

COUNTY OF MONTEREY STANDARD AGREEMENT

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

Housing Resource Center

(hereinafter “CONTRACTOR”).

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

1.0 GENERAL DESCRIPTION:

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

Provide: housing, case management, housing search, placement support, and rental subsidies for CalWORKs customers referred to the Housing Support and Family Stabilization programs.

2.0 PAYMENT PROVISIONS:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: \$ 3,500,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 1, 2023 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

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

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: See page 11(a) for a list of Exhibits

5.0 PERFORMANCE STANDARDS:

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

6.0 PAYMENT CONDITIONS:

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

7.0 TERMINATION:

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

- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. “Good cause” includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.
- 7.03 The County’s payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County’s purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

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

9.0 INSURANCE REQUIREMENTS:

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

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

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

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

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

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

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

☐ **Agreement Under \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☒ **Agreement Over \$100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

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

9.04 Other Requirements:

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

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

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

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.5 **Royalties and Inventions:** County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION:

- 11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

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

15.0 NOTICES:

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

FOR COUNTY:	FOR CONTRACTOR:
Lori A. Medina, Director	Alexa Johnson, Executive Director
Name and Title	Name and Title
1000 S. Main St., Suite 301, Salinas, CA 93901	60 W. Market St., Suite 130, Salinas, CA 93901
Address	Address
831-755-4430	831-424-9186
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

- 16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

- 16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 Counterparts.

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 Form: Delivery by E-Mail or Facsimile.

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

DocuSigned by:

By: _____

Department Head (if applicable)

Date: _____

7/5/2023 | 12:09 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: _____

DocuSigned by:

Stacy Saetta

C0ECE1B99F44409

County Counsel

Date: _____

6/1/2023 | 1:58 PM PDT

Approved as to Fiscal Provisions

By: _____

DocuSigned by:

Patricia Ruiz

E79EF64E57A94

Auditor/Controller

Date: _____

6/1/2023 | 2:16 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

Housing Resource Center

Contractor/Business Name *

By: _____

DocuSigned by:

[Signature]

7FF1D55044409

(Signature of Chair, President, or Vice-President)

Name and Title

Date: 5/31/2023 | 9:01 PM PDT

By: _____

DocuSigned by:

Kellie Morgantini

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: 6/1/2023 | 7:27 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

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

LIST OF EXHIBITS

Housing Resource Center

Exhibit A	Scope of Services/Payment Provisions
Exhibit A-1	Housing Support Program Guidelines
Exhibit A-2	Homeless Prevention Guidelines
Exhibit A-3	Housing Support Referral Form
Exhibit A-4	Family Stabilization Referral Form
Exhibit A-5	Authorization to Release Information – English & Spanish
Exhibit A-6	Case Closure Report
Exhibit A-7	Case Closure Letter Sample
Exhibit A-8	Case Denial Letter Sample
Exhibit B	DSS Additional Provisions
Exhibit C	Budget
Exhibit D	Invoice FY 2023-24
Exhibit D-1	Invoice FY 2024-25
Exhibit E	HIPAA Certification
Exhibit F	Lobbying Certification
Exhibit G	Audit & Recovery of Overpayment
Exhibit G-1	Schedule of County Programs
Exhibit H	Child Abuse & Neglect Reporting

SCOPE OF SERVICES/PAYMENT PROVISIONS

HOUSING RESOURCE CENTER OF MONTEREY COUNTY Housing Support Program and Housing Stabilization Program

- A. TOTAL FUNDING** \$ 3,500,000.00 (CFDA #93.558)
- B. CONTRACT TERM** July 1, 2023 to June 30, 2025
- C. CONTACT INFORMATION**
- County Contract Monitor: Monterey County Department of Social Services
Denise Vienne, Management Analyst
1000 S. Main Street, Suite 301 Salinas, CA 93901
Phone: (831) 755-4484 Fax: (831) 755-8477
vienned@co.monterey.ca.us
- Contractor Information: Housing Resource Center of Monterey County
Alexa Johnson, Executive Director
60 W. Market St., Suite 130 Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187
alexaj@hrcmc.org
- Location of Services: Housing Resource Center of Monterey County
60 W. Market St., Suite 130 Salinas, CA 93901
Phone: (831) 424-9186 Fax: (831) 424-9187
- D. CONTRACT AWARD INFORMATION**
- CONTRACTOR UEI Number: YD3NMRHL2DP3
Date County Awarded Funding: July 1, 2021
CFDA Passthrough Information and Dollar Amount: CFDA #93.558 **\$3,500,000.00**
Federal Award Description: Temporary Assistance for Needy Families (State Housing Support Program & Family Stabilization Program Allocations)
Research and Development: No
Indirect Cost Rate: 0%
- E. PURPOSE**
- The purpose of this agreement is to provide administrative and temporary housing subsidy funding to CONTRACTOR to provide housing case management, program housing search, placement support, and rental subsidies for CalWORKs customers referred to CONTRACTOR by COUNTY Department of Social Services for the Housing Support (HSP) and Family Stabilization (FS) programs.
- 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

SCOPE OF SERVICES/PAYMENT PROVISIONS

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 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.
- 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 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

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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 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 10th day of the month following the month in which services were performed using secure email.

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- 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 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.

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- 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 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

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- 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 compressive 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.
- 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

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- 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.
 - 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

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- 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.
 - 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

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- 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 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 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.

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- 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**
 - H.6.3.a Provide 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.

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- 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 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.
 - 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.

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- 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

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.

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- J.1 Reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th 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.

- 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.
- K.2 For FS program purposes, the COUNTY provides staff per the following FS Case Managers, FS Supervisors, and/or the FS Analyst.

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.

M. CONTRACTOR RESPONSIBILITIES

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

M.1 Administration

- 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

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- 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 10th 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.
 - 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.

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- 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.
 - 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

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- 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.
- 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**

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- 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 comprehensive 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.
- 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

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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 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**

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- 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 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.
 - 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

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- 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 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.
- 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).

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- 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. 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.

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- 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 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.
- 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

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- 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 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 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.
- 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- 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.
- O.3 All HSP14 reports shall be submitted electronically using secure methods to the contract monitor no later than the 10th 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.

SCOPE OF SERVICES/PAYMENT PROVISIONS

P. PAYMENT PROVISIONS

County shall pay CONTRACTOR according to the terms set forth in **Exhibit B**, 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 **one-million seven-hundred and fifty thousand dollars (\$1,750,000.00).**
- 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 **three-million, five-hundred thousand dollars (\$3,500,000.00)** as detailed in the **Budget (Exhibit C).**
- 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 10th 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 D** 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 D-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 A)

HOUSING SUPPORT PROGRAM GUIDELINES

A. PROGRAM BACKGROUND

The CalWORKs Housing Support Program (HSP), established by [Senate Bill \(SB\) 855 \(Chapter 29, Statutes of 2014\)](#), is intended to foster housing stability for families experiencing or at-risk of homelessness in the CalWORKs program. Per Welfare and Institutions Code (WIC) Section 11330.5(c), The HSP funding must be used to support projects that follow evidence-based housing interventions, including homelessness prevention services and/or the core components of rapid rehousing. Further, WIC Section 8256 requires that all state-funded housing programs, including HSP, operate in accordance with the core components of Housing First as enumerated in WIC Section 8255 and further outlined in All County Letter (ACL) 19-114.

B. PROGRAM ELIGIBILITY

The HSP eligibility is broadly defined by [WIC Section 11330.5](#) and includes CalWORKs recipients who are experiencing homelessness or 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.

C. ELIGIBLE CALWORKS RECIPIENTS

As further defined below, counties may now serve eligible families at-risk of homelessness. Refer to Attachment Two for best practices on homelessness prevention. Consistent with homeless assistance best practice, programs should evaluate funding and program capacity to prioritize serving people with the highest needs and vulnerabilities. Every effort should be made to serve all families in the CalWORKs program experiencing homelessness given expanded program funds.

The HSP identifies and targets the whole population of families in the CalWORKs Program experiencing homelessness regardless of housing and income barriers. Consistent with Housing First, programs should not create additional criteria for eligibility or exclude any population from being served. All CalWORKs recipient families are eligible to be served through HSP, including the following types of assistance units:

- C.1 **Welfare-to-Work (WTW)** | An assistance unit [AU] type that includes Single- Parent and Two-Parent households with an aided adult who is not exempt from work activities and not sanctioned.
- C.2 **Exempt** | An exemption excuses a CalWORKs participant from Welfare to Work requirements.
- C.3 **Child Only** | Cases in which only the children in an AU are aided due to the exclusion or ineligibility for cash aid of the AU parent(s).
- C.4 **Safety Net** | Cases in which only the children in an AU are aided due to the parent(s) being discontinued from cash aid because they reached their 48-month lifetime assistance limit.
- C.5 **Sanctioned** | The process by which adult(s) are removed from CalWORKs support because at least one failed to comply with WTW program requirements without good cause, and County staff compliance efforts failed. Eligible children in an AU continue to receive funding. This includes long-term sanctioned cases.

HOUSING SUPPORT PROGRAM GUIDELINES

- C.6 **CalWORKs Family Reunification (AB 429)** | The continuation of CalWORKs services when a child has been removed from the home and is receiving out-of-home care.
- C.7 **CalLearn** | Statewide program for pregnant and parenting teens in the CalWORKs program. It is designed to encourage pregnant and parenting teens to graduate from high school or its equivalent, become independent, and form healthy families.
- C.8 Per [WIC 11330.5\(h\)](#), counties may continue to provide housing supports to a CalWORKs recipient who is discontinued because they no longer meet the income eligibility requirements of Section 11450.12.

D. DEFINITION OF HOMELESSNESS

The CalWORKs HSP funding must be used to assist families in the CalWORKs program who are experiencing homelessness pursuant to the U.S. Department of Housing and Urban Development (HUD) definition in [24 CFR section 91.5 under “Homeless” Sections \(1\)-\(4\)](#) and in [Attachment Two: Definition of Homelessness, Prioritization and HSP 14 of All County Welfare Directors Letter \(ACWDL\) dated May 13, 2021](#).

E. DEFINITION OF AT-RISK HOMELESSNESS

- E.1 For the purposes of HSP, a person is defined as “at-risk of homelessness” when they:
 - E.1.1 are experiencing housing instability, 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;
 - E.1.2 have no subsequent permanent residence secured; and
 - E.1.3 lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.
- E.2 This definition of “at-risk of homelessness” is inclusive of, but not limited to the HUD definition of “at-risk of homelessness” under [24 Code of Federal Regulations section 91.5](#). This means participants who meet the HUD definition of “at-risk of homelessness” shall be deemed “at-risk of homelessness” under the definition set out in this section.
- E.3 Consistent with homeless assistance best practice, programs should evaluate funding and program capacity to prioritize serving people with the highest needs and vulnerabilities. See Attachment Two for more on homelessness prevention targeting and prioritization.
- E.4 At-Risk Self-Attestation
 - E.4.1 **Families shall be allowed to self-attest that they meet the definition of “at-risk of homelessness” in this section.** No additional verification or documentation demonstrating that a family meets the definition of “at-risk of homelessness” is needed; counties shall not require further evidence for the purposes of HSP enrollment. This self-determination assumes that families in the CalWORKs program who are at-risk of homelessness are already more vulnerable to homelessness than the general population.
 - E.4.2 Once a family has met the “at-risk of homelessness” definition in this section, counties may assess for other criteria indicative of vulnerability related to risk of homelessness for further prioritization.

HOUSING SUPPORT PROGRAM GUIDELINES

F. DEFINITIONS AND EXAMPLES OF HOMELESS VS PREVENTION ASSISTANCE

F.1 Grantees will be asked to report on their use of funds for prevention. See the table below, which provides definitions and examples to help clarify whether assistance should be tracked and reported as “homeless assistance” vs. “homelessness prevention assistance”.

Type	Definition	Example	Homeless vs Prevention Assistance
Literally Homeless*	Updated in ACWDL dated May 13, 2021 , HSP follows the HUD definition of homeless in 24 CFR section 91.5 .	Example 1: Family living in a car for any amount of time. Example 2: Family residing in/exiting Project Roomkey or other shelter setting.	Homeless Assistance. Participants within this definition of homelessness do not contribute toward spending on homelessness prevention.
At Imminent Risk of Homelessness	Updated in ACWDL dated May 13, 2021 , HSP follows the HUD definition of homeless in 24 CFR section 91.5 , which includes families who will imminently lose housing within 14 days as homeless: An individual or family who will imminently lose their primary nighttime residence, provided that: The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance; No subsequent residence has been identified; and The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks needed to obtain other permanent housing;	Example 1: Family is couch surfing with a friend but has been asked to leave in a week and has no other support or resources. Example 2: Family with a 3-day pay or quit notice in hand and has no other support or resources.	Homeless Assistance. Participants within this definition of homelessness do not contribute toward spending on homelessness prevention.

HOUSING SUPPORT PROGRAM GUIDELINES

Type	Definition	Example	Homeless vs Prevention Assistance
At-Risk of Homelessness**	<p>A client is “at-risk of homelessness” when they: are experiencing housing instability, 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; have no subsequent permanent residence secured; and lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.</p> <p>Participants shall be allowed to self-attest that they meet this definition.</p> <p>This definition of “at-risk of homelessness” is inclusive of, but not limited to, the HUD definition of “at-risk of homelessness” under 24 CFR section 91.5. This means participants who meet the HUD definition of “at-risk of homelessness” shall be deemed “at-risk-of homelessness” under the definition set out in this section.</p>	<p>Example 1: Family has been couch surfing for months, but identifies concern about the stability of their current situation since they will likely need to leave within the next month and has no other support or resources.</p>	<p>Homelessness Prevention Assistance.</p> <p>Participants within this definition of at-risk of homelessness are counted towards spending on homelessness prevention.</p>

*Effective May 13, 2021, the HSP definition of homelessness was updated to the [HUD definition in 24 CFR section 91.5 under “Homeless” Sections \(1\)-\(4\)](#).

**Effective as of the date of this letter.

G. PROGRAM SERVICE TYPES

Per [Welfare and Institutions Code \(WIC\) Section 11330.5\(c\)](#), HSP funding must be used to support projects that utilize evidence-based housing interventions, including [homelessness prevention services](#) and/or the [core components of rapid rehousing](#).

G.1 Rapid Rehousing Core Components

Rapid rehousing program standards are detailed below for each of the three core components. While a household that is rapidly rehoused is not required to utilize all [three core components](#), counties operating HSPs **must offer** program participants all three core components of rapid rehousing, utilizing a Housing First approach:

G.1.1 **Housing identification:** Activities under this core component include, but

HOUSING SUPPORT PROGRAM GUIDELINES

- are not limited to, recruiting landlords with units in the communities and neighborhoods where program participants want to live and negotiating with landlords to help program participants access housing.
- G.1.2 **Rent and move-in assistance:** Activities under this core component include, but are not limited to, paying for security deposits, move-in expenses, rent, and utilities. Rent and move-in assistance should be flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to transition immediately out of homelessness and to stabilize in permanent housing.
- G.1.3 **Case management and services:** The goals of rapid re-housing case management are to help participants obtain and move into permanent housing, support participants with housing stability, and connect them to community and mainstream services and supports if needed. Housing-related case management should begin at entry into the program and continue throughout until a family is stably housed. Housing-related case plans should be developed in close coordination with the CalWORKs and any other (e.g., child welfare) case plans in addressing a family's needs. **Housing-related case management should complement, but not replace or supplant traditional CalWORKs case management.**
- G.1.4 The [core components of rapid rehousing](#) can be provided by a single agency or in partnership with other agencies. The core components of rapid rehousing were developed in collaboration with, and endorsed by, the United States Interagency Council on Homelessness (USICH), the Department of Housing and Urban Development (HUD), and the Department of Veterans Affairs (VA).
- G.2 **Homelessness Prevention Assistance**
Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. **This may include rental or utility arrears, late fee payments, first month's rent and/or security deposits, landlord mediation, repairs, connection to housing stabilization services, habitability/accessibility improvements, and housing navigation.** Refer to Attachment Two for more information expanding HSP programming to serving families at-risk of homelessness.

H. PROGRAM PRIORITIZATION

- H.1 To ensure that funding remains prioritized for those with the highest vulnerabilities, CDSS expects that counties use the majority of funds to support people experiencing homelessness. **Counties are encouraged to limit overall spending on homelessness prevention assistance for families at-risk of homelessness to no more than 30 percent of the allocation, refer to the table above for definitions and examples of homeless assistance versus prevention Assistance.**
- H.2 Counties unable to serve all eligible families in the CalWORKs program who are experiencing or at-risk of homelessness should use a prioritization framework and assessment to determine assistance and may not allow individual case managers to

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- determine prioritization on a case by case basis. It is critical that prioritization criteria are consistent and not subject to the bias of an individual case manager or staff.
- H.3 Counties should include their prioritization framework in written program policies to ensure consistent application across the program and to assist CDSS in understanding best practices across the state.
 - H.4 It is important to note that families in the CalWORKs Program are likely already more vulnerable to homelessness than the general population. Given that HSP serves CalWORKs families, HSP by design is targeting services to those at increased risk of homelessness. Prioritization or assessment processes should incorporate the following principles, regardless of the tool used:
 - H.4.1 **Be applied consistently** across the program and should not rely on the social worker's individual determination of who to serve.
 - H.4.2 Incorporate factors that are evidence-based or promising best practices, such as targeting services to those most at-risk of homelessness.
 - H.4.3 Delivered and framed in **an easy-to-understand and trauma-informed** manner that centers the client's needs, including the timing of the assessment components or conducting the assessment in multiple stages if the client is in crisis and/or hesitant to engage. Counties are strongly encouraged to use data that may already have been collected to inform the assessment process and to avoid repetitive or traumatic questions.
 - H.4.4 Adopt a **racial equity lens and framework**. The [Centre for Social Data Analytics](#) and the [Government Alliance for Race and Equity](#) recommends testing assessment process against questions such as: Is the assessment tool equally predictive and useful for all racial groups? When applying the tools, what will this mean for a person? Who will gain and who will be burdened? What information has already been gathered about how the tool impacts people of color?
 - H.4.5 Reduce barriers to entry and participation to the degree possible, versus being a tool to primarily screen people out.
 - H.4.6 Be used to assist families in obtaining housing that prioritizes client choice, considering the family's needs and preferences.
 - H.4.7 Offers and provides [reasonable accommodations](#) to people with disabilities.

I. HOUSING FIRST

- I.1 The HSPs must be operated in accordance with Housing First principles. [WIC Section 8256](#) requires that all state-funded housing programs operate in accordance with the core components of Housing First as enumerated in [WIC Section 8255](#) and further outlined in [ACL 19-114](#).
- I.2 Housing First means that families should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness."
- I.3 CDSS has developed and previously requested that counties complete a Housing First Self-Assessment to support counties in assessing their adherence to and adoption of Housing First, and identify areas for development. CDSS reserves the right to request

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that counties complete a Housing First Self-Assessment throughout the technical assistance process. For example, this may be requested from counties establishing new programs or when a Housing First practice requires improvement or refinement. This Housing First Self-Assessment is an important tool for HSP counties to use through their continuous quality improvement practices and can be found in the [ACWDL dated August 2, 2018](#) and was developed using the:

- I.3.1 Housing First core components in [WIC Section 8255](#);
- I.3.2 [U.S. Interagency Council on Homelessness \(USICH\) Housing First Checklist](#)
- I.3.3 [U.S. Department of Housing and Urban Development \(HUD\) Housing First Assessment Tool](#)
- I.3.4 [Corporation for Supportive Housing \(CSH\) Checklist](#)

J. COLLABORATION ON THE HOMELESS RESPONSE SYSTEM

- J.1 Counties operating HSP are required to coordinate with their homelessness response system, including participation in the local homelessness Continuum of Care (CoC), Coordinated Entry System (CES), and Homeless Management Information System (HMIS) to understand and meet the needs of the local community as well as to understand and address racial disproportionality for people experiencing homelessness.
- J.2 Counties are also strongly encouraged to collaborate with other partners, such as local child welfare, behavioral health and emergency response systems, local [Medi-Cal managed care plans](#), Public Housing Authorities (PHAs), educational and family resource networks, domestic violence agencies, legal aid organizations, and other relevant networks to maximize available funding and connect participants to additional resources and supportive services. Information on these collaborations will be requested in future program updates. Counties may use HSP funds to establish specific positions to support the coordination of these systems.

K. RACIAL EQUITY

- K.1 CDSS requires counties to commit to addressing racial disproportionality for people experiencing homelessness and ensuring equitable provision of services for Black and Indigenous people and other people of color. Black and Indigenous people experience homelessness at significantly higher rates than whites, largely due to long-standing historical and structural racism. In California, Black people account for seven percent of the general population, but represent more than 31 percent of people experiencing homelessness. The disproportionality in homelessness is a by-product of systemic inequity – racism continues to perpetuate disparities in critical areas that impact rates of homelessness, including poverty, segregation/rental housing discrimination, incarceration, and access to health care.
- K.2 Additionally, per [Government Code Section 8899.50](#), each county must also operate its HSP in a manner that affirmatively furthers fair housing. This means that HSP must be operated in a way that takes “meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics.”
- K.3 Counties should review demographic data of HSP and CalWORKs participants to

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- understand how program demographics compare to the racial and ethnic makeup of low income and unhoused families. This information can provide initial insight on racial inequity within programming and should inform strategies for addressing racial equity.
- K.4 Counties should review the reports and resources below for examples of how housing and homelessness programs have incorporated racial equity into programming.
 - K.5 Counties are encouraged to seek meaningful input and participation from current and former CalWORKs recipients, including recipients of color that to go beyond identifying disparities to try to identify causes of such disparities from individuals with lived experiences. Additionally, CDSS will provide technical assistance opportunities to help counties address racial equity within HSP programming. The HSP funds can be used to support efforts such as a racial equity analysis or plans for HSP.
 - K.6 Counties are encouraged to review the following reports and resources: Reports
 - K.6.1 [Racial Inequalities in Homelessness, by the Numbers](#)
 - K.6.2 [Supporting Partnerships for Anti-Racist Communities \(SPARC\) Phase One Study Findings](#)
 - K.6.3 [A Brief Timeline of Race and Homelessness in America](#)
 - K.6.4 [Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness](#)
 - K.6.5 [Equity-Based Decision-Making Framework](#)
 - K.6.6 [Framework for an Equitable COVID-19 Homelessness Response](#)
 - K.6.7 [Advancing Racial Equity through Assessments and Prioritization \(HUD\)](#)
 - K.6.8 CA Housing and Community Development's [Guidance on Affirmatively Furthering Fair Housing](#).
 - K.6.9 CA Business Consumer Services and Housing Agency's [data portal](#).

L. TECHNICAL ASSISTANCE (TA)

- L.1 Training and technical assistance (TA) will be provided to support counties in establishing, developing, and improving their HSP and to facilitate statewide information-sharing. The TA opportunities include one-on-one calls and email correspondence as well as in-person or virtual learning collaboratives focused on identifying and meeting the needs of HSPs throughout the state. CDSS may designate specific TA or training as mandatory, including for specific staff, such as program leads.
- L.2 The TA and training topics may include strategies for strengthening outreach, case management, advocacy, housing navigation, homelessness prevention services, as well as local workforce development, streamlining administrative efficiencies, advancing equity on a systems level, and improving collaboration with the local homelessness response system. The TA and training may be conducted by CDSS or a CDSS designated contractor. Additionally, programs may utilize HSP funds to provide program-specific training in areas identified by the county or CDSS to support continuous quality improvement.
- L.3 Based on feedback from current counties, CDSS plans to establish cross-program opportunities for TA engagement. CDSS has started hosting joint office hours to address questions across various CDSS-funded programs, rather than holding separate program-specific sessions.

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M. DATA REPORTING AND INTEGRATION

Data collection, progress monitoring, and outcome reporting are essential and mandatory elements of the HSP. Data needs should be considered when deciding on staffing, training, and program design. Successful data integration goes beyond completing program data reports and requires building relationships with HMIS administrators, service providers, and other entities that are part of the data integration process.

M.1 HSP-14/Monthly Reporting

M.1.1 Counties are required to provide aggregate level-data on a monthly basis via the HSP-14 report which is to be submitted via the (admReportHSP14@dss.ca.gov).

M.2 Interim HSP-14 Reporting Update

M.2.1 With adoption of the Department of Housing and Urban Development (HUD) definition of Homelessness in [24 CFR section 91.5 under “Homeless” Sections \(1\)-\(4\)](#) and definition of at-risk of homelessness within this letter, CDSS is providing interim reporting guidance on select elements of the HSP-14 to accommodate the expansion of program eligibility. **To further implement this change, additional instructions and updates regarding reporting in the HSP-14 will be provided under separate cover.** In the interim, for reporting families under **Item 9** in the HSP-14, the family’s residence status at time of approved request/referral:

M.2.2 For anyone who meets homeless definitions 24 CFR section 91.5 under “Homeless” (1)(ii) and (1)(iii) should be reported in Item 9.a.1. “Family has a primary nighttime residence that is a supervised publicly or privately-operated shelter designed to provide temporary living accommodations” (cell 24).

M.2.3 For anyone who meets homeless definitions 24 CFR section 91.5 under “Homeless” (1)(i) should be reported in Item 9.a.2. “Family resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings” (cell 25).

M.2.4 For anyone who meets homeless definitions 24 CFR section 91.5 under “Homeless” (2), (3), and (4) or the definition of at-risk of homelessness as defined under Attachment One: Program Eligibility above should be reported in Item 9.b. “Family is in receipt of judgement for eviction, as ordered by the court” (cell 26).

M.2.4.a **Note:** HSP eligibility **is not** contingent on receipt of judgement for eviction. Refer to Program Eligibility section above for expanded eligibility for HSP.

M.3 Homeless Management Information System

M.3.1 [Effective July 1, 2020](#), counties (or their contracted partners) operating an HSP are required to enter all HSP participants into the local Homeless Management Information System (HMIS) to better align HSP with the broader homelessness response system. The HMIS is a critical part of an effective Coordinated Entry System and system-wide approach to homelessness and can help communities better match people with resources and interventions; understand their community need, populations served,

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interventions needed, and outcomes; as well as identify intersections and gaps in services.

M.4 Assembly Bill (AB) 977 Data Reporting Requirements

M.4.1 [Assembly Bill 977, Chapter 397, Statutes of 2021](#) includes additional requirements of utilization of HMIS for HSP. Beginning on January 1, 2023, a county or entity operating HSP, as a condition of receiving state funds, shall enter the Universal Data Elements (Items 3.01–3.917) and the Common Data Elements (Items 4.02–4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the United States Department of Housing and Urban Development [Homeless Management Information System Data Standards](#). The HSP grantees should follow HUD guidance on HMIS project set-up for HSP as an HMIS project and collect the appropriate data elements.

M.4.2 Grantees should collaborate with their CoC's HMIS lead to ensure proper project setup. Any county that does not already collect and enter these data into the local HMIS shall, upon request, receive technical assistance and guidance from staff of the Interagency Council on Homelessness and, as available, from federal partners, including, but not limited to, the United States Department of Housing and Urban Development. To request technical assistance, counties may either contact the Council directly at HCFC@BCSH.ca.gov or they may send their request to Housing@dss.ca.gov and CDSS staff will coordinate the facilitation of any necessary technical assistance between the county and Council staff. Additional guidance regarding AB 977 requirements and implementation will be provided under separate cover.

N. **PROGRAM PERFORMANCE AND EVALUATION**

Counties are expected to regularly measure, monitor, and communicate program impact and performance. Counties should establish and consistently track performance benchmarks, including the [best practice Rapid Rehousing Performance Benchmarks](#) below, and collect data to measure progress and to inform continuous quality improvements:

N.1 Reduce the length of time program participants spend homeless

N.1.1 For a program to meet this performance benchmark, households served by the program should move into permanent housing in an average of 30 days or less.

N.2 Exit households to permanent housing

N.2.1 For a program to meet this performance benchmark, at least 80 percent of households that exit a rapid re-housing program should exit to permanent housing.

N.3 Limit returns to homelessness within a year of program exit

N.3.1 For a program to meet this performance benchmark, at least 85 percent of households that exit a rapid re-housing program to permanent housing should not become homeless again within a year.

N.4 Programs should consider:

N.4.1 Number of families with increased income at exit

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- N.4.2 Number of families exiting CalWORKs due to over-income
 - N.4.2.a **Note:** Per [WIC 11330.5\(h\)](#), counties may continue to provide housing supports to a CalWORKs recipient who is discontinued because they no longer meet the income eligibility requirements of Section 11450.12.
- N.4.3 Number of families with improved employment or educational circumstances at exit
- N.4.4 Participant satisfaction metrics
- N.4.5 Equity data including:
 - N.4.5.a race and ethnicity of participants,
 - N.4.5.b disability status of participants,
 - N.4.5.c primary language of participants, and
 - N.4.5.d geographic location/distribution where housing is preserved or obtained
- N.5 There are other indicators that may be helpful in evaluating program performance and impact, such as length of time between referral and enrollment, between enrollment and placement in interim housing, or number of participants housed and unhoused at program enrollment. CDSS will continue to provide further guidance, including through technical assistance, on how to set and monitor program performance indicators.
- N.6 CDSS will conduct ongoing monitoring of program performance using program data, claiming information, and updates submitted by counties. Consistent with evidence-based programming, CDSS aims to utilize outcomes data to inform future funding.
- N.7 Therefore, counties are encouraged to use data to conduct their own program management, oversight, and continuous quality improvement.

O. FORMAL STATEWIDE EVALUATION

Counties must also participate in activities related to any formal HSP evaluation, such as submitting data and logic models, conducting data reviews and cleaning, and/or participating in interviews, surveys and focus groups. Data sharing agreements with HMIS administrators may be required for efforts such as a formal evaluation. Counties may use HSP funds to support requirements related to a formal evaluation.

P. PROGRAM COMPLIANCE

Should CDSS become aware that a county is not operating the HSP consistent with statutory requirements or formal guidance issued by CDSS, the Department will notify the county that they shall amend their program within a specified timeline in order to come into compliance. CDSS will provide technical assistance to support counties and to ensure that programs are operated consistent with evidence-based practices and may request more regular program updates to reflect program compliance.

- P.1 Examples of non-compliance may include, but are not limited to, failing to offer housing support and assistance as described in [WIC Section 11330.5](#) and [ACWDL dated May 13, 2021](#), or violating housing first requirements as described in [WIC Section 8255](#) and [8256](#) and further outlined in [ACL 19-114](#).
- P.2 CDSS acknowledges that program targets and budgets are projections and may be

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subject to change given the dynamic nature of homeless assistance. CDSS is available to provide technical assistance to help counties meet their targeted number of families to house and maximize direct financial assistance.

P.3 Notice of Program Interruption to CDSS

P.3.1 Counties must notify CDSS in writing at least thirty days in advance of any temporary or permanent interruption to HSP services for any reason, including fully spending their allocation.

GUIDELINES ON HOMELESS PREVENTION

A. BACKGROUND

The HSP eligibility has been expanded to include families in the CalWORKs program who are at-risk of homelessness or who are recently homeless. This expansion may significantly impact how counties design and contract the program.

B. TYPES OF HOMELESS PREVENTION ASSISTANCE

Preventative services and assistance are varied and can include any preventative measure that will save a tenancy, help families regain stability in their current housing, or move and achieve stability in a new housing location. **This may include rental or utility arrears, late fee payments, security deposits, rental assistance, landlord mediation, repairs, habitability/accessibility improvements, and housing navigation and relocation.**

C. TARGETING HOMELESSNESS PREVENTION ASSISTANCE

According to the National Alliance to End Homelessness (NAEH) [Prevention Targeting 101](#), while homelessness prevention refers to a broad category of services, research shows that homelessness prevention is more effective when targeted to the people who are most likely to fall into homelessness in the absence of preventative assistance. **Therefore, among families eligible for homelessness prevention assistance due to being at-risk of homelessness, counties should prioritize serving families with the greatest risk factors for homelessness, including households with multiple risk factors as listed below.**

- C.1 Targeting households who are closer to the anticipated loss of housing increases the chances they will actually need financial assistance from the homeless assistance system in order to stay out of shelter. The more time a household has until their housing situation ends, the more likely it is they will find a workable solution for their current situation that does not require assistance. For this reason, households that have come seeking emergency shelter but may still be in their own housing situation are often good candidates for receiving homelessness prevention assistance.
- C.2 The Homeless Management Information System (HMIS) or similar data collection system can provide the data the program needs to further identify and target service needs.
- C.3 Counties should consider targeting homelessness prevention assistance to households that have risk factors for housing instability and homelessness. Some risk factors to consider include:
 - C.3.1 Single parent households
 - C.3.2 Households with children under two
 - C.3.3 Disabilities in the household
 - C.3.4 Criminal records
 - C.3.5 History of conduct notices or other lease violations
 - C.3.6 Past evictions
 - C.3.7 Pregnancy
 - C.3.8 Number of and length of previous homeless episodes
 - C.3.9 Immediate crises such as domestic abuse
 - C.3.10 Living situation prior to entering the homeless assistance system (doubled up or not being a leaseholder)
 - C.3.11 Employment status

GUIDELINES ON HOMELESS PREVENTION

- C.3.12 Household size and membership (presence of children, their ages, etc.)
- C.4 Without using available shelter data in selecting homelessness prevention assistance criteria, communities may run a higher risk of inadvertently serving people who would never have become homeless in the first place, limiting the resources available to households that truly need them. The National Alliance to End Homelessness [Prevention Targeting 101](#) briefing includes factors for consideration for programs without access to shelter data.

D. EVICTION PREVENTION

- D.1 Eviction prevention is distinct from homelessness prevention in that it is not narrowly targeted to only those households who are at-risk of homelessness due to a potential eviction. Homelessness prevention efforts often include eviction prevention strategies such as short term or one-time financial assistance payments, including payment of back rent, but may also offer more substantial case management or other supportive services.
- D.2 Eviction prevention strategies for CDSS programs, including HSP, during COVID-19 are outlined in [ACWDL dated January 14, 2021](#), and information on requirements for HSP to leverage federal and state rent relief resources is outlined in the section below.

E. REPORTING REQUIREMENTS ON FOR HOMELESS PREVENTION

- E.1 Effective prevention programs for families at-risk of homelessness may require a different set of interventions, outreach efforts, processes, contractors, data collection, and community partners than those established for homeless assistance interventions. Counties should consider how the program may need to be adapted to incorporate this new intervention type. Further, counties should develop internal monitoring systems to track overall spending on prevention.
- E.2 In the required program updates, counties will be asked to report on homelessness prevention services, including how those services are being delivered according to best practices. Counties will also be asked to report on their use of funds for homelessness prevention.



CalWORKs Housing Support Program (HSP) Referral Form

Date: _____
 Case Name: _____
 Case Number: _____
 CW Aid Code: _____

DEMOGRAPHIC INFORMATION:

Household (HH) Name: _____
Last, First, Middle
DOB
Phone/Contact Number (Required)

Primary Language: _____ Total # in HH: _____ Email: _____

Comments or
Landlord Contact:

SECTION I: *Family must be homeless or imminently lose their residence within 14 days of application.

1. Is family currently homeless? Yes ☐ Continue to #3, then Section II
 No ☐ Continue to #2
2. Will the family imminently lose their primary nighttime residence within 14 days and have no subsequent residence identified? Yes ☐ Date must vacate: _____ (Provide landlord contact in comment box above)
 No ☐ STOP**
3. Address: _____
Client Address/Living Location/Shelter Name
City
Zip Code

*Homelessness and imminent risk of homelessness is defined by 24 CFR section 91.5 under Homeless. ** STOP: HH is potentially not eligible for HSP; upload form to images, enter case comments in journal, and evaluate HH for other supportive programs.

SECTION II:

1. Does HH have income other than CalWORKs grant? (e.g., UIB, SDI, SSA, Workers' Compensation, Subsidized Housing, etc.) Yes ☐ Continue to #2, then to Section III
 No ☐ Continue to Section III
2. Total Monthly HH Income/Subsidized Housing \$ _____ ☐ Earned ☐ Unearned ☐ Subsidized Housing

SECTION III: HH must authorize release of information for HSP provider. If HH is not present to sign form ABCDM 228 at time of referral, verbal consent can be obtained until program provider can complete follow up during program intake.

Is HH able to sign ABCDM 228? Yes ☐ Have HH sign ABCDM 228 and attach copy to email
 No ☐ Obtain verbal authorization to begin referral and inform HH that HSP provider will require a signed release upon program intake

Referred By: _____
Worker Name and Title
Email
Date

Other Housing Assistance Issued: Temporary Homeless Assistance: No ☐ Yes ☐ Dates: _____
 Permanent Homeless Assistance: No ☐ Yes ☐ Dates: _____

SECTION IV: Welfare-To-Work (WTW) - Is HH member an active or sanctioned participant?

Is there a WTW HH member? No ☐ **Submit for HSP Processing** **Submit to HSP** Form is complete upon email submission
 Yes ☐ **Submit CWES for Family Stabilization review** **FSP Review** You will be notified of outcome after the review.

For Use by CWES FS Staff Only

FS Review By: _____
Worker Name and Title
Email
Date

☐ FSP Eligible: Re-diverted to FS for services **Reject HSP**
☐ FSP Ineligible: Return to HSP for services **ReSubmit to HSP**

Indexing: Scope = Case; Category = Service Arrangements; Type = Referral: Service/Activity/Job Order

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

COUNTY OF MONTEREY

Date:
Case Name:
Case Number:
Worker Name:
Worker ID:
Worker Phone Number:

Service Referral

Salinas Employment Services
730 LA GUARDIA ST
SALINAS, CA 93905-3354

CUSTOMER NAME
ADDRESS LINE 1
ADDRESS LINE 2

Customer Name: _____
Need Category: _____
Need Type: _____
Need Description: Referral to HRC

Provider and address:
Housing Resource Center of Monterey County
Suite 130
60 W MARKET ST
SALINAS, CA 93901-2655

Children	Age
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Comments:

STATE OF CALIFORNIA HEALTH AND WELFARE AGENCY

DEPARTMENT OF SOCIAL SERVICES

CASE #: _____

EC #: _____

**AUTHORIZATION FOR
RELEASE OF INFORMATION****To: HOUSING RESOURCE CENTER**
(AGENCY OR INDIVIDUAL FROM WHOM INFORMATION IS REQUESTED)

I, _____, RESIDING AT
_____ HEREBY AUTHORIZE YOU TO
RELEASE TO THE **DEPARTMENT OF SOCIAL SERVICES** SPECIFIC INFORMATION REQUESTED
BY THIS AGENCY CONCERNING: **CalWORKs case status, housing/shelter service needs as well
as related case management information.**

I FURTHER AUTHORIZE THE SHARING OF INFORMATION BETWEEN BOTH AGENCIES
REGARDING MY CalWORKs CASE. THIS INFORMATION IS NEEDED FOR THE FOLLOWING
PURPOSE: **To refer and monitor participation and progress in Housing Resource Center services.**

DISCLOSURE IS AUTHORIZED FOR THE PERIOD OF: 12 months from signature date.

I HAVE THE RIGHT TO REVOKE THIS AUTHORIZATION AT ANY TIME.

THIS FORM WAS COMPLETED IN ITS ENTIRETY AND WAS READ BY ME (OR READ TO ME) PRIOR TO SIGNING.

SIGNATURE OF CalWORKs CUSTOMER		DATE
BIRTH DATE	MOTHER'S MAIDEN NAME	

ABCDM 228 HRC_HSP, Release of Information, Housing Resource Services (7.24.14)

DISTRIBUTION: EMAIL copy to 501- Housing Support Program
HARD COPY: customer
C-IV VIRTUAL PRINT TO: Service Arrangements, Referral: Service/ Activity/Job Order, Case

STATE OF CALIFORNIA HEALTH AND WELFARE AGENCY

DEPARTMENT OF SOCIAL SERVICES

CASE #: _____

EC #: _____

AUTORIZACION DEL SOLICITANTE PARA DAR INFORMACION**To: HOUSING RESOURCE CENTER**
(AGENCIA O INDIVIDUO DE QUIEN SE SOLICITA INFORMACION)

Yo, _____, RESIDO EN
_____ AUTORIZO A DAR
INFORMACION AL **DEPARTAMENTO DE SERVICIOS SOCIALES** INFORMACION ESPECIFICA
SOLICITADA POR ESTA AGENCIA SOBRE: **estado del caso CalWORKs, necesidades de servicios
de vivienda/refugio, así como información relacionada al caso.**

AUTORIZO EL INTERCAMBIO DE INFORMACION ENTRE AMBAS AGENCIAS EN CUANTO A MI
CASO DE CalWORKs. ESTA INFORMACION ES NECESARIA POR LA SIGUIENTE RAZON: **Para
consultar y monitorear la participación y progreso de los servicios de Housing Resource Center.**

ESTA DECLARACION ES VIGENTE POR EL PERIODO DE: 12 meses desde la fecha que se firma.
YO TENGO EL DERECHO DE CANCELAR ESTA AUTORIZACION EN CUALQUIER MOMENTO.

ESTE FORMA FUE COMPLETADA Y LEIDA POR MI (O LEIDA PARA MI) EN SU TOTALIDAD ANTES DE FIRMARLA.

FIRMA DEL CLIENTE DE CalWORKs		FECHA
FECHA DE NACIMIENTO	NOMBRE DE SOLTERA DE LA MADRE	

ABCDM 228 HRC_HSP, Release of Information, Housing Resource Services (7.24.14)

Monterey County

CalWORKs Housing Support/Family Stabilization Programs

Case Closure Report

Case Name: _____ Program: ☐ HSP ☐ FSP

DSS Referral Date: _____ DSS Case Number: _____

HRC Referral Date: _____ HMIS Case Number: _____

First Appointment Date: _____ Closure Date: _____

1. This case is being discontinued for the following reason: (Select one)

- ☐ **Housing Stabilized:** Family's housing has stabilized
Date Client was Permanently Housed: _____
- ☐ **Other Program:** Family has entered another housing program
Housing Program Name or Provider: _____
- ☐ **No Active CalWORKs:** Family does not have an active CW participant, except if due to over income
Discontinue date: _____
- ☐ **Program Criteria Not Met:** Family has not met program criteria or complied with service agreement terms
Attach Case Closure Letter with Explanation
- ☐ **Moved:** Family moved out of Monterey County
New County of Residence: _____
- ☐ **Unknown/Unreachable:** Family was unreachable or current whereabouts are unknown
Attach documentation of attempts to reach family
- ☐ **Other/Withdraw:** Other reasons including request to withdraw from program
Explanation: _____

2. Housing Situation at Time of Case Closure: (Select one) Date Determined: _____

PERMANENT HOUSING

- ☐ Non-Subsidized Housing
- ☐ Subsidized (non-HSP) Housing
- ☐ Retained After Court Ordered Eviction
- ☐ Shared with Family/Friends
- ☐ Unknown
- ☐ Other: _____

NON-PERMANENT HOUSING

- ☐ Subsidized (non-HSP) Housing
- ☐ Shared with Family/Friends
- ☐ Shelter
- ☐ Non-Habitable/Homeless
- ☐ Unknown
- ☐ Other: _____

*****REQUIRED*****

Program Return Eligibility:

- ☐ YES - ok to re-enroll to program ☐ CONCERNS - program consult required prior to re-enrollment

Report Completed By: _____

Date: _____

Phone Number: _____



January 01, 2021

Dear Customer Name,

The Housing Resource Center of Monterey County (HRC) is the provider of CalWORKs Housing Support Program services for Monterey County. Your file/referral has been reviewed and will be closed at this time as per our CalWORKs Housing Support Program participation guidelines that you agreed to upon entering the program.

The specific program reasons for this action are as follows:

- Consistently did not provide income verification documents needed for housing applications (Staff requested on _____, _____, and _____)
- Consistently did not complete/submit housing search logs to assist in your housing search (dates missed are _____, _____, _____, and _____)
- No longer an active CalWORKs participant
- Your case does not meet state defined homelessness criteria
- No contact has been made with your Case Manager since _____
- No contact has been made with your Housing Specialist since _____
- You have missed three consecutive appointments with HRC on _____, _____, and _____
- You have requested your case to be closed at this time

The goal of the CalWORKs Housing Support Program is to assist families in obtaining permanent housing. HRC is a collaborative, Housing First, agency. We are unable to complete our housing objective without the involvement of those we serve. This closure, in of itself, does not impact your ability to re-enter the program in the future should your circumstances change. If you need additional information or have questions regarding this correspondence, please feel free to give our office a call at (831) 424-9186.

Sincerely,

Case Manager Example
(831) 424-9186 x13
casemngr2@hrcmc.org



January 01, 2019

Dear Customer Name,

The Housing Resource Center of Monterey County (HRC) is the provider of CalWORKs Housing Support Program services in Monterey County. Your file/referral has been reviewed and will not be reaccepted into the program at this time per our CalWORKs Housing Support Program guidelines.

The specific program reasons for this action are as follows:

- Was enrolled into the HSP program two or more times within the past 12 months (_____, _____)
- Lost contact with HRC after being previously housed by HRC on _____ and agreeing in the client contract to allow home visits
- Not showing up to appointments or returning calls after being previously housed by HRC on _____
- Knowingly providing false information to HRC staff members regarding income or housing
- An eviction was filed for the previous housing providing by HRC due to lease violations and/or excessive damage
- Threatening and/or egregious behavior toward staff and/or others that could not be amicably resolved.

The goal of the CalWORKs Housing Support Program is to assist families in obtaining permanent housing. HRC is a collaborative, Housing First, agency. We are unable to complete our housing objective without the involvement of those we serve. As circumstances change and evolve, you may resubmit your request to the program in ____ days/months for reevaluation and consideration. If you need additional information or have questions regarding this correspondence, please feel free to give our office a call at (831) 424-9186.

Sincerely,

Name
Program Manager

**MONTEREY COUNTY
DEPARTMENT OF SOCIAL SERVICES**

ADDITIONAL PROVISIONS

I. PAYMENT BY COUNTY:

1.01 Monthly claims/invoices by CONTRACTOR: Not later than the tenth (10th) day of each month, CONTRACTOR shall submit to COUNTY a signed invoice setting forth the amount claimed. All invoices (monthly and final) shall be submitted in the form set forth in **Exhibit D and D-2**.

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 10th**. **If the Final Invoice is not received by COUNTY by close of business on July 10th. 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 C**. Only the costs listed in **Exhibit C** as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of 45 Code of Federal Regulations, Part 74, Sub-Part F and 48 Code of Federal Regulations (CFR), Chapter 1, Part 31.

b) Allowable costs for travel expenses incurred while providing services under this Agreement, as set forth in **Exhibit C**, must follow the Monterey County Auditor/Controller's Travel Policy 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.

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.

EXHIBIT B

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

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

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

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

2.05 Remedies for Inadequate Service Levels:

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

EXHIBIT B

- 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

EXHIBIT B

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

EXHIBIT B

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

EXHIBIT B

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,

EXHIBIT B

- 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.

HOUSING RESOURCE CENTER OF MONTEREY COUNTY
Housing Support Program Family Stabilization Program
July 1, 2023 - June 30, 2024

EXHIBIT D

INVOICE #:

Remit to:
Housing Resource Center
60 W Market St
Salinas, CA 93901

Invoice Date:

Budget Item	FTE	Total Contract Budget	Monthly Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel					
FSP/HSP Case Manager	4.00	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
FSP/HSP Housing Specialist	5.00	\$ 162,500.00	\$ -	\$ -	\$ 162,500.00
Program Manager	0.75	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Program Assistant II	1.00	\$ 27,500.00	\$ -	\$ -	\$ 27,500.00
Program Assistant	0.50	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Total Personnel		\$ 400,000.00	\$ -	\$ -	\$ 400,000.00
Administrative Personnel					
Executive Director	0.75	\$ 47,500.00	\$ -	\$ -	\$ 47,500.00
Accounting Support	0.75	\$ 37,500.00	\$ -	\$ -	\$ 37,500.00
Finanace Director	0.75	\$ 42,500.00	\$ -	\$ -	\$ 42,500.00
Total Administrative Personnel		\$ 127,500.00	\$ -	\$ -	\$ 127,500.00
Data Collection & Tracking					
IT Equipment & Software		\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
IT Services		\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Total Data Collection & Tracking		\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Operating Costs				\$ -	
Audit		\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
Bank Fees & Interest		\$ 500.00	\$ -	\$ -	\$ 500.00
Equipment Lease & Maintenance		\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Human Resources		\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
Insurance		\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Janitorial		\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Marketing & Advertising		\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Meetings & Travel		\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Rent		\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Supplies		\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Telephone & Internet		\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Training		\$ 750.00	\$ -	\$ -	\$ 750.00
Utilities		\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Vehicle Lease		\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Total Operating Costs		\$ 82,750.00	\$ -	\$ -	\$ 82,750.00
Direct Financial Assistance					
		\$ 1,129,750.00	\$ -	\$ -	\$ 1,129,750.00
		\$ -	\$ -	\$ -	\$ -
Total Direct Financial Assistance		\$ 1,129,750.00	\$ -	\$ -	\$ 1,129,750.00
Total Program Costs		\$ 1,750,000.00	\$ -	\$ -	\$ 1,750,000.00

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

Authorized signature: _____

Date: _____

Print Name / Title: _____

Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____

Date: _____

INVOICE #:

Remit to:
Housing Resource Center
60 W. Market St
Salinas, CA 93901

Invoice Date:

Budget Item	FTE	Total Contract Budget	Monthly Expense	Total Contract To Date Expense	Balance Contract Funds
Program Personnel					
FSP/HSP Case Manager	4.00	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
FSP/HSP Housing Specialist	5.00	\$ 162,500.00	\$ -	\$ -	\$ 162,500.00
Program Manager	0.75	\$ 45,000.00	\$ -	\$ -	\$ 45,000.00
Program Assistant II	1.00	\$ 27,500.00	\$ -	\$ -	\$ 27,500.00
Program Assistant	0.50	\$ 15,000.00	\$ -	\$ -	\$ 15,000.00
Total Personnel		\$ 400,000.00	\$ -	\$ -	\$ 400,000.00
Administrative Personnel					
Executive Director	0.75	\$ 47,500.00	\$ -	\$ -	\$ 47,500.00
Accounting Support	0.75	\$ 37,500.00	\$ -	\$ -	\$ 37,500.00
Finanace Director	0.75	\$ 42,500.00	\$ -	\$ -	\$ 42,500.00
Total Administrative Personnel		\$ 127,500.00	\$ -	\$ -	\$ 127,500.00
Data Collection & Tracking					
IT Equipment & Software		\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
IT Services		\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Total Data Collection & Tracking		\$ 10,000.00	\$ -	\$ -	\$ 10,000.00
Equipment Lease & Maintenance		\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
Audit		\$ 500.00	\$ -	\$ -	\$ 500.00
Bank Fees & Interest		\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Equipment Lease & Maintenance		\$ 3,500.00	\$ -	\$ -	\$ 3,500.00
Human Resources		\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
Insurance		\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Janitorial		\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Marketing & Advertising		\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
Meetings & Travel		\$ 30,000.00	\$ -	\$ -	\$ 30,000.00
Rent		\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Supplies		\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Telephone & Internet		\$ 750.00	\$ -	\$ -	\$ 750.00
Training		\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Utilities		\$ 4,000.00	\$ -	\$ -	\$ 4,000.00
Vehicle Lease		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Total Operating Costs		\$ 82,750.00	\$ -	\$ -	\$ 82,750.00
Direct Financial Assistance					
		\$ 1,129,750.00	\$ -	\$ -	\$ 1,129,750.00
		\$ -	\$ -	\$ -	\$ -
Total Direct Financial Assistance		\$ 1,129,750.00	\$ -	\$ -	\$ 1,129,750.00
Total Program Costs		\$ 1,750,000.00	\$ -	\$ -	\$ 1,750,000.00

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

Authorized signature: _____ Date: _____

Print Name / Title: _____ Phone: _____

Monterey Co. DSS Authorized Signature/Title: _____ Date: _____

EXHIBIT E**Health Insurance Portability & Accountability Act (HIPAA) Certification**

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

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

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

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

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

I. DEFINITIONS

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

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

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

II. CONFIDENTIALITY REQUIREMENTS

EXHIBIT E

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

EXHIBIT E

COUNTY's compliance with the terms of the HIPAA Privacy Rule. CONTRACTOR shall report to COUNTY any use or disclosure of Protected Health Information which is not in compliance with the terms of this Certification of which it becomes aware. In addition, CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Certification or the Agreement.

III. AVAILABILITY OF PHI

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

IV. TERMINATION

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

V. MISCELLANEOUS

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

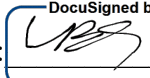
The parties agree that, in the event that any documentation of the arrangement pursuant to which CONTRACTOR provides services to COUNTY contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Certification or the Agreement,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

In the event that either party believes in good faith that any provision of this Certification and/or the Agreement fails to comply with the then current requirements of the HIPAA Privacy Rule, such party shall notify the other party in writing. For a period of up to thirty (30) days, the parties shall address in good faith such concern and amend the terms of this Certification and/or the Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Certification and/or the Agreement fails to

EXHIBIT E

comply with the HIPAA Privacy Rule, then either party has the right to terminate upon written notice to the other party.

CONTRACTOR: Housing Resource Center

By: 
7FF1DCFC4AF483...

Title: Board Chair


Date: 5/31/2023 | 9:01 PM PDT

CERTIFICATION REGARDING LOBBYING

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

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

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

DocuSigned by:

Signature ID: 4AF483...

Board Chair
Title

Housing Resource Center
Agency/Organization

5/31/2023 | 9:01 PM PDT
Date

EXHIBIT G**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. The audit must identify all federal, state, and matching funds issued under this Agreement as a note, or as a supplemental schedule of expenses within Contractor's audits.

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 G-1.

EXHIBIT G

- 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.

DocuSigned by:



(signature of authorized representative)

5/31/2023 | 9:01 PM PDT

(date)

EXHIBIT G-1

HOUSING RESOURCE CENTER
SCHEDULE OF COUNTY PROGRAMS
FISCAL YEARS

<u>Program Name</u>	<u>County Dept.</u>	<u>Contract No.</u>	<u>CFDA #</u>	<u>Contract Period</u>	<u>Contract Amount</u>	<u>Expenditures</u>		<u>Amount Received from County</u>		<u>Identify Source of Funding for the Expenditures</u>			
						<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>	<u>Fiscal Year</u>	<u>Contract Life- to- Date</u>	<u>Federal</u>	<u>Other Funds</u>	<u>Cash Match</u>	<u>In Kind Match</u>

Total

CHILD ABUSE & NEGLECT REPORTING CERTIFICATION

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

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

DocuSigned by:



Authorized Signature

5/31/2023 | 9:01 PM PDT

Date

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



Monterey County Board of Supervisors

Board Order

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

www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16398

- a. Approve and authorize the Director or Assistant Director of the Department of Social Services to sign an agreement with Housing Resource Center of Monterey County to provide housing case management, program housing search, placement support, and rental subsidies for California Work Opportunity and Responsibility for Kids customers referred by County of Monterey Department of Social Services, effective July 1, 2023 through June 30, 2025, in the amount of \$3,500,000; and
- b. Authorize the Director or Assistant Director of the Department of Social Services to sign up to three future amendments where the total amendments do not exceed 10% (\$350,000) of the original contract amount and do not significantly change the scope of work, not to exceed maximum of \$3,850,000.

PASSED AND ADOPTED on this 27th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams

NOES: None

ABSENT: None

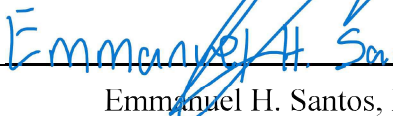
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 27, 2023.

Dated: June 28, 2023

File ID: A 23-246

Agenda Item No.: 59

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California


Emmanuel H. Santos, Deputy