

## **NAPA COUNTY AGREEMENT NO. 190021B AMENDMENT NO. 2**

**THIS AMENDMENT NO. 2 TO NAPA COUNTY AGREEMENT NO. 190021B** is effective as of this 1st day of July 2022 between NAPA COUNTY, a political subdivision of the State of California (hereinafter referred to as (“COUNTY”) and **ABODE SERVICES**, a California nonprofit corporation, whose mailing address is 40849 Fremont Blvd., Fremont, CA 94538 (hereinafter referred to as “CONTRACTOR”). COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

### **RECITALS**

**WHEREAS**, as of July 1, 2020, COUNTY and CONTRACTOR entered into Napa County Agreement No. 190021B (hereinafter referred to as the “Agreement), to provide housing and disability advocacy services under the Housing and Disability Advocacy Program (HDAP) to address housing and income needs of individuals or families experiencing chronic homelessness and who are disabled; and

**WHEREAS**, as of July 1, 2020, the Parties amended the Agreement to replace Exhibit B with Exhibit “B-1” to revise specific line items of the budget to address a higher need for outreach services to clients with no change to the contract maximum; and

**WHEREAS**, as of July 1, 2022, the Parties wish to amend the Agreement to amend the term to July 1, 2022, through June 30, 2025, increase the contract maximum payable to CONTRACTOR to make use of additional allocation funds, replace Exhibit A with Exhibit “A-1” (Scope of Work) to increase the services provided and replace Exhibit B-1 with Exhibit “B-2” (Compensation) to revise the budget to include the additional allocation funds.

### **TERMS**

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Section 3—Specific Terms and Conditions Section 3.4 is modified as follows:

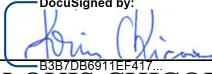
General Terms and Conditions Section 2.1(b) is modified to read in full as follows: The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, and shall expire on **June 30, 2025**, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause), 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date

or early termination in relation to the obligations prescribed by Paragraphs 2.15  
(Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. The maximum amount of the payment on Page 1 of the Agreement for FY 22-23 and each automatic renewal thereof shall be **Three Hundred Thirty-Seven Thousand One Hundred Sixty-Eight Dollars (\$337,168.00)**, reflecting an increase of **Two Hundred Forty-Three Thousand Six Hundred Eighty-Two Dollars (\$243,682.00)** provided however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
3. Exhibit A is hereby replaced in its entirety with “Exhibit A-1” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “A” shall refer to “Exhibit A-1” from the effective date of this Amendment No. 2.
4. Exhibit B-1 is hereby replaced in its entirety with “Exhibit B-2” attached hereto and incorporated by this reference as set forth herein; all references in the Agreement to Exhibit “B” or “B-1” shall refer to “Exhibit B-2” from the effective date of this Amendment No. 2.
5. Except as provided above, the terms and conditions of the Agreement shall remain in full force and effect as originally approved and amended.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 2 of Agreement No. 190021B as of the date first above written.

ABODE SERVICES

By \_\_\_\_\_  
  
DocuSigned by:  
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LOUIS CHICOINE, Chief Executive Officer

By \_\_\_\_\_  
  
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JOHN REIBER, Chief Financial Officer

"CONTRACTOR"

NAPA COUNTY, a political subdivision of  
the State of California

By \_\_\_\_\_  
BELIA RAMOS, Chair of the Board of Supervisors

“COUNTY”

APPROVED AS TO FORM  
Office of County Counsel  
BY: Douglas V. Parker, Deputy (e-sign)  
DATE: January 23, 2023

**EXHIBIT “A-1”**  
**Housing and Disability Advocacy Program (HDAP)**  
**SCOPE OF WORK**

July 1, 2022 through June 30, 2023  
(and each automatic renewal)

CONTRACTOR shall provide COUNTY OF NAPA – SELF-SUFFICIENCY SERVICES DIVISION (SSSD) with the following services:

- I. CONTRACTOR will provide housing and disability income advocacy services under the Housing and Disability Income Advocacy Program (HDAP) to address housing and disability income attainment needs of disabled, homeless individuals. HDAP services will involve providing street-level outreach and engagement, housing location services, landlord engagement services, disability benefits advocacy, and case management services to return people experiencing homelessness to permanent housing.
- II. Referral and eligibility determination
  - a. All clients considered for HDAP services will be determined in coordination among the CONTRACTOR, SSI/SSDI Application Assistance contractor, and SSSD taken into consideration the client's need for housing, public benefits (SSI/SSD), as well as other vulnerabilities.
  - b. Clients identified as homeless AND have a need to receive assistance in obtaining disability based income shall be considered for the HDAP program. Individuals identified as chronically homeless shall be prioritized for enrollment into the program.
  - c. For the purposes of HDAP, chronically homeless and homeless is defined in 24 CFR section 91.5. These are the definitions used by the U.S. Department of Housing and Urban Development (HUD). The definitions are also listed in All County Welfare Directors Letter dated July 27, 2017.
  - d. Work collaboratively with SSSD to determine which clients are an appropriate fit for HDAP and which clients should be exited from the program.
- III. CONTRACTOR will provide HDAP services to include:
  - a. Provide services to disabled individuals who are homeless.
  - b. Culturally appropriate services to the population served.
  - c. Fully participate with the broader homeless system.

- d. Provide services that are considered low-barrier, meaning that participants are not screened out based on having too little or no income, having an active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
- e. Provide street-level outreach and engagement services to include at minimum:
  - i. Hire and retain staff with the skills and experience necessary to provide HDAP outreach and engagement services.
  - ii. Outreach will be client-centered and focused on meeting each client “where they are at.”
  - iii. Offer unsheltered individuals access to resources such as, food, clothing, hygiene kit and other basic amenities that meet immediate needs.
  - iv. Conduct an initial screening and assessment for the County’s Coordinated Entry Program and other necessary resources.
  - v. Accept referrals from providers and follow up when informed of an unsheltered or otherwise vulnerable person is in need of HDAP services.
  - vi. Provide inreach services to institutions like jails and emergency rooms.
- f. Conduct outreach efforts to ensure that eligible individuals in need are identified and screened for HDAP services.
- g. Provide HDAP case management services to include at minimum:
  - i. Rely on evidence-based practices for serving vulnerable homeless populations, including motivational interviewing, trauma-informed care, and be rooted in the principles of Housing First and harm reduction.
  - ii. Hire and retain staff with the skills and experience necessary to provide HDAP case management services.
  - iii. Identify the appropriate benefits and services for which the client is eligible but not connected, including SSI/SSDI, Veteran’s Benefits, CalFresh, Medi-Cal, etc.
  - iv. Provide support to the client with attaining those benefits, including referring appropriate clients to HDAP Benefits Advocacy offered by the SSI/SSDI Application Assistance contractor or SSSD.
  - v. Serve as a liaison with benefits advocacy organizations to ensure applications are complete and to track progress and completion.

- vi. Assisting clients with accessing Coordinated Entry, including conducting screening and assessments as appropriate, and performing other follow up and support when a client is matched to resources.
  - vii. Provide housing-related case management and navigation services, such as developing a housing plan with realistic housing options; assisting with assembling documents needed for housing; support with completing housing applications; development of key tenancy skills, etc.
  - viii. Conduct other key service coordination tasks, including connecting clients to primary medical care; substance use treatment, mental health care; meaningful daily activities; and other services and programs that a client needs during and after housing placement.
  - ix. Meet regularly with each client to support the client with housing and service goals and accompany the client to appointments as needed.
  - x. Participate in any appropriate care coordination activities with other providers to ensure seamless, consistent care and shared treatment goals.
  - xi. Connect clients to short-term/interim housing resources (e.g. emergency shelter) in the event that longer-term options are not immediately available.
  - xii. Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding case management.
- h. Provide Housing Assistance services to include at minimum:
- i. Seek to connect each HDAP client to permanent affordable housing and resources and services needed to attain and remain stably housed that may include:
    1. Permanent supportive housing (PSH) opportunities, such as VASH vouchers for eligible veterans with disabilities, Shelter Plus Care vouchers, or other PSH programs for chronically homeless households.
    2. Rapid Re-Housing (RRH) and other short-to-medium term subsidies, such as Emergency Solutions Grant (ESG) subsidies, for clients who do not need as high a level of care.
      - a. Rental Assistance shall be limited to no more than 6 months for each HDAP participant and will follow a tiered subsidy schedule that includes 100%, 75%, 50%, and 25% rental subsidies. Subsidy length and structures shall be determined by the CONTRACTOR and SSSD staff and will be based on need and availability of funds.

- i. After the Rental Subsidy structure has been approved, CONTRACTOR staff will complete the Subsidy Structure form and provide it to SSSD's Self Sufficiency Manager and Staff Services Analyst within 7 days of approval.
  - ii. CONTRACTOR shall process rental assistance payments, security deposit payments, and provide financial assistance for any required application fees associated with participants applying for housing.
- b. If it is determined that an HDAP participant would be better served with other funding streams that provide short-to-medium term subsidies, or if the HDAP program lacks available funds for rental subsidies and security deposits, HDAP participants may be considered for assistance using alternative funding streams, such as Emergency Solutions Grant (ESG) subsidies
3. CONTRACTOR shall provide housing search assistance to HDAP participants that includes at minimum providing housing leads, assessing participants for permanent supportive housing opportunities, locating low-income housing opportunities, assisting with completion and submission of low income housing applications, obtaining and preparing required documentation for housing application process, and facilitating the lease up process for participants.
- ii. Connect HDAP clients with interim housing when available and appropriate, if an HDAP client is unable to connect immediately to permanent housing.
  - iii. Support to identify other creative housing solutions, including shared housing, staying with friends/family, etc.
  - iv. Once housed, offer ongoing tenancy support, crisis management, mediation with landlords and other services to ensure ongoing housing stability.
- i. Provide Interim Housing Services to HDAP participants that include at minimum:
    - i. Offer interim housing options as described below that are reviewed and agreed upon by both SSSD and CONTRACTOR:
      - **South Napa Shelter:** For 12 HDAP participants who agree to enter and stay at South Napa Shelter, they would receive a \$50 per week gift card so long as they continuously stay at the shelter for up to 16

weeks and an additional \$50 per month for attending all case management meetings with the CONTRACTOR's HDAP case manager and the SSI/SSDI Application Assistance contractor's case manager over the course of the month.

- **Bridge Housing Room Rental:** Offer 7 HDAP participants with homeless documentation who have repeatedly declined to stay at South Napa Shelter an opportunity to rent a room from someone from the general public or from a family/friend. CONTRACTOR will locate opportunities and facilitate lease execution. CONTRACTOR will pay up to \$1000/month for up to one year and provide up to a \$2000 rental deposit.
- ii. Mitigate instances of fraud by verifying leases to ensure the person receiving the check is the appropriate and authorized individual to accept payment. Conduct phone check-ins with landlord and home visits to ensure participant is staying in the rental HDAP is subsidizing and that the unit is habitable and safe.

Home visits can be short in duration and should be conducted within the following time frames, at minimum, while HDAP is providing a subsidy for unit.

- Conduct initial home visit within 2 weeks of move-in date.
- Conduct second home visit 3 months after move-in
- Conduct a phone call check-in with landlord or a home visit 6 months after move-in
- Conduct a phone call check in with landlord or a home visit 9 months after move-in

IV. SSSD will provide supportive services including:

- a. A designated point of contact for all General Assistance (GA), CalFresh (CF), and/or Medi-Cal (MC) eligible or potentially eligible clients who will:
  - i. Communicate regularly with CONTRACTOR staff in regard to client eligibility
  - ii. Ensure, to the best of their ability, that clients remain eligible for eligibility programs
  - iii. Provide employment and training services for HDAP clients that qualify for Napa Employment Connection (NEC) services and for clients that do not qualify for NEC services, provide referrals as appropriate to workforce development partners.

- iv. Regularly communicate with CONTRACTOR staff in regard to employment and training needs for clients.
- v. Meet regularly with CONTRACTOR to coordinate services for clients and monitor program outcomes at the client level.

V. CONTRACTOR will provide the following activities on an ongoing basis:

- a. Maintain timely, accurate participant records of all participants served. This includes consent forms, progress notes, and participant tracking that includes housing status, current and permanent housing address/location, income amount and source.
  - i. Progress notes are to be entered within 72 hours of contact and should be entered for the following circumstances:
    - 1. Initial case note with pertinent information regarding location, summary of situation, background information, and involvement with other agencies and service providers, including but not limited to, Probation, Mental Health, Alcohol and Drug Services, Mentis and any other organization that client may be receiving services from
    - 2. Contacts or attempted contacts
    - 3. Client meetings, this includes home visits, outreach, office meetings, etc.
    - 4. Change in circumstances, including but not limited to, income, homeless status, housing status, etc.
    - 5. Decisions that are made at case conferences, MDTs, and during collaborative conversations and meetings with SSSD and other service providers
    - 6. Pertinent information that impacts homeless and housing status, service delivery, progress, participation, well-being, and legal status
  - b. Comply with California Department of Social Services (CDSS) HDAP grant requirements. County will provide a copy for CONTRACTOR
  - c. Submit monthly reports to SSSD within 15 business days of the end of each month. Reports will include:
    - i. Invoices with supporting documentation.
    - ii. Number of households/individuals referred to the program during the month and household composition (i.e. single, couple, family).

- iii. Number of households/individuals who were approved for HDAP services in the report month.
- iv. Homelessness status upon entry into the HDAP program:
  - 1. A primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport or campground.
  - 2. Living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals
  - 3. Exiting an institution where he/she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- v. Number of households/individuals who are chronically homeless per section 401(9) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11360(9))
- vi. Demographics of the clients served, including race or ethnicity, age and gender.
- vii. Number of clients served in each of the following targeted populations:
  - 1. Individuals who are chronically homeless or who rely the most heavily on state and county funded services.
  - 2. General assistance or general relief applicants or recipients who are homeless or at risk of homelessness.
  - 3. Parents who receive CalWORKs assistance or whose children receive assistance or children who are recipients of CalWORKs in families that are homeless or at risk of homelessness.
  - 4. Low-income individuals with disabilities who are being diverted from, or who are being discharged from, jails or prisons and who are homeless or at risk of homelessness.
  - 5. Low-income veterans with disabilities who are homeless or at risk of homelessness.
  - 6. Low-income individuals with disabilities who are being discharged from hospitals, long-term care facilities, or rehabilitation facilities and who are homeless or at risk of homelessness; and

7. Any other population the county chose to target.
- viii. Number of applications for benefits, and type of benefits, filed with the assistance of the county.
- ix. Percentage of HDAP clients receiving housing assistance.
- x. Number of benefit applications approved:
  1. Initially
  2. After reconsideration
  3. After appeal
- xi. Number of benefit applications not approved and reason for not being approved.
- xii. Length of time from benefit application to benefit approval or denial.
- xiii. Number of clients who received subsidized housing during the period that their benefit applications were pending and a description of how that impacted the clients and the rates of completed applications or approval.
- xiv. Number of clients who received subsidized housing who maintained that housing during the SSI application period.
- xv. Percentage of individuals approved for SSI who retain permanent housing at 3, 6, and 12 months after benefits approval.
- xvi. Number of individuals enrolled in the HDAP program that received services in the report month. Services received will be broken out by service type (Housing Assistance Payments, Case Management, and Disability Advocacy Services).
- xvii. Number of individuals who exit the HDAP program in the month and the reason for exit.
  1. Whereabouts Unknown
  2. Completed program (approved/denied for benefits and stably housed)
  3. Client withdraws from program
  4. Client hospitalized
  5. Client Incarcerated

6. Other (Provide reason)

- xviii. Other state reporting as determined by SSSD
  - d. Submit quarterly reports to SSSD within 15 calendar days of the end of the quarter. Reports will include:
    - i. Percentage of clients who are connected to disability benefits
    - ii. Percentage of clients who attain housing stability
    - iii. Percentage of initial benefit applications approved
    - iv. Average time required for application approval for various benefits
    - v. Average increase in client income between program entry and exit
    - vi. Average length of time a participant was in receipt of permanent housing support. Report only those individuals who have exited the HDAP program.
  - e. Submit annual program report within 15 days of the end of the fiscal year. Annual program report will provide information on the impact CONTRACTOR HDAP services had throughout the entire service year and annual results.
  - f. Additional reports or data may be requested from SSSD.
- VI. CONTRACTOR will agree to and participate in site review / contract compliance visits with SSSD designated staff.
- VII. CONTRACTOR will participate in monthly case conferences with CONTRACTOR and COUNTY staff to discuss the progress and participation of all referrals. Additional meetings may be requested by SSSD to discuss client progress and needs.
- VIII. CONTRACTOR will participate in monthly oversight and coordination meetings to discuss operational and programmatic oversight with SSSD. These meetings may be reduced in frequency at the discretion of SSSD depending on program outcomes and needs. Expenditures to date and the need for possible contract amendments will be reviewed in these meetings.

**EXHIBIT "B-2"**  
**Housing and Disability Advocacy Program (HDAP)**  
**COMPENSATION AND EXPENSE REIMBURSEMENT**

July 1, 2022 through June 30, 2023  
 (and each automatic renewal)

The administrative compensation to be paid by COUNTY to CONTRACTOR for services required under this Agreement shall include various administrative costs.

Payment shall be made after the submission of an original invoice that includes copies of the client's signed authorization form.

CONTRACTOR shall submit claims for payment **within 45 days** of the end of the month in which services are provided as identified in the claim. CONTRACTOR understands and accepts that COUNTY will not pay such claims if presented more than 45 days after the month provision of such service(s) were provided.

LINE ITEM	FTE	AMOUNT
Data Quality & Compliance Administrator	.05	\$ 3,213.00
Outreach Manager	.15	\$ 13,130.00
Director of Housing and Services	.025	\$ 3,332.00
Housing Specialist	.25	\$ 16,119.00
Housing Navigator	1.0	\$ 71,972.00
ARAP – Finance/Accounting Staff (NTE 10% of Bridget Housing & Direct Assistance Payment Costs)	.20	\$ 18,000.00
<b>Total Staffing</b>	<b>1.675</b>	<b>\$125,766.00</b>
South Napa Incentives		\$ 12,000.00
Bridge Housing		\$ 89,090.00
Direct Assistance Payments		\$ 90,910.00
<b>Client Housing Support</b>		<b>\$192,000.00</b>
Travel		\$ 2,000.00
Supplies		\$ 3,500.00
Training & Hiring		\$ 750.00
Communicatins & IT		\$ 500.00
<b>Total Direct Costs</b>		<b>\$ 6,750.00</b>
Admin		\$ 12,652.00
<b>Total Admin Costs</b>		<b>\$ 12,652.00</b>
<b>TOTAL MAXIMUM BUDGET</b>		<b>\$ 337,168.00</b>

With the approval of the Director of COUNTY's Health and Human Services Agency or designee, CONTRACTOR may modify the maximum amount of individual budget items as long as the dollar amount of any individual budget item is not reduced to less than 10% of its original amount, and the total maximum fiscal year dollar amount for all budgeted items remains unchanged. Such changes shall not be effective unless and until written notice of the date and nature of the change and the consent by CONTRACTOR and the foregoing Health and Human Services Agency representative has been given in writing to the Napa County Auditor Controller and the Clerk of COUNTY's Board of Supervisors. No such changes in the budget shall add a new type of services to the Program description set forth in Exhibit "A," decrease Client Housing Support, or shall increase the rate of the Administrative costs line item.