



RESOLUTION No. 22-604

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO THE RENEWAL CONTRACT WITH FREED INDEPENDENT LIVING CENTER, DBA FREED FOR FUNDING TO ADMINISTER THE SOARWORKS PROGRAM TO ELIGIBLE CLIENTS TO INCREASE THE MAXIMUM CONTRACT PRICE FROM \$100,000 TO \$393,000 (AN INCREASE OF \$293,000), REVISE EXHIBIT "A", SCHEDULE OF SERVICES TO REFLECT PROJECT OUTCOMES AND DELIVERABLES AND REVISE EXHIBIT "B", SCHEDULE OF CHARGES AND PAYMENTS TO REFLECT THE INCREASE IN THE MAXIMUM CONTRACT PRICE FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023 (RES 22-475)

WHEREAS, FREED Center for Independent Living (FREED) is an agency which supports independent living for adults with disabilities and older adults; and

WHEREAS, on September 13, 2022, per Resolution 22-475, the Nevada County Board of Supervisors approved execution of the Professional Services Contract with FREED to coordinate outreach, case management, housing assistance and disability advocacy to eligible participants utilizing the SOARWorks program; and

WHEREAS, on September 21, 2022, the State Department of Social Services released allocated Housing and Disability Advocacy Program funding increasing the amount of funding available to program in Fiscal Year 2022-23; and

WHEREAS, FREED will work in collaboration with the Continuum of Care and the Coordinated Entry System to ensure populations with the highest needs are given the highest priority and are able to access SOARWorks services; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$100,000 to \$393,011 (an increase of \$293,011), revise Exhibit "A" Schedule of Services to incorporate changes to the deliverables and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price. The contract oversight and expense will move from Housing and Community Services budget to Social Services budget.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment to the Professional Services Contract by and between the County and FREED for the provision of services pertaining to assisting individuals with disabilities who are experiencing homelessness is approved for the term of July 1, 2022 through June 30, 2023 in the total maximum amount of \$393,011 and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be disbursed from account: 1589-50105-494-5001/521520

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 13th day of December, 2022, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 

12/13/2022 cc: DSS*
AC* (Hold)


Susan K. Hoek, Chair

12/21/2022 cc: DSS*
AC*(Release)
FREED*

**AMENDMENT #1 TO THE CONTRACT WITH FREED CENTER FOR
INDEPENDENT LIVING (RES 22-475)**

THIS AMENDMENT is executed this December 13, 2022 by and between FREED CENTER FOR INDEPENDENT LIVING, hereinafter referred to as "Contractor" and COUNTY OF NEVADA, hereinafter referred to as "County". Said Amendment No. 1 will amend the prior Agreement between the parties entitled Professional Services Contract, executed on September 13, 2022 per Resolution No. 22-475; and

WHEREAS, the Contractor provides services related to the Housing and Disability income Advocacy Program.; and

WHEREAS, the parties desire to amend their Agreement to increase the contract price from \$100,000 to \$393,000 (an increase of \$293,000), revise Exhibit "A" Schedule of Services to incorporate an increase in the numbers of participants to be served and amend Exhibit "B" Schedule of Charges and Payments to reflect the increase in the maximum contract price.

NOW, THEREFORE, the parties hereto agree as follows:

1. That Amendment #1 shall be effective as of July 1, 2022.
2. That Maximum Contract Price, shall be amended to the following:
\$393,000
3. That the Schedule of Services, Exhibit "A" is amended to the revised Exhibit "A" attached hereto and incorporated herein.
4. That the Schedule of Charges and Payments, Exhibit "B" is amended to the revised Exhibit "B" attached hereto and incorporated herein.
5. That in all other respects the prior agreement of the parties shall remain in full force and effect except as amended herein.

COUNTY OF NEVADA:

Susan Hoek
By: Susan Hoek (Dec 21, 2022 12:23 PST)
Susan Hoek
Chair of the Board of Supervisors

ATTEST:

By: *Julie Patterson-Hunter*
Julie Patterson-Hunter
Clerk of the Board of Supervisors

CONTRACTOR:

Carly Pacheco
By: _____
Carly Pacheco, Executive Director
FREED Center for
Independent Living
2059 Nevada City Hwy, Ste
102
Grass Valley, CA 95945

EXHIBIT "A"
SCHEDULE OF SERVICES
FREED Center for Independent Living

Nevada County Department of Housing and Community Services hereinafter referred to as "County", and FREED Center for Independent Living hereinafter referred to as "Contractor", agree to enter into a specific contract for services related to the California Department of Social Services (CDSS) Housing and Disability Income Advocacy Program (HDAP). This program, here after referred to at the SOARWorks program, will work to reduce homelessness by assisting individuals with disabilities who are experiencing homelessness to apply for disability benefit programs while also providing housing assistance.

Background:

FREED provides a variety of person-centered services to promote independent living for people with disabilities, individuals with chronic health conditions, and older adults. Services include housing assistance, independent living skills training, enhanced information and referral, assistive technology, peer support, individual and systems advocacy, personal assistance referrals and information, benefits counseling, and transition services from skilled nursing facilities back to the community and from the hospital to home. In addition, FREED operates the Fix it home repairs and modifications, Friendly Visitor, Phone Reassurance, Care Transition Intervention, California Community Transitions, and Traumatic Brain Injury programs. FREED serves people of all ages and with any type of disability including older adults living in Nevada, County.

FREED serves over 100 un-duplicated individuals annually who have a disability and who are experiencing homelessness. In addition, FREED provides over 300 housing services annually to support individuals who are homeless in locating appropriate housing, assisting individuals who are housed with services to prevent eviction or retain housing, and with services and supports to improve home accessibility and safety. All FREED direct service staff are trained in person- centered counseling and two SOAR trained staff.

Overview of the Program:

The SOARWorks Program will provide specialized post-housing case management, housing assistance, and disability advocacy to individuals with disabilities who are experiencing homelessness and who may be eligible for social security or disability benefits.

Consistent with the core components of Housing First, Contractor works in collaboration with the Continuum of Care (CoC) and the Coordinated Entry System (CES) to ensure populations with the highest needs are given the highest priority and are able to access SOARWorks services and housing without precondition.

Collaboration

Contractor will collaborate with the Homeless Outreach and Medical Engagement (HOME) team, CoC, Department of Social Services, Behavioral Health, CalWORKs, Veterans Services, Connecting Point, Hospitality House, SPIRIT House, Turning Point, Sierra Nevada Memorial Hospital, Tahoe Forest Hospital in Truckee, Tahoe Truckee Resource Sharing Collaborative, Sierra Community House , and other organizations for coordination of referral and intake, housing assistance and post-housing services.

As part of coordinated entry, Contractor will work with the HOME team through the weekly Housing Resource Team, to identify eligible clients and coordinate services connected to attaining mainstream benefits including SSI/SSDI and attaining interim and permanent housing. Staff will also participate in the HDAP meetings with the California Department of Social Services (CDSS) and any trainings or meetings as they relate to HDAP and the use of the Homeless Management Information System (HMIS).

Contractor's staff will coordinate the SOARWorks program to providing housing assistance, coordinating benefit applications and provide post-housing case management services aimed at ensuring clients can live and thrive in their housing. Contractor staff will conduct and/or coordinate the following core SOARWorks program elements:

Referral and Intake services

- **Contractor will coordinate for a minimum of 20 referrals and assessment per year**
- **Contractor will accept intake for a minimum of 18 participants per year**
- **Contractor will attend weekly HRT meetings (48 per year).**

Description of services:

- Work with all partners to identify potential eligible SOARWorks clients and coordinate for intake and initial SOARWorks eligibility assessment.
- Work directly with the HOME team to seek referral of eligible clients identified and referred by the team
- Establish formal connection to primary case managers connected to SOARWorks clients and ensure written authorization is in place to allow communication with and between the client, contractor staff, and primary case management
- Work directly with Connecting Point (2-1-1, CES/HMIS provider) to ensure that partner agencies can coordinate referrals through CES and HMIS directly to contractor staff
- Utilize the Contractor's patient navigator position at Sierra Nevada Hospital to identify potentially eligible clients who are high utilizers of emergency services or inpatient care related to a chronic health condition
- Through the patient navigator, refer potentially eligible clients to the SOARWorks program that are being released from Skilled Nursing Facilities or who are wishing to transition for medical facilities to independent living
- Ensure clients are in compliance with all eligibility requirements for the SOARWorks program and retain all documents pertaining to their eligibility status
- Ensure confidentiality of all client records pertaining to the disability process, medical documentation and program interactions.
- Receive and coordinate referrals in HMIS
- Distribute housing assistance funds to SOARWorks clients/ Establish a written "progressive disengagement" policy outlining policies for length of assistance and client responsibility to progressively transition off SOARWorks housing assistance after award of SSI. Share this policy with clients prior to providing housing assistance and have them sign policy documents
- Assist SOARWorks clients in coordinating linkage to health care primarily related to acquisition of required medical documentation and follow up evaluation required to attain SSI/SSDI benefits.

Disability Income Advocacy services

- **Contractor will assist a minimum of 10 participants in submitting SSI/SSDI applications per year;**
- **Contractor will provide complete and on-time monthly Reports to the state utilizing the Homeless Management Information System (HMIS) and in line with state requirements contained in WIC 18999.6 and in accordance with HUD Universal Data Elements (UDEs) and Common Data Elements (CDEs). These elements can be found in HUD's HMIS Data Standards Manual (Section 4).**
- **Contractor shall provide quarterly reports including a summary of monthly HMIS reports and a narrative report containing data elements listed below to the County Housing Resource Manager;**

Description of services:

- Contractor's staff will provide or coordinate for the provision of Disability Benefits Advocacy through Contractor's SOAR trained staff or through referral to SOAR trained staff at partner agencies. Assistance and support will be provided to SOARWorks eligible participants to complete the entire application process for disability income benefit and shall include, but are not limited to, the following:
 - Developing and filing completely prepared documents for all the following relative to the disability income benefits:
 - applications;
 - appeals;
 - reconsiderations;
 - reinstatements; and
 - recertification
 - Coordinating with federal and state offices for all the following relative to the disability income benefit:
 - pending applications;
 - appeals;
 - reconsiderations;
 - reinstatements;
 - recertification; and
 - advocating on behalf of the program participant.
 - Obtaining all relevant documentation from hospitals/medical centers, physicians, clinics, employers, case managers and others to meet the necessary burden of proof of a recipient's disability.
- Coordination of activities related to the successful acquisition of SSI/SSDI benefits may include but is not limited to: driving applicants to the Social Security office or other community-based organizations to pick up documents, or to sign up for benefits, attending medical evaluations, filing appeals, and connecting clients to additional community services
- Ensure that SOARWorks clients have access to General Assistance benefits, tenant-based rental assistance and that clients understand that, upon successful acquisition of SSI/SSDI, General Assistance will be repaid out of any backpay due to the client by SSA.

Housing Assistance services

- **Provide a minimum of 18 participants with housing assistance per year**
- **Connect all clients receiving housing assistance to tenant-based rental assistance and/or other subsidies as applicable**

Description of Services:

- Contractor's staff will provide housing financial assistance to SOARWorks participants and Housing assistance will be offered from the time the person is deemed eligible for services until such time as the participants receives disability benefits. After that time, staff will work with the client to reduce dependence on assistance and transition the client off housing assistance.
- Housing assistance will be offered in conjunction with a housing case plan developed with the client by the HOME team or the client's primary case manager. Contractor staff will ensure that housing assistance funds are readily available as part of the plan and will communicate directly with case managers and clients regarding housing assistance.
- Housing assistance will be offered in a manner consistent with all core principles of Housing First.

Housing types and services include:

- Interim housing (e.g. shelters, motels, bridge housing, or any other temporary shelter that is not considered to be permanent housing) during the housing search process;
- Emergency shelter;
- Recuperative care;
- Housing navigation services to assist the recipient in finding safe and decent housing that is affordable to recipients due to rental subsidies or bridge subsidies;
- Rental subsidies in permanent housing once housing is located; or
- Supportive housing for those with the highest needs;
- Assistance may be used to master lease housing if the provision of master leasing is required to overcome individual client barriers to housing (eviction history, bed credit, etc.)
- Purchase of trailer or other structures pursuant to all provisions outlined in the All County Information Notice (ACIN) I-85-18 dated December 7, 2018, All County Letter 19-104 dated November 1, 2019 or any updated guidance provided by CDSS specific to structure purchase for the HDAP clients and subject to pre-approval by the County Housing Resource Manager.

Post-Housing Case Management services:

- Contractor's staff will leverage internal programs to FREED and connections to other aging and disability organizations and networks to ensure SOARWorks clients are linked to ongoing supports to manage activities of daily life in their homes
- Provide newly housed SOARWorks clients with any home modifications necessary to accommodate their disability
- Provide support to HDAP Clients to request any needed reasonable accommodations from landlords
- Provide support to HDAP consumers to connect to needed Long-Term Services and Supports to maintain housing.
- Work directly with client and primary case manager to assist client in post-housing supportive services as it pertains to disability accommodation and/or services provided by contractor staff to assist the client in independent living.

Data Collection:

Contractor shall collect data as follows:

- Contractor will ensure all referral and intake data is captured in HMIS and that relevant documents to the SOARWorks program including ROI's, vulnerability assessments and income verification is current.
- Document in HMIS changes in housing status and coordinate for removal of successfully housed clients from the By Name List.
- Ensure accuracy of vulnerability assessment and update vulnerability scores for participants as needed.
- Coordinate with Connecting Point if identified clients are not in Coordinated Entry and need initial assessment. Contractor staff may facilitate connection to coordinated entry via assisting the client in calling 2-1-1 or can work with Connecting Point to receive initial training to complete the Coordinated Entry process internally.
- Track disability application process and data utilizing the SOAR online tracking tool, or a comparable tool defined as a tool able to monitor participant progress in attaining benefits
- Provide all state required Monthly, Quarterly, and Annual Reports in required format and on-time
- Provide County quarterly reports on April 10, July 10, October 10 and January 10 The County Annual report is due on July 10 of each year.

- Perform quarterly reviews and update the housing client files to keep documentation current.
- Assurance of Compliance with Confidentiality – See Attachment 1

Performance Measures:

- Number of households referred to the program
- Number of households that received an intake and assessment for the program
- Number of Households that were assess and are active participants in the program
- Number of households enrolled in the program that were awarded SSI/SSDI
- Number of households in the program that were permanently housed
- Number of households that received direct financial assistance from the program to be permanently housed
- Number of households provided direct financial assistance for interim housing
- Total number of households still housed after one year of exit from the program
- Number of households that return to homelessness after exit from the program
- Number of households denied benefits
- Number of households that were provided assistance to complete an appeals process
- Number of f appeal won
- Number of households connected to General Assistance (GA) benefits
- Number of households linked to other mainstream benefit programs
- Number of households of interim housing bed nights provided
- Number of households engaged in post housing case management
- Number of households provided home modifications to address disability needs

Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. Though we have made many strides toward racial equity, policies, practices, and implicit bias have created and still create disparate results. Through partnerships with the community, Nevada County strives to address these inequities and continue progress in moving forward.

We encourage our contractors to have a diverse and inclusive workforce that includes representation from the disparate communities served by our county. Contractors will be expected to think holistically about creating services, program sites, and an employee culture that is welcoming and inclusive. Contractors should track metrics on Diversity, Equity, and Inclusion outcomes within their service delivery. Additional efforts should be made to identify and highlight growth opportunities for equitable outcomes, access to services, and other opportunities. Please dialog with your County contract manager about proposed metrics to track.

Services should be designed to meet clients' diverse needs. Contractors will be expected to participate in trainings and tailor outreach efforts and marketing materials to engage a diverse population of community members. Given that Spanish is a threshold language in Nevada County, a special emphasis should be placed on engaging Latinx communities and providing services in Spanish.

EXHIBIT "B"
SCHEDULE OF CHARGES AND PAYMENTS
FREED Center for Independent Living

Subject to the satisfactory performance of services required of the Contractor pursuant to this Agreement, and the terms and conditions set forth in this Agreement, the County shall reimburse Contractor a maximum amount not to exceed \$393,000 for the entire contract term of July 1, 2022 through June 30, 2023.

Budget	Category	Expense	Narrative
Program Manager	Personnel	26,257	0.25 FTE allocated at \$26,257with benefits
Housing Coordinator/Team Lead	Personnel	136,128	1.8FTE allocated at \$136,128 with Benefits
SOAR Counselor/ Disability Advocate	Personnel	91,700	1.4FTE allocated at \$91,700with Benefits
Housing Financial Assistance	Operating	103,188	Direct assistance per exhibit "A"
Administrative Indirect Cost Rate	Personal/ Operating	35,727	10% indirect cost rate and includes rent, utilities, communication, security, and legal fees.
TOTAL EXPENSES		\$393, 000	

Contract reimbursement will be based on actual salary/benefits of Contractor's assigned staff and program expenses, but in no event shall exceed the salary/benefit amounts set forth in this Exhibit B.

Contractor may shift budget line items with prior written approval from the Director or designee.

Contract maximum is contingent and dependent upon the department's receipt of anticipated grant funding for this program.

For administrative services and other program expenses, Contractor shall submit monthly invoices with an itemized breakdown by grant program listing:

- Date(s) and number(s) of hours of services performed,
- Operations, telecommunications, training, supplies, and travel expenses.
- Direct Housing Assistance Costs: rent, utilities, home setup, home modifications, and any other direct housing expenses.

- Administrative costs calculated as 10% of the total of the month's expenses due for that month.

Contractor agrees to be responsible for the validity of all invoices and vouchers.

To expedite payment, Contractor shall reference on their invoice the Resolution Number that has been assigned to their approved contract.

County shall review the invoice and notify Contractor within fifteen (15) working days if an individual item or group of costs is questioned. Contractor has the option to remove the questioned cost(s) or delay the entire invoice pending resolution of the cost(s). Payment of approved invoices shall be made within thirty (30) days of receipt of a complete, correct, and approved invoice. Contractor shall submit invoices, reports and documentation, and lease reimbursement vouchers to:

Nevada County Health and Human Services Agency
Attn: HCS Fiscal Staff
950 Maidu Avenue
Nevada City, California 95959

BILLING AND PAYMENT EXCEPTION

By the tenth of June each year, Contractor shall provide an invoice for services rendered for the month of May. An invoice of services provided for the month of June shall be provided no later than the tenth of July.