

**COUNTY OF MONTEREY**  
Amendment #2 to Agreement #5010-360  
Housing Resource Center of Monterey County

**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 the Housing Resource Center of Monterey County (hereinafter “CONTRACTOR”).

**WHEREAS**, COUNTY and CONTRACTOR entered into an agreement for Housing Support Program services for the period of July 1, 2023 – June 30, 2025 for a contract total of \$3,500,000.00 (hereinafter “Original Agreement”).

**WHEREAS**, The parties amended the agreement via Amendment #1 to add \$1,210,680.00 to support increased need for services with no change to the contract term for a revised contract total of \$4,710,680.00.

**WHEREAS**, The parties wish to amend the agreement via Amendment #2 **to revise the Scope of Work** to reflect the **Family Stabilization program ending on June 30, 2024**, with no change to the contract total.

**AGREEMENT**

**NOW THEREFORE**, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment No. 1 incorporated herein by this reference, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**  
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAA**, subject to the limitations set forth in this agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed \$4,710,680.00.
2. **Exhibit AAA** reflects the **ending** of the **Family Stabilization program effective June 30, 2024**.
3. **Exhibit BBB** replaces Exhibit BB and references the new **Exhibits AAA**.
4. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this Amendment #2 and shall continue in full force and effect as set forth in the original Agreement and in Amendment #1.
5. A copy of this Amendment #2 shall be attached to the Original Agreement.

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

**COUNTY OF MONTEREY:**

**CONTRACTOR:**

Housing Resource Center of Monterey County

DocuSigned by:  
By: *Lori A. Medina*  
Lori A. Medina  
DSS Director

DocuSigned by:  
By: *Kellie Morgantini*  
(Chair, President, Vice-President)

Date: 6/5/2024 | 4:24 PM PDT

Kellie Morgantini  
(Print Name & Title)

Date: 6/4/2024 | 10:59 AM PDT

DocuSigned by:  
By: *Joe Servi*  
(Secretary, CFO, Treasurer)

Joe Servi  
(Print Name and Title)

Date: 6/5/2024 | 2:42 PM PDT

**Approved as to Form:**

DocuSigned by:  
*Anne Brenton*  
Deputy County Counsel

Date: 6/5/2024 | 3:44 PM PDT

**Approved as to Fiscal Provisions:**

DocuSigned by:  
*Jennifer Forsyth*  
Auditor/Controller's Office

Date: 6/5/2024 | 4:03 PM PDT



## SCOPE OF SERVICES/PAYMENT PROVISIONS

### HOUSING SUPPORT PROGRAM

#### F. PROGRAM DESIGN

- F.1 In 2014, the California Department of Social Services (CDSS) received special authority to launch a new Housing Support (HSP) program. Per Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), housing support in the CalWORKs program is necessary to assist families working towards achieving self-sufficiency. Homelessness and housing instability in the CalWORKs program is a challenging problem that impacts children's wellbeing and their parents' ability to engage in employment. The objective of the CalWORKs HSP is to promote housing stability for families in the CalWORKs program.
- F.2 CONTRACTOR shall provide staff and services to perform intake, case management, housing assessment, housing search, placement, and on-going housing subsidy payments for a minimum of 60 eligible HSP CalWORKs customers each month.
- F.2.1 CONTRACTOR shall maintain and share with COUNTY all program documents and forms to operate the HSP program per the **HSP Guidelines in Exhibit A-1**. Relevant program documents include program policies, procedures, client agreements, intake forms, case management and housing navigation templates, and public-facing program materials.
- F.2.2 For HSP purposes, the COUNTY shall be the HSP Social Service Aide and/or Analyst assigned to HSP
- F.3 In 2021, AB 135 (Chapter 85) expanded eligibility for HSP to include families in CalWORKs who are at-risk of homelessness including recipients who have not yet received an eviction notice, and for whom housing instability would be a barrier to self-sufficiency or child well-being. **Exhibit A-2, Guidelines on Homeless Prevention.**
- F.3.1 CONTRACTOR shall administer the HSP under all aspects of program eligibility including the prevention components outlined within **Exhibits A-1 and A-2**. Program policies and procedures for client assessment, case management and housing support to accommodate homeless prevention services shall conform with all program eligibility, definitions, and guidelines defined by CDSS.

#### G. PERFORMANCE GOALS

- G.1 Provide rapid rehousing and housing navigation services to support and place 80 families into permanent housing per year.
- G.2 Provide Housing Stabilization services to support 25 families at risk of homelessness
- G.3 85% of all referred customers are scheduled to attend an intake and assessment within seven (7) days of CONTRACTOR receiving the customer referral from COUNTY.
- G.4 50% of all customers who attend and successfully complete the intake and assessment and fully participate in program services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.

#### H. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. In accordance with the **Housing Support Program Guidelines (Exhibit A-1)**, CONTRACTOR shall produce and maintain program policies & procedures, performance goals, program administration, tracking and reporting, client intake

## SCOPE OF SERVICES/PAYMENT PROVISIONS

and assessment, and housing search & housing stabilization services. The CONTRACTOR shall oversee and implement the following functions:

### H.1 Administration

- H.1.1 CONTRACTOR shall develop and publish formal written Program Policies and procedures in alignment Per Senate Bill (SB) 855 (Chapter 29, Statutes of 2014), AB 135 (Chapter 85) California Department of Social Services (CDSS) guidelines outlined in **Exhibits A-1 and A-2**, as well as the Monterey County Department of Social Services CalWORKs HSP program guidelines.
  - H.1.1.a CONTRACTOR will ensure administration of HSP services are consistent with HSP goals and CalWORKs eligibility.
  - H.1.1.b CONTRACTOR will keep all Policy and Procedures up to date with program and legislative changes and keep all program policies accessible as designated by the COUNTY.
  - H.1.1.c CONTRACTOR will develop and keep all client intake, case management and housing forms updated to capture income and data required of the CalWORKs program and coordinate with eligibility specialist to maintain eligibility and report income and housing information.
  - H.1.1.d CONTRACTOR will promote the HSP services as a CalWORKs program and ensure coordination with Monterey County Department of Social Services.
- H.1.2 Provide programmatic oversight of CONTRACTOR responsibilities provided under this Agreement.
- H.1.3 Monitor the programs through established processes and in compliance with applicable city, county, state, and federal regulations.
- H.1.4 Hold regularly scheduled case review meetings, no less than monthly, with internal program staff to review active cases and ensure adequate program operations.
- H.1.5 Invite COUNTY partners to attend the regularly scheduled case review meetings.
- H.1.6 Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.
  - H.1.6.a Identification and response shall be captured in written communication.
  - H.1.6.b Corrective actions shall be agreed upon by both parties.
  - H.1.6.c Corrective actions shall be implemented as soon as deemed possible by both parties.
- H.1.7 Ensure appropriate staffing to support the administration and service provided for in this Agreement.
- H.1.8 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.

### H.2 Tracking & Reporting

- H.2.1 Maintain an ongoing and accurate secure program database that includes at minimum the CalSAWS Customer Identification Number, CalSAWS Case

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- Number, Customer Last Name, Customer First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Final Outcome, Comments, and Monthly Progress Updates.
- H.2.2 Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10<sup>th</sup> day of the month following the month in which services were performed using secure email.
- H.2.3 Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.
- H.3 **Intake & Assessment**
- H.3.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.
- H.3.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.
- H.3.3 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer's unavailability.
- H.3.4 Provide emergency intake and assessments as requested by COUNTY to serve customers that require immediate temporary shelter and are "literally homeless" with children under the age of five (5) where failure to provide immediate temporary shelter may result in safety concerns for the children.
- H.3.4.a All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.
- H.3.5 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.
- H.3.6 Ensure that each comprehensive intake and assessment includes, but is not limited to:
- H.3.6.a A formal contact (in person, phone call, email, or letter) with the customer to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.
- H.3.6.b The formal contact shall include a list of verification items the customer is required to bring to their intake and assessment appointment.
- H.3.6.c Completion of **ABCDM 228 Applicant's Authorization for Release of Information (Exhibit A-5)**, if not provided at time of COUNTY referral.
- H.3.6.d One (1) additional formal contact (in person, phone call, email or letter) to remind the customer about the appointment and the verification items required.
- H.3.6.e A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the customer about why they have been referred for services, an overview of what services CONTRACTOR provides, which of

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- those services the customer may be eligible for, and an opportunity for the customer to discuss any concerns they have prior to beginning the comprehensive intake and assessment.
- H.3.6.f Verbal and written instructions for completion of CONTRACTOR'S program application materials.
- H.3.6.g Delivery and discussion of the program participant rules and expectations.
- H.3.6.h A thorough family assessment to determine the family size and housing needs to include, but is not limited to: housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).
- H.3.6.i A thorough financial assessment to include a comparison of all available family income and expenses.
- H.3.6.j Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses. CONTRACTOR shall encourage customers to pay for as much of their own housing as possible.
- H.3.6.k Development of a thorough housing plan to include where temporary shelter will be obtained if required, 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.
- H.3.6.l Completion of applications for available local low-income housing and housing lists.
- H.3.6.m Discussion and identification of the local areas where housing is available and affordable along with a determination of where the customer desires to live. The discussion shall include access to and availability of childcare, the educational needs of school-aged children, employment and activity needs of adults, and general public safety concerns for the areas.
- H.3.6.n Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program customers, and have housing that the customer both desires and can afford.
- H.3.6.o Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form is required to be provided, and what happens if the form is not completed and provided timely.
- H.3.6.p A discussion accompanied with written instructions detailing when the customer's next appointment with CONTRACTOR will be, what the customer is expected to do between the

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- current appointment and the next appointment, and who at the CONTRACTOR agency the customer can contact if they need assistance.
- H.3.6.q If requested and necessary, the Housing Case Manager shall make reservations and pay for safe, clean, and affordable temporary shelter starting the evening of the intake and assessment appointment and on a week-by-week basis per the customer's housing plan.
- H.3.6.r Inform customers that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the customer to comply with, and participate in, their housing plan.
- H.4 Housing Placement**
- H.4.1 Reserve, pay for, and place customers who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable subsidized temporary shelter the same day that the customer attends the comprehensive intake and assessment appointment.
- H.4.1.a The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by the COUNTY.
- H.4.1.b The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.
- H.4.1.c Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.
- H.4.1.d Temporary shelter subsidies shall be discontinued when the customer has secured and moved into permanent housing, the customer's case is closed, or after one (1) month; whichever occurs first.
- H.4.1.e 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.
- H.4.2 Identify, pay for, and place customers who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within eight (8) weeks of completing the intake and assessment appointment.
- H.4.3 Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.
- H.4.4 Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.
- H.4.4.a Permanent shelter subsidies shall be discontinued when it is determined that the customer can afford full monthly permanent housing and utility costs, the customer's case is closed, or after six (6) months, whichever occurs first.



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- H.4.4.b An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.
- H.4.5 Require each customer to agree to and sign a formal budget agreement between the customer and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the customer to comply with their housing plan.
  - H.4.5.a Compliance with the housing plan is determined by participation with program requirements and expectations.
  - H.4.5.b Ensure that each budget requires the customer to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the customer is able to pay the full rent amount before the end of the permanent housing subsidy period.
- H.4.6 Record and report each customer's intake and 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, and the projected date for which subsidized permanent housing payments are expected to end in the service provider's secure program database.
- H.4.7 Serve as each referred customer's permanent housing advocate and provide coordination services between customers and current and prospective permanent housing landlords.
  - H.4.7.a This includes providing the landlords with information about CONTRACTOR's services.
- H.4.8 Establish trust and confidence between the landlord, the customer, and CONTRACTOR.
  - H.4.8.a This also includes: the identification of available housing that meets the customer's basic housing needs, obtaining and assisting the customer with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR's service, conducting a thorough housing inspection with the customer to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the customer, processing and issuance of approved monthly permanent housing subsidies, reporting of all customer housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.
- H.4.9 Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income families. Connect referred customers to these landlords, service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the customer, and the low-income service provider(s) identified.

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- H.4.10 Inform COUNTY of cases being closed by clearly documenting the reasons for closure in services database and completing the **Case Closure Report (Exhibit A-6)** and sending it to the COUNTY Program Contact using secure e-mail within seven (7) days of the actual closure date.
- H.4.11 Complete and mail a formal **Case Closure Letter (sample provided as Exhibit A-7)** including specific reasons unsatisfactory participation was indicated to the customer's last known address and provide a copy to COUNTY with the Case Closure Form for HSP referred customers who do not successfully complete either the intake and assessment process or do not participate in the program plan.
- H.4.12 Ensure that customers not participating in program services are provided a minimum of three (3) opportunities to comply before their case is closed.
- H.4.13 Complete and send a formal **Case Denial Letter (Exhibit A-8)** to COUNTY Program Contact indicating the specific reasons, behaviors, and violations that indicate that additional program services would not be appropriate for re-referred HSP customers who have been unsuccessful in previous HSP services or have engaged in serious program violations.
- H.5 **Subsidized Housing List Development**
  - H.5.1 Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to twenty (20) referred families.
  - H.5.2 Update the housing list weekly and new listings shall be added to replace listings that are removed or no longer available.
    - H.5.2.a The listing shall include subsidized housing sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.
  - H.5.3 Develop and maintain sufficient subsidized housing sites to ensure each referred customer is placed within eight (8) weeks of completing the intake and assessment.
  - H.5.4 Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.
  - H.5.5 Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:
    - H.5.5.a Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the customer's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the customer and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the customer that may result in eviction or termination of a subsidized permanent housing arrangement.
    - H.5.5.b Respond to landlord/site contact inquiries within forty-eight (48) hours.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.5.6 Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred customers for placement.
- H.6 **Program Staff**
- H.6.1 **Housing Program Manager**
- H.6.1.a Provide one (1) Housing Program Manager at .75 FTE for both programs to supervise Program Staff and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.
- H.6.1.b The Housing Program Manager shall be the primary point of contact for regular programmatic service information.
- H.6.1.c For HSP Program, the Housing Program Manager shall communicate regularly with the COUNTY HSP Analysts and COUNTY HSP Social Services Aide.
- H.6.1.d The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.
- H.6.2 **Housing Case Manager**
- H.6.2.a Provide at least three (3) Housing Case Managers at 3.0 FTE for intensive case management services related to both programs detailed in this Agreement.
- H.6.2.b The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer per Section G.3 Intake and Assessment.
- H.6.2.c Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
- H.6.2.d The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred customers.
- H.6.2.e If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).
- H.6.2.f Ensure temporary and permanent subsidized housing arrangements are made per the housing placement section above.
- H.6.2.g Ensure weekly contact is made and recorded with each COUNTY referred customer during the first four (4) weeks of subsidized housing placement.
- H.6.2.h Ensure monthly contact is made and recorded with each COUNTY referred customer participating and complying with their housing plan.
- H.6.2.i Ensure each customer contact is used to determine the customers' needs, satisfaction with their subsidized

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- temporary/permanent housing placement, and progress toward their housing plan.
- H.6.2.j Ensure that an electronic copy of each Weekly Housing Coordination Report is sent using secure electronic mail to the COUNTY FS Supervisors and County FS Analyst.
- H.6.2.k Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
- H.6.2.l Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
- H.6.2.m Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment. This report shall be made in writing using secure electronic mail.
- H.6.2.n The COUNTY shall assist in obtaining additional contact information and supporting the customer's completion of the intake and assessment as needed.
- H.6.2.o Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled time.
- H.6.2.p Reschedule customers that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
- H.6.2.q Provide support to COUNTY referred customers to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
- H.6.2.r Provide bi-lingual (English-Spanish) case management services either directly or through the use of an interpreter.
- H.6.2.s Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
- H.6.2.t Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.
- H.6.2.u Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.
- H.6.2.v Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.
- H.6.2.w Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
- H.6.2.x Enter the service end date and service final outcome in the service provider's secure program database at the end of services for each COUNTY referred customer.
- H.6.3 Housing Specialist**

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.6.3.a Provide at least two and one-half (2.5) Housing Specialists at 2.5 FTE for both programs and to assist each COUNTY referred customer with temporary and permanent subsidized housing search and placement.
- H.6.3.b The Housing Specialist position shall assist customers to transition into fully subsidized, or partially subsidized, housing based on the customer's needs and budget.
- H.6.3.c The Housing Specialist shall identify and obtain subsidized temporary shelter the same day as the customer attends and completes the intake and assessment for FS program customers.
- H.6.3.d The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.
- H.6.3.e The Housing Specialist shall provide basic housing search skills training and support to each COUNTY referred customer that they are assigned.
- H.6.3.f The Housing Specialist shall work with each customer to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, and acquiring and demonstrating proper interview clothing, language, demeanor, and attitude.
- H.6.3.g Ensure a current and accurate subsidized housing list is developed and maintained according to Section H.5 Subsidized Housing List Development.
- H.6.4 **Program Assistant**
  - H.6.4.a Provide at least one program assistant at .75 FTE for both programs. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.
  - H.6.4.b Ensure each referred customer is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring customer's unavailability.

### I. COUNTY RESPONSIBILITIES

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

#### I.1 Administration

- I.1.1 Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement
- I.1.2 Review invoices and reports submitted by CONTRACTOR and process for payment.
- I.1.3 Communicate at a minimum within two (2) working days to:
  - I.1.3.a Respond to any inquiries from CONTRACTOR regarding a referral or placement.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- I.1.3.b Share any changes in customer status or circumstances that impact CONTRACTOR.
- I.1.4 Be available for monthly meetings and as needed with CONTRACTOR and/or customer.
- I.1.5 Conduct a minimum of one (1) contract monitoring visit during the term of this agreement to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.
- I.1.6 Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of the monitoring. Monitoring visits will include a review of each line item in this Agreement.
- I.2 **Tracking & Reporting**
  - I.2.1 Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated HSP-14 monthly reporting requirements.
  - I.2.2 Report to the State as required regarding Housing Support Program expenditures and participation.
  - I.2.3 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.
  - I.2.4 Monitor open cases to ensure client's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.
- I.3 **Intake & Referral**
  - I.3.1 Accept referrals directly from customers and verify program eligibility and indicate Program Code for fiscal claiming.
  - I.3.2 Manage and monitor waiting lists as needed
  - I.3.3 Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.
  - I.3.4 Maintain and refer up to forty (40) COUNTY HSP customers each month.
  - I.3.5 Submit the following referral information using secure electronic mail to CONTRACTOR on **HSP Referral Form (Exhibit A-3)**:
    - I.3.6 Customer's CalSAWS Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.
    - I.3.7 An electronic copy of the completed **ABCDM 228 Applicant's Authorization for Release of Information** if applicable (**Exhibit A-5**).
      - I.3.7.a For referrals in which the customer has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.
- I.4 **Program Staff**
  - I.4.1 Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including but not limited to:
    - I.4.1.a COUNTY HSP Analyst
    - I.4.1.b COUNTY HSP Social Services Aide

## SCOPE OF SERVICES/PAYMENT PROVISIONS

### J. DATA REPORTING INSTRUCTIONS & SUBMISSION

CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the California Department of Social Services HSP-14 report.

- J.1 Reports shall be submitted electronically using secure methods to the contract monitor no later than the 10<sup>th</sup> day of the month following the month in which services are delivered.

## FAMILY STABILIZATION PROGRAM

### K. PROGRAM DESIGN

In 2014, Family Stabilization (FS) became a component of the California Work Opportunity and Responsibility to Kids (CalWORKs) Program that provides intensive case management and services to customers that meet the criteria set forth in AB 74. FS is designed to ensure a basic level of stability within a family prior to, or concurrently with, participation in Welfare-to-Work (WTW) activities and as such, is operated through the COUNTY's CalWORKs Employment Services (CWES) branch. The goal of the FS program is to increase a family's success by providing more intensive assessment and case management services to families including children, who are destabilized and are considered at-risk. The assignment of customers for additional activities, barrier removal services, and sheltering needs are critical and directly increase a family's success rate in achieving self-sufficiency. **The 2024 – 2025 California Budget eliminated funding for the FS program effective July 1, 2024.**

- K.1 CONTRACTOR shall provide staff and services to perform intake, assessment, housing search, placement, and on-going housing subsidy payments for up to 20 eligible FS CWES customers each month **through June 30, 2024.**
- K.2 For FS program purposes, the COUNTY provides staff per the following FS Case Managers, FS Supervisors, and/or the FS Analyst **through June 30, 2024.**

### L. PERFORMANCE GOALS

- L.1 75% of all referred customers are scheduled to attend an intake and assessment within five (5) working days of CONTRACTOR receiving the customer referral from COUNTY.
- L.2 80% of COUNTY referred FS customers who attend and successfully complete the intake and assessment are placed in safe, clean, and affordable temporary shelter the same day that the intake and assessment are completed and until permanently housed or the case is closed.
- L.3 50% of all customers who attend and successfully complete the intake and assessment and fully participate in program's services are placed in safe, clean, and affordable permanent housing within eight (8) weeks of their intake and assessment appointment.
- L.4 **FS performance goals stipulated in sections L.1, L.2, and L.3 are for the period of July 1, 2023 to June 30, 2024.**

### M. CONTRACTOR RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of CONTRACTOR are outlined as follows. **During the period of July 1, 2023 to June 30, 2024** the CONTRACTOR shall:

- M.1 **Administration**

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.1.1 Provide programmatic oversight of the CONTRACTOR responsibilities provided under this Agreement.
- M.1.2 Monitor the programs through established processes and in compliance with applicable city, county, state, and federal regulations.
- M.1.3 Hold regularly scheduled case review meetings, no less than monthly, with internal program staff to review active cases and ensure adequate program operations.
- M.1.4 Invite COUNTY partners to attend these regularly scheduled case review meetings to review the status of the FCS program cases, including the number and progress of serviced customers, challenges, opportunities for improvement, and remaining services to be rendered. Attend additional meetings as scheduled and as needed to discuss other areas that affect either party to this Agreement.
- M.1.5 Participate in an annual meeting of CalWORKs Employment Services (CWES) service providers convened by CWES that includes all CWES contractors.
- M.1.6 Respond to deficiencies in meeting any service requirements in this Agreement within two (2) business days of the deficiency being identified through contract monitoring or reported by the COUNTY Contract Monitor.
- M.1.7 Identification and response shall be captured in written communication. Corrective actions shall be agreed upon by both parties.
- M.1.8 Corrective actions shall be implemented as soon as deemed possible by both parties.
- M.1.9 Ensure appropriate staffing to support the administration 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.
- M.2 **Tracking & Reporting**
  - M.2.1 Maintain an ongoing and accurate secure program database that includes at minimum the CalSAWS Customer Identification Number, CalSAWS Case Number, Customer Last Name, Customer First Name, Housing Program, Date of Referral, Program Start Date, Program End Date, Final Outcome, Comments, and Monthly Progress Updates.
  - M.2.2 Provide a monthly electronic copy of the data report to COUNTY Contract Monitor by the 10<sup>th</sup> day of the month following the month in which services were performed using secure email.
  - M.2.3 Provide a current electronic copy of the data report via secure e-mail within three (3) business days of receiving a request from COUNTY.
- M.3 **Intake & Assessment**
  - M.3.1 Accept customer referrals provided by COUNTY and respond within three (3) business days using secure electronic mail confirming receipt of the referral, Case Manager assigned, and the date the customer is scheduled to attend an intake and assessment or information that an attempt to reach the customer has been made.
  - M.3.2 Inform COUNTY of missed appointments and provide updated appointment dates to COUNTY program contact as soon as information is available.



## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.3.3 Schedule newly referred customers to attend a comprehensive intake and assessment within five (5) days of receiving a customer referral from COUNTY barring the customer’s unavailability.
- M.3.4 Provide emergency intake and assessments as requested by COUNTY to serve customers that require immediate temporary shelter and are “literally homeless” with children under the age of five (5) where failure to provide immediate temporary shelter may result in safety concerns for the children.
- M.3.5 All ad-hoc intake and assessments shall be provided within two (2) business days of receiving a request from COUNTY.
- M.3.6 Develop, maintain, and provide program participant rules and expectations to each referred customer during the comprehensive intake and assessment process.
- M.3.7 Ensure that each comprehensive intake and assessment includes, but is not limited to:
- M.3.7.a A formal contact (in person, phone call, email, or letter) with the customer to schedule and confirm the intake and assessment within two (2) days of receiving the referral from COUNTY.
  - M.3.7.b The formal contact shall include a list of verification items the customer is required to bring to their intake and assessment appointment.
  - M.3.7.c Completion of **ABCDM 228 Applicant's Authorization for Release of Information (Exhibit A-5)**, if not provided at time of COUNTY referral.
  - M.3.7.d One (1) additional formal contact (in person, phone call, email or letter) to remind the customer about the appointment and the verification items required.
  - M.3.7.e A friendly greeting and welcome to CONTRACTOR services at the beginning of the appointment and discussion with the customer about why they have been referred for services, an overview of what services CONTRACTOR provides, which of those services the customer may be eligible for, and an opportunity for the customer to discuss any concerns they have prior to beginning the comprehensive intake and assessment.
  - M.3.7.f Verbal and written instructions for completion of CONTRACTOR’S program application materials.
  - M.3.7.g Delivery and discussion of the program participant rules and expectations.
  - M.3.7.h A thorough family assessment to determine the family size and housing needs to include, but not limited to, housing size, number of bedrooms required, number of bathrooms required, living space required, food preparation space required, and any additional special circumstances (disabilities, dependencies, or special requirements the family may have).
  - M.3.7.i A thorough financial assessment to include a comparison of all available family income and expenses.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.3.7.j      Development of a thorough budget used to determine the amount of income available to pay for housing, if any, after accounting for all other regular expenses.
- M.3.7.k      Encourage customers to pay for as much of their own housing as possible.
- M.3.7.l      Development of a thorough housing plan to include where temporary shelter will be obtained if required, 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.
- M.3.7.m      Completion of applications for available local low-income housing and housing lists to include, but not be limited to, Housing Authority (HA) Housing Choice Voucher (HCV) program, Community Homeless Solutions, Pueblo del Mar, Homeward Bound, and Sun Street Centers.
- M.3.7.n      Discussion and identification of the local areas where housing is available and affordable along with a determination of where the customer desires to live.
- M.3.7.o      The discussion shall include access to and availability of childcare, the educational needs of school aged children, employment and activity needs of adults, and general public safety concerns for the areas.
- M.3.7.p      Delivery and discussion of a thorough list of addresses and contact information for landlords affiliated with CONTRACTOR that have housing available in the area, have agreed to work with program customers, and have housing that the customer both desires and can afford.
- M.3.7.q      Delivery and discussion of housing search forms used by CONTRACTOR to include written instructions for how the form is to be completed, how often and on what days the form is required to be provided, and what happens if the form is not completed and provided timely.
- M.3.7.r      A discussion accompanied with written instructions detailing when the customer's next appointment with CONTRACTOR will be, what the customer is expected to do between the current appointment and the next appointment, and who at the CONTRACTOR agency the customer can contact if they need assistance.
- M.3.8      If requested and necessary, the Housing Case Manager shall make reservations and pay for safe, clean, and affordable temporary shelter starting the evening of the intake and assessment appointment and on a week-by-week basis per the customer's housing plan.
- M.3.9      Inform customers that placement in temporary shelter is only guaranteed on a week-by-week basis and approval of payment for temporary shelter requires the customer to comply with, and participate in, their housing plan.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.3.10 Immediately following the formal contact, a review of the customer's referral and information and a formal contact with the COUNTY FS Case Manager, if necessary, to obtain additional information about the customer that may be required to support the appointment.
- M.3.11 A formal contact with the COUNTY FS Case Manager following the customer's intake and assessment to brief the COUNTY FS Case Manager on the information discussed at the appointment and to provide an electronic copy of the customer's housing plan.
- M.4 **Housing Placement**
  - M.4.1 Reserve, pay for, and place customers who have been referred to, and attended, a comprehensive intake and assessment in safe, clean, and affordable subsidized temporary shelter the same day that the customer attends the compressive intake and assessment appointment.
  - M.4.2 The temporary shelter placement shall meet minimum state and federal temporary shelter regulations or be a temporary shelter approved by the COUNTY.
  - M.4.3 The temporary shelter placement shall be reserved for an initial minimum period of seven (7) days.
  - M.4.4 Temporary shelter shall be reserved and paid for continually and consecutively, as required, on a week-to-week basis.
  - M.4.5 Temporary shelter subsidies shall be discontinued when the customer has secured and moved into permanent housing, the customer's case is closed, or after one (1) month; whichever occurs first.
  - M.4.6 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.
  - M.4.7 Identify, pay for, and place customers who have been referred to, and attended, intake and assessment and have complied with program rules and expectations, and their housing plan, in safe, clean, affordable, and desirable fully or partially subsidized permanent housing within eight (8) weeks of completing the intake and assessment appointment.
  - M.4.8 Ensure the permanent subsidized housing meets minimum state and federal housing regulations or is approved by the COUNTY.
  - M.4.9 Obtain COUNTY FS Supervisors approval prior to paying and placing customers in permanent housing.
  - M.4.10 Ensure that permanent housing, and additional fees such as application fees, utilities, basic furniture and appliances (beds, refrigerator, oven or microwave), and security deposit are secured and paid for continually and consecutively, as required, on a month-to-month basis.
  - M.4.11 Permanent shelter subsidies shall be discontinued when it is determined that the customer can afford full monthly permanent housing and utility costs, the customer's case is closed, or after six (6) months, whichever occurs first.
    - M.4.11.a An extension of permanent housing payments may be provided beyond six (6) months, on a case-by-case basis, only if approved by the COUNTY.
  - M.4.12 Obtain COUNTY FS Supervisors approval prior to issuing housing subsidies or paying additional fees and furnishing.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.4.13 Require each customer to agree to and sign a formal budget agreement between the customer and CONTRACTOR detailing the permanent housing subsidy arrangement amount, period, and instructions for the customer to comply with their housing plan.
- M.4.13.a Compliance with the housing plan is determined by participation with program requirements and expectations.
- M.4.14 Ensure that each budget requires the customer to pay a portion of the monthly rental amount. The portion shall gradually increase over time to ensure the customer is able to pay the full rent amount before the end of the permanent housing subsidy period.
- M.4.15 Provide the COUNTY FS Supervisors and FS Analyst with a copy of the formal budget agreement, signed by both the customer and CONTRACTOR for review and approval prior to issuing monthly permanent housing subsidies.
- M.4.15.a Written COUNTY FS Analyst or CWES Program Manager approval is required for each month that a housing subsidy will be paid by CONTRACTOR.
- M.4.15.b Initial and additional permanent housing subsidies shall not be paid by CONTRACTOR without obtaining written COUNTY FS Supervisor, COUNTY FS Analyst or CWES Program Manager approval.
- M.4.16 Record and report each customer's intake and 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, and the projected date for which subsidized permanent housing payments are expected to end in the service provider's secure program database.
- M.4.17 Serve as each referred customer's permanent housing advocate and provide coordination services between customers and current and prospective permanent housing landlords. This includes providing the landlords with information about CONTRACTOR's services.
- M.4.18 Establish trust and confidence between the landlord, the customer, and CONTRACTOR. This also includes: the identification of available housing that meets the customer's basic housing needs, obtaining and assisting the customer with completing housing application forms and fees, assistance with submission of housing applications and communication with landlords regarding the application and CONTRACTOR's service, conducting a thorough housing inspection with the customer to ensure permanent housing is clean, safe, affordable, and in a location acceptable to the customer, processing and issuance of approved monthly permanent housing subsidies, reporting of all customer housing issues and concerns to COUNTY, and serving as a reference for future permanent housing opportunities.
- M.4.19 Identify and develop a network of Monterey County temporary and permanent housing landlords, service providers, and programs that work with low-income families to include but not be limited to: Housing Authority, Door to Hope, Community Homeless Solutions, Pueblo Del Mar, Homeward Bound and Sun Street Centers. Connect referred customers to

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- these landlords, service providers and programs by providing a warm handoff via in person introductions or three-way phone conversations between CONTRACTOR, the customer, and the low-income service provider(s) identified.
- M.4.20 Obtain COUNTY permission prior to closing FS services and following standard closing processes.
- M.5 Subsidized Housing List Development**
- M.5.1 Identify, develop, and maintain an accurate list of at least twenty (20) currently available subsidized housing locations that will work with CONTRACTOR to support the placement of up to twenty (20) referred families.
- M.5.1.a The housing list shall be updated weekly and new listings shall be added to replace listings that are removed or no longer available.
- M.5.1.b The listing shall include subsidized housing sites accessible to customers living in South County (including, but not limited to, Bradley, Parkfield, Lockwood, and San Lucas), the Monterey Peninsula, and the greater Salinas areas.
- M.5.2 Develop and maintain sufficient subsidized housing sites to ensure each referred customer is placed within eight (8) weeks of completing the intake and assessment. Ensure that new subsidized housing sites are added to the list as needed to satisfy the number of referrals and time requirements outlined in this Agreement.
- M.5.3 Serve as the liaison to landlords and subsidized housing site contacts for each subsidized housing site developed. This includes, but is not limited to:
- M.5.3.a Providing each landlord/site contact with training on the program in regard to subsidized payment agreements, the customer's HRC housing plan, how subsidized payments are approved, CONTRACTOR'S expectations for the customer and landlord/site contact, and the requirement for landlord/site contacts to report timely any issues related to the customer that may result in eviction or termination of a subsidized permanent housing arrangement.
- M.5.3.b Respond to landlord/site contact inquiries within forty-eight (48) hours.
- M.5.3.c Ensure regular monthly contact is made with each landlord/site contact on the CONTRACTOR'S subsidized housing list to ensure listed housing is still available and landlord/site contact are ready to receive referred customers for placement.
- M.6 Program Staff**
- M.6.1 Housing Program Manager**
- M.6.1.a Provide at least one (1) Housing Program Manager at .75 FTE to supervise the Program Staff for both programs and ensure daily compliance with the administrative and operational requirements detailed in this Agreement.
- M.6.1.b The Housing Program Manager shall be the primary point of contact for regular programmatic service information.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.6.1.c For FS Program, the Housing Program Manager shall communicate regularly with the COUNTY FS Supervisors, COUNTY FS Analyst, and/or CWES Program Manager.
- M.6.1.d The Housing Program Manager shall be trained and qualified to carry out the role and responsibility of each program staff position should additional program support be needed in that position, especially in the support of the Housing Case Manager and Housing Specialist positions.
- M.6.1.e Attend additional FS Program meetings as necessary/required.
- M.6.2 **Housing Case Manager**
- M.6.2.a Provide at least three (3) Housing Case Managers at 3.0 FTE to deliver intensive case management services for both programs detailed in this Agreement.
- M.6.2.b The Housing Case Manager shall ensure a complete intake and assessment is provided to each COUNTY referred customer per Section G.3 Intake and Assessment.
- M.6.2.c Provide same-day intake and assessment for emergency referrals as directed by COUNTY in special circumstances.
- M.6.2.d The COUNTY may prioritize a referral as an emergency that supersedes providing program services to other COUNTY referred customers.
- M.6.2.e If unable to provide same-day intake and assessment for an emergency referral, ensure the Housing Program Manager contacts the COUNTY to discuss the limitation(s) and reason(s).
- M.6.2.f Ensure temporary and permanent subsidized housing arrangements are made per the housing placement section above.
- M.6.2.g Ensure weekly contact is made and recorded with each COUNTY referred customer during the first four (4) weeks of subsidized housing placement.
- M.6.2.h Ensure monthly contact is made and recorded with each COUNTY referred customer participating and complying with their housing plan.
- M.6.2.i Ensure each customer contact is used to determine the customers' needs, satisfaction with their subsidized temporary/permanent housing placement, and progress toward their housing plan.
- M.6.2.j Ensure that Weekly Housing Coordination Reports are completed by the Housing Specialist for each FS customer actively placed in subsidized temporary and permanent housing.
- M.6.2.k Ensure that an electronic copy of each Weekly Housing Coordination Report is sent using secure electronic mail to the COUNTY FS Supervisors.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.6.2.l Ensure that each subsidized temporary and permanent subsidized housing arrangement is safe, clean, affordable, and desired by the customer.
- M.6.2.m Ensure that customers with limited means of transportation are provided priority for subsidized housing placement close to their desired location (i.e. child's school or parent's work).
- M.6.2.n Immediately report to the COUNTY, within one (1) business day, if the customer misses the intake and assessment or a scheduled appointment.
- M.6.2.o This report shall be made in writing using secure electronic mail.
- M.6.2.p The COUNTY shall assist in obtaining additional contact information and supporting the customer's completion of the intake and assessment as needed.
- M.6.2.q Make a minimum of three (3) attempts to contact a customer that misses a scheduled intake and assessment or appointment during the scheduled appointment time.
- M.6.2.r Reschedule customers that respond to the contact attempts to attend the appointment within three (3) days of the successful contact.
- M.6.2.s Provide support to COUNTY referred customers to address and resolve unsatisfactory participation with the housing plan as a component of regular monthly case management.
- M.6.2.t Coordinate with each COUNTY FS referred customer's COUNTY FS Case Manager to incorporate the housing plan participation as an activity and component of the customer's FS plan.
- M.6.2.u Participate in group meetings as requested which may include either combination of the COUNTY referred customer, COUNTY staff, COUNTY FS Case Manager, COUNTY FS Supervisors, COUNTY FS Analyst, Housing Specialist, Housing Case Manager, Housing Program Manager and/or landlords/site contacts.
- M.6.2.v Provide bi-lingual (English-Spanish) case management services either directly or through the use of an interpreter.
- M.6.2.w Identify the housing barriers of each COUNTY referred customer and make recommendations to the customer on how to assist in removing the barriers.
- M.6.2.x Contact each newly housed customer within three (3) business days of the first day of the customer's move-in date to ensure the customer is satisfied and has their basic housing needs met.
- M.6.2.y If a FS customer is not satisfied or if basic housing needs are not met, communicate with FS program staff using secure electronic mail and discuss plans to satisfy the customer and/or meet basic housing needs.
- M.6.2.z Close CONTRACTOR housing services when directed by the COUNTY and complete the Case Closure Form process.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- Record the service closure on the service provider's secure program database indicating the service end date and appropriate final outcome.
- M.6.2.aa Respond using secure electronic mail to COUNTY inquiries about customer progress within two (2) business days.
- M.6.2.bb Report to the customer's COUNTY FS Case Manager using secure electronic mail whenever a COUNTY FS referred customer misses a scheduled appointment or the customer's services are required to be interrupted and/or discontinued.
- M.6.2.cc Enter the service end date and final service outcome in the service provider's secure program database at the end of services for each COUNTY referred customer.
- M.6.3 Housing Specialist**
- M.6.3.a Provide at least two and one-half (2.5) Housing Specialists at 2.5 FTE for both programs and to assist each COUNTY referred customer with temporary and permanent subsidized housing search and placement.
- M.6.3.b The Housing Specialist position shall assist customers to transition into fully subsidized, or partially subsidized, housing based on the customer's needs and budget.
- M.6.3.c The Housing Specialist shall identify and obtain subsidized temporary shelter the same day as the customer attends and completes the intake and assessment for FS program customers.
- M.6.3.d The Housing Specialist shall identify and secure subsidized permanent housing for the customer within eight (8) weeks of completing the intake and assessment provided the customer is in compliance with the program housing plan.
- M.6.3.e Housing Specialist services will be provided weekly to each FS customer referred.
- M.6.3.f The Housing Specialist shall provide a Weekly Housing Coordination Report detailing the weekly progress that each COUNTY FS referred customer has made toward obtaining subsidized temporary and permanent housing.
- M.6.3.g The Weekly Housing Coordination Report shall also identify each customer that is currently placed in subsidized housing and provide a running total of the number of current subsidized housing placements.
- M.6.3.h The Weekly Housing Coordination Report shall also identify those COUNTY FS referred customers that are nearing completion of CONTRACTOR paid housing subsidies and are not yet able to afford or maintain unsubsidized permanent housing.
- M.6.3.i The Weekly Housing Coordination Report shall be provided to the Housing Case Manager, Housing Program Manager, and the COUNTY FS Supervisors weekly on the first business day of the week with information pertaining to the previous week.



## SCOPE OF SERVICES/PAYMENT PROVISIONS

- M.6.3.j The Housing Specialist shall provide basic housing search skills training and support to each COUNTY referred customer that they are assigned. The Housing Specialist shall work with each customer to identify potential barriers to housing interviews to include but not be limited to discussing evictions and/or felonies with prospective landlords, and acquiring and demonstrating proper interview clothing, language, demeanor, and attitude. The Housing Specialist shall report FS program identified potential barriers to the COUNTY FS Case Manager or COUNTY FS Supervisors.
- M.6.3.k Ensure a current and accurate subsidized housing list is developed and maintained according to Section M.5 Subsidized Housing List Development.
- M.6.4 **Program Assistant**
  - M.6.4.a Provide at least one program assistant at .75 FTE for both programs. Program assistant will respond to referrals received from the COUNTY within three (3) business days using secure electronic mail to indicate the referral is received.
  - M.6.4.b Ensure each referred customer is scheduled to attend an intake and assessment within five (5) business days of receiving the referral from the COUNTY barring customer's unavailability.

### N. COUNTY RESPONSIBILITIES

In accordance with the principles of this Agreement, the duties and responsibilities of COUNTY for the period of July 1, 2023 to June 30, 2024 are outlined as follows:

#### N.1 Administration

- N.1.1 Provide programmatic oversight of the COUNTY responsibilities provided under this Agreement
- N.1.2 Review invoices and reports submitted by CONTRACTOR and process for payment.
- N.1.3 Communicate at a minimum within two (2) working days to:
  - N.1.3.a Respond to any inquiries from CONTRACTOR regarding a referral or placement.
  - N.1.3.b Share any changes in customer status or circumstances that impact CONTRACTOR.
- N.1.4 Be available for monthly meetings and as needed with CONTRACTOR and/or customer.
- N.1.5 Conduct a minimum of one (1) contract monitoring visit to evaluate service delivery and CONTRACTOR performance in relation to targets, goals, and responsibilities.
- N.1.6 Provide written documentation of contract monitoring findings and recommendations to CONTRACTOR at the conclusion of each visit. Monitoring visits will include a review of each line item in this Agreement.

#### N.2 Tracking & Reporting

- N.2.1 Work closely with CONTRACTOR to obtain detailed program data on a monthly basis for completion of the state mandated FSP-14 monthly reporting requirements.

## SCOPE OF SERVICES/PAYMENT PROVISIONS

- N.2.2 Report to the State as required regarding AB 74 Family Stabilization expenditures and participation.
- N.2.3 Act as the primary program contact with state level program administrator and ensure program applications, reports, and other requirements are met.
- N.2.4 Monitor open cases to ensure customer's continued program eligibility. If a case becomes ineligible for services, COUNTY will formally notify CONTRACTOR to discontinue services.
- N.3 **Intake & Referral**
  - N.3.1 Accept referrals directly from customers and verify program eligibility and indicate Program Code for fiscal claiming.
  - N.3.2 Manage and monitor waiting lists as needed
  - N.3.3 Make timely direct referrals to CONTRACTOR to provide housing/shelter and supportive services as outlined in this Agreement.
    - N.3.3.a Maintain and refer up to twenty (20) COUNTY FS customers each month.
  - N.3.4 Submit the following referral information using secure electronic mail or fax to CONTRACTOR on **FS Referral Form (Exhibit A-4)**:
    - N.3.4.a Customer's CalSAWS Case Number, Customer's Last Name, Customer's First Name, Customer's working telephone number, Customer's mailing address, original COUNTY referral date and any additional information deemed necessary and relevant by the COUNTY.
    - N.3.4.b An electronic copy of the completed **ABCDM 228 Applicant's Authorization for Release of Information** if applicable (**Exhibit A-5**).
    - N.3.4.c For referrals in which the customer has only provided verbal permission to send the program referral, CONTRACTOR shall follow-up with obtaining the ABCDM 228 upon the initial intake and assessment. No services beyond the intake shall be provided until the release form is completed.
- N.4 **Program Staff**
  - N.4.1 Provide staff and administration to ensure the duties and responsibilities of COUNTY are met, including, but not limited to:
    - N.4.1.a COUNTY FS Analyst
    - N.4.1.b COUNTY FS Supervisors
    - N.4.1.c COUNTY FS Case Managers
    - N.4.1.d COUNTY CWES Program Managers

## HOUSING SUPPORT & FAMILY STABILIZATION PROGRAMS

### O. DATA REPORTING INSTRUCTIONS & SUBMISSION

- O.1 CONTRACTOR shall provide comprehensive programmatic reports on a monthly basis. Data provided shall include but is not limited to all data elements reported to the California Department of Social Services HSP-14 report and FSP-14 report.
- O.2 CONTRACTOR shall allow COUNTY to access, monitor, view, and run detailed reports on CONTRACTOR'S HMIS data for customers of both HSP and FS Programs.

**SCOPE OF SERVICES/PAYMENT PROVISIONS**

- O.3 All HSP14 reports shall be submitted electronically using secure methods to the contract monitor no later than the 10<sup>th</sup> day of the month following the month in which services are delivered.
- O.4 All Monthly HMIS data must be collected and summarized monthly for review with contract monitor at monthly case review meetings.
- O.5 **All items in this section referring to FSP are for the period of July 1, 2023 to June 30, 2024.**

**P. PAYMENT PROVISIONS**

County shall pay CONTRACTOR according to the terms set forth in **Exhibit BBB**, Section I. **PAYMENT BY COUNTY.**

- P.1 The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2023 through June 30, 2024 shall approximate two-million nine-hundred sixty thousand six-hundred eighty dollars (\$2,960,680.00).
- P.2 The total amount payable by COUNTY to CONTRACTOR for the period July 1, 2024 through June 30, 2025 shall approximate one-million seven-hundred and fifty thousand dollars (\$1,750,000.00).
- P.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed four-million, seven-hundred ten thousand six-hundred eighty dollars (\$4,710,680.00) as detailed in the **Budget (Exhibit CC)**.
- P.4 CONTRACTOR shall submit original signed invoices with the detailed supporting documentation to the County setting forth the amount claimed no less often than monthly by the 10<sup>th</sup> day of the month following the month in which services were performed.
  - P.4.1 The invoices shall contain the original signature of the person authorized to submit claims for payment, and any required documentation supporting the amount claimed shall be submitted with the invoice.
- P.5 The invoices for both programs shall be submitted on the form set forth in **Exhibit DD** for the period July 1, 2023 through June 30, 2024
- P.6 The invoices for both programs shall be submitted on the form set forth in **Exhibit DD-1** for the period of July 1, 2024 through June 30, 2025.
- P.7 All original signed invoices shall be submitted to the County Contract Manager as listed in Section C.

*(End of Exhibit AAA)*

**MONTEREY COUNTY  
DEPARTMENT OF SOCIAL SERVICES**

**ADDITIONAL PROVISIONS**

**I. PAYMENT BY COUNTY:**

**1.01 Monthly claims/invoices by CONTRACTOR:** Not later than the tenth (10<sup>th</sup>) 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 DD and Exhibit DD-1**.

**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 **July 10<sup>th</sup>**. **If the Final Invoice is not received by COUNTY by close of business on July 10<sup>th</sup>. 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:**

a) Allowable costs shall be the CONTRACTOR's actual costs of developing, supervising and delivering the services under this Agreement, as set forth in **Exhibit CC**. Only the costs listed in **Exhibit CC** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit CC**, must follow the Monterey County Auditor/Controller's Travel Policy [www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures](http://www.co.monterey.ca.us/govenment/departments-a-h/auditor-controller/policies-and-procedures) and should be invoiced the current per diem rates for lodging, meals, and mileage up to the rates listed online at [www.irs.gov](http://www.irs.gov).

**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 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 AAA**. CONTRACTOR shall meet the contracted level of service and the specified performance standards described in **Exhibit AAA**, unless prevented from doing so by circumstances beyond CONTRACTOR's control, including but not limited to, natural disasters, fire, theft, and shortages of necessary supplies or materials due to labor disputes.

**2.02 County monitoring of services:** COUNTY shall monitor services provided under this Agreement in order to evaluate the effectiveness and quality of services provided.

**2.03 Notice of defective performance:** COUNTY shall notify CONTRACTOR in writing within thirty (30) days after discovering any defects in CONTRACTOR's performance. CONTRACTOR shall promptly take action to correct the problem and to prevent its recurrence. Such corrective action shall be completed and a written report made to the COUNTY concerning such action not later than thirty (30) days after the date of the COUNTY's written notice to CONTRACTOR.

**2.04 Termination for cause:** Notwithstanding Section 7.02 of the Agreement, if the corrective actions required above are not completed and the report to the COUNTY not made within thirty (30) days, the COUNTY may terminate this Agreement by giving five (5) days' written notice to CONTRACTOR.

### **2.05 Remedies for Inadequate Service Levels:**

- a) For each month that service falls below 80% of the contracted level, CONTRACTOR shall submit to the COUNTY an analysis of the causes of the problem and any necessary actions to be taken to correct the problem. If the problem continues for another month, the COUNTY shall meet with CONTRACTOR to explore the problem and develop an appropriate written corrective action plan with appropriate time frames.

- b) If CONTRACTOR does not carry out the required corrective action within the time frame specified, sanctions shall be applied in accordance with funding source regulations.
- c) Notwithstanding Section 7.02 of the Agreement, if, after the COUNTY notifies CONTRACTOR of any sanctions to be imposed, CONTRACTOR continues in its failure to take corrective action, then COUNTY may terminate this contract by giving CONTRACTOR five (5) days' written notice.
- d) If all appropriate corrective actions are taken but service still falls 80% or more below contracted level, COUNTY and CONTRACTOR may renegotiate the contracted level of service.

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

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

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

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition;
- Establishing a drug-free awareness program to inform employees about all of the following:
  - 1) the dangers of drug abuse in the workplace;
  - 2) the organization's policy of maintaining a drug-free workplace;
  - 3) any available drug counseling, rehabilitation, and employee assistance programs;
  - 4) the penalties that may be imposed upon employees for drug abuse violations;
  - 5) requiring that each employee engaged in the performance of the contract or grant be given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

### III. CONFIDENTIALITY

CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with Welfare and Institutions (W & I) Code Sec. 10850, 45 CFR Sec. 205.50, and all other applicable provisions of law which provide for the confidentiality of records and prohibit their being opened for examination for any purpose not directly connected with the administration of public social services. Whether or not covered by W&I Code Sec. 10850 or by 45 CFR Sec. 205.50, confidential medical or personnel records and the identities of

clients and complainants shall not be disclosed unless there is proper consent to such disclosure or a court order requiring disclosure. Confidential information gained by CONTRACTOR from access to any such records, and from contact with its clients and complainants, shall be used by CONTRACTOR only in connection with its conduct of the program under this Agreement. The COUNTY, through the Director of the Department of Social Services, and his/her representatives, shall have access to such confidential information and records to the extent allowed by law, and such information and records in the hands of the COUNTY shall remain confidential and may be disclosed only as permitted by law.

#### IV. NON-DISCRIMINATION

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

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

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

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

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

- regulations issued under these sections; including **Title 22 California Code of Regulations 98000-98413**.
- **Federal Civil Rights Acts of 1964 and 1991** (see especially Title VI, 42 USC Secs. 2000d et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 CFR Part 80);
  - **The Rehabilitation Act of 1973**, Secs. 503 and 504 (29 USC Sec. 793 and 794), as amended; all requirements imposed by the applicable HHS regulations (45 CFR Parts 80, 84 and 91); and all guidelines and interpretations issued pursuant thereto;
  - **7 Code of Federal Regulations (CFR)**, Part 15 and **28 CFR** Part 42;
  - **Title II of the Americans with Disabilities Act of 1990** (P.L. 101-336), 42 U.S.C. Secs. 12101 et seq. and 47 U.S.C. Secs. 225 and 611, and any federal regulations issued pursuant thereto (see 24 CFR Chapter 1; 28 CFR Parts 35 and 36; 29 CFR Parts 1602, 1627, and 1630; and 36 CFR Part 1191);
  - **Unruh Civil Rights Act**, Calif. Civil Code Sec. 51 et seq., as amended;
  - **Monterey COUNTY Code**, Chap. 2.80.;
  - **Age Discrimination in Employment Act 1975**, as amended (**ADEA**), 29 U.S.C. Secs 621 et seq.;
  - **Equal Pay Act of 1963**, 29 U.S.C. Sec. 206(d);
  - **California Equal Pay Act**, Labor Code Sec.1197.5.
  - **California Government Code** Section 4450;
  - **The Dymally-Alatorre Bilingual Services Act; Calif. Government Code Sec. 7290 et seq.**
  - **The Food Stamp Act of 1977**, as amended and in particular **Section 272.6**.
  - **California Code of Regulations, Title 24, Section 3105A(e)**
  - **Removal of Barriers to Inter-Ethnic Adoption Act of 1996, Section 1808**

**4.04 Written assurances:** Upon request by COUNTY, CONTRACTOR will give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973 and/or the Americans with Disabilities Act of 1990, as may be required by the federal government in connection with this Agreement, pursuant to 45 CFR



Sec. 80.4 or 45 CFR Sec. 84.5, and 91; 7 CFR Part 15; and 28 CFR Part 35, or other applicable State or federal regulation.

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

**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. ADDITIONAL REQUIREMENTS

**5.01 Covenant Against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement. For breach or violation of this warranty, COUNTY shall have the right to terminate this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

**5.02 Debarment, Suspension and Fraud, and Abuse:** CONTRACTOR certifies to the best of its knowledge and belief, that it and any subcontractors:

- a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or State department or agency.
- b) Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain,

- or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses in 5.02(b).
  - d) Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.

CONTRACTOR shall report immediately to COUNTY in writing, any incidents of alleged fraud and/or abuse by either CONTRACTOR or its subcontractors.

CONTRACTOR shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by COUNTY.

CONTRACTOR agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the debarment/suspension status of any subcontractors.

## VI. CONTRACT ADMINISTRATORS

**6.01 Contract Administrator – CONTRACTOR:** CONTRACTOR hereby designates **Alexa Johnson** 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.

**6.02 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.

## VII. 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.

## VIII. 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.