

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Community Services Agency

BOARD AGENDA: 5.B.1
AGENDA DATE: January 30, 2018

SUBJECT:

Approval to Award an Agreement with Community Housing and Shelter Services for the Provision of Homeless Assistance Program and Housing Support Program Services

BOARD ACTION AS FOLLOWS:


RESOLUTION NO. 2018-0058

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: Olsen, Chiesa, Withrow, Monteith, and Chairman DeMartini
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

- 1) Approved as recommended
- 2) Denied
- 3) Approved as amended
- 4) Other:

MOTION:

ATTEST:


ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Community Services Agency

BOARD AGENDA:5.B.1
AGENDA DATE: January 30, 2018

CONSENT:

CEO CONCURRENCE: YES

4/5 Vote Required: No

SUBJECT:

Approval to Award an Agreement with Community Housing and Shelter Services for the Provision of Homeless Assistance Program and Housing Support Program Services

STAFF RECOMMENDATION:

1. Approve an agreement for the provision of Homeless Assistance Program and Housing Support Program Services with the Community Housing and Shelter Services (CHSS), as a result of a Request for Proposal process for such services.

2. Authorize the Community Services Agency Director, or her designee, to sign the agreement, and any amendments up to \$75,000, to provide Homeless Assistance Program and Housing Support Program Services.

DISCUSSION:

On July 18, 2017 the Board of Supervisors authorized the General Services Agency (GSA) Purchasing Division to issue a Request for Proposal (RFP) on behalf of the Community Services Agency (CSA) for the provision of Homeless Assistance Program and Housing Support Program Services.

Homeless Assistance Program (HAP) funds are available to assist California Work Opportunity and Responsibility to Kids (CalWORKs) families who are in need of temporary housing. The goal of HAP is to meet the cost of temporary shelter while the family is seeking permanent housing and to meet the reasonable cost of securing permanent housing. It may also be used to pay up to two months in rental arrearages to prevent eviction. A family may receive HAP services once every twelve months unless they meet an exception, such as domestic abuse by a partner, medical illness, home not habitable or natural disaster.

CalWORKs families are considered homeless when they:

- Lack a fixed and regular night-time residence;
- Are staying in a public or private shelter designed for temporary living;
- Are staying in a public or private place that is not designed for, or ordinarily used as a regular sleeping accommodation (e.g., the family is staying in a gymnasium due to a natural disaster);

- Have a need for housing in a commercial establishment, shelter, publicly funded transitional housing or from a person in the business of renting properties; and
- Have received a legal notice to pay or quit the premises which starts the eviction process.

In addition to HAP funds being available, CalWORKs participants may also be enrolled in the Housing Support Program (HSP) in an effort to reduce barriers to self-sufficiency.

California Department of Social Services (CDSS) created the CalWORKs HSP in 2014 with the objective of fostering housing stability for families in the CalWORKs program. The HSP funding was designated to support county programs that used Evidence-Based Models including those reflected in the Department of Housing and Urban Development's Homelessness Prevention and Rapid Rehousing Program. In 2014-2015 CSA developed a new program in Welfare to Work (WTW) modeled after the Rapid Rehousing Program to have the infrastructure in place for the next year's proposal. Included in CSA's Rapid Rehousing Program was a contract with the current provider Community Housing and Shelter Services (CHSS) to deliver case management services for homeless CalWORKs/WTW HSP families.

HSP families are considered homeless if they:

- Lack a fixed or regular nighttime residence; and either
- Have a primary nighttime residence that is a supervised by a publicly or privately operated shelter designed to provide temporary living accommodations; or
- Reside in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
- Are in receipt of a judgment for eviction, as ordered by the court.

In 2015-2016 CSA applied for the CDSS Housing Support Program funding and received the initial funds of \$412,760. In Fiscal Year 2016-2017 CSA's HSP allocation was increased by \$701,692 to continue the program.

The CalWORKs HSP funding provides a myriad of services to eliminate housing barriers. The HSP services include providing temporary shelter, first and last month rent and deposits, utility payments, items to make the home habitable, transportation assistance (bus passes, mileage reimbursement) and housing application fees. Case management services include providing participants with rental leads, housing options, and information on the rental market in Stanislaus County, education on how to create a household budget, how to repair your credit, information on how to work with utility companies to resolve past due or unpaid bills, and information on how to work with landlords and complete a rental application.

In Fiscal Year 2016-2017, the current provider Community Housing and Shelter Services (CHSS), whose contract will expire January 31, 2018, has served 1,482 homeless CalWORKs families in the emergency Homeless Assistance Program (HAP).

Services provided include administering and facilitating temporary housing for families who were deemed eligible for assistance. CHSS makes referrals for families to stay in contracted hotels. With CSA approval CHSS may authorize families to stay in a hotel for up to 16 nights, per CalWORKs regulations. Of these 1,482 families, approximately 22% exited into permanent shelter through HAP, 30% remained in temporary shelter and the remaining families CSA continued to work in partnership with CHSS and Behavioral Health and Recovery Services (BHRS). CSA, CHSS and BHRS work with these remaining families to not only obtain permanent shelter by utilizing the Housing Support Program (HSP) and Family Stabilization Program (FSP), but also to provide services to assist with issues such as unemployment, disabilities, mental health, substance use, domestic violence and other factors that contribute to the problem of homelessness in Stanislaus County.

For the Housing Support Program (HSP) in Fiscal Year 2016-2017, CHSS served 616 homeless CalWORKs persons. Services included referrals to temporary housing, case management, negotiation with landlords and motel owners, workshops for homeless families to address the many barriers they may face, and referrals to permanent housing. Of the total families served, 31% found permanent housing and 45% were in temporary housing situations, such as staying with family or friends, or residing in a motel or shelter. Of the remaining, CSA in partnership with CHSS and BHRS continued to work with these families to find stable housing by utilizing the Family Stabilization Program, the Homeless Assistance Program (if not already utilized) making referrals to shelters or other housing programs in the community.

To ensure the continuation of these services a RFP was issued on September 28, 2017 and sent electronically to 500 vendors, 43 of which downloaded the RFP. A non-mandatory pre-proposal conference was held on October 10, 2017 and one vendor was in attendance. The RFP closed on October 27, 2017 and GSA received complete responses from zero vendors. When the GSA Purchasing Division does not receive a response for a RFP it is considered a failed competition. When a failed competition occurs the department who requested the RFP is allowed to seek out a potential vendor to negotiate a contract to provide the needed services. The Community Services Agency contacted Community Housing and Shelter Services who agreed to negotiate and enter into a seventeen-month service contract.

POLICY ISSUE:

Approval of the negotiated agreement with Community Housing and Shelter Services as a result of a failed competition Request for Proposal process allows the Community Service Agency to meet the County Purchasing Department's procurement guidelines. The guidelines state that non-professional contracted services that have reached a \$45,000 cumulative level and have not been competitively procured or those that have been previously competitively procured but have now reached the maximum three-year term imposed in the California Department of Social Services Management and Office Procedure 23-621, shall be competitively procured.

FISCAL IMPACT:

The term of the proposed agreement with Community Housing and Shelter Services is February 1, 2018 through June 30, 2019 with a contract maximum of \$265,417 and an option to renew the contract for an additional eighteen months. The cost for the period of February 1, 2018 through June 30, 2018 of Fiscal Year 2017-2018 for the proposed agreement is \$78,065. The remaining 12 months of the proposed agreement term from July 1, 2018 to June 30, 2019 is \$187,352. The contract cost will be supported with State and Federal funds from the CalWORKs Housing Support Program allocation and the CalWORKs single allocation.

Corresponding appropriations and estimated revenues have been included in Community Services Agency's 2017-2018 Final Budget. Appropriations and estimated revenue for the remainder of the awarded contract will be included in the Agency's subsequent year budget submission. There is no additional General Fund impact associated with this board item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Boards' priority of *Delivering Efficient Public Services and Infrastructure*, and *Enhancing Community Health* by awarding an Agreement with Community Housing and Shelter Services.

STAFFING IMPACT:

Community Services Agency staff is available to support this contract at current service levels. In the future, should the service level demand increase, the Agency will analyze available options and return to the Board of Supervisors for consideration of any necessary staff changes.

CONTACT PERSON:

Kathryn M. Harwell, Director (209) 558-2500

ATTACHMENT(S):

1. Community Housing and Shelter Services HAP and HSP Program Services Contract

**AGREEMENT BETWEEN
COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY
AND COMMUNITY HOUSING AND SHELTER SERVICES
FOR HOMELESS ASSISTANCE PROGRAM AND
HOUSING SUPPORT PROGRAM SERVICES
FEBRUARY 1, 2018 THROUGH JUNE 30, 2019**

This AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (the "Agreement") is made and entered into by and between the COUNTY OF STANISLAUS ("County") and COMMUNITY HOUSING AND SHELTER SERVICES ("Contractor"), a non-profit, and entered into as of the later of February 1, 2018, or the execution of the Agreement by both parties (the "Effective Date").

RECITALS

WHEREAS, the County has a need for a homeless assistance and housing support program services for California Work Opportunity and Responsibility to Kids (CalWORKs) participants; and,

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

- 1.1 The Contractor shall furnish to the County, upon execution of this Agreement or receipt of the County's written authorization to proceed, those services and work set forth in EXHIBIT A, attached hereto and, by this reference, made a part hereof.
- 1.2 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purpose whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
- 1.3 Services and work provided by the Contractor at the County's request under this Agreement shall be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in EXHIBIT A. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subjects to review by and concurrence of the County.

2. CONSIDERATION

- 2.1 County shall pay Contractor as set forth in EXHIBIT A.

- 2.2 Except as expressly provided in EXHIBIT A of this Agreement, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.
- 2.3 County shall not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.
- 2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.
- 2.5 Payment of all services provided in accordance with the provisions of this Agreement is contingent upon the availability of County, state and federal funds.

3. TERM

- 3.1 The term of this Agreement shall be from the Effective Date **through June 30, 2019**, or until completion of the agreed upon services unless sooner terminated as provided below or by some other method provided for in this Agreement.
- 3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.
- 3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.
- 3.4 This Agreement may be terminated by either party without cause when a thirty (30) day written notice is provided to the other party. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in section 2 herein, subject to any applicable setoffs.
- 3.5 Notwithstanding any other provisions of this Agreement, County may terminate the Agreement immediately:

- A. Upon receipt of evidence of probable unsafe and/or hazardous practice in the provision of services; or,
- B. Upon loss of any license(s) required for lawful operation of Contractor's business; or,
- C. Upon an unauthorized decrease in the required insurance in force; or,
- D. Upon failure to make payroll payments; or,
- E. Failure to remit payroll deductions in a timely manner to the appropriate State and Federal government; or,
- F. Upon failure to substantially meet other financial obligations; or,
- G. Upon service or a writ of attachment by creditors of Contractor.

4. REQUIRED LICENSES, CERTIFICATES AND PERMITS

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in EXHIBIT A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits shall be procured and maintained in force by Contractor at no expense to the County.

Contractor shall comply with all local, state, and federal laws and regulations.

5. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Unless otherwise provided in EXHIBIT A, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services identified in EXHIBIT A to this Agreement. County is not obligated to reimburse or pay Contractor for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

6. INSURANCE

Coverage Required: Contractor shall obtain, and maintain at all times during the term of the Agreement, insurance coverage in the amounts and coverage specified in the attached EXHIBIT B.

7. DEFENSE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the

performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. STATUS OF CONTRACTOR

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in EXHIBIT A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide services to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

- 8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.
- 8.7 As an independent contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. RECORDS AND AUDITS

- 9.1 Contractor shall prepare and maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of five (5) years from the termination or completion of this Agreement or until such records and their supporting documentation are released due to closure of Federal/State audit, whichever is longer. This includes any handwriting, typewriting, printing, photostatic, photographing, and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds, or symbols or any combination thereof.
- 9.2 Records shall be destroyed in accordance with California Department of Social Services (CDSS) Manual of Policy and Procedures (MPP) Division 23, Section 350.
- 9.3 Any authorized representative of County shall have access to any writings as described in section 9.1 above for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.
- 9.4 County shall have the right to audit all invoices and records of the Contractor related to this Agreement as required by State law. County may appoint an independent public accountant.
- 9.5 Contractor agrees that its financial records shall contain itemized records of all costs and be available for inspection in Stanislaus County within three (3) working days of the request by the County, state or federal agencies.
- 9.6 Monitoring by County may be accomplished by the following non-exclusive means: field reviews, audit claims, monthly review of records.
- 9.7 Contractor shall be responsible for the procurement and performance of an annual fiscal and compliance audit for each Contractor's fiscal years included in the term of this Agreement when Contractor's reimbursement exceeds \$75,000 per fiscal year.
- 9.8 Contractor receiving in excess of \$750,000 in Federal funds annually must comply with the Single Audit Act of 1984, PL 98-502 and the Single Audit Amendments of 1996, P.L. 104-156. All audits must be performed in accordance with Government Audit standards as set forth in the Guidelines for Financial and Compliance Audits for Federally Assisted Programs, Activities, and Functions, and the provisions of Title 2, Code of Federal Regulation (CFR) Part 200 as this applies to the auditing of states,

local governments, institutions of higher education and non-profit. Contractor shall notify the CSA Contracts Unit at CSAReport@stancounty.com within five (5) business days of having submitted their Single Audit to the Federal Audit Clearinghouse.

- 9.9 For Contractors who have biennial financial and compliance audits completed, the reports must cover both years within the biennial period.
- 9.10 The financial and compliance audit must be conducted in accordance with Government Auditing Standards and the statements must be prepared in conformity with generally accepted accounting principles.
- 9.11 Contractor shall include in the financial and compliance or Single Audit report the auditor's opinion and notes which indicates whether program expenditures are allowable pursuant to the provisions of 45 CFR, Part 74, and all applicable State and Federal guidelines, policies and procedures.
- 9.12 Expenses incurred by Contractor to provide for the performance of a financial and compliance audit or Single Audit to satisfy said requirements are an allowable Agreement cost. Contractor is responsible for ensuring that the appropriate portion of audit costs are included with its total executed Agreement funds.
- 9.13 Contractor is responsible for submitting to County a financial and compliance audit report, prepared in accordance with section 9, within one hundred twenty (120) days of the end of the Contractor's fiscal year.

10. CONFIDENTIALITY

Contractor shall comply and require its officers and employees to comply with the provisions of Section 10850 of the Welfare and Institutions Code (WIC) and Division 19 of the California Department of Social Services Manual of Policies and Procedures to assure that:

- 10.1 Any and all information pertaining to the administration of public social services, for which grants in aid are received shall be confidential and will not be open to examination for any purpose not directly connected with the administration of public social services.
- 10.2 No person shall publish or disclose, or use or permit, or cause to be published, disclosed or used, any confidential information pertaining to an applicant or recipient.
- 10.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of said state law is guilty of misdemeanor.

11. NON-DISCRIMINATION

- 11.1 During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability including perception of a disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status.

Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal.

11.2 Contractor shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Contractor shall have a formal process by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Contractor's delivery of services.

12. ASSIGNMENT

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

13. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

14. NOTICE

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County: County of Stanislaus
Community Services Agency
Attention: Contracts Manager
PO Box 42
Modesto, CA 95353

To Contractor: Community Housing and Shelter Services
Attention: Esther Rosas, Executive Director
708 H Street,
Modesto, CA 95350

15. CONFLICTS

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

16. SEVERABILITY

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

17. AMENDMENT

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

18. ADVICE OF ATTORNEY

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. CONSTRUCTION

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. GOVERNING LAW AND VENUE

This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

21. GENERAL ACCOUNTABILITY

21.1 In the event of an audit exception or exceptions, the Contractor shall be responsible for the deficiency resulting from the Contractor's non-compliance with program requirements.

21.2 In the event of any State hearings, cash grant award or lawsuit award resulting from Contractor's failure to perform as required by this Agreement, reimbursement shall be made to the damaged party by Contractor.

21.3 Any expenses the County incurs as a result of the Contractor's failure to perform as required by this Agreement are subject to recoupment by County through any form of legal action including withholding from payment for the services rendered under this Agreement.

22. CODE OF ETHICS

Contractor shall uphold the following Code of Ethics:

- Professional Conduct: Employees of Contractor shall abide by all applicable laws, regulations, policies and procedures in the delivery of all services. Professional staff of Contractor shall also abide by specific codes of ethics prescribed by the professional organizations which set standards for their profession.
- Quality of Service: Employees of Contractor shall promote the goals of the program, which includes enhancement of participant self-esteem, by providing quality service which demonstrates knowledge of the respect for participant needs.
- Respect and Courtesy: Employees of Contractor shall conduct all activities with respect and courtesy for participants.
- Propriety: Employees of Contractor shall not make use of their position or relationship with clients for personal gain.
- Positive Representation: Employees of Contractor shall not behave in any manner that will bring discredit to his/her professional status and reputation or to the program.

23. COPYRIGHT ACCESS

County, CDSS, and the United States Department of Health and Human Services shall have a royalty free nonexclusive and irrevocable license to publish, translate, or use, now or hereafter, all material developed under this Agreement including those covered by copyright.

24. STATE ENERGY CONSERVATION PLAN

Contractor agrees to recognize the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 24, California Administrative Code, as required by the U. S. Energy, Policy and Conservation Act (P. L. 94165).

25. CONVICTION OF CRIME

- 25.1 Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for other than minor traffic offenses, of any paid employee and/or volunteer staff assigned to provide services under this Agreement, when such information becomes known to Contractor.
- 25.2 Contractor agrees not to knowingly employ any person convicted of any crime involving abuse, neglect, violence, or sexual conduct involving or perpetrated upon a minor, or an adult person or who has been convicted of any felony.
- 25.3 Contractor shall establish a procedure acceptable to County to ensure that all employees or agents performing services under this Agreement report child abuse or

neglect to a child protective agency as defined in Penal Code Section 11165.1 through 11165.6. Contractor shall require each employee, volunteer, consultant, subcontractor or agency to sign a statement that he or she knows of the reporting requirements as defined in Penal Code Section 11166(a) and shall comply with the provisions of the code section.

26. MATCHING FUNDS

These funds are not available for matching with federal, state or local funds for this or any other Agreement unless certified by County.

27. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

27.1 County and Contractor recognize that Federal assistance funds shall be used under the terms of this Agreement. For purposes of this section, Contractor shall be referred to as the "prospective recipient".

27.2 This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

- A. The prospective recipient of Federal assistance funds certifies by entering this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. The prospective recipient of funds agrees by entering this Agreement, that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Federal department or agency with which this transaction originated.
- C. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Agreement.
- D. The prospective recipient shall provide immediate written notice to County if at any time prospective recipient learns that its certification in section 27 of this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The prospective recipient further agrees that by entering this Agreement, it shall include a clause identical to section 27 of this Agreement and titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions", in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- F. The certification in section 27 of this Agreement is a material representation of fact upon which reliance was placed by County when this transaction was entered into.

28. COMPLIANCE WITH FALSE CLAIMS ACT

28.1 Contractor shall notify County immediately upon discovery of any employee of Contractor, any subcontractor, agent or other persons providing services, on behalf of Contractor who are placed on the State's Medi-Cal Suspended and Ineligible Provider List. Any employee of Contractor, any subcontractor, agent or other persons providing services on behalf of Contractor, who is placed on the Medi-Cal Suspended and Ineligible Provider List shall not provide services to County under this Agreement. This list is available on the Internet at www.medi-cal.ca.gov.

28.2 Pursuant to Section 6032 of the Deficit Reduction Act of 2005, Contractor shall communicate to its employees, subcontractors, agents and other persons providing services on behalf of Contractor the policies and procedures related to the Federal and State False Claims Act. Contractor shall be in compliance with the False Health Care Claims Policy approved by the Stanislaus County Board of Supervisors on May 8, 2007, located at <http://www.co.stanislaus.ca.us/BOS/Agenda/2007/20070508/B07.pdf> and that it and its employees, subcontractors, agents and other persons providing services on behalf of Contractor shall adhere to these policies and procedures.

29. ENTIRE AGREEMENT

29.1 This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

29.2 This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which, taken together, shall constitute one and the same agreement.



IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement on the day and year first hereinabove written.

**COUNTY OF STANISLAUS
COMMUNITY SERVICES AGENCY**

By: 
Kathryn M. Harwell

Title: Director

Dated: 2/7/18

**COMMUNITY HOUSING SHELTER
AND SERVICES**

By: 
Esther Rosas

Title: Executive Director

Dated: 12/8/17

**APPROVED AS TO FORM:
COUNTY COUNSEL
JOHN P. DOERING**

By: 

Title: Deputy County Counsel

Dated: 12/6/17

COUNTY OF STANISLAUS

Approved per BOS Item #: 2018-0058

Dated: 1/30/2018

**COMMUNITY HOUSING AND SHELTER SERVICES
AGREEMENT TO PROVIDE
HOMELESS ASSISTANCE PROGRAM AND
HOUSING SUPPORT PROGRAM SERVICES
FEBRUARY 1, 2018 THROUGH JUNE 30, 2019**

Request for Proposal #17-49-DQ issued by Stanislaus County GSA Purchasing Division; the Contractor's responding proposal; Information for Proposers; General Conditions, as well as any plans, specifications, addenda, and any documents particularly required or provided (as may be applicable), all of which are incorporated herein by reference and made a part hereof (collectively, the "RFP"), together with this agreement, comprise the contract and all services provided hereunder shall be performed in accordance therewith. In the event there is a conflict between the terms and conditions set forth in the RFP, then in such case, the terms and conditions of this Agreement shall prevail.

This Agreement is funded in whole or in part with Federal Funds and the contracted agency has been determined to have the role of a contractor per 2 CFR 200.330 (c) and is not subject to the Federal sub-recipient monitoring requirements.

I. SCOPE OF WORK:

Contractor shall provide a Homeless Assistance Program (HAP) and Housing Support Program (HSP) services for California Work Opportunity and Responsibility to Kids (CalWORKs) participants.

A. HOMELESS ASSISTANCE PROGRAM (HAP)

Contractor shall provide the following HAP services to CalWORKs participants in an effort to reduce homelessness and barriers to self-sufficiency as follows:

1. Contractor shall assist families who are in need of temporary housing once every twelve (12) months as referred by the County.
2. After the once in a twelve (12) month period benefit has been received, any additional applications for HAP shall be considered under one (1) of the following exceptions:
 - a. HAP is available more than once in any twelve (12) month period when homelessness is a direct result of domestic violence by a spouse, partner or roommate; physical illness; mental illness (this includes alcoholism, drug addiction or psychological stress); or inhabitability of the home. These circumstances require third-party governmental or private health and human services agency verification, with the exception of domestic violence/abuse that may be self-declared. The County shall determine if a family is eligible to an exception. The twelve (12) month period begins when the first payment is issued under one of the above exceptions.

b. HAP is available whenever homelessness is a direct and primary result of a state or federally declared natural disaster. Issuance of HA under this exception does not affect the twelve (12) month exception period indicated above.

3. Contractor shall develop relationships with motel owners in Stanislaus County and obtain signed agreements. Agreements shall state that the motel is willing to temporarily house clients referred by Contractor and accept payment from Contractor.
4. County shall reimburse the Contractor for authorized temporary housing costs.
5. All funds for housing assistance paid to Contractor by County will be passed through to the motels, hotels or other public accommodations which provide the temporary housing, with the exception of administration funds.
6. Contractor office hours, at 708 H Street, Modesto, CA to provide eligible families services, will be Monday through Friday 9:00 am to 12:30 pm and 1:00 pm to 4:00 pm.
7. Referred eligible homeless families needing shelter and unable to go the H Street office by 4:00 pm Monday through Friday will be sent directly to the contracted motels, as referred to on their voucher. County will confirm availability with the motel and contact the Contractor with the referral information. The families will be directed to subsequently contact the Contractor.
8. Contractor shall assist all referred eligible homeless families at one of the Contractor's offices or at customer's temporary shelter if necessary.
9. Payments to shelter providers shall be made by Contractor within the cost limits specified in Section IV. COMPENSATION: A.

B. HOMELESS ASSISTANCE PROGRAM (HAP) ADMINISTRATIVE FEE SERVICES

Contractor shall provide administration of the HAP as follows:

1. Administer, arrange and facilitate temporary housing for families who are deemed eligible for assistance by County and who are referred to Contractor.
2. Contractor shall be reimbursed for up to 10% of the authorized Temporary Housing Shelter Costs for each CalWORKs participant.

C. HOUSING SUPPORT PROGRAM (HSP)

Contractor shall provide HSP case management services for CalWORKs participants in an effort to reduce homelessness and barriers to self-sufficiency as follows:

1. HSP case management for homeless participants shall be as follow:
 - a. Case management shall include, but not be limited to: providing participants with rental leads, housing options, and information on the rental market in Stanislaus County, education on how to create a

household budget and repair credit, information on how to work with utility companies to resolve past due or unpaid bills, and information on how to work with landlords and completing a rental application.

- b. Provide resources and referrals for non-housing services.
 - c. Follow-up with participants at regular intervals regarding housing progress or new housing.
2. Arrange for emergency housing for up to two (2) business days. Number of nights may be extended up to twelve (12) nights, based on need, by Contractor. Emergency housing beyond fourteen (14) nights must have prior approval by County Program Supervisor or Manager via email.
 3. Landlord outreach – develop list of landlords willing to rent to participants.
 4. Conduct housing workshops for participants no less than bi-weekly at Contractor location.
 5. Receive referral from County via encrypted email.
 6. Communicate individual participant activities and progress via email to County Family Services Specialist (FSS) case manager and housing Supervisor.
 7. Contact referring FSS within five (5) days of referral if participant is a no-show and/ or completing requirements.
 8. Refer participant to County FSS for needs other than housing, such as bus passes, clothing vouchers, or other supportive services.
 9. Once housing is located, provide all housing documents necessary (W-9, rental or lease agreement, utility bills, etc.) to County FSS to approve for payment.
 10. Be available to attend meetings with County as mutually agreed upon.

D. COUNTY RESPONSIBILITIES

1. County shall authorize temporary housing payments on behalf of eligible families. An eligible HAP family may receive authorization for temporary shelter for a minimum of one (1) day to a maximum of sixteen (16) days. The total number of days authorized for an eligible family shall not exceed sixteen (16) consecutive days.
2. A HSP eligible family may receive authorization for temporary shelter for a minimum of one (1) day to fourteen (14) days.
3. County shall refer eligible homeless families, who have accepted a referral, to Contractor for placement in temporary shelter.
4. County shall reimburse Contractor for provider payments and administrative services.

5. Receive, review and approve housing payment documents to generate payments directly to vendor.
6. Be available to attend meetings with Contractor as mutually agreed upon.

II. MONITORING

Contractor shall give authorized County, Federal and State officers, agents, employees, or independent auditors and monitors access to examine and audit all records and material related to program services (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards § 200.328, Monitoring and reporting program performance).

III. QUARTERLY REPORTS

- A. Contractor shall provide Quarterly Reports only for HSP, EXHIBIT D, which is hereby incorporated by reference and made a part hereof, to the WTW Program Manager.
- B. The Quarterly Report shall be submitted thirty (30) days following the end of each quarter as listed below:
 1. First quarter: July 1st – September 30th report due by October 31st.
 2. Second quarter: October 1st – December 31st report due by January 1st.
 3. Third quarter: January 1st – March 31st report due by April 30th.
 4. Fourth quarter: April 1st – June 30th report due by July 31st.
- C. Contractor and County shall meet after each Quarterly Report is submitted to the Program Manager. Time and location will be determined by CSA Program Manager.
- D. Quarterly Reports shall include a narrative of the progress and performance in the areas outlined in the Scope of Work. Contractor shall also include program highlights and challenges.
- E. Quarterly Report, EXHIBIT D, shall highlight the following outcomes:
 1. Percentage of customers referred for services prior to 3:00pm who received temporary shelter the same day.
 2. Number of customers who completed at least three (3) housing services appointment.
 3. Percentage of customers who obtained permanent housing.
- F. Quarterly Report, EXHIBIT D, shall also track the following additional data:
 1. Number of new landlords willing to rent to CSA homeless families.
 2. Number of families who received two (2) or more positive outcomes.
 3. Number of new housing units obtained for customers (during landlord engagement and recruitment of new units).

IV. COMPENSATION:

Contractor shall be compensated for the services provided under this Agreement as follows:

A. Cost:

1. The maximum amount of this Agreement for period February 1, 2018, through June 30, 2019, shall not exceed \$265,417.
 - The maximum amount for the period February 1, 2018, through June 30, 2018 shall not exceed \$ 78,065.
 - The maximum amount for the period July 1, 2018, through June 30, 2019 shall not exceed \$ 187,352.
2. Homeless Assistance Program
 - a. The Administration of Emergency Shelter Services of this agreement is a fixed rate, per unit of service billing methodology. One (1) unit of service equals one (1) day.
 - b. Amounts billed for the temporary housing costs shall reflect actual amounts paid to shelter providers, but shall not exceed the cost limits as follows: maximum rate that may be paid to Temporary Housing Shelter is \$65 per day per family of four (4) persons or less, plus \$15.00 per day for each additional family member; total payment may not exceed \$125.00 per day.
3. Homeless Assistance Program Administrative Fee Services
 - a. County shall pay a fixed rate of service equal to 10% of the authorized Temporary Housing Shelter costs.
 - The maximum amount for the Homeless Assistance Program Administrative Fee Service for the period February 1, 2018, through June 30, 2018, shall not exceed \$46,815.
 - The maximum amount for the Homeless Assistance Program Administrative Fee Service for the period July 1, 2018, through June 30, 2019, shall not exceed \$112,352.
4. Housing Support Program Services
 - a. The maximum amount for the Housing Support Program for the period February 1, 2018, through June 30, 2018, shall not exceed \$31,250.
 - b. The maximum amount for the Housing Support Program for the period July 1, 2018, through June 30, 2019, shall not exceed \$75,000.
 - c. The costs attendant to the provision of services are described in EXHIBIT C which is hereby incorporated by reference and made a part hereof.

- B. Contractor shall not expend any funds provided pursuant to this Agreement except as expressly authorized in EXHIBIT C, or as the budget is thereafter amended or obligated.
- C. Contractor shall make no charge to the recipient and shall collect no share of cost.
- D. This Agreement shall be effective February 1, 2018, through June 30, 2019.
- E. Contractor agrees that the costs to be charged to County for contracted services for the term of this Agreement includes all allowable Contractor costs, both indirect and direct, relative to this Agreement.
- F. Costs must comply with Federal grant reform and uniform guidance in Title 2, Code of Federal Regulation (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. The changes included in Title 2, CFR 200 supersede and streamline requirements from several Office of Management and Budget (OMB) Circulars. The circulars included are A-21, A-50, 87, A-102, A- 10, A-122 and A-133. All equipment purchased by Contractor must be depreciated in accordance with 45 CFR 95.705. All equipment, materials, supplies or property of any kind purchased from funds reimbursed or furnished by County under the terms of this Agreement shall be fully consumed or aged out in the course of the Agreement/program. County reserves the right to physically reclaim any/all such property at the conclusion of the Agreement in accordance with 45 Code of Federal Regulations, Part 74 Administration of Grants.
- G. County shall not be required to purchase any definite amount of services nor does County guarantee to Contractor any minimum amount of funds or hours.
- H. Invoices:
 - 1. For services provided in the months of February 2018 through April 2018, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2018 are as follows:**
 - May 2018 is due June 1, 2018**
 - June 2018 is due June 8, 2018**
 - 2. For services provided in the months of July 2018 through April 2019, Contractor shall submit invoices, in a County specified format, within twenty (20) days following the end of service month. **Invoices for service months of May and June 2019 are as follows:**
 - May 2019 is due June 7, 2019**
 - June 2019 is due June 14, 2019**

Invoice requirements are subject to change and the Contractor shall be notified in writing.
 - 3. Housing Support Program and the Homeless Assistance Program Administrative Fee Services Invoices shall be submitted to:

Stanislaus County Community Services Agency
Attention: Accounts Payable Supervisor, E2A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2217 or AccountsPayableTeam@stancounty.com

4. Homeless Assistance Program billings invoice (not the administrative billing invoice), shall be submitted in a County specified format to:

Stanislaus County Community Services Agency
Attention: Assistance Reporting Team, B2A
P.O. Box 42
Modesto, CA 95353-0042
(209) 558-2093 or (209) 558-2533

5. The following supporting documentation shall accompany the Housing Program Support Administrative Fee Services Invoice:

- Copies of employee time studies/time cards documenting actual time dedicated to these Agreement services.
- Supporting payroll and fringe benefit journals
- Copies of paid receipts/invoices of all Contractor operational costs billed to this Agreement.
- Contractor shall submit a monthly list of all participants in the contracted activities and include their full name, social security number and case number (if available).

6. To ensure compliance with Federal and State regulations, County may require additional supporting documentation or clarification of claimed expenses as follows:

- a. County Accounts Payable staff shall notify Contractor to obtain necessary additional documentation or clarification.
- b. Contractor shall respond within forty-eight (48) hours with required additional documentation or clarification to avoid disallowances/partial payment of invoice.
- c. All invoices containing expenses that need additional documentation or clarification not provided to County within forty-eight (48) hours of request shall have those expenses disallowed and only the allowed expenses shall be paid.
- d. Contractor may resubmit disallowed expenses as a supplemental invoice only and must be accompanied by required documentation.

I. Payments

1. If the conditions set forth in this Agreement are met County shall pay, on or before the thirtieth (30th) day after receipt of the invoice, the sum of money

claimed by the approved invoice, (less any credit due County for adjustments of prior invoices). If the conditions are not met, County shall pay when the necessary processing is completed.

2. County shall not pay for unauthorized services rendered by Contractor or for the claimed services which County monitoring shows have not been provided as authorized.
3. County retains the right to withhold payment on disputed claims.

EXHIBIT B

Insurance Required for Most Contracts

(Not for Professional Services or Construction Contracts)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per incident or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Contractor or the Contractor's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office (ISO) Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage and transportation related pollution liability.
3. **Workers' Compensation** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Reporting

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employees, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.

Waiver of Subrogation

Contractor hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Contractor shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Contractor and Contractor's officers, employees, agents, representatives or subcontractors. Contractor's obligation to defend, indemnify and hold the County and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Contractor to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

N/A Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

N/A Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

Print Name: Esther Pineda Date: 12/8/17

Signature: [Handwritten Signature] Date: _____

Vendor Name: COMMUNITY HOUSING AND SHELTER

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO-Risk Management Division: [Handwritten Signature] Date: 11/27/17

**COMMUNITY HOUSING AND SHELTER SERVICES
 AGREEMENT TO PROVIDE
 HOMELESS ASSISTANCE PROGRAM AND
 HOUSING SUPPORT PROGRAM SERVICES
 FEBRUARY 1, 2018 THROUGH JUNE 30, 2019
 AGREEMENT BUDGET**

HOMELESS ASSISTANTCE PROGRAM

10% Administrative Fee Amount Available	\$159,167
---	-----------

HOUSING SUPPORT PROGRAM

BUDGET CATEGORY	TOTAL
Personnel Services	\$ 78,750
Salaries	
Fringe Benefits (Invoices actual employer paid only)	\$ 13,900
Total Personnel	\$ 92,650
Operating Expenses	\$ 13,600
TOTAL COST for Housing Support Program	\$106,250
TOTAL BUDGET	<u>\$265,417*</u>

*Total Budget includes 10% HAP Administrative Fee and HSP line item budget

**COMMUNITY HOUSING AND SHELTER SERVICES
AGREEMENT TO PROVIDE
HOMELESS ASSISTANCE PROGRAM AND
HOUSING SUPPORT PROGRAM SERVICES
FEBRUARY 1, 2018 THROUGH JUNE 30, 2018
AGREEMENT BUDGET**

HOMELESS ASSISTANTCE PROGRAM

10% Administrative Fee Amount Available	\$ 46,815
---	-----------

HOUSING SUPPORT PROGRAM

BUDGET CATEGORY	TOTAL
Personnel Services	\$ 23,150
Salaries	
Fringe Benefits (Invoices actual employer paid only)	\$ 4,100
Total Personnel	\$ 27,250
Operating Expenses	\$ 4,000
TOTAL COST for Housing Support Program	\$ 31,250
TOTAL BUDGET	<u>\$ 78,065*</u>

*Total Budget includes 10% HAP Administrative Fee and HSP line item budget

**COMMUNITY HOUSING AND SHELTER SERVICES
 AGREEMENT TO PROVIDE
 HOMELESS ASSISTANCE PROGRAM AND
 HOUSING SUPPORT PROGRAM SERVICES
 JULY 1, 2018 THOUGH JUNE 30, 2019
 AGREEMENT BUDGET**

HOMELESS ASSISTANTCE PROGRAM

10% Administrative Fee Amount Available	\$112,352
---	-----------

HOUSING SUPPORT PROGRAM

BUDGET CATEGORY	TOTAL
Personnel Services	\$ 55,600
Salaries	
Fringe Benefits (Invoices actual employer paid only)	\$ 9,800
Total Personnel	\$ 65,400
Operating Expenses	\$ 9,600
TOTAL COST for Housing Support Program	\$ 75,000
TOTAL BUDGET	<u>\$187,352*</u>

*Total Budget includes 10% HAP Administrative Fee and HSP line item budget

HOUSING SUPPORT PROGRAM (HSP)

QUARTERLY REPORT

FISCAL YEAR xxxx

Date: _____ **Prepared by:** _____ **Email:** _____ **Phone Number:** _____
Agency: Community Housing and Shelter Services **Program Name:** Housing Support Program
Reporting for 1st Quarter 2nd Quarter 3rd Quarter 4th Quarter
Goal: *Enable Welfare to Work customers to achieve and maintain stable housing, increase income, employment, and self-sufficiency.*

ACTIVITIES	INPUTS OR RESOURCES	EXPECTED POSITIVE OUTCOMES	MEASUREMENTS & INDICATORS	ACTUAL OUTCOMES	ADDITIONAL OUTCOME DATA
<ul style="list-style-type: none"> • Referral to temporary shelter • Case Management • Housing counseling • Housing workshops • Landlord engagement and recruitment (including list of units produced) <p>Frequency Varies</p> <p>Measurement Tools</p> <ol style="list-style-type: none"> 1. HMIS 2. Tracking spreadsheet and/or Database 	<p>Inputs (1.75) FTE, including (3) direct service staff and (.25) program manager; other supervision is used part time to track outcome measures and quality of service delivery</p> <p>Activities / Services Provide case management services, housing referrals, housing workshops, landlord outreach and engagement for CalWORKs WTW customers.</p> <p>Where Services will take place at 708 H Street, Modesto</p>	<ol style="list-style-type: none"> 1. 95% of all customers referred for services and who show to contracted agency before 4:00 p.m. will be referred to temporary shelter the same day 2. 85% of customers that complete contractor's intake process and accept services will receive a minimum of three (3) case management services with the case manager during their temporary shelter stay. 3. 35% of customers who receive temporary shelter services will obtain permanent housing. 	<ol style="list-style-type: none"> 1. # of customers referred used temporary shelter / # of customers referred for services and who show to contracted agency before 4:00 p.m. 2. # of customers completing three (3) case management services / # of customers completed intake and accepted services 3. # of customers that obtained permanent housing / total # of customers that received temporary shelter 	<ol style="list-style-type: none"> 1. % of customers referred for services prior to 3:00 p.m. received temporary shelter the same day 2. % of customers completed at least three (3) housing services appointments 3. % of customers who obtained permanent housing 	<ol style="list-style-type: none"> 1. # of landlords recruited that will rent to CSA homeless families 2. # families who receive two (2) or more positive outcomes; (to be determined, but may include credit repair education received, workshop attendance), in addition to obtaining permanent housing 3. # of new housing units obtained

Quarterly Fiscal Program Highlights: _____

Quarterly Fiscal Program Focus/Challenges: _____

Additional Comments: _____

I certify that the data provided is a true and accurate report of our organization's activities for the service month listed above.
