AMENDMENT TO PURCHASING AGENT AGREEMENT NO. 21-157, SS-20-083

This Amendment to PA Agreement No. 21-157, SS-20-083 is entered into this <u>24th</u> day of <u>January</u>, <u>2023</u>, 2022, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Redwood Community Services, Inc.**, hereinafter referred to as "CONTRACTOR".

WHEREAS, PA Agreement No. 21-157, SS-20-083 was entered into on May 10, 2021; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to extend the termination date set out in the original PA Agreement No. 21-157, SS-20-083, from June 30, 2022 to September 30, 2023; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in the original PA Agreement No. 21-157, SS-20-083, from \$50,000 to \$318,536; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to alter the Exhibit A, Definition of Services, and Exhibit B, Payment Terms, set out in the original PA Agreement No. 21-157, SS-20-083; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to alter the Attachment A, Invoice, set out in the original PA Agreement No. 21-157, SS-20-083; and

WHEREAS, it is the desire of the CONTRACTOR and COUNTY to add the Financial Report, Attachment B Report 2, to the original PA Agreement No. 21-157, SS-20-083.

NOW, THEREFORE, we agree as follows:

- 1. The termination date set out in the original PA Agreement No. 21-157, SS-20-083 is hereby extended from June 30, 2022 to September 30, 2023.
- 2. The amount set out in the original PA Agreement No. 21-157, SS-20-083 is hereby increased from \$50,000 to \$318,536.
- 3. The Exhibit A and Exhibit B, Definition of Services and Payment Terms, set out in the original PA Agreement No. 21-157, SS-20-083, are hereby superseded and replaced by the Exhibit A and Exhibit B attached hereto and incorporated herein by this reference.
- 4. The Attachment A, Invoice, set out in the original PA Agreement No. 21-157, SS-20-083, is hereby superseded and replaced by the Invoice attached hereto and incorporated herein by this reference.

5. The Attachment B Report 2, Financial Report, is hereby attached to the original Agreement No. PA 21-157, SS-20-083.

All other terms and conditions of PA Agreement No. 21-157, SS-20-083 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: <u>Bekkie Emery, Social Services Director</u>

Date: Dec. 20, 2022

Budgeted: Xes No

Budget Unit: 0446

Line Item: 86-2189

Org Code: VRES39

Grant: X Yes No

Grant No.: 20-ESGCV1-00039

COUNTY OF MENDOCINO

Bv: TED WILLIAMS, Chair Glenn McGourty

BOARD OF SUPERVISORS

Date: 01/24/2023

ATTEST: DARCIE ANTLE, Clerk of said Board

Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

DARCIE ANTLE, Clerk of said Board

By: 01/24/2023 Deputy

INSURANCE REVIEW:

By:

Risk Management

12/20/2022

Date:

CONTRACTOR/COMPANY NAME:

By: Victoria Kelly (Dec 20, 202215:04 PST) Victoria Kelly, Chief Executive Officer

Date: Dec 20, 2022

NAME AND ADDRESS OF CONTRACTOR:

Redwood Community Services, Inc.

631 S. Orchard Ave.

Ukiah, CA 95482

kellyv@redwoodcommunityservices.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS, County Counsel

Bv

Deputy

20/20

Date:

EXECUTIVE OFFICE/FISCAL REVIEW:

By:

Deputy CEO or Designee

20**/2022**

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors** Exception to Bid Process Required/Completed Agent: <u>RFQ 020-21</u> Mendocino County Business License: Valid Exempt Pursuant to MCC Section: <u>nonprofiu.t</u>

Date:

EXHIBIT A

DEFINITION OF SERVICES

I. On June 1, 2020, the Department of Housing and Community Development (HCD) released a Notice of Funding Availability for the Emergency Solutions Grant (ESG-CV), funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress on March 27, 2020. The ESG-CV provides funding to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance, and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus.

II. CONTRACTOR shall:

- A. Provide access to Rapid Rehousing (RRH) Services for individuals and families experiencing homelessness in Mendocino County through September 30, 2023 or until funding is no longer available to support these services.
 - 1. Rapid Rehousing activities to be provided are defined in 24 CFR 576.104 and include housing stabilization case management, housing relocation and stabilization services, and short- and/or medium-term rental assistance.
 - a. Housing relocation and stabilization services shall meet regulatory requirements found in 24 CFR § 576.105.
 - b. Short-term and medium-term rental assistance shall meet regulatory requirements found in 24 CFR § 576.106.
 - c. Notice CPD-21-08 identifies additional eligible costs under the CARES Act, which may be provided in addition to costs identified in 24 CFR § 576. These additional eligible costs are allowable until Notice CPD-21-08 is amended, superseded, or rescinded.
 - 2. Engagement with individuals and families experiencing homelessness shall include:
 - a. Provision of housing stability case management, tracking, and reporting of individual's progress towards stabilization and permanent housing. A case manager will provide services to individuals or families, as well as connect them to services to address; mental health, substance abuse, family welfare, educational, employment-related, or life skills issues.
 - b. Development of a case plan to include goals of safe and stable permanent housing and plans to achieve this goal.
 - 3. Program eligibility shall be as follows:

- a. Adults and families with minor children who are experiencing homelessness as defined by the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), found in 24 CFR Parts 91, 576, 582, and 583, as well as California State regulations pertaining to the Emergency Solutions Grant, found in California State regulations 25 CA ADC § 8400.
- b. Prioritization of services shall be performed using the current Mendocino County Homeless Services Continuum of Care (MCHSCoC) Coordinated Entry System prioritization criteria.
- B. Coordinate with other agencies:
 - 1. Collect, input, and use required Homeless Management Information System (HMIS) data and Coordinated Entry (CE) documentation and process for determining priority and providing appropriate services to individuals, as approved by the MCHSCoC.
 - a. Complete intake forms including HMIS required components and enter into the HMIS within the first twenty-four (24) hours of contact with individuals.
 - b. Complete MCHSCoC CE approved assessment tool and attach to the individual's electronic HMIS file and enter (for each individual) information into the CE System, within seventy- two (72) hours of initial contact.
 - 2. Maintain active membership and participate in the MCHSCoC meetings and all recommended trainings.
- C. Be responsible for other terms and conditions by:
 - 1. Developing and maintaining policies and procedures that address:
 - a. Eligibility criteria for entry, discharge, and uniform application.
 - b. The rights and dignity of individuals to the fair and unbiased application of second chances and grievances.
 - c. The right to refuse services to any person(s) exhibiting bizarre or abusive behavior or with a history of same behavior.
 - 2. Maintaining confidentiality of client files.
- D. Adhere to the following Racial Equity statement:

- 1. As a condition of receiving ESG-CV funds, HCD directs that Continuums of Care should prioritize the advancement of racial equity and inclusion at all levels of the homeless response system. CONTRACTOR will provide for and improve access to services, services provision, and outcomes among disproportionately underrepresented populations. CONTRACTOR cannot simply rely on delivering a standardized set of services to address equity and inclusion. CONTRACTOR is responsible for examining their data, ensuring all eligible persons are receiving equitable supportive services with dignity, respect, and compassion regardless of their circumstances, abilities, or identity. CONTRACTOR must respond to disproportionality in access to services, service provision, and client outcomes, and should ensure the voices of disproportionately impacted communities and those with lived experience of homelessness are centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness.
- E. Use Strategic Plan to Address Homelessness in Mendocino County to guide the creation of goals to develop project change (Attachment C).
- F. Submit monthly reports:
 - 1. Submit the following reports (Attachment B) with each invoice (Attachment A):
 - a. Report 1: Client Served List:
 - Itemize number of persons receiving or denied services (HMIS Client List using unique Client ID numbers accepted in lieu of itemized client list).
 - ii. Number of persons denied RRH services.
 - b. Report 2: Financial Report
 - i. Categorical report of expenses as required by HCD
- G. Comply with the following regulations:
 - 1. Requirements as set out in federal regulations 24 CFR Parts § 91, § 576, § 582, § 583, 2 CRF § 200, and California State regulations 25 CA ADC § 8400.
 - Requirements as set out in Department of Housing & Community Development, 2020 ESG-CV Coronavirus Notice of Funding Availability (NOFA), as found at the following link: <u>https://www.hcd.ca.gov/grantsfunding/active-funding/esg/docs/2_ESG-CV_NOFA_Signed.pdf</u>.

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainer and support for collection of data required for reporting purposes.
- B. Provide payment according to the criteria of the invoice/reports and the attached Budget (Exhibit B).
- C. Appoint a representative of Mendocino County Department of Social Services to act as a liaison with the CONTRACTOR for housing and homelessness related services.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

A	PERSONNEL SALARIES AND BENEFITS:	\$124,060					
	Rapid Re-Housing navigators, program manager, other staff time spent operating HMIS, public relations staff						
В	OPERATING EXPENSES:	\$141,808					
	 Participant Financial Assistance not to exceed 24 months in a 3-year period limited to: 						
	a. Rental housing application fees;						
	b. Short- and/or medium-term rental assistance:						
	c. Security deposits equal to no more than 2 months' rent;						
	d. Last month's rent, not to exceed one month's rent;						
	 Utility payments, deposits, and up to 6 months of arrear payments limited to gas, electric, water, and sewage; 						
	f. Moving costs, such as truck rental or hiring a moving company, and payment of temporary storage fees for up to 3 months.						
	 Landlord Incentive Costs may be provided in addition to the above costs if necessary to secure a housing unit, which are limited to: 						
	a. Signing bonuses equal to up to 2 months of rent;						
	 Security deposits equal to up to 3 months of rent, separate from the security deposit costs under Financial Assistance; 						
	 Costs to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit; and, 						
	 Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances. 						
С	TRAVEL EXPENSES:	\$4,000					
	Staff travel costs to conduct intakes and to attend HUD-sponsored and HUD-						
	approved training on HMIS and programs authorized by Title IV of the						
	McKinney-Vento Homeless Assistance Act						
D	OTHER COSTS:	\$20,000					
	Purchase or lease computer hardware, software or software licenses,						
	telephones, fax machines, and furniture; leasing office space; utilities limited to electricity, gas, water, phone service, and high-speed internet related to the						
	provision of Rapid Re-Rehousing assistance						
E	INDIRECT COSTS:	\$28,668					
	de minimis rate of 10% of modified direct costs allowable per 2 CRF 200						
CON	NTRACT TOTAL	\$318,536					

- II. Submission of claims and reports will comply as follows:
 - A. CONTRACTOR will submit monthly invoices (Attachment A) and reports (Attachment B) to the HOMe Team:

Mendocino County Department of Social Services Attn: HOMe Team Program Administrator 747 S. State Street Ukiah, CA 95482

- B. Original receipts and invoices for actual costs will need to be provided for reimbursement.
- C. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoices.
- D. COUNTY will not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
- E. Line item budget shifts up to ten percent (10%) do not require COUNTY approval. Line item budget shifts greater than ten percent (10%) require a pre-approval email from the Program Administrator or designee.

Services and payments under this Agreement shall not exceed Three Hundred Eighteen Thousand Five Hundred Thirty-Six Dollars (\$318,536).

[END OF PAYMENT TERMS]

Attachment A INVOICE Redwood Community Services R# 2020–2021 CONTRACT NUMBER:

VENDOR#

Vendor	Send to		
Redwood Community Services 631 S Orchard Ave Ukiah, CA 95482 Monthly Invoice for	Mendocino County Department of Social Services HOMe Team Program Administrator or Designee P.O. Box 839, Ukiah, CA 95482 707-468-7071 wilsonv@mendocinocounty.org Total Amount of Invoice \$		
Activity	Amount		
PERSONNEL SALARIES AND BENEFITS Contract Rate: \$124,060 Payable: N/A	\$		
OPERATING EXPENSES: Contract Rate: \$141,808 Payable: As Expended	\$		
TRAVEL EXPENSES: Contract Rate: \$4,000 Payable: N/A	\$		
OTHER COSTS: Contract Rate: \$20,000 Payable: N/A	\$		
INDIRECT COSTS: Contract Rate: \$28,668 Payable: de minimis rate of 10% of modified direct costs		\$	
•	INVOICE TOTAL	\$	

I Hereby Certify The Services Described Above Have Been Performed and Na Prior Claim Has Been Presented for Said Services.	I Hereby Certify The Services Described Above Were Necessary for Use by the Department
Executive Director Redwood Community Services	Veronica Wilson, Program Administrator MCDSS Housing Options for Mendocino (HOMe) Team
Date:	Date:

Attachment B Report 2

ESG-CV Financial Report Redwood Community Services Month and Year

,		oh		Month and T	ear	
Activity Type	Component	Sub-Component	Direct Amount	Indirect Amount	Total Amount	*Mandatory Namative
Rapid Re Housing		\$0.00	\$0.00	\$0.00		
	Rental Assistance		\$0.00	\$0.00	\$0.00	
i		Short-Term RA			\$0.00	
		Medium-Term RA			\$0.00	
	Relocation and Stabili	zation Services/FA	\$0.00	\$0.00	\$0.00	
		Relocation and Stabilization Services Case Management		\$0.00	\$0.00	
		Rental Application Fees			\$0.00	
		Security Deposits			\$0.00	
		Utility Deposits			\$0.00	
		Utility Arrearages			\$0.00	
		Mediation		\$0.00	\$0.00	
		Legal Services		\$0.00	\$0.00	
		Moving Costs			\$0.00	
		Renters Insurance			\$0.00	
	Essential Services		\$0.00	\$0.00	\$0.00	
		Childcare		\$0.00	\$0.00	
		Education Services		\$0.00	\$0.00	
		Emplyment Assistance & Job Training		\$0.00	\$0.00	
		Legal Services		\$0.00	\$0.00	
		Life Skills Training		\$0.00	\$0.00	
		Transportation		\$0.00	\$0.00	
		PPE		\$0.00	\$0.00	
		Essential Services Case Management		\$0.00	\$0.00	
		Participant Cell Phones/Internet		\$0.00	\$0.00	
	CARES Act Activities		\$0.00	\$0.00	\$0.00	
		*Hazard Pay		\$0.00	\$0.00	
		*Landlord Incentives			\$0.00	
		*Volunteer Incentives		\$0.00	\$0.00	
		*Training		\$0.00	\$0.00	
		*Furniture & Household Furnishings			\$0.00	
		Vaccine Incentives			\$0.00	
Homeless Managem	ent Information Syste		\$0.00	\$0.00	\$0.00	
		Hardware, Equipment and Software Costs	\$0.00	\$0.00	\$0.00	
		Hardware			\$0.00	
		Equipment			\$0.00	
		Software			\$0.00	
		Staffing, Salaries for Operating HMIS		\$0.00	\$0.00	
	CARES Act Activities		\$0.00	\$0.00	\$0.00	
		*Training and Overhead		\$0.00	\$0.00	
		TOTAL	AREFI	AREFI	REFI	
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