

COUNTY OF MONTEREY
Amendment #3 to Agreement #5010-197
City of Salinas

This Amendment #3 is made and entered into by and between the County of Monterey, a political subdivision of the State of California, (hereinafter “COUNTY”), and the City of Salinas (hereinafter “CONTRACTOR”).

WHEREAS, COUNTY and CONTRACTOR entered into an agreement for the operation of the Project Roomkey program for high-risk COVID-19 homeless residents with a term of November 2, 2021 through June 30, 2022 for a total contract amount of \$1,796,632.00 (hereinafter “Original Agreement”).

WHEREAS, the parties amended the agreement via Amendment #1 to extend the term through June 30, 2023 and add \$2,062,293 for a revised contract amount of \$3,858,925.

WHEREAS, the amended the agreement via Amendment #2 to add Project Roomkey (PRK) state funds in the amount of \$6,575 for a new PRK total of \$1,803,207.00 and extend the PRK expenditure period through June 30, 2023 and reduce the American Rescue Plan Act (ARPA) funding by \$562,193.08 for a new ARPA total of \$1,500,099.92. These changes result in a new overall contract total of \$3,303,306.92.

WHEREAS, the parties wish to amend the agreement via Amendment #3 to reduce Project Roomkey (PRK) state funds in the amount of \$18,529.25 for a new PRK total of \$1,784,677.75 and add the American Rescue Plan Act (ARPA) funding by \$562,193.08 for a new ARPA total of \$2,062,293.00 and extend the service period through March 2024. These changes result in a new overall contract total of \$3,846,970.75.

AGREEMENT

Now Therefore, the parties agree to amend the Agreement as follows:

This Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement and in Amendment #1, except as specifically set forth below.

1. **Section 2.0, Paragraph titled “PAYMENT PROVISIONS” is amended to read as follows:**
“County shall pay CONTRACTOR in accordance with the payment provisions set forth in **Exhibit AAAA**, 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 **\$3,846,970.75**.”
2. **Exhibit AAAA** reflects the revised contract **total of \$3,846,970.75 and the extension of the program operation period** to the scope of work.
3. **Exhibit BBB** replaces Exhibit BB and references the new **Exhibits AAAA, CCCC and DDD-1**.
4. **Exhibits CCCC and DDD-1** reflect the **reduction** of state PRK funds in the amount of **\$18,529.25**, the extended operational period to **March 31, 2024**, and the **addition** of ARPA funds in the amount of **\$562,193.08**, for a new contract total of **\$3,846,970.75**.

5. Except as provided herein, all remaining terms, conditions and provisions of the original Agreement are unchanged and unaffected by this by this **Amendment #3** and shall continue in full force and effect as set forth in the **Original Agreement, Amendment #1 and Amendment #2**.
6. A copy of this **Amendment #3** shall be attached to the Original Agreement.

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

COUNTY OF MONTEREY:

By: _____
(DSS Director/Assistant Director)

(Print Name & Title)

Date: _____

CONTRACTOR:

City of Salinas

By: _____
(Chair, President, Vice-President)

(Print Name & Title)

Date: _____

By: _____
(Secretary, CFO, Treasurer)

(Print Name and Title)

Date: _____

Approved as to Form:

Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions:

Auditor-Controller's Office

Date: _____

SCOPE OF SERVICES/PAYMENT PROVISIONS

CITY OF SALINAS
"Project Roomkey"

- A. TOTAL FUNDING:**
- | | |
|-----------------------|--|
| \$1,241,013.92 | State PRK Funds |
| \$1,241,013.92 | Total November 2, 2021 – June 30, 2022 |
| \$ 543,663.83 | State PRK Funds |
| \$ 543,663.83 | Total July 1, 2022 – June 30, 2023 |
| \$2,062,293.00 | County ARPA Funds |
| \$2,062,293.00 | Total July 1, 2022 – March 31, 2024 |
- \$3,846,970.75 Total Funds**
- B. CONTRACT TERM:** November 2, 2021, to **March 31, 2024**
- 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: City of Salinas, Community Development Department
Rod Powell, Planning Manager
65 W. Alisal Street, Salinas, CA 93901-2639
Phone: (831) 758-7487 Fax: (831) 775-4258
rodp@ci.salinas.ca.us
- Location of Services: Project Roomkey
Confidential Motel Locations
Salinas and Marina, CA
- Emergency Operations Center: Operations Section Chief
Phone: (831) 796-1922
- D. CONTRACT AWARD INFORMATION**
- CONTRACTOR UEI: CHDSBL29G9Z5
Date County Awarded Funding: N/A
CFDA Passthrough Information and Dollar Amount: **State Funds, Project Roomkey, (PRK) \$1,784,677.75 and ARPA \$2,062,293.00**
Federal Award Description: N/A
Research and Development: No
Indirect Cost Rate: N/A

SCOPE OF SERVICES/PAYMENT PROVISIONS

E. BACKGROUND

The Project Roomkey (PRK) initiative was created to provide non-congregate shelter options (e.g., hotels, motels, trailers) to individuals experiencing homelessness with priority given to those who are COVID-positive or known to have been exposed to COVID but not requiring hospitalization, and those with high-risk factors for severe illness such as being over the age of 65 and/or having chronic health conditions. The goal of this effort is to protect human life and minimize strain on health care system capacity.

As defined by the California Department of Social Services (CDSS), PRK encompasses all non-congregate shelter sites established for the purpose of protecting vulnerable individuals experiencing homelessness regardless of funding source or hotel agreement type. This agreement addresses COVID asymptomatic and high-risk homeless populations of PRK. The Monterey County Alternate Housing Program operated by the Monterey County Office of Emergency Services responds to COVID-positive or known to have been exposed to COVID populations.

F. DESCRIPTION OF SERVICES

CONTRACTOR shall provide or coordinate services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

- F.1 Provide and coordinate non-congregate shelter established for the purpose of protecting vulnerable Monterey County residents who are currently experiencing homelessness or living in a place not designed for or ordinarily used as a regular sleeping accommodation (including car, park, abandoned building, bus/train station, airport, or camping ground).
- F.2 Acknowledging that rooms provided through Project Roomkey may be limited, priority **may** be given to high-risk populations consistent with state and federal public health guidance, and Federal Emergency Management Agency (FEMA) reimbursement eligibility criteria for people experiencing homelessness **but the program is not limited to this population and may serve other vulnerable and chronic homeless individuals.**
 - F.2.1 The Centers for Disease Control (CDC) defines people over 65 and people of all ages with underlying medical conditions, particularly if not well controlled, as high-risk. These conditions include, but are not limited to, chronic lung disease or moderate to severe asthma, people who have serious heart conditions, are immunocompromised, severely obese, have diabetes, or are being treated for cancer.
- F.3 CONTRACTOR shall coordinate “Program Oversight” defined as coordinating intake procedures with all new program participants, management of new, current and continuing program participants, development and enforcement of program guidelines, discharge and transition of exiting program participants, and any other administration of daily operations including but not limited to reporting, recordkeeping, finance and communications.
 - F.3.1 Develop and implement standardized intake and operating procedures.
 - F.3.2 Provide rules and services to all program participants and establish a code of conduct.
 - F.3.3 Emphasize and educate staff and participants regarding frequent hand washing, and other steps to minimize risk of exposure to COVID-19 as recommended by CDC Guidance for Homeless Service Providers:
- F.4 CONTRACTOR shall coordinate “Case Management” services defined as room assignments, coordinating daily monitoring of all program participants, program

SCOPE OF SERVICES/PAYMENT PROVISIONS

- participant supplies, and monitoring the safety, sanitation and security of hotel rooms and surrounding areas.
- F.4.1 Room assignments shall be made to meet individual access and functional needs.
 - F.4.2 Provide as much space as necessary for people with functional/access needs who require lift equipment, mobility devices and service animals.
 - F.4.3 Allocate separate space for families with small children, single men and women, the elderly, night workers who sleep during the day and other unique situations.
- F.5 CONTRACTOR shall provide “Wrap Around Services” defined as provision or coordination of resources to support the health and safety of program participants that include but are not limited to the following:
- F.5.1 Health support
 - F.5.2 Behavioral health services
 - F.5.3 Transportation
 - F.5.4 Accommodations for disabilities and access/functional needs
- F.6 CONTRACTOR shall coordinate provision of “Rapid Re-Housing Services” defined as coordinated services providing housing navigation, rent and move-in assistance and case management focused on housing plans that establish and achieve milestones with the ultimate goal of helping individuals and families quickly exit homelessness by getting them housing.
- F.6.1 Use of trauma-informed practices and motivational interviewing techniques to encourage program participants to take ownership of their housing plans.
 - F.6.2 Frequent and regular meetings with program participants to address barriers to housing.
 - F.6.3 Provision of financial rent and move-in assistance necessary to support individuals and families obtain and maintain housing including, but not limited to: landlord incentives, security deposits including double or triple deposits, first or last month’s rent payments, credit check fees, moving expenses, utility deposits or utility arrears, rental application fees, furniture and housing needs, and/or rental arrears impeding current ability to rent.
- G. CONTRACTOR RESPONSIBILITIES**
- G.1 CONTRACTOR shall ensure all program participants are entered into the Homeless Management Information System (HMIS) and coordinate housing referrals through the Coordinated Assessment and Referral System (CARS) as appropriate.
 - G.2 CONTRACTOR shall direct all new referrals to the **Community Health Engagement referral form** ~~Monterey County Emergency Operations Center by means of the online Monterey County Alternate Care and Shelter Referral System~~ to ensure all program participants have been logged and screened for safety factors.
 - G.3 CONTRACTOR shall regularly assess and accommodate for access and functional needs for all program participants.
 - G.4 CONTRACTOR shall coordinate transportation upon entry and exit into the facility for all program participants at no cost to participant.
 - G.4.1 Additional transportation to fulfill medically essential needs may also be provided.

SCOPE OF SERVICES/PAYMENT PROVISIONS

- G.5 CONTRACTOR shall coordinate the provision of behavioral health assessments for program participants as determined appropriate.
- G.6 CONTRACTOR shall ensure adequate security for all program participants.
CONTRACTOR shall maintain security guards and ensure they are present on-site 24 hours a day, 7 days a week to limit public access.
- G.7 CONTRACTOR shall coordinate and provide for program participant access to laundry facilities at no cost to the program participant.
- G.8 CONTRACTOR shall maintain awareness of COVID-19 symptoms among program participants and ensure program participants exhibiting symptoms self-isolate and get tested.
- G.9 CONTRACTOR shall conduct frequent and regular room checks for all program participants to ensure that rooms are clean, habitable, and not cluttered or damaged.
 - G.9.1 Checks shall be scheduled in advance, in consultation with participants, during normal business hours. All room checks must be conducted in a reasonable manner with due regard for the safety, health, wellbeing, and privacy of the resident and his/her belongings.,
- G.10 CONTRACTOR is encouraged and recommended to utilize Personal Protective Equipment (PPE) such as gloves, gowns, goggles, face shields, and face masks for staff and program participants as needed.

H. REPORTING INSTRUCTIONS & SUBMISSION

- H.1 REPORTING UPDATES:
 - H.1.1 CONTRACTOR shall report monthly on program operations using the HMIS CAPER report and make following metrics accessible through shared program tracking spreadsheets:
 - H.1.1.a Cumulative number of program participants that participated in the program tallied daily.
 - H.1.1.b Number of program participants actively participating in the program tallied daily.
 - H.1.1.c Number of program participants who have been released, eloped, or transitioned from the program tallied daily.
 - H.1.1.d Number of motel rooms occupied by the program tallied daily.
 - H.1.2 CONTRACTOR shall report immediately to the Monterey County Emergency Operations Center.
 - H.1.2.a Incidents resulting in a threat to life safety and property.
 - H.1.2.b Incidents resulting in a response from the local police, fire, or ambulance provider.
 - H.1.2.c Deceased program participants.
- H.2 MONTHLY SERVICE AND OUTCOMES REPORT: CONTRACTOR shall report monthly on the following program metrics:
 - H.2.1 Number of active program participants
 - H.2.2 Number of program participants assessed and actively engaged in case management
 - H.2.3 Number of program participants exited to transitional or permanent housing
 - H.2.4 Detailed program participant discharge information including
 - H.2.4.a Days in program
 - H.2.4.b Reason for discharge

SCOPE OF SERVICES/PAYMENT PROVISIONS

- H.2.4.c Types of services provided
- H.2.4.d Types of benefits secured
- H.2.4.e Destination upon discharge
- H.2.5 Monthly reports shall be submitted to the County Contract Monitor as listed in Section C.
 - H.2.5.a CONTRACTOR shall complete the “Monthly Project Roomkey Report” to be submitted with the monthly invoice on the form attached as Exhibit A-1 for all months in which State PRK funds are utilized.

I. PAYMENT PROVISIONS

- I.1 COUNTY shall pay CONTRACTOR per the terms set forth in Exhibit B, DSS Additional Provisions, Section 1, PAYMENT BY COUNTY.
- I.2 PAYMENT SUMMARY
 - I.2.1 The total amount payable by County to CONTRACTOR for the period November 2, 2021 through June 30, 2022 shall not exceed one million two hundred forty-one thousand thirteen dollars and ninety-two cents. (\$1,241,013.92) per Exhibit CCC, Budget.
 - I.2.2 The total amount payable by County to CONTRACTOR for the period July 1, 2022 through **March 31, 2024 shall not exceed two million six hundred five thousand nine hundred fifty-six dollars and eighty-three cents (\$2,605,956.83) per Exhibit CCCC, Budget.**
 - I.2.3 The maximum amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed **three million eight hundred forty-six thousand nine hundred seventy dollars and seventy-five cents (\$3,846,970.75) per Exhibit CCCC, Budget.**

J. INVOICING INSTRUCTIONS & SUBMISSION

- J.1 CONTRACTOR shall submit original signed invoices with supportive documentation to the COUNTY setting forth the amount claimed by the 10th day of the month following the month in which services were performed.
 - J.1.1 The final close out invoice for contingencies is due no later than 30 days following the program’s closure.
- J.2 The PRK funding invoice shall be submitted on the invoice form set forth in Exhibit DD-1.
- J.3 The ARPA funding invoice shall be submitted on the invoice form set forth in **Exhibit DDD-1.**
- J.4 All original invoices shall be submitted to the County Contract Monitor as listed in Section C.

End of Exhibit

November 2, 2021 - March 31, 2024

Agency Name City of Salinas

Expense Categories	PRK YR1 Funds (11/2/21 - 6/30/22) \$1,241,013.92	PRK YR2 Funds (7/1/22 - 6/30/23) \$543,663.83	County ARPA Funds (7/1/22 - 3/31/24) \$2,062,293.00	Total Budget \$3,846,970.75
Case Management (CHE)	\$ 169,841.42	\$ -	\$ 752,669.50	\$ 922,510.92
Housing Navigation (CCCIL)	\$ 65,727.23	\$ -	\$ 160,280.00	\$ 226,007.23
City Analyst	\$ 90,483.33	\$ -	\$ 75,000.00	\$ 165,483.33
Motel Rooms	\$ 714,368.82	\$ 543,663.83	\$ 571,939.17	\$ 1,829,971.82
Security	\$ 190,487.00	\$ -	\$ 377,065.33	\$ 567,552.33
Rapid Rehousing (CHE & CCCIL)	\$ 10,106.12	\$ -	\$ 75,339.00	\$ 85,445.12
Damages and Repairs	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00
PSH Coordination (Step Up)	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -
Program Total	\$ 1,241,013.92	\$ 543,663.83	\$ 2,062,293.00	\$ 3,846,970.75

Budget Narrative

Expense Category	Line Item narrative
Case Management (CHE)	CSUMB CHE Budget - include case managers, supplies, transportation for guests (taxi vouchers, bus passes, uber), toiletries and supportive garments, housing navigation and stabilization services.
Housing Navigation (CCCIL)	CCCIL - engagement, vital documentation, independent living, on site supervision of program, staff, front desk worker, and site coordinator.
City Analyst	.5 FTE full time staff from City of Salinas
Motel Rooms	Motel Rooms including laundry access
Security	Security subcontracted monthly
Rapid Rehousing (CHE & CCCIL)	CHE and CCCIL to provide Landlord Engagment and Housing Navigation (Direct financial assistance for rehousing and removing barriers to housing placements)
Damages and Repairs	For minor damages and repairs to motel rooms upon guest exits
PSH Coordination (Step Up)	Removed and reallocate funds to cover for security cost. The City of Salinas will use different funds to cover for these services.

Funding Source: State PRK and County ARPA Funds