

Monterey County Board of Supervisors

168 West Alisal Street, 1st Floor Salinas, CA 93901 831.755.5066

Board Order

Agreement No.: A-13851

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

a. Approved and authorized the Director of the Department of Social Services to sign an agreement with Central Coast Center for Independent Living for \$365,925 to provide housing navigation and housing expenses for homeless individuals applying for disability benefits for the period of March 20, 2018 through June 30, 2020; and

b. Authorized the Director of the Department of Social Services to sign up to three (3) amendments to this Agreement where the total amendments do not exceed ten percent 10% (\$36,592) of the contract amount and do not significantly change the scope of work.

PASSED AND ADOPTED on this 20th day of March 2018, by the following vote, to wit:

AYES:

Supervisors Alejo, Salinas, Phillips, Parker and Adams

NOES:

None ABSENT: None

I, Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 80 for the meeting March 20, 2018.

Dated: April 3, 2018

File ID: A 18-067

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors

County of Monterey, State of California



COUNTY OF MONTEREY

AMENDMENT # 1 to AGREEMENT # A-13851

Central Coast Center for Independent Living

THIS AMENDMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter, "COUNTY"), and Central Coast Center for Independent Living (hereinafter, "CONTRACTOR").

WHEREAS, This Amendment modifies the agreement for the provision of program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program (HDAP), between the parties executed on April 9, 2018, (hereinafter, "Original Agreement").

WHEREAS, the County and CONTRACTOR wish to amend the Original Agreement by adding language related to the access of data collected in the Homeless Information Management System (HMIS).

NOW THEREFOR, the parties agree:

- 1. Section 1.0 GENERAL DESCRIPTION of the Original Agreement is amended to read as follows:
 - 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit AA**, in conformity with the terms of this Agreement. The services are generally described as follows: program housing search, placement support, and rental subsidies for participants of the Housing and Disability Advocacy Program.
- 2. Section 4.0 of the Original Agreement SCOPE OF SERVICES AND ADDITIONAL PROVISIONS is amended to read as follows:
 - 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit AA	Scope of Services/Payment Provisions
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Sample Invoice
Exhibit E	Elder Abuse Reporting Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit Requirements
Exhibit HH	HIPAA Certification
Exhibit H-1	Schedule of County Programs
Exhibit I	Child Abuse Reporting Certification

- 3. Section 2.01 of Exhibit B of the Original Agreement is amended to read as follows:
 - 2.01 Outcome objectives and performance standards: CONTRACTOR shall, for the entire term of this Agreement, provide the service outcomes set forth in Exhibit AA. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in Exhibit AA unless prevented from doing so by circumstances beyond CONTRACTOR's control including, but not limited to, natural disasters, fire, theft and shortages of necessary supplies or materials due to labor disputes.
- 4. Exhibits A and H of the Original Agreement is rescinded and replaced by Exhibits AA and HH attached. Exhibit H-1 is incorporated as part of this Agreement.

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

(remainder of page intentionally left blank)

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

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

COUNTY OF MONTEREY:	CONTRACTOR:			
By: Henry Espinosa Acting Director, DSS Date: 6/11/19	By: Marko Manufes (Chair, President, Vice-President) Charles Chambers, Chairperson (Print Name & Title) Date: 5-21-19			
Approved as to Form:	By: (Secretary, CFO, Treasurer)			
Deputy County Counsel	(Print Name and Title)			
Date: Juney, 2019	Date: _5/21/19			
Approved as to Fiscal Provisions: Auditor-Controller's Office				
Date:				

Central Coast Center for Independent Living Amendment #1 to Agreement #A-13851
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CENTRAL COAST CENTER FOR INDEPENDENT LIVING

March 20, 2018 - June 30, 2020

HOUSING DISABILITY ADVOCACY PROGRAM (HDAP)

SCOPE OF SERVICES/PAYMENT PROVISIONS

A. TOTAL FUNDING \$365,925

B. CONTRACT TERM March 20, 2018 – June 30, 2020

C. CONTACT INFORMATION

Fiscal Contact: Judy Cabrera

Controller

318 Cayuga St., Suite 208 Salinas, CA 93901

Phone: (831) 757-2968 ext. 22 Fax: (831) 757-5549

jcabrera@cccil.com

Program Contact Elsa Quezada

Executive Director

318 Cayuga St., Suite 208 Salinas, CA 93901

Phone: (831) 757-2968 ext. 17 Fax: (831) 757-5549

equezada@cccil.org

County Contract Manager: Allison Yant, Program Manager

Department of Social Services

2620 First Avenue Marina, CA 93933

(831) 883-7511 Fax: (831) 883-7563

yanta@co.monterey.ca.us

Location of Services Central Coast Center for Independent Living

318 Cayuga St., Ste. 208, Salinas, CA 93901 Phone (831) 757-2968 Fax (831) 757-5549

D. PURPOSE

The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide program housing search, placement support and rental subsidies for Housing and Disability Advocacy Program (HDAP) participants referred to CONTRACTOR by the Monterey County Department of Social Services (DSS).

E. PROGRAM DESIGN

E.1. In July 2017, the California Department of Social Services (CDSS) received authority to launch a new HDAP. The 2017-18 California State Budget appropriated \$43,461,000 for the program, which is available over a three-year period, from July 1, 2017 to June 30, 2020.

In November 2017, CDSS informed Monterey County that it was awarded a Round One allocation based on county level-need data calculated by CDSS. Monterey County's Round One allocation totaled \$568,870. Monterey County's HDAP application requested additional funds above the Round One amount and CDSS is currently making a decision on the provision of Round Two funds. It is estimated a decision will be made by the end of FY 2017/18.

Counties receiving state HDAP funds shall match the state funding on a dollar for dollar basis.

Assembly Bill (AB) 1603 (Chapter 25, Statutes of 2016) established the HDAP, which is to be a County administered program that assists disabled individuals who are experiencing homelessness apply for disability benefit programs, while also providing housing assistance. The HDAP requires that counties offer outreach, case management, advocacy and housing assistance to all program participants. The Welfare and Institutions (W&I) Code section 18999 outlines HDAP requirements. Outreach will be provided in collaboration with the Monterey County Health Department and benefits advocacy will be provided by Department of Social Services Social Security Insurance Advocacy Program.

a. CONTRACTOR shall provide staff and services to perform housing related assessments, housing search, placement and housing related financial assistance for 22 individuals during FY 17/18 and 49 individuals in FY 18/19 and 49 individuals in FY 19/20.

F. PERFORMANCE GOALS

- F.1 75% of all referred clients are scheduled to attend an assessment appointment within five (5) working days of CONTRACTOR receiving the referral from the DSS or Health Department Outreach.
- F.2 80% of COUNTY referred clients who successfully attend the assessment appointment are placed in safe clean, and affordable temporary shelter until permanently housed or the case is closed.
- F.3 50% of all clients who successfully attend the assessment and fully participate in the program's services are placed in safe, clean and affordable, permanent housing within ninety days (90) of their assessment appointment.

G. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of the Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows:

- G.1. Administration
 - a. Provide programmatic oversight of the CONTRACTOR responsibilities under this agreement.
 - b. Monitor the program through established processes and in compliance with applicable city, county, state and federal regulations.
 - c. Attend regularly scheduled Multi-Disciplinary Team (MDT) meetings with internal program staff, Health Department and DSS staff to review active cases and ensure adequate program operations.
 - d. Participate in HDAP trainings/meetings required by CDSS.
 - e. Respond to deficiencies in meeting any service requirements of this Agreement within five (5) business days of the deficiency being identified through contract monitoring or reported by the COUNTY contract monitor. Identification and response shall be captured in written communication.

- Corrective actions shall be agreed upon by both parties. Corrective actions shall be implemented as soon as deemed possible by both parties.
- f. Ensure appropriate staffing to support the administrative and services provided for in this Agreement. Ensure replacement staffing is available to continue the uninterrupted provision of services under this Agreement in the event of staffing vacancies related to sickness, absence or staffing changes.
- g. Provide matching funds, dollar-for-dollar, for a total amount of \$365,925, as per Exhibit C. Matching funds shall be disclosed within the Audit for Fiscal Years 2017/18, 2018/19, and 2019/20.

G.2 Tracking and Reporting

- a. Work with COUNTY to determine data points and create form to be used by CONTRACTOR to report needed information to COUNTY to report to CDSS on a monthly basis.
- b. Provide an electronic copy of the data to COUNTY Contract Manager by the 10th day of the month following the month in which services were performed.
- c. Provide a current electronic copy of the data report via email within three (3) business days of receiving a request from the COUNTY.
- d. Provide access to HDAP data collected within the Homeless Information Management System.

G.3. Referral and Assessment

- a. Accept client referrals provided by COUNTY and respond within three (3) business days using electronic mail confirming receipt of the referral, Case Manager assigned and the date the client is scheduled to attend an assessment or information that an attempt to reach the client has been made.
- b. Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY Program Contact as soon as information is available.
- c. Schedule newly referred clients to attend an assessment within five (5) days of receiving a client referral from COUNTY barring the client's availability.
- d. Ensure an assessment includes, but is not limited to:
 - i. A formal contact (in person, phone call, email or letter) with the client to schedule and confirm an appointment within three (3) days of receiving the referral from the COUNTY. The formal contact shall include a list of verification items the client is required to bring to the appointment.
 - ii. A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the client about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the client may be eligible for, and an opportunity for the client to discuss any concerns they have prior to beginning the assessment.
 - iii. Complete initial screening using the Vulnerability Index-Service Prioritization Decision Assistance tool (VI-SPDAT) and communicate information to the Coalition of Homeless Services Providers. Enter information into the Homeless Management Information System (HMIS) for further evaluation and connection to additional services.
 - iii. An assessment of the housing needs of the client and finances available for housing costs. Refer client to General Assistance or CalWORKs, when appropriate.
 - iv. Development of a housing plan by the Housing Specialist to include where temporary shelter will be obtained, if needed, scheduled hours for weekly housing search, short-term and long-term housing goals,

- along with projected milestone dates for housing applications, interviews, tours and permanent housing placement.
- v. Completion of applications for available local low-income housing and housing lists to include, but not limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound, and Sun Street Centers.
- vi. Discussion and identification of the local areas where housing is available and affordable along with a determination of where the client desires to live.
- vii. If space is unavailable within the shelter system and all other avenues have been explored, the Housing Specialist shall make reservations and utilize contracted housing related expenses to pay for safe, clean and affordable temporary shelter on a week-by-week basis per the client's housing plan.
- viii. Inform clients that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the client comply with and participate in his/her housing plan.
- ix. Support the client's goal of stability by encouraging the client to participate in cross-disability peer support, system advocacy, independent living skills training, personal assistance services, youth transition services and assistive technology services.

G.4 Housing Placement

- a. Reserve, pay for and place clients who have been referred to and attended the assessment, in safe, clean and affordable subsidized temporary shelter, if appropriate. The temporary shelter placement shall be reserved for an initial minimum of seven (7) days. Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis. Temporary shelter subsidies shall be discontinued when the client has secured and moved into permanent housing, the client is awarded Social Security benefits, or the client's case is closed, whichever occurs first. An extension of temporary shelter reservations, payment, and placement may be provided beyond one (1) month, on a case-by-case basis, only if approved by the COUNTY.
- b. Identify, pay for and place clients who have been referred to and attended an assessment into safe, clean, affordable and desirable fully or partially subsidized permanent housing within ninety days (90) of completing the assessment. If permanent housing is not secured within ninety days (90), CONTRACTOR shall continue to provide services with explanation for delay and new expected permanent housing date with approval from COUNTY. CONTRACTOR shall ensure permanent housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- c. Permanent housing, and additional fees such as application fees, first/last month rent and security deposits shall be secured and paid for by CONTRACTOR continually and consecutively, as required, on a month-to-month basis. Permanent shelter payment shall be discontinued when the client can afford full monthly permanent housing costs, the client is awarded Social Security benefits, or the case is closed, whichever comes first.
- d. Record and report each client's assessment date, temporary subsidized shelter begin and end dates, permanent subsidized housing placement date, address, monthly rent amount, number of prior months of subsidized permanent housing payments issued.

e. Inform the COUNTY of cases being closed by clearly documenting the reasons for the closure. Ensure clients not participating are provided a minimum of three (3) opportunities to comply before the case is closed.

G.5 Program Staff

- a. Housing Specialist
 - i. Provide one (1) Housing Specialist at 1.0 FTE to assist each referred client with temporary and permanent subsidized housing search and placement.
 - ii. Complete assessment as outlined in Section G.3 of this Exhibit.
 - iii. Ensure referral to General Assistance or CalWORKS is completed and client is completing the necessary steps to participate in the appropriate County program
 - iv. Assist clients transition into fully subsidized, or partially subsidized, housing based on the client's needs and budget.
 - v. Identify and obtain subsidized temporary shelter, if needed, upon completion of an assessment.
 - vi. Identify and obtain permanent housing for the client within ninety days (90) of completing the assessment provided the client is in compliance with the housing plan.
 - vii. Provide a Weekly Housing Coordination Report detailing the progress each client has made toward obtaining subsidized temporary and permanent housing.
 - viii. Provide basic housing search skills training and support to each referred client, work to identify potential barriers to housing interviews to include, but not be limited to, discussing evictions or felonies with prospective landlords, acquiring and demonstrating proper interview clothing, language, demeanor and attitude.
 - ix. Develop a transition plan for housing support through other available resources within the local community.
 - x. Communication with the COUNTY SSI Advocacy Program to obtain updates on the client's Social Security claim status.
 - xi. Participate in group meetings, which may include the COUNTY referred client, COUNTY staff, and Health Department staff.
 - xii. Collaborate with the County SSI Advocacy Program to identify those who may be denied benefits and begin seeking alternative housing options (e.g. permanent supportive housing, affordable housing through Federal vouchers).

H. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY are outlined as follows:

H.1. Administration

- a. Provide programmatic oversight of the COUNTY responsibilities provided under this agreement.
- b. Review invoices and reports submitted by CONTRACTOR and process for payment.
- c. Communicate, at a minimum, within five (5) working days to:
 - i. Respond to any inquiries from CONTRACTOR regarding a referral or placement.
 - ii. Share any changes in client status or circumstances that impact CONTRACTOR.
- b. Be available for monthly meetings and as needed with CONTRACTOR.

 Ensure collaboration between SSI Advocacy Program and CONTRACTOR by reviewing processes, managing forms and updates policies and procedures.

H.2 Tracking and Reporting

- a. Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated reports.
- b. Report monthly to CDSS as required regarding HDAP expenditures and program participation.
- c. Act as the primary program contact with state level program administrator and ensure program applications, reports and other requirements are met.
- d. Monitor cases to ensure client's continued program eligibility. If a client becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.
- e. Access the Homeless Information Management System (HMIS) in order to deliver required data elements to the California Department of Social Services.

I. DATA REPORTING INSTRUCTIONS AND SUBMISSION

- I.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include, but is not limited to, data elements required by the CDSS. Report structure will be determined by CONTRACTOR and COUNTY.
- I.2 Reports shall be submitted electronically to the Contract Monitor no later than the 10th day of the month following the month in which services are delivered.
- J. COUNTY shall pay CONTRACTOR according to the terms set forth in Section I. PAYMENT BY COUNTY of Exhibit B of this Agreement, PAYMENT CONDITIONS.
 - J.1 The maximum amount payable by COUNTY to CONTRACTOR under this agreement shall not exceed three-hundred sixty-five thousand, nine hundred twenty-five dollars (\$365,925) as detailed in Exhibit C, Budget.
 - J.2 The COUNTY agrees to accept multiple invoices on the form set forth in Exhibit D, from the CONTRACTOR.
 - a. Invoices shall contain original signature of the person authorized to submit claims for payment;
 - b. Administrative Costs and matching funds shall be submitted monthly, by the 10th day of the following month in which services were performed.
 - c. Housing Financial Assistance shall be submitted bi-weekly (15th and 30th) of each month.
 - d. TRAINING / TRAVEL Reimbursement: County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at www.co.monterey.ca.us/auditor/policies.htm To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when. CONTRACTOR shall receive compensation for mileage reimbursement up to the rates listed online at www.irs.gov..
 - J.3 CONTRACTOR shall mail all original signed invoices to:

Monterey County Department of Social Services Attn. Allison Yant 2620 First Avenue Marina, CA 93933

(end of Exhibit A)

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 report(s) covering the contract period, prepared by an independent Certified Public Accountant. The purpose of the audit requirement is 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.

If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

1.02 Audit Submission /Fiscal Year-end

CONTRACTOR shall provide COUNTY with the audit report(s), required herein no later than six (6) months after the close of CONTRACTOR's Fiscal Year, except when CONTRACTOR has expended \$750,000 in federal funding and the Uniform Guidance allows a nine (9) month deadline. 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 to grant the extension.

1.03 Audit Format

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

1) If CONTRACTOR expends a total of \$750,000 or more of federal funding per fiscal year, CONTRACTOR is required to submit an annual audit report(s) that was performed in compliance with the Uniform Guidance.

-OR-

2) If CONTRACTOR expends less than \$750,000 in federal funding per fiscal year, then the COUNTY shall require an annual audit report(s) be performed in accordance with the Generally Accepted Auditing Standards (GAAS).

-OR-

3) Additionally, at the discretion of the CONTRACTOR, a program specific audit report(s) may be submitted in accordance with the Uniform Guidance.

All Audits must include the following information within their audit:

a) A separate schedule listing programs and funding, see recommended format, Exhibit H-1.

Page 1 of 2 Audit & Recovery of Overpayments Certification Agreement: CCCIL HDAP b) All Management Letters received by the CONTRACTOR relating to the performed audit, shall be submitted in conjunction with the annual audit report(s) to the COUNTY.

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 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), 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 the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (Uniform Guidance), 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 Uniform Guidance cost principles, 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 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.

Central Coast Center for Independent Living

(signature of authorized representative)

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Audit & Recovery of Overpayments Certification

Agreement: CCCIL HDAP

Central Coast Center for Independent Living SCHEDULE OF COUNTY PROGRAMS FISCAL YEARS 2018-2020

AMOUNT RECEIVED HOIN COUNTY	Contract Life-to-	Fiscal Year Date
penditures	Contract Life- to-	Date
Expen	Ü	Fiscal Year
	Contract	Amount
		Contract Period
		CFDA #
		No.
	County	Dept.
		Program Name

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