

ORIGINAL

**COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Community Homeless Solutions
(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 services to persons experiencing homelessness and to victims of domestic violence in 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 shall not exceed the sum of \$ 162,615.00.

3.0 TERM OF AGREEMENT

- 3.01 The term of this Agreement is from January 1, 2018 to December 31, 2018, 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
See Page 10(a) - List of Exhibits

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 in this paragraph. 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, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

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 \$1,000,000 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 Suwansupa, Management Analyst	Reyes Bonilla, Executive Director
Name and Title	Name and Title
1000 S. Main St. Ste 301	PO Box 1340
Salinas, CA 93901	Marina, CA 93933
Address	Address
831-796-3584	831-384-3388
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.

COUNTY OF MONTEREY

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: 1/24/18

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: 11-29-17

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

CONTRACTOR

Community Homeless Solutions
Contractor's Business Name*

By: _____
(Signature of Chair, President, or
Vice-President)*

Teresa Erickson
Name and Title
Date: 11-22-17

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*
Jason Chavez, Treasurer
Name and Title

Date: 11/22/17

County Board of Supervisors' Agreement Number: A-13541, approved on (date): 1/9/2018

*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.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

LIST OF EXHIBITS

Community Homeless Solutions

Exhibit A	Scope of Services/Payment Provisions
Exhibit A-1	CAP Service Report
Exhibit A-2	Federal Poverty Guidelines
Exhibit A-3	Child Support Referral Policy
Exhibit A-4	Customer Evaluation Form
Exhibit A-5	Site Visit Monitoring Tool
Exhibit A-6	Client Information Report
Exhibit B	DSS Additional Provisions
Exhibit C	Program Budget
Exhibit D	Sample Invoice
Exhibit E	Child Abuse Reporting Certification
Exhibit F	Elder Abuse Reporting Certification
Exhibit G	HIPAA Certification
Exhibit H	Lobbying Certification
Exhibit I	Audit Requirements

SCOPE OF SERVICES/PAYMENT PROVISIONS

COMMUNITY HOMELESS SOLUTIONS

- A. TOTAL FUNDING:** \$162,615.00
- B. CONTRACT TERM:** January 1, 2018 to December 31, 2018
- C. CONTACT INFORMATION:**
- County Contract Monitor: Monterey County Community Action Partnership (MCCAP)
 Lauren Suwansupa, Management Analyst
 1000 S. Main Street, Suite 301 Salinas, CA 93901
 Phone: (831) 796-3584 Fax: (831) 755-8477
suwansupal@co.monterey.ca.us
- Contractor Information: Community Homeless Solutions
 Reyes Bonilla, Executive Director
 PO Box 1340 Marina, CA 93933
 Phone: (831) 384-3388 Fax: (831) 384-1308
rbonilla@communityhomelesssolutions.org
- Location of Services: Transitional Housing Programs
 3087 Wittenmyer Ct Marina, CA 93933
 Phone: (831) 384-3322 Fax: (831) 384-1308
- Salinas Emergency Shelter
 Confidential Location, CA
 Phone: (831) 422-2201 Fax: (831) 573-6306
- Peninsula Emergency Shelter
 Confidential Location, CA
 Phone: (831) 394-8372 Fax: (831) 394-8372
- MOST Street Outreach
 County Wide – mobile services
 Phone: (831) 384-3388 Fax: (831) 384-1308
- MOST Day Center
 299 12th St Ste C Marina, CA 93933
 Phone: (831) 384-3388 Fax: (831) 384-1308
- D. BACKGROUND**
- Community Homeless Solutions is a non-profit corporation, formed in 1978 under the name Shelter Outreach Plus to offer emergency shelter services to women and children fleeing domestic violence. Since this time, Community Homeless Solutions has grown to become the largest agency serving homeless individuals and families in Monterey County. Community Homeless Solutions currently operates three emergency shelters, a winter warming shelter, four transitional

SCOPE OF SERVICES/PAYMENT PROVISIONS

housing programs, a street outreach program, and a Day Center that provides showers, toilets, washer/dryer access and other services to the homeless. Programs and services provide housing to the homeless, emergency shelter to women and children fleeing domestic violence, and an array of support services that enable homeless families and individuals to access food, obtain employment assistance/jobs, and to transition to permanent housing.

E. DESCRIPTION OF SERVICES

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

E.1 VIOLENCE PREVENTION/INTERVENTION

- E.1.1 CONTRACTOR shall provide "Violence Prevention/Intervention" to low-income individuals and families living in all regions of Monterey County.
- E.1.2 "Violence Prevention/Intervention" services include but are not limited to:
 - E.1.2.a Outreach, emergency shelter, and case management to low-income residents of Monterey County effected by domestic violence.
 - E.1.2.b 24/7 operation of two confidential domestic violence shelters in Monterey County offering up to 90 day stays.
- E.1.3 Adequate performance for this service shall be based on outcomes achieved towards the goals set forth on the Community Action Partnership (CAP) Service Report (**Exhibit A-1**).
 - E.1.3.a FNPI 5b: The number of individuals who demonstrated improved physical health and well-being.
 - E.1.3.b FNPI 5c: The number of individuals who demonstrated improved mental and behavioral health and well-being.
- E.1.4 Adequate delivery for this service shall be based on service counts delivered towards the goal set forth on the CAP Service Report (**Exhibit A-1**).
 - E.1.4.a SRV 5v: Mental Health Assessments.
 - E.1.4.b SRV 5w: Mental Health Counseling.
 - E.1.4.c SRV 5x: Crisis Response/Call-In Responses.
 - E.1.4.d SRV 5y: Domestic Violence Programs.
 - E.1.4.e SRV 5aa: Domestic Violence Support Group Meetings.
 - E.1.4.f SRV 7b: Case Management.

E.2 SERVICES FOR HOMELESS

- E.2.1 CONTRACTOR shall provide "Services for Homeless" to low-income individuals and families living in all regions of Monterey County.
- E.2.2 "Services for Homeless" include but are not limited to:
 - E.2.2.a Operations of two (2) emergency shelters, four (4) transitional housing programs, a permanent supportive housing program, a respite care program, an outreach program, and a Day Center for low-income homeless residents of Monterey County.
- E.2.3 Adequate performance for this service shall be based on outcomes achieved towards the goals set forth on the CAP Service Report (**Exhibit A-1**).
 - E.2.3.a FNPI 4a: The number of households experiencing homelessness who obtained safe temporary shelter.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- E.2.3.b FNPI 4b: The number of households who obtained safe and affordable housing.
 - E.2.4 Adequate delivery for this service shall be based on service counts delivered towards the goal set forth on the CAP Service Report (**Exhibit A-1**).
 - E.2.4.a SRV 4n: Temporary Housing Placement (includes emergency shelter).
 - E.2.4.b SRV 4o: Transitional Housing Placements.
 - E.2.4.c SRV 4p: Permanent Housing Placements.
 - E.2.4.d SRV 5pp: Hygiene Facility Utilizations (e.g. showers, toilets, sinks).
 - E.2.4.e SRV 7b: Case Management.
- E.3 **CONTRACTOR RESPONSIBILITIES**
 - E.3.1 CONTRACTOR shall ensure that low-income individuals and families receiving services through this agreement have an income at or below 100% the current Federal Poverty Guidelines as issued by the Federal Register by the Department of Health and Human Services (HHS) (**Exhibit A-2**) by requesting and recording income documentation from customers and securely maintaining the information provided.
 - E.3.2 CONTRACTOR shall inform recipients of funded programs, activities, or services about the availability of state and federal Earned Income Tax Credits (EITC); and refer potentially eligible individuals and families to local Volunteer Income Tax Assistance (VITA) program providers who can provide further information and assessment.
 - E.3.3 To ensure child support referral procedures are implemented within all supported programs, CONTRACTOR shall refer custodial parents to the Monterey County Department of Child Support Services and make the Child Support Referral Notice and Application for Child Support Services forms available to all custodial parents in single-parent families that participate in CSBG-funded programs, activities, or services per the CAP Child Support Referral Policy (**Exhibit A-3**).
 - E.3.4 CONTRACTOR shall provide information and referral assistance with completion of application forms for mainstream benefits when appropriate.
 - E.3.5 CONTRACTOR shall ensure that services are provided in Spanish and English.
 - E.3.6 CONTRACTOR shall obtain and submit no less than six (6) customer evaluation forms (**Exhibit A-4**) to MCCAP from actual service recipients.
 - E.3.7 CONTRACTOR shall participate as a member to the CAP Community Circle (CCC). As a member of the CCC, CONTRACTOR shall ensure representation at all regularly scheduled bi-monthly meetings organized by CAP, utilize the Monterey County CAP logo on appropriate agency marketing, engage and work cooperatively with other members of the CCC and ensure agency representation at all CCC special events.
 - E.3.8 CONTRACTOR shall participate in an annual site visit conducted by MCCAP staff, Monterey County Community Action Commission Commissioners and program representatives to review fiscal integrity, customer service, business management, and data reporting service delivery. Within the rules established

SCOPE OF SERVICES/PAYMENT PROVISIONS

management, and data reporting service delivery. Within the rules established by the Health Insurance Portability & Accountability Act (HIPPA) agreed and signed within this agreement as **Exhibit G**, CONTRACTOR shall make client files available to MCCAP and authorized State of California CSBG program representatives to sample data and ensure monitoring requirements are fully met and documented outcomes match data submitted. The monitoring will review all elements included in the CAP Site Visit Monitoring Tool (**Exhibit A-5**).

F. REPORTING INSTRUCTIONS & SUBMISSION

- F.1 CAP SERVICE REPORT: CONTRACTOR shall report semi-annually using the Monterey County CAP Service Report, (**Exhibit A-1**). The CAP Service Report is composed of five sections. The five sections are; A) Report Cover Page, B) Collaborations C) Goals, D) Outcomes Report, and E) Characteristics. Various sections of the report must be completed at different phases of the contract development, service term, and closure. The report must remain in excel (.xls) format and be submitted electronically to the Contract Monitor.
- F.1.1 The CAP Service Report is due:
- F.1.1.a Contract Initiation: Target goals are set and established prior to execution of this agreement.
 - F.1.1.b Mid-Year Update: A mid-year progress report is due on July 10, 2018. This report will provide an update assessing the agency's current progress on the goals established at the start of the contract period and may be used in conjunction with the agency monitoring process. This report covers the period January 1, 2018 to June 30, 2018.
 - F.1.1.c End of Year Report: An end of year closure report is due on January 10, 2019. This report will provide a final outcomes report of the agency's performance to meet the goals established at the start of the contract period. Results may be used to evaluate agency and contractual service performance. This report covers the cumulative period January 1, 2018 to December 31, 2018.
- F.1.2 All data reported must have documented methods of determining indicator achievement and be provided for review upon request.
- F.2 CUSTOMER EVALUATIONS: CONTRACTOR shall ensure that no less than six (6) customer evaluation forms are submitted annually using the MCCAP Partner Agency Evaluation Form (**Exhibit A-4**). Forms must be received in an envelope sealed by the customer who completed the form.
- F.2.1 Evaluations are due:
- F.2.1.a No less than three (3) evaluation forms must be received by July 10, 2018.
 - F.2.1.b No less than three (3) additional evaluation forms (total of six for the year) must be received by January 10, 2019.
- F.2.2 CONTRACTOR shall ensure that all completed evaluation forms are submitted to MCCAP at: Monterey County Community Action Partnership 1000 S. Main St, Ste 301 Salinas, CA 93901

SCOPE OF SERVICES/PAYMENT PROVISIONS

- F.3 CLIENT INFORMATION REPORT: CONTRACTOR shall submit the Client Information Report, **Exhibit A-6**, as part of the supportive documentation included with each monthly invoice. The Client Information Report is a monthly record to capture data on CalWORKs recipients served by CONTRACTOR in accordance with HIPPA rules and regulations as stated in **Exhibit G**.

G. PAYMENT PROVISIONS

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

G.2 PAYMENT SUMMARY

Service	1/1/18 – 6/30/18	7/1/18 – 12/31/18	Total
Violence Prevention/Intervention	\$47,558	\$47,557	\$95,115
Services for Homeless	\$33,750	\$33,750	\$67,500
Total	\$81,308	\$81,307	\$162,615

- G.2.1 The total amount payable by County to CONTRACTOR for the period January 1, 2018 through June 30, 2018 shall not exceed **eighty-one thousand three hundred eight dollars and zero cents (\$81,308.00)**.
- G.2.2 The total amount payable by County to CONTRACTOR for the period July 1, 2018 through December 31, 2018 shall not exceed **eighty-one thousand three hundred seven dollars and zero cents (\$81,307.00)**.
- G.2.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **one hundred sixty-two thousand six hundred fifteen dollars and zero cents (\$162,615.00)** per **Exhibit C**.

H. INVOICING INSTRUCTIONS & SUBMISSION

- H.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed, with the final invoice due no later than January 10, 2019.
- H.2 CONTRACTOR acknowledges that all funding under this Agreement will be exhausted by December 31, 2018.
- H.3 The invoice shall be submitted on the invoice form set forth in **Exhibit D**.
- H.4 All original invoices shall be mailed to the Contract Monitor.

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Monterey County CAP Service Report

Name of Agency Reporting:

Community Homeless Solutions

CONTRACT INITIATION SECTION

Prior to the start of the contract period; proposed target goals for the contracted services must be completed in the following report. The following sections must be completed to initiate the contract.

A. COVER PAGE: Click the box of the service domain being addressed through this agreement.

Service Domain(s) to be addressed:

- | | |
|--|--|
| <input type="checkbox"/> Employment | <input checked="" type="checkbox"/> Health & Social/Behavioral Development |
| <input type="checkbox"/> Education & Cognitive Development | <input type="checkbox"/> Civic Engagement & Community Involvement |
| <input type="checkbox"/> Income & Asset Building | <input checked="" type="checkbox"/> Housing |

B. COLLABORATIONS: Type an "x" in the boxes under the first column titled, "Initial Assessment" for each partnering agency your agency has an active partnership at the time of contract initiation. These partnerships can be formal or informal relationships. You may be requested to provide a copy of a MOU or a letter from the partner to verify the relationship if requested.

C. GOALS: Review the National Performance Outcomes listed in this form and identify those that best fit the services and outcomes related to your agency and work performed under this contract. If no indicator appropriately matches your services, customized indicators can be written in under the "other" sections of the appropriate service domain. In the first column, insert the number of participants or units proposed to be served by the relevant program. In the second column, insert the number of participants or units proposed to achieve the indicator goal. In the third column, agencies must indicate a method of documentation that sets the metric to be used to determine the goal was met (i.e. pre- and post-tests, paystubs, case notes indicating marked improvement in the area indicated, bank statements, behavior matrix, etc.). Documentation methods may vary, but must be briefly described here.

E. SERVICE COUNTS: Review the Individual and Family Services listed in this form and identify those that best fit the services related to your agency and work performed under this contract. In the first column, insert the number of unduplicated participants proposed to be served by your program. Documentation methods may vary, but must be provided upon request.

CONTRACT REPORTING INSTRUCTIONS**MID YEAR REPORT SECTION - DUE JULY 10th (of contract year)**

A mid-year progress report is due on July 10th of the contract year. This report will provide an update assessing the agency's current progress on the goals established at the start of the contract period and may be used in conjunction with the agency monitoring process. The following section must be completed in order to fully meet the requirements of the mid-year report.

A. COVER PAGE: Complete the following section on outcome progress.

**Mid-Year Progress
on Outcomes/
Indicators**

(Provide a brief summary narrative on the scope of the impact of these mid-year outcomes and progress in meeting the established goals.)

D. OUTCOMES REPORT: Only enter data in the column titled "III.) Mid-Year Results (#)." Provide mid-year outcomes for those attaining the achievement between January - June of the contract term on only the indicators selected during the initiation phase and a projection was determined. If attainment cannot yet be determined as per the method described in the goals, do not count those "in progress." You may be asked to provide documentation used to support the data reported.

E. SERVICE COUNTS: Only enter mid-year results in the indicators in which projections were established at the beginning of the contract. Data should be entered into the column titled "II. Mid-Year Progress of Individuals Served (#)" and covers the period between January - June. Documentation methods may vary, but must be provided upon request.

CONTRACT REPORTING INSTRUCTIONS**END OF YEAR REPORT SECTION - DUE JANUARY 10th (after contract year)**

An end of year closure report is due on January 10th of the year following the end of the contract term. This report will provide a final outcomes report of the agency's performance to meet the goals established at the start of the contract period. Results may be used to evaluate agency and contractual service performance. The following sections must be completed in order to fully meet the requirements of the end of year report.

A. REPORT COVER PAGE: Complete the following section on outcomes and lessons learned.

Outcomes & Lessons Learned	(Provide a brief summary narrative on the outcomes and lessons learned in regards to the established goals.)
---------------------------------------	--

Monterey County CAP Report			
Agency Collaborations			
Number of organizations, both public and private, that the Agency actively works with to expand resources and opportunities in order to achieve family and community outcomes:		Initial Assessment	Final Assessment
A.	Non-Profit	12	0
B.	Faith Based	2	0
C.	Local Government	14	0
D.	State Government	1	0
E.	Federal Government	2	0
F.	For-Profit Business or Corporation	2	0
G.	Consortiums/Collaboration	2	0
H.	Housing Consortiums/Collaboration	1	0
I.	School Districts	0	0
J.	Institutions of postsecondary education/training	0	0
K.	Financial/Banking Institutions	0	0
L.	Health Service Institutions	2	0
M.	State wide associations or collaborations	1	0
N.	Other	0	0
Total Number of Partner Organizations		39	0

Monterey County CAP Report

Individual and Family National Performance Indicators (FNPI) Goals

		I. Number of Participants to be Served in Program(s) (a)	II. Target (a) as Attain Achievement
FNPI 1	Employment Indicators (FNPI 1)		
FNPI 1a	The number of unemployed youth who obtained employment to gain skills or income.		
FNPI 1b	The number of unemployed adults who obtained employment (up to a living wage).		
FNPI 1c	The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).		
FNPI 1d	The number of unemployed adults who obtained and maintained employment for at least 180 days (up to a living wage).		
FNPI 1e	The number of unemployed adults who obtained employment (with a living wage or higher).		
FNPI 1f	The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher).		
FNPI 1g	The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher).		
FNPI 1h	The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits.		
FNPI 1h.1	Of the above, the number of employed participants who increased income from employment through wage or salary amount increase.		
FNPI 1h.2	Of the above, the number of employed participants who increased income from employment through hours worked increase.		
FNPI 1h.3	Of the above, the number of employed participants who increased benefits related to employment.		
FNPI 1i	Other Employment Outcome Indicator (FNPI 1)		
FNPI 1i.1	Other		
FNPI 1i.2	Other		
FNPI 1i.3	Other		
FNPI 2	Education and Cognitive Development (FNPI 2)	I. Number of Participants to be Served in Program(s) (a)	II. Target (a) as Attain Achievement
FNPI 2a	The number of children (0 to 5) who demonstrated improved emergent literacy skills.		
FNPI 2b	The number of children (0 to 5) who demonstrated skills for school readiness.		
FNPI 2c	The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total).		
FNPI 2c.1	Early Childhood Education (ages 0-5)		
FNPI 2c.2	1st grade-8th grade		
FNPI 2c.3	9th grade-12th grade		
FNPI 2d	The number of children and youth who are achieving at basic grade level (academic, social, and other school success skills). (auto total)		
FNPI 2d.1	Early Childhood Education (ages 0-5)		
FNPI 2d.2	1st grade-8th grade		
FNPI 2d.3	9th grade-12th grade		
FNPI 2e	The number of parents/caregivers who improved their home environments.		
FNPI 2f	The number of adults who demonstrated improved basic education.		
FNPI 2g	The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma.		
FNPI 2h	The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.		
FNPI 2i	The number of individuals who obtained an Associate's degree.		
FNPI 2j	The number of individuals who obtained a Bachelor's degree.		
FNPI 2k	Other Education and Cognitive Development Outcome Indicator (FNPI 2)		
FNPI 2k.1	Other		
FNPI 2k.2	Other		
FNPI 2k.3	Other		

		I.) Number of Participants to be Served in program(s) (1)	II.) Target #/3 for Achievement
FNPI 3	Income and Asset Building (FNPI 3)		
FNPI 3a	The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.		
FNPI 3b	The number of individuals who achieved and maintained capacity to meet basic needs for 180 days.		
FNPI 3c	The number of individuals who opened a savings account or IDA.		
FNPI 3d	The number of individuals who increased their savings.		
FNPI 3e	The number of individuals who used their savings to purchase an asset.		
FNPI 3e.1	Of the above, the number of individuals who purchased a home.		
FNPI 3f	The number of individuals who improved their credit scores.		
FNPI 3g	The number of individuals who increased their net worth.		
	The number of individuals engaged with the Community Action Agency who report improved financial well-being.		
FNPI 3	Other Income and Asset Building Outcome Indicator (FNPI 3)		
FNPI 3p	Other		
FNPI 3e.1	Other		
FNPI 3e.2	Other		
		I.) Number of Participants to be Served in program(s) (1)	II.) Target #/3 for Achievement
FNPI 4	Housing (FNPI 4)		
FNPI 4a	The number of households experiencing homelessness who obtained safe temporary shelter.	500	400
FNPI 4b	The number of households who obtained safe and affordable housing.	225	200
FNPI 4c	The number of households who maintained safe and affordable housing for 90 days.		
FNPI 4d	The number of households who maintained safe and affordable housing for 180 days.		
FNPI 4e	The number of households who avoided eviction.		
FNPI 4f	The number of households who avoided foreclosure.		
	The number of households who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc).		
FNPI 4g	The number of households with improved energy efficiency and/or energy burden reduction in their homes.		
FNPI 4	Other Housing Outcome Indicator (FNPI 4)		
FNPI 4p	Other		
FNPI 4e.1	Other		
FNPI 4e.2	Other		
		I.) Number of Participants to be Served in program(s) (1)	II.) Target #/3 for Achievement
FNPI 5	Health and Social/Behavioral Development (FNPI 5)		
FNPI 5a	The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).		
FNPI 5b	The number of individuals who demonstrated improved physical health and well-being.	30	25
FNPI 5c	The number of individuals who demonstrated improved mental and behavioral health and well-being.	200	125
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/ caregivers.		
FNPI 5e	The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.		
FNPI 5f	The number of seniors (65+) who maintained an independent living situation.		
FNPI 5g	The number of individuals with disabilities who maintained an independent living situation.		
FNPI 5h	The number of individuals with chronic illness who maintained an independent living situation.		
FNPI 5i	The number of individuals with no recidivating event for six months.		
FNPI 5i.1	Youth (ages 14-17)		
FNPI 5i.2	Adults (ages 18+)		
FNPI 5	Other Health and Social/Behavioral Development Outcome Indicator (FNPI 5)		
FNPI 5p	Other		
FNPI 5e.1	Other		
FNPI 5e.2	Other		

		I. Number of Participants to be Served in Year 1-3	II. Number of Activities to be Achieved
FNPI 6	Civic Engagement and Community Involvement Indicators (FNPI 6)		
FNPI 6a	The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.		
FNPI 6a.1	Of the above, the number of Community Action program participants who improved their leadership skills.		
FNPI 6a.2	Of the above, the number of Community Action program participants who improved their social networks.		
FNPI 6a.3	Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.		
FNPI 6	Other Civic Engagement and Community Involvement Outcome Indicator (FNPI 6)		
FNPI 6c	Other		
FNPI 6c.1	Other		
FNPI 6c.2	Other		
		I. Number of Participants to be Served in Year 1-3	II. Number of Activities to be Achieved
FNPI 7	Outcomes Across Multiple Domains (FNPI 7)		
FNPI 7a	The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.		
FNPI 7	Other Outcome Indicator (FNPI 7)		
FNPI 7b	Other		
FNPI 7c	Other		
FNPI 7d	Other		

Monterey County CAP Outcomes Report

Individual and Family National Performance Indicators (FNPI) Outcomes							
		I.) Number of Participants to be Served in program(s) (P)	II.) Target (T) to Attain Achievement	III.) Mid-Year Results (M)	IV.) Final Results (F)	V.) Percentage Achieving Outcome (IV/I - VI % auto calculated)	VI.) Performance Target Accuracy (IV/I - VI) (F % auto calculated)
FNPI 1	Employment Indicators (FNPI 1)						
FNPI 1a	The number of unemployed youth who obtained employment to gain skills or income.	0	0				
FNPI 1b	The number of unemployed adults who obtained employment (up to a living wage).	0	0				
FNPI 1c	The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage).	0	0				
FNPI 1d	The number of unemployed adults who obtained and maintained employment for at least 180 days (up to a living wage).	0	0				
FNPI 1e	The number of unemployed adults who obtained employment (with a living wage or higher).	0	0				
FNPI 1f	The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher).	0	0				
FNPI 1g	The number of unemployed adults who obtained and maintained employment for at least 180 days (with a living wage or higher).	0	0				
FNPI 1h	The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits.	0	0				
FNPI 1h.1	Of the above, the number of employed participants who increased income from employment through wage or salary amount increase.	0	0				
FNPI 1h.2	Of the above, the number of employed participants who increased income from employment through hours worked increase.	0	0				
FNPI 1h.3	Of the above, the number of employed participants who increased benefits related to employment.	0	0				
FNPI 1	Other Employment Outcome Indicator (FNPI 1)						
FNPI 1a	Other	0	0				
FNPI 1b	Other	0	0				
FNPI 1c	Other	0	0				
FNPI 2	Education and Cognitive Development (FNPI 2)						
FNPI 2a	The number of children (0 to 5) who demonstrated improved emergent literacy skills.	0	0				
FNPI 2b	The number of children (0 to 5) who demonstrated skills for school readiness.	0	0				
FNPI 2c	The number of children and youth who demonstrated improved positive approaches toward learning, including improved attention skills. (auto total).	0	0				
FNPI 2c.1	Early Childhood Education (ages 0-5)	0	0				
FNPI 2c.2	1st grade-8th grade	0	0				
FNPI 2c.3	9th grade-12th grade	0	0				
FNPI 2d	The number of children and youth who are achieving at basic grade level (academic, social, and other school success skills). (auto total)	0	0				
FNPI 2d.1	Early Childhood Education (ages 0-5)	0	0				
FNPI 2d.2	1st grade-8th grade	0	0				
FNPI 2d.3	9th grade-12th grade	0	0				
FNPI 2e	The number of parents/caregivers who improved their home environments.	0	0				
FNPI 2f	The number of adults who demonstrated improved basic education.	0	0				
FNPI 2g	The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma.	0	0				
FNPI 2h	The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills.	0	0				
FNPI 2i	The number of individuals who obtained an Associate's degree.	0	0				
FNPI 2j	The number of individuals who obtained a Bachelor's degree.	0	0				
FNPI 2	Other Education and Cognitive Development Outcome Indicator (FNPI 2)						
FNPI 2	Other	0	0				
FNPI 2.1	Other	0	0				
FNPI 2.2	Other	0	0				

		I } Number of Participants to be Served in program(s) (a)	II } Target (b) to Achieve	III } Mid-Year Results (c)	IV } Final Results (d)	V } Percentage Achieving Outcome (b)/(d) x 100 (e auto-calculated)	VI } Performance Target Accuracy (b)/(d) x 100 (e auto-calculated)
FNPI 3	Income and Asset Building (FNPI 3)						
FNPI 3a	The number of individuals who achieved and maintained capacity to meet basic needs for 90 days.	0	0				
FNPI 3b	The number of individuals who achieved and maintained capacity to meet basic needs for 180 days.	0	0				
FNPI 3c	The number of individuals who opened a savings account or IDA.	0	0				
FNPI 3d	The number of individuals who increased their savings.	0	0				
FNPI 3e	The number of individuals who used their savings to purchase an asset.	0	0				
FNPI 3e.1	Of the above, the number of individuals who purchased a home.	0	0				
FNPI 3f	The number of individuals who improved their credit scores.	0	0				
FNPI 3g	The number of individuals who increased their net worth.	0	0				
FNPI 3h	The number of individuals engaged with the Community Action Agency who report improved financial well-being.	0	0				
FNPI 3	Other Income and Asset Building Outcome Indicator (FNPI 3)						
FNPI 3e.1	Other	0	0				
FNPI 3e.1	Other	0	0				
FNPI 3e.2	Other	0	0				
		I } Number of Participants to be Served in program(s) (a)	II } Target (b) to Achieve	III } Mid-Year Results (c)	IV } Final Results (d)	V } Percentage Achieving Outcome (b)/(d) x 100 (e auto-calculated)	VI } Performance Target Accuracy (b)/(d) x 100 (e auto-calculated)
FNPI 4	Housing (FNPI 4)						
FNPI 4a	The number of households experiencing homelessness who obtained safe temporary shelter.	500	400				
FNPI 4b	The number of households who obtained safe and affordable housing.	225	200				
FNPI 4c	The number of households who maintained safe and affordable housing for 90 days.	0	0				
FNPI 4d	The number of households who maintained safe and affordable housing for 180 days.	0	0				
FNPI 4e	The number of households who avoided eviction.	0	0				
FNPI 4f	The number of households who avoided foreclosure.	0	0				
FNPI 4g	The number of households who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc).	0	0				
FNPI 4h	The number of households with improved energy efficiency and/or energy burden reduction in their homes.	0	0				
FNPI 4	Other Housing Outcome Indicator (FNPI 4)						
FNPI 4e.1	Other	0	0				
FNPI 4e.1	Other	0	0				
FNPI 4e.2	Other	0	0				
		I } Number of Participants to be Served in program(s) (a)	II } Target (b) to Achieve	III } Mid-Year Results (c)	IV } Final Results (d)	V } Percentage Achieving Outcome (b)/(d) x 100 (e auto-calculated)	VI } Performance Target Accuracy (b)/(d) x 100 (e auto-calculated)
FNPI 5	Health and Self-sufficiency Development (FNPI 5)						
FNPI 5a	The number of individuals who demonstrated increased nutrition skills (e.g. cooking, shopping, and growing food).	0	0				
FNPI 5b	The number of individuals who demonstrated improved physical health and well-being.	30	25				
FNPI 5c	The number of individuals who demonstrated improved mental and behavioral health and well-being.	200	125				
FNPI 5d	The number of individuals who improved skills related to the adult role of parents/caregivers.	0	0				
FNPI 5e	The number of parents/caregivers who demonstrated increased sensitivity and responsiveness in their interactions with their children.	0	0				
FNPI 5f	The number of seniors (65+) who maintained an independent living situation.	0	0				
FNPI 5g	The number of individuals with disabilities who maintained an independent living situation.	0	0				
FNPI 5h	The number of individuals with chronic illness who maintained an independent living situation.	0	0				
FNPI 5i	The number of individuals with no recidivating event for six months.	0	0				
FNPI 5L1	Youth (ages 14-17)	0	0				
FNPI 5L2	Adults (ages 18+)	0	0				
FNPI 5	Other Health and Self-sufficiency Development Outcome Indicator (FNPI 5)						
FNPI 5e.1	Other	0	0				
FNPI 5e.1	Other	0	0				
FNPI 5e.2	Other	0	0				

		I.) Number of Participants to be Served in program(s) (#)	II.) Target (T) to Attain Achievement	III.) Mid Year Results (#)	IV.) Final Results (#)	V.) Percentage Achieving Outcome (IV) ÷ V) (%) auto calculated)	VI.) Performance Target Accuracy (IV) ÷ V) (%) auto calculated)
FNPI 6	Civic Engagement and Community Involvement Indicators (FNPI 6)						
FNPI 6a	The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community.	0	0				
FNPI 6a.1	Of the above, the number of Community Action program participants who improved their leadership skills.	0	0				
FNPI 6a.2	Of the above, the number of Community Action program participants who improved their social networks.	0	0				
FNPI 6a.3	Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage.	0	0				
FNPI 6	Other Civic Engagement and Community Involvement Outcome Indicator (FNPI 6)						
FNPI 6a	Other	0	0				
FNPI 6a.1	Other	0	0				
FNPI 6a.2	Other	0	0				
		I.) Number of Participants to be Served in program(s) (#)	II.) Target (T) to Attain Achievement	III.) Mid Year Results (#)	IV.) Final Results (#)	V.) Percentage Achieving Outcome (IV) ÷ V) (%) auto calculated)	VI.) Performance Target Accuracy (IV) ÷ V) (%) auto calculated)
FNPI 7	Outcomes Across Multiple Domains (FNPI 7)						
FNPI 7a	The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains.	0	0				
FNPI 7	Other Outcome Indicator (FNPI 7)						
FNPI 7b	Other	0	0				
FNPI 7c	Other	0	0				
FNPI 7d	Other	0	0				

**Monterey County Community Action Partnership
Individual and Family (SRV) Service Counts**

SRV 1	Employment Services (SRV 1)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 1a-f	Skills Training and Opportunities for Experience (SRV 1a-f)			
SRV 1a	Vocational Training			
SRV 1b	On-the-Job and other Work Experience			
SRV 1c	Youth Summer Work Placements			
SRV 1d	Apprenticeship/Internship			
SRV 1e	Self-Employment Skills Training			
SRV 1f	Job Readiness Training			
SRV 1g-h	Career Counseling (SRV 1g-h)			
SRV 1g	Workshops			
SRV 1h	Coaching			
SRV 1i-n	Job Search (SRV 1i-n)			
SRV 1i	Coaching			
SRV 1j	Resume Development			
SRV 1k	Interview Skills Training			
SRV 1l	Job Referrals			
SRV 1m	Job Placements			
SRV 1n	Pre-employment physicals, background checks, etc.			
SRV 1o-p	Post-Employment Supports (SRV 1o-p)			
SRV 1o	Coaching			
SRV 1p	Interactions with employers			
SRV 1q	Employment Supplies (SRV 1q)			
SRV 1q	Employment Supplies			
SRV 2	Education and Cognitive Development Services (SRV 2)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 2a-j	Child/Young Adult Education Programs (SRV 2a-j)			
SRV 2a	Early Head Start			
SRV 2b	Head Start			
SRV 2c	Other Early-Childhood (0-5 yr. old) Education			
SRV 2d	K-12 Education			
SRV 2e	K-12 Support Services			
SRV 2f	Financial Literacy Education			
SRV 2g	Literacy/English Language Education			
SRV 2h	College-Readiness Preparation/Support			
SRV 2i	Other Post Secondary Preparation			
SRV 2j	Other Post Secondary Support			
SRV 2k	School Supplies (SRV 2k)			
SRV 2k	School Supplies			

SRV 2l-q	Extra-curricular Programs (SRV 2l-q)			
SRV 2l	Before and After School Activities			
SRV 2m	Summer Youth Recreational Activities			
SRV 2n	Summer Education Programs			
SRV 2o	Behavior Improvement Programs (attitude, self-esteem, Dress-for-Success, etc.)			
SRV 2p	Mentoring			
SRV 2q	Leadership Training			
SRV 2r-z	Adult Education Programs (SRV 2r-z)			
SRV 2r	Adult Literacy Classes			
SRV 2s	English Language Classes			
SRV 2t	Basic Education Classes			
SRV 2u	High School Equivalency Classes			
SRV 2v	Leadership Training			
SRV 2w	Parenting Supports (may be a part of the early childhood programs identified above)			
SRV 2x	Applied Technology Classes			
SRV 2y	Post-Secondary Education Preparation			
SRV 2z	Financial Literacy Education			
SRV 2aa	Post-Secondary Education Supports (SRV 2aa)			
SRV 2ab	College applications, text books, computers, etc.			
SRV 2bb	Financial Aid Assistance (SRV 2bb)			
SRV 2bb	Scholarships			
SRV 2cc	Home Visits (SRV 2cc)			
SRV 2cc	Home Visits			
SRV 3a-g	Income and Asset Building Services (SRV 3a-g)			
		I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 3a	Training and Counseling Services			
SRV 3b	Financial Capability Skills Training			
SRV 3c	Financial Coaching/Counseling			
SRV 3d	Financial Management Programs (including budgeting, credit management, credit repair, credit counseling, etc.)			
SRV 3e	First-time Homebuyer Counseling			
SRV 3f	Foreclosure Prevention Counseling			
SRV 3g	Small Business Start-Up and Development Counseling Sessions/Classes			
SRV 3h-m	Benefit Coordination and Advocacy (SRV 3h-m)			
SRV 3h	Child Support Payments			
SRV 3i	Health Insurance			
SRV 3j	Social Security/SSI Payments			
SRV 3k	Veteran's Benefits			
SRV 3l	TANF Benefits			
SRV 3m	SNAP Benefits			
SRV 3n-s	Asset Building (SRV 3n-s)			
SRV 3n	Saving Accounts/IDAs and other asset building accounts			
SRV 3o	Other financial products (IRA accounts, MyRA, other retirement accounts, etc.)			
SRV 3p	VITA, EITC, or Other Tax Preparation programs			
SRV 3q	Loans And Grants			
SRV 3r	Micro-loans			
SRV 3s	Business incubator/business development loans			

SRV 4a-f	Housing Services (SRV 4a-f)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 4a	Housing Payment Assistance			
SRV 4b	Financial Capability Skill Training			
SRV 4c	Financial Coaching/Counseling			
SRV 4d	Rent Payments (includes Emergency Rent Payments)			
SRV 4e	Deposit Payments			
SRV 4f	Mortgage Payments (includes Emergency Mortgage Payments)			
SRV 4g-i	Eviction Prevention Services (SRV 4g-i)			
SRV 4g	Eviction Counseling			
SRV 4h	Landlord/Tenant Mediations			
SRV 4i	Landlord/Tenant Rights Education			
SRV 4j-m	Utility Payment Assistance (SRV 4j-m)			
SRV 4j	Utility Payments (LIHEAP-includes Emergency Utility Payments)			
SRV 4k	Utility Deposits			
SRV 4l	Utility Arrears Payments			
SRV 4m	Level Billing Assistance			
SRV 4n-q	Housing Placement/Rapid Re-housing (SRV 4n-q)			
SRV 4n	Temporary Housing Placement (includes Emergency Shelters)	200		
SRV 4o	Transitional Housing Placements	125		
SRV 4p	Permanent Housing Placements	15		
SRV 4q	Rental Counseling			
SRV 4r	Housing Maintenance & Improvements (SRV 4r)			
SRV 4r	Home Repairs (e.g. structural, appliance, heating systems, etc.) (Including Emergency Home Repairs)			
SRV 4s-u	Weatherization Services (SRV 4s-u)			
SRV 4s	Independent-living Home Improvements (e.g. ramps, tub and shower grab bars, handicap accessible modifications, etc.)			
SRV 4t	Healthy Homes Services(e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc.)			
SRV 4u	Energy Efficiency Improvements (e.g. insulation, air sealing, furnace repair, etc.)			
SRV 5a-k	Health and Social/Behavioral Development Services (SRV 5a-k)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 5a	Health Services, Screening and Assessments			
SRV 5b	Immunizations			
SRV 5c	Physicals			
SRV 5d	Developmental Delay Screening			
SRV 5e	Vision Screening			
SRV 5f	Prescription Payments			
SRV 5g	Doctor Visit Payments			
SRV 5h	Maternal/Child Health			
SRV 5i	Nursing Care Sessions			
SRV 5j	In-Home Affordable Seniors/Disabled Care Sessions (Nursing, Chores, Personal Care Services)			
SRV 5k	Health Insurance Options Counseling			

SRV 5a	Reproductive Health Services (SRV 5a)			
SRV 5a	Coaching Sessions			
SRV 5a	Family Planning Classes			
SRV 5a	Contraceptives			
SRV 5a	STI/HIV Prevention Counseling Sessions			
SRV 5a	STI/HIV Screenings			
SRV 5a-f	Wellness Education (SRV 5a-f)			
SRV 5a	Wellness Classes (stress reduction, medication management, mindfulness, etc.)			
SRV 5a	Exercise/Fitness			
SRV 5a-g	Mental/Behavioral Health (SRV 5a-g)			
SRV 5a	Detoxification Sessions			
SRV 5a	Substance Abuse Screenings			
SRV 5a	Substance Abuse Counseling			
SRV 5a	Mental Health Assessments	75		
SRV 5a	Mental Health Counseling	120		
SRV 5a	Crisis Response/Call-In Responses	50		
SRV 5a	Domestic Violence Programs	175		
SRV 5a-bb	Support Groups (SRV 5a-bb)			
SRV 5a	Substance Abuse Support Group Meetings			
SRV 5a	Domestic Violence Support Group Meetings	150		
SRV 5a	Mental Health Support Group Meeting			
SRV 5a-ff	Dental Services, Screenings and Exams (SRV 5a-ff)			
SRV 5a	Adult Dental Screening/Exams			
SRV 5a	Adult Dental Services (including Emergency Dental Procedures)			
SRV 5a	Child Dental Screenings/Exams			
SRV 5a	Child Dental Services (including Emergency Dental Procedures)			
SRV 5a-h	Nutrition and Foodbanks (SRV 5a-h)			
SRV 5a	Skills Classes (Gardening, Cooking, Nutrition)			
SRV 5a	Community Gardening Activities			
SRV 5a	Incentives (e.g. gift card for food preparation, rewards for participation, etc.)			
SRV 5a	Prepared Meals			
SRV 5a	Food Distribution (Food Bags/Boxes, Food Share Program, Bags of Groceries)			
SRV 5a-ii	Family Skills Development (SRV 5a-ii)			
SRV 5a	Family Mentoring Sessions			
SRV 5a-iii	Life Skills Coaching Sessions			
SRV 5a-iii	Parenting Classes			
SRV 5a-pp	Emergency Hygiene Assistance (SRV 5a-pp)			
SRV 5a	Kits/boxes			
SRV 5a-pp	Hygiene Facility Utilizations (e.g. showers, toilets, sinks)	25		

SRV 6a-f	Civic Engagement and Community Involvement Services (SRV 6a-f)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 6a	Voter Education and Access			
SRV 6b	Leadership Training			
SRV 6c	Tri-partite Board Membership			
SRV 6d	Citizenship Classes			
SRV 6e	Getting Ahead Classes			
SRV 6f	Volunteer Training			
SRV 7a-b	Services Supporting Multiple Domains (SRV 7a-b)	I.) Projected Number of Individuals to be Served (#)	II.) Mid-Year Progress of Individuals Served (#)	III.) Total Unduplicated Number Served (#)
SRV 7a	Case Management			
SRV 7b	Case Management	500		
SRV 7c	Eligibility Determinations (SRV 7c)			
SRV 7d	Eligibility Determinations			
SRV 7d	Referrals (SRV 7d)			
SRV 7d	Referrals			
SRV 7e	Transportation Services (SRV 7e)			
SRV 7e	Transportation Services (e.g. bus passes, bus transport, support for auto purchase or repair; including emergency services)			
SRV 7f-g	Childcare (SRV 7f-g)			
SRV 7f	Child Care subsidies			
SRV 7g	Child Care payments			
SRV 7h	Eldercare (SRV 7h)			
SRV 7h	Day Centers			
SRV 7i-k	Identification Documents (SRV 7i-k)			
SRV 7i	Birth Certificate			
SRV 7j	Social Security Card			
SRV 7k	Driver's License			
SRV 7l	Re-Entry Services (SRV 7l)			
SRV 7l	Criminal Record Expungements			
SRV 7m	Immigration Support Services (relocation, food, clothing) (SRV 7m)			
SRV 7m	Immigration Support Services (relocation, food, clothing)			
SRV 7n	Legal Assistance (includes emergency legal assistance) (SRV 7n)			
SRV 7n	Legal Assistance			
SRV 7o	Emergency Clothing Assistance (SRV 7o)			
SRV 7o	Emergency Clothing Assistance			
SRV 7p	Mediation/Customer Advocacy Interventions (debt forgiveness, negotiations or issues with landlords, coordinating with other services or government) (SRV 7p)			
SRV 7p	Mediation/Customer Advocacy Interventions			

All Characteristics Report - Data Entry Form

A. Total unduplicated number of all INDIVIDUALS about whom one or more characteristics were obtained:

B. Total unduplicated number of all HOUSEHOLDS about whom one or more characteristics were obtained:

C. INDIVIDUAL LEVEL CHARACTERISTICS

1. Gender	Number of Individuals
a. Male	
b. Female	
c. Other	
d. Unknown/not reported	
TOTAL (auto calculated)	0

2. Age	Number of Individuals
a. 0-5	
b. 6-13	
c. 14-17	
d. 18-24	
e. 25-44	
f. 45-54	
g. 55-59	
h. 60-64	
i. 65-74	
j. 75+	
k. Unknown/not reported	
TOTAL (auto calculated)	0

3. Education Levels	Number of Individuals	
	[ages 14-24]	[ages 25+]
a. Grades 0-8		
b. Grades 9-12/Non-Graduate		
c. High School Graduate/ Equivalency Diploma		
d. 12 grade + Some Post-Secondary		
e. 2 or 4 years College Graduate		
f. Graduate of other post-secondary school		
g. Unknown/not reported		
TOTAL (auto calculated)	0	0

4. Disconnected Youth	Number of Individuals
a. Youth ages 14-24 who are neither working or in school	

5. Health	Number of Individuals		
	Yes	No	Unknown
a. Disabling Condition			
b. Health Insurance*			

*If an individual reported that they had Health Insurance please identify the source of health insurance below.

Health Insurance Sources

- i. Medicaid
- ii. Medicare
- iii. State Children's Health Insurance Program
- iv. State Health Insurance for Adults
- v. Military Health Care
- vi. Direct-Purchase
- vii. Employment Based
- viii. Unknown/not reported
- TOTAL (auto calculated)**

0

6. Ethnicity/Race	Number of Individuals
I. Ethnicity	
a. Hispanic, Latino or Spanish Origins	
b. Not Hispanic, Latino or Spanish Origins	
c. Unknown/not reported	
TOTAL (auto calculated)	0

II. Race	Number of Individuals
a. American Indian or Alaska Native	
b. Asian	
c. Black or African American	
d. Native Hawaiian and Other Pacific Islander	
e. White	
f. Other	
g. Multi-race (two or more of the above)	
h. Unknown/not reported	
TOTAL (auto calculated)	0

7. Military Status	Number of Individuals
a. Veteran	
b. Active Military	
c. Unknown/not reported	
TOTAL (auto calculated)	0

8. Work Status (Individuals 18+)	Number of Individuals
a. Employed Full-Time	
b. Employed Part-Time	
c. Migrant Seasonal Farm Worker	
d. Unemployed (Short-Term, 6 months or less)	
e. Unemployed (Long-Term, more than 6 months)	
f. Unemployed (Not in Labor Force)	
g. Retired	
h. Unknown/not reported	
TOTAL (auto calculated)	0

D. HOUSEHOLD LEVEL CHARACTERISTICS

15 Non-Cash Benefits	Number of Households
a. SNAP	
b. WIC	
c. LIHEAP	
d. Housing Choice Voucher	
e. Public Housing	
f. Permanent Supportive Housing	
g. HUD-VASH	
h. Childcare Voucher	
i. Affordable Care Act Subsidy	
j. Other	
k. Unknown/not reported	

**The system will add rows to allow reporting on multiple programs.*

FEDERAL POVERTY GUIDELINES & PERCENTAGE BREAK POINTS
Guidelines for 2017

Family Size	50%	75%	100%	125%	150%	200%
1	\$ 6,030*	\$ 9,045*	\$ 12,060*	\$ 15,075*	\$ 18,090*	\$ 24,120*
2	8,120	12,180	16,240	20,300	24,360	32,480
3	10,210	15,315	20,420	25,525	30,630	40,840
4	12,300	18,450	24,600	30,750	36,900	49,200
5	14,390	21,585	28,780	35,975	43,170	57,560
6	16,480	24,720	32,960	41,200	49,440	65,920
7	18,570	27,855	37,140	46,425	55,710	74,280
8	20,660	30,990	41,320	51,650	61,980	82,640
For each additional person add:	2,090	3,135	4,180	5,225	6,270	8,360

*Annual Income

SOURCE: Federal Register by the Department of Health and Human Services (HHS)



MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES

Helping People Changing Lives.

WORKING TOGETHER FOR OUR COMMUNITY

MEMORANDUM

TO: Monterey County Community Action Contractors
FROM: Monterey County Community Action Partnership
SUBJECT: Child Support Referral Policy

The federal CSBG Act requires all Community Action Agencies (CAAs) during each fiscal year to:

- Inform custodial parents in single-parent families that participate in CSBG-funded programs, activities, or services about the availability of child support services; and
- Refer eligible parents to the child support offices of state and local governments.

42 U.S.C. § 9919(b).

To ensure that the CSBG statute regarding child support referral procedures is being implemented within all CSBG supported programs, Monterey County Community Action Partnership subcontractors must include this procedure during intake processes. During the client's initial intake, the client is asked if he or she is the custodial parent in a single-parent family. If this status is confirmed, then the caseworker/intake worker will:

- Inform the custodial parent about the availability of child support services.
- Refer the custodial parent to the Monterey County Department of Child Support Services.
- Have available for all clients the Child Support Referral Notice and Application for Child Support Services form.

Staff should not act in a manner to be interpreted as giving legal advice but should assure that custodial parents in single-parent families are referred to the Monterey County Department of Child Support Services.

Child Support Referral Notice

Are you a single parent who has custody of a child under the age of 18?

If you are, you may be eligible for help from the Monterey County Department of Child Support Services with obtaining child support from the father or mother of your child.

What types of services would the Monterey County Department of Child Support Services provide?

Some of the services the Monterey County Department of Child Support Services provides to eligible parents include:

- Locating a parent
- Arranging for paternity testing
- Establishing a support order
- Enforcing a support order

How do I find out more?

We can provide you with information from the Monterey County Department of Child Support Services which explains the services and eligibility requirements and includes a copy of the application to be submitted to the Monterey County Department of Child Support Services. **For more information contact the Monterey County Department of Child Support Services directly at:**

Email: mcdcss@co.monterey.ca.us

Call: (866) 901-3212

Fax: (831) 755-3273

TDD: (831) 769-9306

Hours & Location

Business Hours

7 am - 6:30 pm, Monday - Friday

Address

*Monterey County
Department of Child Support Services
P.O. Box 2059, Salinas, CA 93902
752 La Guardia St., Salinas, CA 93905*



MONTEREY COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

YOUR INFORMATION

00



LAST NAME	FIRST NAME	MIDDLE NAME	DATE OF BIRTH	SEX
-----------	------------	-------------	---------------	-----

CURRENT / LAST KNOWN ADDRESS - number & street, city, state, zip

CONTACT INFORMATION	HOME PHONE #	MESSAGE / CELL #	E-MAIL ADDRESS
SOCIAL SECURITY NUMBER		COURT DOCKET NUMBER	

THE OTHER PARENT

LAST NAME	FIRST NAME	MIDDLE NAME	DATE OF BIRTH	SEX
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LAST KNOWN ADDRESS - number & street, city, state, zip

CONTACT INFORMATION	HOME PHONE #	MESSAGE / CELL #	E-MAIL ADDRESS
---------------------	--------------	------------------	----------------

DESCRIPTION				RACE					
hair color	eye color	height	weight	White	Black	Native American	Hispanic	Asian	Other (please list)
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

PRESENT OR LAST KNOWN EMPLOYER - name of company, address, city & state, zip, phone number

SOCIAL SECURITY NUMBER	DRIVER'S LICENSE NUMBER
------------------------	-------------------------

CHILDREN

Name of Child(ren)	Date of Birth	Social Security Number

DOMESTIC VIOLENCE

☐ Check this box if YOU WOULD FEAR FOR YOUR SAFETY or THE SAFETY OF YOUR CHILDREN if your address and telephone number were disclosed to the other party in this case.

THIS FORM CONSTITUTES AN APPLICATION FOR SERVICES. Beginning on October 1, 2011, the annual \$25 fee will be assessed for each case in which the family has never received welfare benefits and the custodial party has received \$500 or more in support payments during the prior federal fiscal year, (October 1 – September 30). The fee will be collected from the custodial party's next payment (s), until the \$25 is paid in full. The fee will be assessed annually in October on cases meeting these criteria.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

SIGNATURE OF: ☐ CUSTODIAL PARENT
☐ NON-CUSTODIAL PARENT

DATE

page 2 of form

RETURN COMPLETED FORM TO: Monterey County Department of Child Support Services PO Box 2059 Salinas, CA 93902.



FAMILY VIOLENCE QUESTIONNAIRE

DEPARTMENT OF CHILD SUPPORT SERVICES

DCSS 0048 (02/02/09) 3

INSTRUCTIONS: If you do not complete and return this form to us, the Department of Child Support Services, or the federal government, may give information about your case to courts, child support agencies, and possibly to the child(ren)'s other parent or party.

Your name: _____

Case number: _____

Other party's name: _____

SECTION I: Check the appropriate box for each of the questions.

1. Have you or the child(ren) in this case ever been a victim of family violence or child abuse committed by the other party in this child support case? ☐ Yes ☐ No
2. Do you have a restraining order, emergency protective order or stay away order against the other party in this child support case? If yes, please attach a copy of this order and provide the following information: ☐ Yes ☐ No
 County/State: _____ Order/Docket Number: _____ Expiration Date: _____
3. If you or the child(ren) in this case receive public assistance, do you want the welfare department to review this case to determine eligibility to close this support case because of the increased risk of physical, sexual, or emotional harm to you or the child(ren) in this case, by the other party? This is called having "good cause" to close the support case. ☐ Yes ☐ No

SECTION II: You MUST complete this section if you answered "Yes" to any item in SECTION I.

Please provide detailed family violence information including dates, times, places, and witnesses. (Attach additional page if needed).

SECTION III: If appropriate please check the box below, sign, and date.

- ☐ Giving out my address or other information identifying my location could be harmful to me or the child(ren) in this case. I am requesting that my address or other identifying information not be given to the other party in this case. This request will stay in effect until I let the local child support agency know in writing that they may now give out my information, and the local child support agency tells me that they have received my request. I understand that under federal law, an authorized person may make a written request to the court that has jurisdiction to make or enforce child support or visitation determinations, for release of my information. The local child support agency will let me know in writing if the court orders the release of any information on my case.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINT NAME _____

SIGNATURE _____

DATE _____

PRIVACY NOTICE

The Information Practices Act of 1997 (Civil Code §1798.17) and the Federal Privacy Act of 1974 (Title 5, United States Code §552a(e)(3), §7 Note) require that this notice be provided when collecting personal information from individuals. Information requested on this form is used by the Department of Child Support Services and local child support agencies for the purpose of safeguarding information from disclosure in domestic and/or child abuse situations. The information you provide may be given to the federal government, and other public agencies to the extent required by law. Failure to provide this information will limit the DCSS' ability to safeguard your information.

The agency official responsible for maintenance of the form is: DCSS Records Officer, PO Box 419064, MS-110, Rancho Cordova, CA 95741, fax number (916) 464-5069. Legal references authorizing solicitation and maintenance of this personal information include Title 22 California Code of Regulations §§112110(h), 112300, 112301 and 112302, as well as Family Code §17212. Copies of this form are maintained in confidential files of the Department of Child Support Services or local child support agencies for 4 years and 4 months after the closure of your child support case. You have the right of access to this form upon request by faxing (916) 464-5069.

If you have any questions or concerns regarding this notice, please call us at 1-866-901-3212.



Community Action Partnership Partner Agency Evaluation Form



The Monterey County Community Action Partnership collaborates with several agencies throughout our community to provide vital services to low income individuals and families in need of support.

Community Homeless Solutions is one of these partner agencies and your feedback will help ensure focused, quality services continue to be provided with excellent customer service and community impact.

	Strongly Disagree	Disagree	Agree	Strongly Agree	Not Sure or N/A
1. This agency provides the service(s) I was seeking					
2. I received the service(s) I was seeking					
3. The staff provided excellent customer service					
4. Overall, I was satisfied with my experience					
5. I would recommend this agency to others					

6. Would you like to comment on any of your responses above?

7. What could this agency do differently to provide better support/services?

8. Other comments?

Please return this survey in the enclosed postage-paid envelope or by sending it to:
Attn: Monterey County Community Action Partnership
1000 S. Main St, Ste 301
Salinas, CA 93901

AGENCY: _____ PROGRAM: _____ DATE: _____

SECTION 1: CONTRACT COMPLIANCE AND PROGRAM ADMINISTRATION

Community Action program staff will review these materials and document contractor's compliance.

SECTION 1A - CONTRACTOR WILL BE REQUIRED TO PROVIDE THE FOLLOWING FOR REVIEW AT THE SITE VISIT:

<input type="checkbox"/>	Agenda	
<input type="checkbox"/>	Minutes	
<input type="checkbox"/>	Bylaws	
<input type="checkbox"/>	Board Roster	
<input type="checkbox"/>	Organizational Chart	
<input type="checkbox"/>	Policies & Procedures Manual	
<input type="checkbox"/>	Personnel Handbook	
<input type="checkbox"/>	Written Disaster Plan	
<input type="checkbox"/>	Recruitment Materials	
<input type="checkbox"/>	Volunteer Recruitment & Training Materials	
<input type="checkbox"/>	Agency Bilingual Capacity	

COUNTY USE ONLY

SECTION 1B - CAP STAFF WILL REVIEW THREE (3) PROGRAM CASE FILES. REVIEW WILL INCLUDE INCOME DOCUMENTATION, EITC INFORMATION AND REFERRAL, CHILD SUPPORT REFERRAL, AND OTHER REFERRALS AND CASE MANAGEMENT PROVIDED.

1.	<input type="checkbox"/> Income Documentation	<input type="checkbox"/> EITC I&R	<input type="checkbox"/> Child Support Referral (If appropriate)	Other Referrals Made:
2.	<input type="checkbox"/> Income Documentation	<input type="checkbox"/> EITC I&R	<input type="checkbox"/> Child Support Referral (If appropriate)	Other Referrals Made:
3.	<input type="checkbox"/> Income Documentation	<input type="checkbox"/> EITC I&R	<input type="checkbox"/> Child Support Referral (If appropriate)	Other Referrals Made:

COUNTY USE ONLY

SECTION 1C - CAP STAFF WILL REVIEW THREE (3) NPI DATA ELEMENTS. REVIEW WILL MATCH PROJECTIONS AND DATA REPORTED BACK TO CASE DOCUMENTATION THAT SUPPORTS THE INFORMATION PROVIDED. A CLIENT SAMPLE WILL BE TAKEN TO REVIEW CASE DOCUMENTATION VERIFYING COMPLETION OF THE INDICATOR.

Review of NPI:	
Case Sample Name: <input type="checkbox"/> Data matches total number reported Notes:	Agency Data Provided: <input type="checkbox"/> Case sample accurately documented achievement of indicator <input type="checkbox"/> Income requirement documented
Review of NPI:	
Case Sample Name: <input type="checkbox"/> Data matches total number reported Notes:	Agency Data Provided: <input type="checkbox"/> Case sample accurately documented achievement of indicator <input type="checkbox"/> Income requirement documented
Review of NPI:	
Case Sample Name: <input type="checkbox"/> Data matches total number reported Notes:	Agency Data Provided: <input type="checkbox"/> Case sample accurately documented achievement of indicator <input type="checkbox"/> Income requirement documented

COUNTY USE ONLY

SECTION 1D – PARTICIPATION: REVIEW CONTRACTOR’S PARTICIPATION IN COMMUNITY ACTION ACTIVITIES, TASKS, AND MEETINGS.

<input type="checkbox"/>	CCC Meetings	Attended	out of	meetings	Contract Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Participation Score:
Comments:						
<input type="checkbox"/>	Commission Meetings	Attended	out of	meetings	Contract Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Participation Score:
Comments:						
<input type="checkbox"/>	CAP Events	Attended	out of	events	Contract Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Participation Score:
Comments:						
<input type="checkbox"/>	Customer Evaluations	Received	out of	requested	Contract Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Participation Score:
Comments:						
<input type="checkbox"/>	CAP Mid-Year Report	Date Received:	Date Due:		Contract Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Participation Score:
Comments:						
<input type="checkbox"/>	CAP Invoice Submission	# Received On time:	# Received Late:		Contract Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Participation Score:
Comments:						
Total Participation Score:						

Score:

- 1 = low/no participation or several unexcused late submissions
- 2 = minimal participation or some unexcused late submissions
- 3 = moderate participation or timely submissions with few excused late submissions
- 4 = high participation or timely submissions with very few excused late submissions
- 5 = consistent high participation or consistently timely submissions with no late submissions

COUNTY USE ONLY

SECTION 1E – OUTREACH METHODS: REVIEW METHODS OF OUTREACH UTILIZED AND VERIFY CONTRACTOR’S USE OF COMMUNITY ACTION LOGO ON OUTREACH MATERIALS.

OUTREACH METHOD	UTILIZED	CAP LOGO
Standard Press Release	<input type="checkbox"/>	<input type="checkbox"/>
Radio/TV Public Service Announcements	<input type="checkbox"/>	<input type="checkbox"/>
Inter-Program Referral	<input type="checkbox"/>	<input type="checkbox"/>
Newsletters	<input type="checkbox"/>	<input type="checkbox"/>
Social Media (Facebook, Twitter, etc)	<input type="checkbox"/>	<input type="checkbox"/>
Other: _____	<input type="checkbox"/>	<input type="checkbox"/>

COUNTY USE ONLY

SECTION 2: BUDGET AND FISCAL REQUIREMENTS

MCDSS Fiscal Staff will review these materials and document contractor's compliance.

SECTION 2A: OVERVIEW OF PRIOR MONITORING FOR FISCAL RECOMMENDATIONS, CORRECTIVE ACTION PLANS, AND RESOLUTION

EVALUATION QUESTION		AGENCY COMMENTS	TYPICAL DOCUMENTATION	COUNTY USE ONLY
1. What is the date of the last audit the Agency has submitted to the County?			Contract guidelines, agency audit	
2. Are there any <u>prior</u> audit findings that apply to this program? Was a corrective action plan completed and resolved?			Audit and corrective action plan (attach details) Review any issues identified by the County	
3. Are there any fiscal recommendations from a prior monitoring? If so, have they been resolved?			Prior monitoring on file	

MONTEREY COUNTY CAP CONTRACTOR MONITORING TOOL

Exhibit A-5

SECTION 2B: FINANCIAL REPORTING: THE AGENCY SHALL ESTABLISH AND MAINTAIN A FINANCIAL REPORTING SYSTEM THAT REFLECTS ACCURATE, CURRENT, AND COMPLETE DISCLOSURE OF FINANCIAL ACTIVITIES. (COMMON RULE SECTION 20(b1) STANDARDS FOR FINANCIAL MGMT. SYSTEMS)

EVALUATION QUESTION		COUNTY USE ONLY	
		TYPICAL DOCUMENTATION	COUNTY FEEDBACK
4. Are invoices submitted in accordance with the contract? Were they accurate?		County invoice control log	
5. What financial records are used to create the monthly billing? Are they adequate? Trace one month's billing back to the records identified.		Month reviewed: _____ Invoice, time sheets, general ledger, back-up for expenses, etc.	
6. Are the Agency files clear and concise, having back-up filed with the reports submitted?		Agency's File	
7. Does the Agency quickly reconcile any corrections? If corrections are returned by hard-copy, are they corrected so that they do not keep recurring in the Year-to-Date?		Revised invoices	

SECTION 2C: BUDGET CONTROL: THE AGENCY SHALL MAINTAIN A SYSTEM THAT COMPARES ACTUAL EXPENDITURES WITH BUDGETED AMOUNTS FOR EACH CONTRACT OR SUBCONTRACT. (COMMON RULE SECTION 20(b4) STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS)

EVALUATION QUESTION		COUNTY USE ONLY	
AGENCY COMMENTS		TYPICAL DOCUMENTATION	COUNTY FEEDBACK
8. Is the budget reasonable in comparison to what is being invoiced?		Contract budget, invoices submitted	
9. Does the Agency have a process to compare actual expenditures to budgeted amounts for each grant award by funding source?			
10. Is the budget information shared with program managers (or other staff with spending authority)?			

SECTION 2D: ALLOWABLE COSTS: THE AGENCY SHALL ESTABLISH A SYSTEM THAT USES APPLICABLE OMB COST PRINCIPLES, AGENCY PROGRAM REGULATIONS, AND THE TERMS OF SUB-GRANT AWARDS IN DETERMINING THE REASONABLENESS, PERMISSIBLE, AND ACCEPTABLE COSTS. (COMMON RULE SECTION 20(b5) STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS). (FOR THE COSTS OF STATE, LOCAL, OR NATIVE AMERICAN TRIBAL GOVERNMENT, USE THE PRINCIPLES IN OMB CIRCULAR A-87. FOR THE COSTS OF A PRIVATE NONPROFIT ORGANIZATION OTHER THAN AN INSTITUTION OF HIGHER EDUCATION OR HOSPITAL, USE THE PRINCIPLES IN OMB CIRCULAR A122)

EVALUATION QUESTION		COUNTY USE ONLY	
		TYPICAL DOCUMENTATION	COUNTY FEEDBACK
11. Determine how the Agency ensures contract funds are used only for allowable expenditures necessary for activities of the grant program. Do individuals (authorized to approve purchases) review for acceptable and budget authority/capacity?			
12. Does the Agency allocate costs? 1. Is there a written cost allocation plan? 2. Obtain and review for any approvals and reasonableness.		Cost Allocation Plan	
13. Does the Agency record actual staff time worked (by program)?		Monthly timesheets for staff working on program.	

COUNTY USE ONLY	
EVALUATION QUESTION	TYPICAL DOCUMENTATION
14. Does the Agency maintain records that document in-kind contributions and volunteer services reported for each grant program? Do such records identify how the value used for in-kind contributions was determined and is it reasonable?	Balance sheet, audits, budget

SECTION 2E: INTERNAL CONTROL: THE AGENCY MUST MAINTAIN EFFECTIVE CONTROL AND ACCOUNTABILITY FOR ALL CASH PROPERTY AND OTHER ASSETS. THE AGENCY MUST ADEQUATELY SAFEGUARD ALL SUCH PROPERTY AND MUST ASSURE THAT IT IS USED SOLELY FOR AUTHORIZED PURPOSES. (COMMON RULE SECTION 20(b3) STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS.)

COUNTY USE ONLY		COUNTY FEEDBACK	
EVALUATION QUESTION	AGENCY COMMENTS	TYPICAL DOCUMENTATION	
15. Did the last Agency audit identify any weaknesses or reportable conditions? If so, identify what they were and the status. Was the audit qualified?		Agency's Audit, CPA's management letter	
16. Perform an internal control review of the following: 1. Are there clearly assigned duties and responsibilities for the fiscal employees? 2. Are accounting procedures and fiscal processes documented in an accounting and/or desk manual? 3. Is there adequate segregation of responsibilities in the		Agency's Audit, CPA's management letter	

EVALUATION QUESTION	COUNTY USE ONLY	
	TYPICAL DOCUMENTATION	COUNTY FEEDBACK
check preparation and approval functions? 4. Are checks submitted for authorization and signature accompanied by a requisition and invoice? 5. Are blanks checks properly safe-guarded? How? 6. Are accounts payable checks written to staff? Under what circumstances?		

SECTION 2F: PROPERTY MANAGEMENT: THE AGENCY MUST MAINTAIN EFFECTIVE CONTROL AND ACCOUNTABILITY FOR ALL REAL AND PERSONAL PROPERTY AND OTHER ASSETS. THE AGENCY MUST ADEQUATELY SAFEGUARD ALL SUCH PROPERTY AND MUST ASSURE THAT IT IS USED SOLELY FOR AUTHORIZED PURPOSES. (COMMON RULE SECTION 20(b3) STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS)

EVALUATION QUESTION		COUNTY USE ONLY	
AGENCY COMMENTS		TYPICAL DOCUMENTATION	COUNTY FEEDBACK
17. Do property records include the following: a. A description of the property b. Acquisition date and cost c. Location, use, and condition d. Fund source for the acquisition e. Manufacturer's serial number		Review this section only if equipment was purchased with grant or program income related funds.	
18. Is a periodic physical inventory performed? How often? Is the last physical inventory documented?			
19. Does the grant provide equipment? If so, compare Agency and DSES equipment listings. Are there variances?		County and Agency Equipment Listings, if applicable	

MONTEREY COUNTY CAP CONTRACTOR MONITORING TOOL

Exhibit A-5

COUNTY USE ONLY		COUNTY FEEDBACK	
EVALUATION QUESTION	AGENCY COMMENTS	TYPICAL DOCUMENTATION	
20. What is the Agency's process for disposition of property no longer in use? Does the Agency retain information on the disposed equipment?		If yes, request the following: Request to Dispose of Property, proceeds from distribution, disposition of proceeds	*Remind Agency of County/State policy on grant purchased equipment
21. Is there a written policy for handling shortages or damaged property? If so, did they follow their policy the last time they conducted a physical inventory?			
22. Was an Equipment Report for items purchased by contract funds provided with the final invoice? What is the date of the last Equipment Report submitted?		If Agency is required to match grant funds, equipment purchased with matching funds would have to be included.	

SECTION 2G: ACCOUNTING RECORDS: THE AGENCY SHALL MAINTAIN ACCOUNTING RECORDS WHICH ADEQUATELY IDENTIFY THE SOURCE AND APPLICATION OF FUNDS. THESE RECORDS MUST CONTAIN INFORMATION PERTAINING TO GRANT AWARDS, OBLIGATION BALANCES, ASSETS, LIABILITIES, EXPENDITURES, AND INCOME.
(COMMON RULE SECTION 20(b2) STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS)

EVALUATION QUESTION		COUNTY USE ONLY	
AGENCY COMMENTS		TYPICAL DOCUMENTATION	COUNTY FEEDBACK
23. Does the Agency's accounting system maintain separate cost centers for each grant program?		Accounting system generated report	
24. Does the Agency have a records retention policy that is in accordance with contract and federal grant requirements?			

SECTION 2H: PROGRAM INCOME: THE AGENCY SHALL ESTABLISH PROCEDURES FOR PROPER DOCUMENTATION OF PROGRAM INCOME.
(COMMON RULE SECTION 20(b7) STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS)

EVALUATION QUESTION		AGENCY COMMENTS		COUNTY USE ONLY	
				TYPICAL DOCUMENTATION	COUNTY FEEDBACK
25. Are there adequate controls in place for the counting, handling, depositing and recording of program income?					
26. Are procedures adequate to provide confidentiality over donations made by program participants?					
27. Does management compare actual program income received to expectations and follow up on any variances?					

Additional Comments:

EXHIBIT B

MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices 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. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D**.

1.02 Final Invoice; forfeiture for late invoice: CONTRACTOR's final month and end of fiscal year invoice is due, and must be received by COUNTY, no later than close of business on January 10th, 2019. If the Final Invoice is not received by COUNTY by close of business on January 10th, 2019, CONTRACTOR understands and agrees that the reimbursement of CONTRACTOR's final expenses represented by that invoice may be forfeited, and COUNTY shall have no legal obligation regarding it, nor shall COUNTY be required to make any payment towards that untimely/late invoiced claim.

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

1.04 Cost Control: CONTRACTOR shall not exceed by more than twenty (20) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this contract. Therefore, an increase in one line item will require corresponding decreases in other line items.

1.05 Payment in Full:

(a) If COUNTY certifies and pays the amount requested by CONTRACTOR, such payment shall be deemed payment in full for the month in question and may not thereafter be reviewed or modified, except to permit COUNTY's recovery of overpayments.

(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

EXHIBIT B

deemed payment in full for the month in question and may not thereafter be questioned by CONTRACTOR.

1.06 Disputed payment amount: If COUNTY pays a lesser amount than the amount requested, and if CONTRACTOR submits a written notice of protest to COUNTY within twenty (20) days after CONTRACTOR's receipt of the certification, then the parties shall promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such dispute until the parties have met and attempted to resolve the dispute in person.

II. PERFORMANCE STANDARDS & COMPLIANCE

2.01 Outcome objectives and performance standards: CONTRACTOR shall for the entire term of this Agreement provide the service outcomes set forth in **Exhibit 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.

EXHIBIT B

- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

2.06 Training for Staff: CONTRACTOR shall insure that sufficient training is provided to its volunteer and paid staff to enable them to perform effectively on the project, and to increase their existing level of skills. Additionally, CONTRACTOR shall ensure that all staff completes Division 21 Civil Rights training.

2.07 Bi-lingual Services: CONTRACTOR shall ensure that qualified staff is available to accommodate non-English speaking, and limited English proficient, individuals.

2.08 Assurance of drug free-workplace: CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, Government Code sections 8350 et seq., by doing the following:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
 - Establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the organization's policy of maintaining a drug-free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance 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

EXHIBIT B

CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

IV. NON-DISCRIMINATION

CONTRACTOR certifies that to the best of its ability and knowledge it will comply with the nondiscrimination program requirements set forth in this Section.

4.01 Discrimination Defined: The term "discrimination" as used in this contract, is the same term that is used in Monterey County Code, Chapter 2.80 "Procedures for Investigation and Resolution of Discrimination Complaints"; it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or other discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, national origin, ancestry, religious creed, sex, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

4.02 Application of Monterey COUNTY Code Chapter 2.80: The provisions of Monterey COUNTY Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. Complaints of discrimination made by CONTRACTOR against the COUNTY, or by recipients of services against CONTRACTOR, may be pursued using the procedures established by Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for the prompt and fair resolution of discrimination complaints made against CONTRACTOR by its own employees and agents, and shall provide a copy of such procedures to COUNTY on demand by COUNTY.

4.03 Compliance with laws: During the performance of this Agreement, CONTRACTOR shall comply with all applicable federal, state and local laws and regulations which prohibit discrimination, including but not limited to the following:

- **California Fair Employment and Housing Act**, California Government Code Sec. 12900 et seq., see especially Section 12940 (c), (h), (1), (i), and (j); and the administrative regulations issued thereunder, 2 Calif. Code of Regulations Secs. 7285.0 et seq. (Division 4 - Fair Employment and Housing Commission);
- **California Government Code Secs. 11135 - 11139.5**, as amended (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.

EXHIBIT B

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

4.04 Written assurances: Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

EXHIBIT B

4.05 Written non-discrimination policy: Contractor shall maintain a written statement of its non-discrimination policies which shall be consistent with the terms of this Agreement. Such statement shall be available to employees, recipients of services, and members of the public, upon request.

4.06 Grievance Information: CONTRACTOR shall advise applicants who are denied CONTRACTOR's services, and recipients who do receive services, of their right to present grievances, and of their right to a State hearing concerning services received under this Agreement.

4.07 Notice to Labor Unions: CONTRACTOR shall give written notice of its obligations under paragraphs 4.01 - 4.08 to labor organizations with which it has a collective bargaining or other agreement.

4.08 Access to records by government agencies: CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing, and any state agency providing funds for this Agreement, upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these non-discrimination provisions.

4.09 Binding on Subcontractors: The provisions of paragraphs 4.01 - 4.08 shall also apply to all of CONTRACTOR's subcontractors. CONTRACTOR shall include the 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 Reyes Bonilla 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 Services as its Contract Administrator for this Agreement. All matters concerning this Agreement which are within the responsibility of COUNTY shall be under the direction of, or shall be submitted to, the Director or such other COUNTY employee in the Department of Social Services as the Director may appoint. COUNTY may, in its sole discretion, change its designation of the Contract Administrator, and shall promptly give written notice to CONTRACTOR of any such change.

EXHIBIT B

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 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 DSS Contact/Program Analyst. If the problem is not resolved, CONTRACTOR must, within fifteen (15) working days of the failed attempt to resolve the dispute with DSS Contact/Program Analyst, submit a written complaint, together with any evidence, to the DSS Branch Deputy Director. The complaint must include a description of the disputed issues, the legal authority/basis for each issue which supports CONTRACTOR's position, and the remedy sought. The Branch Deputy Director shall, within fifteen (15) working days after receipt of CONTRACTOR's written complaint, make a determination on the dispute, and issue a written decision and reasons therefore. All written communication shall be pursuant to Section 14. NOTICES of this Agreement. Should CONTRACTOR disagree with the decision of the Division Deputy Director, CONTRACTOR may appeal the decision to the Director of the Department of Social Services.

B. CONTRACTOR's appeal of the Branch Deputy Director's decision must be submitted to the Department Director within ten (10) working days from the date of the decision; be in writing, state the reasons why the decision is unacceptable, and include the original complaint, the decision that is the subject of appeal, and all supporting documents. Within twenty (20) working days from the date of CONTRACTOR'S appeal, the Department Director, or his/her designee, shall meet with CONTRACTOR to review the issues raised on appeal. The Department Director shall issue a final written decision within fifteen (15) working days of such meeting.

C. CONTRACTOR may appeal the final decision of the Department Director in accordance with the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5 commencing with Section 251, or Subchapter 3 commencing with Section 300, whichever is applicable, of the California Code of Regulations).

D. CONTRACTOR shall continue to carry out the obligations under this Agreement during any dispute.

E. Costs incurred by CONTRACTOR for administrative/court review are not reimbursable by COUNTY.

January 1, 2018 - December 31, 2018

Agency Name Community Homeless Solutions

Expense Categories	Violence Prevention/Intervention \$95,115.00	Services for Homeless \$67,500.00	Total Budget \$162,615.00
Salaries	\$ 78,600.00	\$ 44,500.00	\$ 123,100.00
Benefits	\$ 2,930.00	\$ 4,350.00	\$ 7,280.00
Payroll Taxes	\$ 5,716.00	\$ 8,700.00	\$ 14,416.00
Utilities	\$ 1,000.00	\$ 4,045.00	\$ 5,045.00
Indirect Costs	\$ 6,869.00	\$ 5,905.00	\$ 12,774.00
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -
Program Total	\$ 95,115.00	\$ 67,500.00	\$ 162,615.00

Budget Narrative

Expense Category	Line Item narrative
Salaries	Executive Director- \$43 x 375 FTE= \$33,540; Finance Manager- \$36 x 25 FTE= \$18,720; Program Assistant; \$17 x 125 FTE= \$4,420; Shelter Manager- \$25 x 125 FTE= \$6,500; DV Advocates- \$15 x 1.875 FTE's= \$59,920
Benefits	10% of Salaries.
Payroll Taxes	20% of Salaries.
Utilities	\$420.41 x 12 months.
Indirect Costs	10% of overhead and operations.

Funding Source: CalWORKS/Domestic Violence (CFDA #93.558) = \$10,115
Domestic Violence Trust Fund (Local Revenue) = \$85,000
Homeless Funds (Local Revenue) = \$67,500

Exhibit D

Remit To:
Community Homeless Solutions
PO Box 1340 Marina, CA 93933

solutions
at 2000

Expense Categories	Total Budget	Violence Prevention/Intervention (CAP)	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Salaries	\$ 78,600.00	\$ -	\$0.00	\$0.00	\$ 78,600.00
Benefits	\$ 2,830.00	\$ -	\$0.00	\$0.00	\$ 2,830.00
Payroll Taxes	\$ 5,716.00	\$ -	\$0.00	\$0.00	\$ 5,716.00
Utilities	\$ 1,000.00	\$ -	\$0.00	\$0.00	\$ 1,000.00
Indirect Costs	\$ 6,869.00	\$ -	\$0.00	\$0.00	\$ 6,869.00
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
Service Total	\$ 95,115	\$ -	\$0.00	\$0.00	\$ 95,115.00
Total Service Budget	\$ 95,115.00	\$ 95,115.00			
Year to Date	\$ -	\$ -			
Balance Remaining	\$ 95,115.00	\$ 95,115.00			

Expense Categories	Total Budget	Services for Homeless (CAP)	Total Monthly Expenses	Year to Date Expenses	Balance Remaining
Salaries	\$ 44,500.00	\$ -	\$0.00	\$0.00	\$ 44,500.00
Benefits	\$ 4,350.00	\$ -	\$0.00	\$0.00	\$ 4,350.00
Payroll Taxes	\$ 8,700.00	\$ -	\$0.00	\$0.00	\$ 8,700.00
Utilities	\$ 4,045.00	\$ -	\$0.00	\$0.00	\$ 4,045.00
Indirect Costs	\$ 5,905.00	\$ -	\$0.00	\$0.00	\$ 5,905.00
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
	\$ -	\$ -	\$0.00	\$0.00	\$ -
Service Total	\$ 67,500	\$ -	\$0.00	\$0.00	\$ -
Total Service Budget		\$ 67,500.00	\$0.00	\$0.00	\$ 67,500.00
Year to Date		\$ -			
Balance Remaining		\$ 67,500.00			

Complete Total	\$	162,615	\$	"	\$0.00	\$	162,615.00
Total Budget			\$	162,615.00			
Year to Date			\$	"			
Balance Remaining			\$	162,615.00			

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

Authorizing Signature / Date

Monterey County Authorized Signature / Date

**CHILD ABUSE & NEGLECT REPORTING
CERTIFICATION**

Community Homeless Solutions

CONTRACTOR 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

11-22-17
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.

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

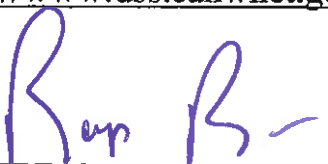
Community Homeless Solutions

CONTRACTOR 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
1 (800) 510-2020

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.**

EXHIBIT G

Health Insurance Portability & Accountability Act (HIPAA) Certification

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, CONTRACTOR and COUNTY have entered into an Agreement ("the Agreement") to which this Certification is an attachment whereby CONTRACTOR will provide certain services to COUNTY; and

WHEREAS, CONTRACTOR may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under the underlying Agreement.

THEREFORE, in consideration of the Parties' continuing obligations under the Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CONTRACTOR agrees to the provisions of this Certification and of the HIPAA Privacy Rule and to protect the interests of COUNTY.

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 Certification and mandatory provisions of the HIPAA Privacy Rule, as amended, the HIPAA Privacy Rule shall control. Where provisions of this Certification are different than those mandated in the HIPAA Privacy Rule, but are nonetheless permitted by the HIPAA Privacy Rule, the provisions of this Certification 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.

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

II. CONFIDENTIALITY REQUIREMENTS

- (a) CONTRACTOR 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 COUNTY is required to disclose such information, or as otherwise permitted under this Certification, or the underlying Agreement (if consistent with this Certification 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 COUNTY; and
 - (ii) at termination of the Agreement, (or any similar documentation of the business relationship of the Parties), or upon request of COUNTY, whichever occurs first, if feasible CONTRACTOR will return or destroy all Protected Health Information received from or created or received by CONTRACTOR on behalf of COUNTY that CONTRACTOR still maintains in any form, and retain no copies of such information, or if such return or destruction is not feasible, CONTRACTOR 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(s), to whom it provides Protected Health Information received from or created by CONTRACTOR on behalf of COUNTY, agrees to the same restrictions and conditions that apply to CONTRACTOR with respect to such information. In addition, CONTRACTOR agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause CONTRACTOR to breach the terms of the Agreement.
- (b) Notwithstanding the prohibitions set forth in this Certification or the Agreement, CONTRACTOR may use and disclose Protected Health Information as follows:
- (i) if necessary, for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, provided that as to any such disclosure, the following requirements are met:
 - (A) the disclosure is required by law; or
 - (B) CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR for the health care operations of COUNTY pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Certification and the Agreement, data aggregation services means the combining of Protected Health Information by CONTRACTOR with the protected health information received by CONTRACTOR in its capacity as CONTRACTOR of another COUNTY, to permit data analyses that relate to the health care operations of the respective covered entities.

EXHIBIT G

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

III. AVAILABILITY OF PHI

CONTRACTOR agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Privacy Rule. CONTRACTOR 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, CONTRACTOR 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 Certification or the Agreement to the contrary, COUNTY shall have the right to terminate the Agreement immediately if COUNTY determines that CONTRACTOR has violated any material term of this Certification and/or the Agreement. If COUNTY reasonably believes that CONTRACTOR will violate a material term of this Certification and/or the Agreement and, where practicable, COUNTY gives written notice to CONTRACTOR of such belief within a reasonable time after forming such belief, and CONTRACTOR fails to provide adequate written assurances to COUNTY that it will not breach the cited term of this Certification and/or the Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then COUNTY shall have the right to terminate the Agreement immediately.

V. MISCELLANEOUS

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

The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement, the provisions of the more restrictive documentation will control. The provisions of this

EXHIBIT G

Certification and the Agreement are intended to establish the minimum requirements regarding CONTRACTOR's use and disclosure of Protected Health Information.

In the event that either party believes in good faith that any provision of this Certification and/or the 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 (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or 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.

CONTRACTOR: Community Homeless Solutions

By: Russ B-

Title: Executive Director

Date: 11-22-17

CERTIFICATION REGARDING LOBBYING

Community Homeless Solutions

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 Director
Title

Community Homeless Solutions
Agency/Organization

11-22-17
Date

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, County 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, County 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.

Community Homeless Solutions

(signature of authorized representative)

11-22-17

(date)