• Salinas

134 E. Rossi Street
 Salinas, CA 93901
 Phone: 831-424-9186 Fax: 831-757-1349
 Hours of Operation: Monday through Friday
 8 a.m. – 5 p.m.

SCOPE OF SERVICES

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

E. Description of Services

1. Convening Agency Responsibilities

Contractor has been selected by partner-agencies to be the Convening Agency for the North County Collaborative. As the Convening Agency, the Contractor shall be responsible for the following:

- Schedule and lead meetings;
- Notify partner agencies and Community Action Partnership (CAP) staff of upcoming meetings (including reminder emails);
- Develop and provide written agendas; and
- Prepare and submit meeting minutes in a timely fashion to partner agencies and the CAP.

Contractor is encouraged to invite other agencies who provide services to the North County, South County, and Salinas regions low income population, but who are not funded through the CAP collaborative, to the collaborative meetings. This activity will increase the collaboratives' membership and networking capabilities, and provide for better wrap-around services to the three areas' low income population.

2. North County Collaborative

HRC funding for services in North County:

CSBG	\$7,365	Federal Catalog #93.569
HF	<u>\$5,250</u>	
Total	\$12,615	

Contractor shall be Convening Agency for the North County Collaborative and conduct the duties as described in paragraph E. 1. As Convening Agency, Contractor shall work closely with Central Coast HIV/AIDS Services, Conflict Resolution and Mediation Center, and Shelter Outreach Plus to meet the needs of the low-income people in North County. Agencies in the North County Collaborative shall work together to refer families and individuals to the appropriate services to meet their needs.

SCOPE OF SERVICES

Contractor will provide rental assistance, tenant education, financial literacy and information and referral/completion of forms.

All families/individuals receiving case management/counseling services with CSBG funding will have income at or below the Federal Poverty Guidelines. Income will be documented in the case file. Services shall be provided in Spanish and English.

3. South County Collaborative

HRC funding for services in South County:

CSBG	\$11,960	Federal Catalog #93.569
HF	<u>\$1,000</u>	
Total	\$12,960	

As a member of the South County Collaborative, Contractor shall work closely with Central Coast HIV/AIDS Services, Conflict Resolution and Mediation Center, Soledad Unified School District/Soledad Adult School, and the YWCA. Contractor will participate in routinely scheduled South County Collaborative meetings. Agencies in the South County Collaborative shall work together to refer families and individuals to the appropriate services to meet their needs

All families/individuals receiving case management/counseling services with CSBG funding will have income at or below the Federal Poverty Guidelines. Income will be documented in the case file. Services shall be provided in Spanish and English.

Contractor will provide rental assistance, tenant education, financial literacy and information and referral/completion of forms.

4. Salinas Collaborative

HRC funding for services in Salinas:

CSBG	\$6,927	Federal Catalog #93.569
HF	<u>\$7,875</u>	
Total	\$14,802	

As a member of the Salinas Collaborative, Contractor shall work closely with Alisal Community Healthy Start, Central Coast HIV/AIDS Services, Conflict Resolution and Mediation Center, Franciscan Workers, Second Chance Youth Services, Shelter Outreach Plus, Sun Street Centers, and the YWCA. Agencies in the Salinas Collaborative shall work together to refer families and individuals to the appropriate services to meet their needs. The Food Bank for Monterey County will participate in this collaborative as an unfunded partner.

SCOPE OF SERVICES

All families/individuals receiving case management/counseling services with CSBG funding will have income at or below the Federal Poverty Guidelines. Income will be documented in the case file. Services shall be provided in Spanish and English.

Contractor will provide rental assistance, tenant education, financial literacy and information and referral/completion of forms.

F. Reporting and Invoicing

1. Reporting Instructions and Submission

Contractor shall achieve the goals as stated in the National Performance Indicators report attached as Exhibit A-1. The NPI shall be a cumulative report reflecting actual outcomes for all geographic regions.

Contractor will report semi-annually using two California State Forms; the National Performance Indicators Report CSD-801 (Rev. 11/11), Exhibit A-1, and the Programmatic Data-Client Characteristic Report CSD 295-CCR (Rev. 2011), Exhibit A-2.

Both the CSD-801 (Rev. 11/11) and the CSD 295-CCR (Rev. 2011) will be due on:

- July 10, 2013 (for the period January 1 to June 30, 2013)
- January 10, 2014 (for the cumulative period January 1 to December 31, 2013)

Submit all reports to Margarita Zarraga via e-mail at: zarragam@co.monterey.ca.us

2. Invoicing Instructions and Submission

Invoicing shall be submitted against the total contract dollar amount and be tracked separately by funding source (i.e., CSBG, HF, etc.).

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 January 2013 with the final invoice due no later than December 10, 2013. Contractor acknowledges that all funding under this contract will be exhausted by November 30, 2013; however, services will continue through December 31, 2013 with other program funding.

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

All Invoices shall be mailed to:

Margarita Zarraga, Community Action Partnership
1000 South Main Street, Suite 301
Salinas, CA 93901

SCOPE OF SERVICES

The maximum amount payable by County to Contractor shall not exceed **forty thousand, three hundred and seventy-seven dollars (\$40,377)**.

Per Exhibit B, Section VI of this Agreement, continued funding under this Agreement is contingent on State and Federal Funding.

REPORTING FORM CSD 801 (Rev. 11/11)

GOAL 1

Slate of California
 Department of Community Services and Development
 CSBG/NPI Programs Report
 CSD 801 (Rev.11/11)

Contract No. _____
 Mid-Year Report (Jan-June)
 Annual Report (Jan-Dec)

CSBG/NPI Programs Report

Contractor Name: Housing Resource Center
 Contact Person and Title: Leila Emadin, Executive Director
 Phone Number: (831) 424-9186 Ext. Number: 30
 Fax Number: _____
 E-mail Address: ed@hrcmc.org Number: (831) 757-1349

*Goal 1: Low-income people become more self-sufficient.
 NPI 1.3: Economic Asset Enhancement and Utilization*

Problem Statement: (If additional space is needed, please attach a separate sheet.)
 According to the Internal Revenue Service, in Monterey County more than \$14 million per year in Earned Income Tax Credit is not claimed by poor families. It is also known that these families need assistance and guidance on how to make better use of this extra money. There is clearly a need for financial counseling for people to move into self-sufficiency in the area of budgeting money in addition to facilitating access to available resources through the IRS. Another problem is the cost of land line telephone service for poor people. Many poor individuals cannot afford cell phone service, however they still spend a lot on prepaid phone service.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)
 The Volunteer Income Tax Assistance Program continues strong in Monterey County. As of the date of this writing the Tax Year 2011 still in progress plans to complete approx. 700 tax returns and generate \$2Million in refunds and credits for families making \$49,000 or less. One positive outcome of this program is that this money is coming back to the local community and into the local economy. Monterey County Community Action Partnership is also collaborating with the California Life Line Telephone Program to outreach and promote discounted Land Line phone service to income qualified households.

National Performance Indicator 1.3 Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:	Reporting Period	1	2	3	4	5	6
		Number of Participants Expected to Achieve Outcome in Reporting Period (#)	Number of Participants Enrolled in Program (s) in Reporting Period (#)	Number of Participants Achieving Outcome in Reporting Period (#)	Percent Age Achieving Outcome in Reporting Period (3/1=4) (%)	Explanations Required (Report on last tab)	Aggregated Dollar Amounts (Payments, Credits or Savings) (\$)

A. ENHANCEMENT

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1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits.	Mid-Year						
	Annual						
2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments.	Mid-Year						
	Annual						
3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings.	Mid-Year						
	Annual						

B. UTILIZATION

1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days	Mid-Year	400					N/A
	Annual	800					
2. Number and percent of participants opening an Individual Development Account (IDA) or other savings account	Mid-Year						N/A
	Annual						
3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings.	Mid-Year						
	Annual						

National Performance Indicator 1.3 Economic Asset Enhancement and Utilization	Reporting Period	1	2	3	4	5	6
		Number of Participa	Number of Participa	Number of Participa	Percent age Achievi	Explanati ons Required	Aggrega ted Dollar

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The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of community action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by <u>one or more</u> of the following:		nts Expected to Achieve Outcome in Reporting Period (#)	nts Enrolled in Program (s) in Reporting Period (#)	nts Achieving Outcome in Reporting Period (#)	ng Outcome in Reporting Period (3/1=4) (%)	(Report on last tab)	Amounts (Payments, Credits or Savings) (\$)
---	--	--	--	--	---	----------------------	---

4. Of participants in a Community Action assets development program (IDA and others):

a. Number and percent of participants capitalizing a small business due to accumulated savings	Mid-Year						
	Annual						
b. Number and percent of participants pursuing post-secondary education with accumulated savings	Mid-Year						
	Annual						
c. Number and percent of participants purchasing a home with accumulated savings	Mid-Year						
	Annual						
d. Number and percent of participants purchasing other assets with accumulated savings	Mid-Year						
	Annual						

In the rows below, please include any additional indicators for NPI 1.3 that were not captured above.

	Mid-Year						
	Annual						

GOAL 2

Goal 2: The conditions in which low-income people live are improved.

NPI 2.3: Community Engagement

Problem Statement: (If additional space is needed, please attach a separate sheet.)

Monterey County has been faced with the challenge of building a more robust and trusting community. Bringing people together is difficult when it is not seen as an investment in the long term. Some residents of Monterey County feel that their input is not valued or that their participation does not make a difference when leaders are making decisions that impact the community. It is a challenge to overcome these beliefs and to truly engage people and to convince them of the multiple benefits of community network.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Community Action partnership in Monterey County is a public agency housed within the Department of Social and Employment Services. The Community Action Commission is a tripartite group who oversees the overall program operations of the agency and represent the voice of the community as the agency develops and funds services. The Commission donates approximately 800 hours per year to this agency. The agency through the contracting community based organizations also generates thousands of volunteer hours; which are essential to the accomplishment of their goals in service delivery.

National Performance Indicator 2.3 Community Engagement		Reporting Period	1	2	3	4
The number of community members working with Community Action to improve conditions in the community.			Number of Total Contribution by Community Expected to Achieve in Reporting Period (#)	Total Contribution by Community	Percentage Achieving Outcome in Reporting Period (2/1=3) (%)	Explanations Required (Report on last tab)
A.	Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	Mid-Year				
		Annual				
B.	Number of volunteer hours donated to the agency (This will be All volunteer hours)	Mid-Year	200			
		Annual	400			

In the rows below, please include any additional indicators for NPI 2.3 that were not captured above.

	Mid-Year				
	Annual				

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GOAL 3

Goal 3: Low-income people own a stake in their community.

NPI 3.1: Community Enhancement Through Maximum Feasible Participation

Problem Statement: (If additional space is needed, please attach a separate sheet.)

In Monterey County many low-income individuals do not participate in formal community organizations, government, boards or councils. Many of low-income individuals state that they do not understand how government works. When community issues are being debated many of these low-income residents react passively and do not speak up. Non participation sometimes could be related to poverty issues. Low-income people struggle to meet basic needs and have very little interest in participating in their community affairs; unless this participation results in a monetary incentive or some form of financial remuneration.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Community Action Partnership through its contractors encourages individual participation in formal community organizations boards and councils. In addition to recruiting volunteers, the agency also suggests that the contractors use the value of volunteer hours to leverage other funding. The Food bank for Monterey County utilizes thousands of volunteer hours throughout the year. These volunteers perform warehouse duties and assemble of food boxes every day. The low-income volunteers receive food in exchange for their work. Volunteers are also crucial in the local Family Markets set in all regions of the county. The great majority of these volunteers are low-income individuals and families.

National Performance Indicator 3.1		1	2	3	4
Community Enhancement Through Maximum Feasible Participation	Report ing Period	Total Numbe r of Volunt eer Hours Expect ed to Achiev e in Report ing Period (#)	Total Numbe r of Volunt eer Hours (#)	Percent age Achievi ng Outco me in Reporti ng Period (2/1=3) (%)	Explana tions Require d (Report on last tab)
The number of volunteer hours donated to Community Action					
The total number of volunteer hours donated by low-income individuals to Community Action. (This is ONLY the number of volunteer hours from individuals who are low-income.)	Mid-Year	10			
	Annual	25			
<i>In the rows below, please include any additional indicators for NPI 3.1 that were not captured above.</i>					
	Mid-Year				
	Annual				

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GOAL 4

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

NPI 4.1: Expanding Opportunities through Community-Wide Partnerships

Problem Statement: (If additional space is needed, please attach a separate sheet.)

One of the goals of the Monterey County Community Action Partnership is to identify service gaps in services offered to the low-income population. Another goal is to assist in the provision of programs to meet those needs and move individuals and families toward self-sufficiency. A challenge in meeting these goals is the Monterey County Community Action Partnership's capacity. There is limited number of staff assigned to develop and administer Community Action activities mainly because of lack of funding. The Department of Social and Employment Services has been "subsidizing" the salaries of staff dedicated to administer the activities of the agency. The CSBG 12% administration is not enough to cover these expenses. Overall the agency is expanding opportunities and creating county-wide partnerships but the funding is not supporting these activities.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Monterey County Community Action Partnership staff, the Community Action Commission, and the local community-based organizations are very committed to expand the partnerships and collaborations to fight poverty. It is the goals of these agencies to expand the number of opportunities and resources for individuals and families to achieve their individual and community goals. There is a strong collaboration with faith-based organizations as well as with non-profit community service agencies.

National Performance <u>Indicator 4.1</u>		Reporting Period	1	2	3	4
Expanding Opportunities Through Community-Wide Partnerships			Number of Organizational Partnerships Expected to Achieve in Reporting Period (#)	Number of Organizational Partnerships in Reporting Period (#)	Percent age Achieving Outcome in Reporting Period (2/1=3) (%)	Explanations Required (Report on last tab)
A.	Non-Profit	Mid-Year	6			
		Annual	12			
B.	Faith Based	Mid-Year	2			
		Annual	3			
C.	Local Government	Mid-Year	3			
		Annual	6			
D.	State Government	Mid-Year				
		Annual				
E.	Federal Government	Mid-Year				
		Annual				
F.	For-Profit Business or Corporation	Mid-Year				
		Annual				
G.	Consortiums/Collaboration	Mid-Year	3			
		Annual	6			

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H.	Housing Consortiums/Collaboration	Mid-Year	1			
		Annual	2			
I.	School Districts	Mid-Year				
		Annual				
J.	Institutions of post secondary education/training	Mid-Year				
		Annual				
K.	Financial/Banking Institutions	Mid-Year				
		Annual				
L.	Health Service Institutions	Mid-Year				
		Annual				
M.	State wide associations or collaborations	Mid-Year				
		Annual				
The total number of organizations CAAs work with to promote family and community outcomes						Mid-Year
						Annual

In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.

	Mid-Year				
	Annual				

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GOAL 6

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

NPI 6.2: Emergency Assistance

Problem Statement: (If additional space is needed, please attach a separate sheet.)

According to the 2011 Community Needs Assessment, the core needs of poor people in Monterey County continue to be all of the services categorized as emergency assistance. Staff and commissioners obtained testimony from several groups of low-income families around the county and the result was that most of the emergency services were top priority countywide. There is a great need for subsidized housing for people who cannot afford to rent a unit at the current market value. There is also a great need for health access and medical insurance.

Program Activities and Delivery Strategies: (If additional space is needed, please attach a separate sheet.)

The Monterey County Community Action Partnership will be addressing emergency assistance needs by subcontracting with nonprofit community organizations to partially pay for the salaries of line staff who provide these services. The Department of Social and Employment Services released a Request for Proposals in 2009 to give non-profits an opportunity to bid for funding to provide these emergency services. The core of the Monterey Community Action Partnership funded services is emergency assistance. Therefore the following services will continue to be sub-contracted as long as the funding is available in 2012 and 2013.

National Performance Indicator 6.2		1	2	3	4	5
Emergency Assistance		Number of Individuals Seeking Assistance Projected to be Served in Reporting Period (#)	Number of Individuals Seeking Assistance in Reporting Period (#)	Number of Individuals Receiving Assistance in Reporting Period (#)	Percentage Achieving Outcome in Reporting Period (3/1=4) (%)	Explanations Required (Report on last tab)
The number of low-income individuals served by community action who sought emergency assistance and the number of those individuals for whom assistance was provided.		Reporting Period				
A.	Emergency Food	Mid-Year				
		Annual				
B.	Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources	Mid-Year				
		Annual				
C.	Emergency Rent or Mortgage Assistance	Mid-Year	400			
		Annual	800			
D.	Emergency Car or Home Repair (i.e. structural appliance, heating systems, etc.)	Mid-Year				
		Annual				
E.	Emergency Temporary Shelter	Mid-Year				
		Annual				
F.	Emergency Medical Care	Mid-Year				
		Annual				
G.	Emergency Protection from	Mid-Year				
		Annual				

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	Violence	Annual					
H.	Emergency Legal Assistance	Mid-Year					
		Annual					
I.	Emergency Transportation	Mid-Year					
		Annual					
J.	Emergency Disaster Relief	Mid-Year					
		Annual					
K.	Emergency Clothing	Mid-Year					
		Annual					

In the rows below, please include any additional indicators for NPI 6.2 that were not captured above.

		Mid-Year					
		Annual					

Please use the CSD 295 Client Characteristic Report Instructions and Helpful Hints to complete this form.

1 Contractor Name:		Contract #:	
Prepared By (name):		Report Period:	
Phone Number:		Email address:	

Demographic data should be collected on ALL clients receiving services under any program administered by the designated Community Action Agency.

Yellow Highlighted Sections represent demographics collected on INDIVIDUALS			
2 Total unduplicated number of persons about whom one or more characteristics were obtained			
3 Total unduplicated number of persons about whom no characteristics were obtained			
Blue Highlighted Sections represent demographics collected on FAMILIES			
4 Total unduplicated number of families about whom one or more characteristics were obtained			
5 Total unduplicated number of families about whom no characteristics were obtained			
6. Gender		Number of Persons*	
a. Male			
b. Female			
	*Total	0	
7. Age		Number of Persons*	
a. 0-5			
b. 6-11			
c. 12-17			
d. 18-23			
e. 24-44			
f. 45-54			
g. 55-69			
h. 70+			
	Sum of 7e thru 7h =		
	0		
	*Total	0	
8. Ethnicity/Race			
I. Ethnicity			
a. Hispanic, Latino or Spanish Origin			
b. Not Hispanic, Latino or Spanish Origin			
	*Total	0	
II. Race			
a. White			
b. Black or African American			
c. American Indian and Alaskan Native			
d. Asian			
e. Native Hawaiian and Other Pacific Islander			
f. Other			
g. Multi-Race (any 2 or more of the above)			
	*Total	0	
9. Education Level of Adults		Number of Persons 24+**	
a. 0-8			
b. 9-12/Non-Graduate			
c. High School Graduate/GED			
d. 12+ Some Post Secondary			
e. 2 or 4 yr. College Graduates			
	** Total	0	
10. Other Characteristics		Number of Persons*	
	Yes	No	Total *
a. Health Insurance			0
b. Disabled			0
11. Family Type		Number of Families***	
a. Single Parent/Female			
b. Single Parent/Male			
c. Two-Parent Household			
d. Single Person			
e. Two Adults - No Children			
f. Other			
	***Total	0	
12. Family Size		Number of Families***	
a. One			
b. Two			
c. Three			
d. Four			
e. Five			
f. Six			
g. Seven			
h. Eight or more			
	***Total	0	
13. Source of Family Income		Number of Families	
a. Unduplicated # of Families Reporting One or More Sources of Income***			
b. Unduplicated # of Families Reporting No Income			
Total UNDUP Families who responded as either having a source of income or having no income ***		0	
Record the sources of each family income as reported in 13a above:			
c. TANF			
d. SSI			
e. Social Security			
f. Pension			
g. General Assistance			
h. Unemployment Insurance			
i. Employment + Other Source			
j. Employment only			
k. Other:			
	****Total (c. through k.)	0	
14. Level of Family Income % of HHS guideline		Number of Families***	
a. Up to 50%			
b. 51% to 75%			
c. 76% to 100%			
d. 101% to 125% *****			
e. 126% to 150% *****			
f. 151% to 175% *****			
g. 176% to 200% *****			
h. 201% and over *****			
	***Total	0	
15. Housing		Number of Families***	
a. Own			
b. Rent			
c. Homeless			
d. Other			
	***Total	0	
16. Other family characteristics		Number of Families***	
a. Farmer			
b. Migrant Farmworker			
c. Seasonal Farmworker			

* The sum in this category should not exceed the value of Section 2.
 ** The sum in this category should not exceed the value of Section 7.e-h.
 *** The sum in this category should not exceed the value of Section 4.
 **** The sum in this category should be greater than or equal to Section 13.a.
 ***** Reminder, September 30, 2010 was the cutoff date for reporting CSBG clients served up to 200% of the Federal Poverty Guidelines.

MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

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 D**.

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 C**. Only the costs listed in **Exhibit C** 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.

1.03 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.

1.04 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.

(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.

1.05 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 A**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit A**, 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.
- 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.

EXHIBIT B

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 programs;
 - 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 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 and Employment 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 regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **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

EXHIBIT B

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.

EXHIBIT B

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 non-discrimination and compliance provisions of these paragraphs in all subcontracts to perform work or provide services under this Agreement.

V. CONTRACT ADMINISTRATORS

5.01 Contract Administrator – CONTRACTOR: CONTRACTOR hereby designates **Leila Emadin** 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.

5.02 Contract Administrator – COUNTY: COUNTY hereby designates the Director of the Monterey County Department of Social and Employment 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 and Employment 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.

VI. 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

EXHIBIT B

date thereafter, as COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written Amendment modifying this Agreement.

VII. 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 DSES 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 DSES Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSES Division 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 Division 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 & Employment Services.

B. CONTRACTOR's appeal of the Division 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.

COMMUNITY ACTION PARTNERSHIP
HOUSING RESOURCE CENTER OF MONTEREY COUNTY
2013 BUDGET

CATEGORY	SALINAS, SOUTH & NORTH COUNTY		TOTAL CONTRACT BUDGET
	Rental Assistance CSBG	Rental Assistance HF	
	\$26,252	\$14,125	
SALARIES	\$15,018	\$7,509	\$22,527
EMPLOYEE BENEFITS	\$1,886	\$964	\$2,850
PAYROLL TAXES	\$1,363	\$687	\$2,050
SUPPLIES	\$1,284	\$716	\$2,000
TELEPHONE	\$1,769	\$931	\$2,700
POSTAGE/SHIPPING	\$180	\$320	\$500
OCCUPANCY	\$1,741	\$778	\$2,519
PRINTING/PUBLIC	\$248	\$352	\$600
CONF/CONV/MTGS/TRNG/TRAVEL	\$1,422	\$878	\$2,300
INSURANCE	\$1,050	\$481	\$1,531
INDIRECT COSTS (Maximum 8%)	\$291	\$509	\$800
TOTAL	\$26,252	\$14,125	\$40,377

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

Person completing form: Alonzo Gonzales

Date: 11/5/2012

MONTEREY COUNTY DEPARTMENT OF SOCIAL AND EMPLOYMENT SERVICES

2013 REPORT OF EXPENDITURES/INVOICE

JANUARY 1 to DECEMBER 31, 2013

Name of Agency: Housing Resource Center

Invoice Period _____

CATEGORY	A	B	C	D=(B+C)	E	F=(D+E)	G=(A-F)
	CONTRACT BUDGET	CSBG	HF	INVOICE PERIOD EXPENSE	Prior YTD EXPENSE	Curr YTD EXPENSE	BALANCE
SALARIES	\$ 22,527.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,527.00
EMPLOYEE BENEFITS	\$ 2,850.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,850.00
PAYROLL TAXES	\$ 2,050.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,050.00
SUPPLIES	\$ 2,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000.00
TELEPHONE	\$ 2,700.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,700.00
POSTAGE/SHIPPING	\$ 500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500.00
OCCUPANCY	\$ 2,519.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,519.00
PRINTING/PUBLIC	\$ 600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00
CONF/CONV/MTGS/TRNG/TRAVEL	\$ 2,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,300.00
INSURANCE	\$ 1,531.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,531.00
NEWS ADS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INDIRECT COSTS (MAXIMUM 8%)	\$ 800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800.00
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL	\$ 40,377.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,377.00
BUDGET		\$ 26,252.00	\$ 14,125.00	\$ 40,377.00			
TOTAL PRIOR YTD EXPENSE		\$ -	\$ -	\$ -			
TOTAL CURR YTD EXPENSE		\$ -	\$ -	\$ -			
REMAINING BALANCE		\$ 26,252.00	\$ 14,125.00	\$ 40,377.00			

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

Person completing the form: _____

Phone no.: _____

Authorized signature _____

Title _____

DSES Analyst _____ Date: _____

Date _____

NOTES:

1. This is the contract expenditure report template. Always use this clear template to enter expenditures for each invoice period. The protected columns will automatically calculate the Year to Date (YTD) balance.
2. The amount entered in Column E, "PRIOR YTD EXPENSE", must be equal to/same as the prior invoice period's report Column G, "CURR YTD EXPENSE".

Remit To:
Housing Resource Center
P.O. Box 1307, Salinas, CA 93902

**ELDER/DEPENDENT ADULT
ABUSE & NEGLECT REPORTING
CERTIFICATION**

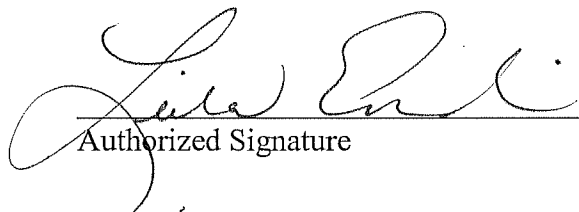
Housing Resource Center

HEREBY acknowledges that this contract for services will bring CONTRACTOR in contact with dependent adults or elders, and that CONTRACTOR has received from COUNTY a copy of Welfare & Institutions Code Section 15659 as required by the Elder Abuse and Dependent Adult Civil Protection Act (Welfare & Institutions Code Sections 15600, et seq). CONTRACTOR certifies that it has knowledge of the provisions of the Act, and will comply with its provisions which define a mandated reporter, and requires that reports of abuse or neglect be made by a mandated reporter when, in his or her professional capacity, or within the scope of his or her employment, he/she observes or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect.

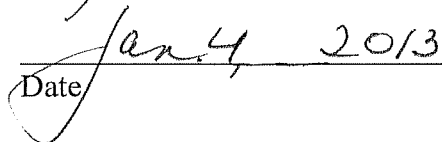
Form SOC 341, Report of Suspected Dependent Adult/Elder Abuse, and General Instructions are available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341.pdf>

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of and will comply with the Act's reporting requirements.

Form SOC 341A, Statement Acknowledging Requirement to Report Suspected Abuse of Dependent Adult and Elders, is available on the California Department of Social Services website: <http://www.dss.cahwnet.gov/cdssweb/entres/forms/English/SOC341A.pdf>



Authorized Signature



Date

To Report Suspected Dependent Adult/Elder Abuse during regular business hours, call **(831) 755-3403**

To Report Suspected Dependent Adult/Elder Abuse after hours, call **911**

WELFARE AND INSTITUTIONS CODE
SECTION 15659

15659.


- (a) Any person who enters into employment on or after January 1, 1995, as a care custodian, health practitioner, or with an adult protective services agency or a local law enforcement agency, prior to commencing his or her employment and as a prerequisite to that employment shall sign a statement on a form, that shall be provided by the prospective employer, to the effect that he or she has knowledge of Section 15630 and will comply with its provisions. The signed statement shall be retained by the employer.
- (b) Agencies or facilities that employ persons required to make reports pursuant to Section 15630, who were employed prior to January 1, 1995, shall inform those persons of their responsibility to make reports by delivering to them a copy of the statement specified in subdivision (a).
- (c) The cost of printing, distribution, and filing of these statements shall be borne by the employer.
- (d) On and after January 1, 1995, when a person is issued a state license or certificate to engage in a profession or occupation the members of which are required to make a report pursuant to Section 15630, the state agency issuing the license or certificate shall send a statement substantially similar to the one contained in subdivision (a) to the person at the same time as it transmits the document indicating licensure or certification to the person.
- (e) As an alternative to the procedure required by subdivision (d), a state agency may cause the required statement to be printed on all application forms for a license or certificate printed on or after January 1, 1995.
- (f) The retention of statements required by subdivision (a), and the delivery of statements required by subdivision (b) shall be the full extent of the employer's duty pursuant to this section. The failure of any employee or other person associated with the employer to report abuse of elders or dependent adults pursuant to Section 15630 or otherwise meet the requirements of this chapter shall be the sole responsibility of that person. The employer or facility shall incur no civil or other liability for the failure of these persons to comply with the requirements of this chapter.

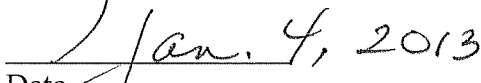
**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Housing Resource Center

HEREBY acknowledges that this contract for services will bring CONTRACTOR in contact with children, and that CONTRACTOR has received from COUNTY a copy of Penal Code Sections 11165.7 and 11166 as required by the Child Abuse and Neglect Reporting Act (Penal Code Sections 11164, et seq). CONTRACTOR further certifies that it has knowledge of the provisions of the Act, and will comply with its provisions, which define a mandated reporter and requires that reports of child abuse or neglect be made by a mandated reporter whenever, in his or her professional capacity or within the scope of his or her employment, he/she has knowledge or observes a child whom he/she knows or reasonably suspects has been a victim of neglect or abuse.

CONTRACTOR further gives assurance that all of its employees, consultants, and agents performing services under this Agreement, who are mandated reporters under the Act, sign statements indicating that they know of, and will comply with, the Act's reporting requirements.


Authorized Signature


Date

- ◆ 24-hour Bilingual Child Abuse Hotline 1-800-606-6618
- ◆ Mandated Child Abuse Reporter Training is available, at no cost, through the Child Abuse Prevention Council of Monterey County (CAPC), 755-4737.

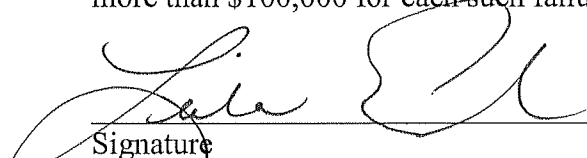
CERTIFICATION REGARDING LOBBYING

Housing Resource Center

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.


Signature

Executive Direc
Title

Housing Resource Center
Agency/Organization

1.4.13
Date

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made effective the first day of January, 2013, by and between County of Monterey, hereinafter referred to as "Covered Entity", and **Housing Resource Center**, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of Covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled **agreement to provide housing assistance to low-income residents of Monterey County**, dated January 1, 2013, and is hereby referred to as the "Arrangement Agreement"); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Agreement shall control.

The term "Protected Health Information" means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

EXHIBIT H

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

II. CONFIDENTIALITY REQUIREMENTS

- (a) Business Associate agrees:
- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
 - (ii) at termination of this Agreement, the Arrangement Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible; and
 - (iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement.
- (b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its

EXHIBIT H

capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Privacy Rule. Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

III. AVAILABILITY OF PHI

Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Arrangement Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Privacy Rule, the parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Arrangement Agreement and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of California. No change, waiver or discharge of any liability or obligation hereunder

EXHIBIT H

on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty days, the parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY:
MONTEREY COUNTY**

By: _____

Title: Contracts/Purchasing Officer

Date: 2/13/13

**BUSINESS ASSOCIATE:
HOUSING RESOURCE CENTER**

By: _____

Title: Executive Director

Date: 1.4.13

AUDIT & RECOVERY OF OVERPAYMENTS REQUIREMENTS

I. CPA Audit on Termination:

1.01 Audit Requirement

At the request of COUNTY, CONTRACTOR shall give to COUNTY an audit or audit reports covering the contract period, prepared by an independent Certified Public Accountant. The audit requirement is for the purpose of determining whether the reported costs are fair and reasonable and have been computed in accordance with generally accepted accounting principles, with the provisions of this Agreement, and with all applicable COUNTY requirements. Such audit shall be performed in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities, and Functions" as published by the Comptroller General of the United States, and in accordance with generally accepted auditing standards.

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit, or audit report, required herein no later than 120 days after the close of CONTRACTOR's Fiscal Year. If CONTRACTOR's fiscal records adhere to a Fiscal Year different from COUNTY's, then CONTRACTOR's audit will include a schedule(s) coinciding with COUNTY's Fiscal Year (July-June), or CONTRACTOR may submit a program specific audit coinciding with COUNTY's Fiscal Year (July-June).

In the case where providing the required audit within the specified time period represents an unreasonable hardship, CONTRACTOR shall alert COUNTY and request an extension. Additional documentation may be requested by COUNTY in order to grant the extension. The submittal of the audit will continue to be required and due **no later than six (6) months** after the close of CONTRACTOR's fiscal year-end.

1.03 Audit Format

CONTRACTOR may submit to COUNTY one of the following in satisfaction of this Audit requirement:

1) An annual independent audit and Management Letter conducted in accordance with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States. **The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

-OR-

2) If CONTRACTOR is not required to have an annual independent audit conducted in accordance with **both** Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards (yellow book audit) issued by the Comptroller General of the United States, other than to comply with COUNTY's request, **then** an annual independent audit and Management Letter, conducted only in accordance with Generally Accepted Auditing Standards (GAAS) may be submitted *as long as the audit includes this grant/program as part of the testing*. **The audit must identify all federal, state and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.**

EXHIBIT I

COUNTY reserves the right to require a program specific audit at COUNTY's discretion.

1.04 Payment for Audit

CONTRACTOR shall bear all costs in connection with, or resulting from, any audit and/or inspections including, but not limited to, actual cost incurred and the payment/repayment of any expenditures disallowed by COUNTY, State or Federal government entities, including any assessed interest and penalties.

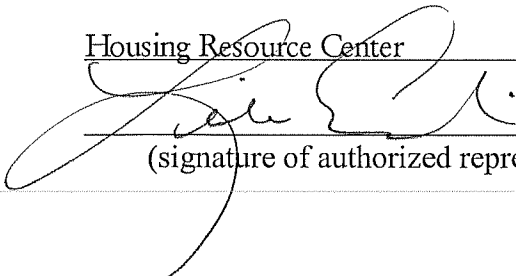
If CONTRACTOR is exempt from federal audit procedures under OMB Circular 133, then payment for this audit shall be made by CONTRACTOR with resources other than grant funds, or those used for matching purposes. If CONTRACTOR is not exempt from federal audit procedures under OMB Circular 133, the cost of audits made in accordance with the provisions of this part are allowable charges to Federal awards. The charges may be considered a direct cost or an allocated indirect cost, as determined in accordance with the provisions of applicable OMB cost principles circulars, the Federal Acquisition Regulation (FAR) (48 CFR parts 30 and 31), or other applicable cost principles or regulations.

II. Contractor Records

Funds provided by COUNTY shall be accounted for separately in CONTRACTOR's books and records. CONTRACTOR shall keep a systematic accounting record of the receipt and disbursement of COUNTY funds. CONTRACTOR shall permit COUNTY to audit, examine and to copy excerpts and transcripts from such records and to conduct audits or reviews of all records including, but not limited to, invoices, materials, personnel records, bank account records, business records, billing statements, payroll records, business expense records, and any and all other data related to matters covered by this Agreement. CONTRACTOR shall maintain such data and records in an accessible location and condition for a period of at least four (4) years from the close of this Agreement term, or until after the conclusion of any audit, whichever occurs last. The State of California and/or any Federal agency providing funds for this Agreement shall have the same rights conferred upon COUNTY herein. CONTRACTOR shall keep records that are sufficient to permit the tracing of funds to a level of expenditure adequate to ensure that the funds have not been unlawfully spent. CONTRACTOR's records shall describe and support the use of funds for the agreed upon project or services outlined in this Agreement.

III. Recovery of Overpayments: If any audit shows that COUNTY has paid to CONTRACTOR any amount in excess of properly allowable costs, then CONTRACTOR shall reimburse COUNTY for that amount, either by a cash payment made within thirty (30) days after COUNTY notifies CONTRACTOR of the overpayment, or by an offset made by COUNTY against any payments owed by COUNTY to CONTRACTOR under this or any other contract.

Housing Resource Center



(signature of authorized representative)

1.4.13

(date)