### AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this day of
, 2022, by and between the City of Merced, a California Charter
Municipal Corporation, whose address of record is 678 West 18th Street, Merced,
California 95340, (hereinafter referred to as "City") and Merced Lao Family
Community Inc., a California Non-Profit Corporation, whose address of record is
1748 Miles Court, Suite B, Merced, California 95348, (hereinafter referred to as
"Consultant").

WHEREAS, City is undertaking a project to provide non-profit support to mitigate the impact of COVID-19 through American Rescue Plan Act ("ARPA") funds for Fiscal Year 2022-2023; and,

WHEREAS, Consultant represents that it possesses the professional skills to develop and implement a COVID-19 Mitigation Program for the Southeast Asian Community in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, hereby agree as follows:

1. SCOPE OF SERVICES. The Consultant shall furnish the following services: Consultant shall provide the program services described in Exhibit "A" attached hereto.

No additional services shall be performed by Consultant unless approved in advance in writing by the City, stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with City and the results of the work shall be monitored by the City Manager or designee. However, the means by which the work is accomplished shall be the sole responsibility of the Consultant.

- 2. TIME OF PERFORMANCE. All of the work outlined in the Scope of Services shall be completed in accordance with the Schedule outlined in Exhibit "A" attached hereto and incorporated herein by reference. By mutual agreement and written addendum to this Agreement, the City and the Consultant may change the requirements in said Schedule.
- 3. TERM OF AGREEMENT. The term of this Agreement shall commence upon the day first above written and end on June 30, 2023.

- 4. COMPENSATION. Payment by the City to the Consultant for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing services performed under the Scope of Services, in accordance with the fee schedule set forth in Exhibit "B" attached hereto and incorporated herein by reference. The Consultant agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "B". For Consultant's services rendered under this Agreement, City shall pay Consultant the not to exceed sum of One Hundred Thousand Dollars (\$100,000.00).
- 5. METHOD OF PAYMENT. Compensation to Consultant shall be paid by the City after submission by Consultant of an invoice delineating the services performed.
- 6. RECORDS. It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Consultant relating to the matters covered by this Agreement shall be the property of the City, and Consultant hereby agrees to deliver the same to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 7. CONSULTANT'S BOOKS AND RECORDS. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the City.
- 8. INDEPENDENT CONTRACTOR. It is expressly understood that Consultant is an independent contractor and that its employees shall not be employees of or have any contractual relationship with the City. Consultant shall be responsible for the payment of all taxes, workers' compensation insurance and unemployment insurance. Should Consultant desire any insurance protection, the Consultant is to acquire same at its expense.

In the event Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, protect, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

- 9. INDEMNITY. Consultant shall indemnify, protect, defend (with legal counsel selected by the City), save and hold City, its officers, employees, and agents, harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Consultant or Consultant's officers, employees, volunteers, and agents during performance of this Agreement; Consultant shall indemnify, protect, defend (with counsel selected by the City) save and hold City, its officers, employees and agents harmless from any and claims or causes of action for any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct, negligent acts, or omissions of Consultant or its employees, subcontractors, or agents, or by the quality or character of Consultant's work, or resulting from the negligence of the City, its officers, employees, volunteers and agents, except for loss caused by the sole negligence or willful misconduct of the City or its officers, employees, volunteers or agents. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall survive the termination of this Agreement and shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.
- 10. INSURANCE. During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense, the following insurance coverage:

a. Workers' Compensation Insurance. Full workers' compensation insurance shall be provided with a limit of at least One Hundred Thousand Dollars (\$100,000) for any one person and as required by law, including Employer's Liability limits of \$1,000,000.00 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the City.

# b. General Liability.

- (i) Consultant shall obtain and keep in full force and effect general liability coverage at least as broad as ISO commercial general liability coverage occurrence Form CG 0001.
- (ii) Consultant shall maintain limits of no less than One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage.
- (iii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects liability arising out of work or operations performed by or on behalf of the Consultant.
- (iv) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- (v) Consultant shall maintain its commercial general liability coverage for three (3) years after completion of the work and shall add an additional insured endorsement form acceptable to the City naming the City of Merced, its officers, employees, agents and volunteers for each year thereafter for at least three (3) years after completion of the work. Copies of the annual renewal and additional insured endorsement form shall be sent to the City within thirty (30) days of the annual renewal.

### c. Automobile Insurance.

(i) Consultant shall obtain and keep in full force and effect an automobile policy of at least One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

- (ii) The City, its officers, employees, volunteers and agents are to be named as additional insureds under the policy, as respects automobiles owned, leased, hired or borrowed by the Consultant.
- (iii) The policy shall stipulate that this insurance will operate as primary insurance for work performed by Consultant and its sub-contractors, and that any other insurance or self insurance maintained by City or other named insureds shall be excess and non-contributory.
- d. Professional Liability Insurance. Consultant shall carry professional liability insurance appropriate to Consultant's profession in the minimum amount of One Million Dollars (\$1,000,000). Architects and engineers' coverage is to be endorsed to include contractual liability.
- e. Qualifications of Insurer. The insurance shall be provided by an acceptable insurance provider, as determined by City, which satisfies all of the following minimum requirements:
  - (i) An insurance carrier admitted to do business in California and maintaining an agent for service of process within this State; and,
  - (ii) An insurance carrier with a current A.M. Best Rating of A:VII or better (except for workers' compensation provided through the California State Compensation Fund).
- f. Certificate of Insurance. Consultant shall complete and file with the City prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to City prior to the effective date of such cancellation—including cancellation for nonpayment of premium. In addition to any other remedies City may have, City reserves the right to withhold payment if Consultant's insurance policies are not current.

### 11. PREVAILING WAGES.

- A. Labor Code Compliance. If the work performed under this Agreement falls within Labor Code Section 1720(a)(1) definition of a "public works" the Vendor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Consultant further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. General Prevailing Wage Rate Determinations may be obtained from the Department of Industrial Relations Internet site at <a href="http://www.dir.ca.gov/">http://www.dir.ca.gov/</a>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations, if applicable, are to be obtained by the Vendor from the Department of Industrial Relations. Theses wage rate determinations are to be posted by the Consultant at the job site in accordance with Section 1773.2 of the California Labor Code.
- D. Consultant agrees to include prevailing wage requirements, if applicable, in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771.
- 12. ASSIGNABILITY OF AGREEMENT. It is understood and agreed that this Agreement contemplates personal performance by the Consultant and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express written consent of the City.
- 13. TERMINATION FOR CONVENIENCE OF CITY. The City may terminate this Agreement any time by mailing a notice in writing to Consultant that the Agreement is terminated. Said Agreement shall then be deemed terminated, and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

14. CONFORMANCE TO APPLICABLE LAWS. Consultant shall comply with its standard of care regarding all applicable Federal, State, and municipal laws, rules and ordinances. No discrimination shall be made by Consultant in the employment of persons to work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. 1101 *et seq.*), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any agency or instrumentality of the federal or state government, including the courts, impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

- 15. WAIVER. In the event that either City or Consultant shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.
- 16. INCONSISTENT OR CONFLICTING TERMS IN AGREEMENT AND EXHIBITS. In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

Any exhibit that is attached and incorporated by reference shall be limited to the purposes for which it is attached, as specified in this Agreement. Any contractual terms or conditions contained in such exhibit imposing additional obligations on the City are not binding upon the City unless specifically agreed to in writing, and initialed by the authorized City representative, as to each additional contractual term or condition.

17. AMBIGUITIES. This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law, including, but not limited to, Section 1654 of the Civil Code of California, or any other statutes, legal decisions, or common-law principles of similar effect, that would require interpretation of any ambiguities in this

Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

- 18. VENUE. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.
- 19. AMENDMENT. This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.
- 20. INTEGRATION. This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.
- 21. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.
- 22. COUNTERPARTS. This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

A California Charter Municipal
Corporation
BY:
City Manager

CITY OF MERCED

ATTEST: STEPHANIE R. DIETZ, CITY CLERK
BY:Assistant/Deputy City Clerk
APPROVED AS TO FORM:  BY: S/V1/20 V.  City Attorney Date
ACCOUNT DATA:
BY: Verified by Finance Officer

{Signatures continued on next page}

CONSULTANT
THE MERCED LAO FAMILY
COMMUNITY, INC.,
A California Non-Profit Corporation

BY:

Its: Executive Director

(Title)

BY:

(Signature)

See Lor

(Typed Name)

Its: MLFC's President

(Title)

Taxpayer I.D. No. 77-0268241

ADDRESS: 1748 Miles Ct., Ste B

Merced, CA 95348

TELEPHONE: (209) 384-7384

FAX: (209) 384-1911

E-MAIL: mlfc@laofamilymerced.org

Date: 03/03/2022

Attention: Merced City Council

City of Merced 678 W. 18<sup>th</sup> Street Merced, CA 95340 MAR 4 2022

MERCED CITY COUNCIL & CITY MANAGER'S OFFICE

RE: City of Merced Request for Proposals for Community Funding

Dear City Council Members,

On behalf of Merced Lao Family Community Inc., (MLFC), I would like to express our sincere gratitude for the opportunity to apply for the City of Merced Request for Proposal for Community Funding as part of the American Rescue Plan Act.

MLFC is a 501(c) (3) non-profit, community-based organization, established in 1981, for the purpose of assisting Southeast Asians to acculturate and assimilate into the mainstream Western society. For over forty years, MLFC has proudly served the Southeast Asian community in Merced County. MLFC's mission is to encourage self-respect and selfsufficiency for all Merced County community members; to maintain pride in cultural histories, to offer positive support and hope for the future and to empower the people in Merced County; to meet their needs and address their issues. The organization's primary focus is to determine and service the needs of the local Southeast Asian community, to lead the populace into becoming well-informed, productive, and contributing members of the community at large. Our scope of work consists of (1) efficient and effective mental health services through engagement and education, as well as ongoing practices on improvement with patient care in clinical and non-clinical settings and environments; (2) providing general and social services to the Southeast Asian community, including but not limited to: immigration assistance, police community aid, Medical, translation and interpretation services and housing assistance. Our organization is the only Mutual Assistance Association in Merced County serving the Southeast Asian community.

The COVID-19 pandemic has presented immense challenges for all communities, particularly low-income and vulnerable communities like the Southeast Asian community in Merced County. The challenges that the Southeast Asian community of Merced County faced in obtaining essential social and healthcare services prior to the COVID-19 pandemic is further exacerbated during this time. The fact that many service providers have switched to providing services virtually further creates inequities in accessing these critical services as many low-income, vulnerable Southeast Asian community members have language barriers, are unable to navigate services online, and often do not have access to smart phones, computers, or internet service to apply for and participate in these virtual services.

MLFC is requesting an amount of \$138,950 to develop and implement the COVID-19 Mitigation Program aimed at reducing barriers to critical social and health virtual services for low-income, technologically challenged Southeast Asian individuals during the COVID-19 public health crisis. MLFC has experienced an influx of requests from Southeast Asian

families and individuals for assistance with applying for housing, food, and healthcare services now that applications for these service providers are done online. Through the proposed program, MLFC aims to ensure that the vulnerable Southeast Asian community members in Merced County are provided with the necessary resources and tools to meet their most basic needs during the COVID-19 public health crisis.

With more than forty years of experience serving the Southeast Asian community of Merced County, MLFC remains one of the highly trusted sources of service and information for the Southeast Asian community. Throughout the years, MLFC has provided countless projects, programs and services to promote the well-being of our community; physically, mentally and spiritually. Such projects, programs and services include but are not limited to:

Mental Health Prevention & Early Intervention	Employment Placement Services
Mental Health for Hmong Women	Translation/Interpretation Services
Wellness & Recovery Center	Social Services
Mental Health Peer Support	Teen/Youth Advisory Council & Support
Mental Health Education & Case	Child Abuse Prevention-Home Visitor
Management	Programs
Community Outreach & Awareness	Early Childhood Education
Information & Referral Services	Family Preservation & Family Support

Within the past five years, MLFC has developed and implemented fourteen (14) programs and projects that serve the general community of Merced County (see page 11 for a list of past and current programs). MLFC's contact information is below.

Organization:

Merced Lao Family Community, Inc.

Address:

1748 Miles Court, Suite B, Merced, CA 95348

E-mail:

mlfc@laofamilymerced.org

Telephone:

(209) 384-7384

Fax:

(209) 384-1911

Contact:

Paul Thao, Executive Director

Authorized Representative:

Paul Thao, Executive Director

If you require additional information of clarification, please do not hesitate to reach out to me. Thank you for presenting Merced Lao Family Community, Inc. with the opportunity to apply for the City of Merced Request for Proposals for Community Funding opportunity.

Sincerely,

Executive Director

#### 1. INDIVIDUAL STAFF REQUIREMENT

While MLFC has a long-running history of successfully implementing programs like this, we need additional staff to successfully develop and implement a program of this scale. To ensure the successful implementation of the proposed COVID-19 Mitigation Program, MLFC will utilize one (1) 100% FTE Case Manager, one (1) 100% FTE Outreach Specialist and one (1) 10% FTE Program Director to oversee and manage the program. The Case Manager and Outreach Specialist will work collaboratively with the Program Director to ensure the scope of work is achieved in a timely and efficient manner. The Program Director will oversee the overall program, while the Case Manager and Outreach Specialist will manage day-to-day operations of the program. The proposed program will utilize space at the MLFC office to conduct day-to-day operations.

### **Program Director: Paul Thao**

Under the authority of the Board of Directors and in accordance with established policies and procedures, the Program Director will assume the tasks and responsibilities of directing overall operations, budget and capital assets of the organization. This position will direct the overall programming of the organization, promoting the organization and its programs in media and the general public, managing the image of the organization in a senior public relations role. This position will be responsible in developing and maintaining professional liaison with all levels of program and funding entities. In collaboration with staff members of MLFC, the Program Director will plan the overall programming direction and activities of the program. This position is responsible for the achievement of goals and objectives of the organization. The Program Director will work with other staff to ensure the successful delivery of all scopes of work. Paul has over twenty (20) years of successful administration with the organization and has a proven track record of successfully directing similar programs.

#### Case Manager: TBD

Under the supervision of the Program Director, the Case Manager will carry out the day-today operations of the program. This position will require an individual who is experienced in working with the Southeast Asian community in Merced County and be bi-lingual in English and Hmong, Mien and/or Laotian. This individual shall be culturally competent in understanding the Southeast Asian community and be able to engage the target population using culturally appropriate approaches. This individual must possess strong communication skills and be proficient in Microsoft Office, be technologically savvy to utilize remote telecommunication portals and programs, understand COVID-19 regulations, and be knowledgeable about the application process for social services in Merced County. The Case Manager must be self-motivated and able to work independently as well as collaboratively with others. Additionally, this individual shall be experienced in understanding the requirements and application process of various county and city agencies and organizations. This individual shall be familiar with remote and online services utilized by various Merced County and Merced City agencies and organization. Emphasis will be placed on individuals with experienced regarding the online application process of the Merced Housing Authority, Human Service Agency (HSA), Social Security, Social Security and other remote and online governmental sites and services.

### Outreach Specialist: TBD

Under the supervision of the Program Director, the Outreach Specialist will carry out the day-to-day operations of the program. This position will require an individual who is experienced in working with the Southeast Asian community in Merced County and be bilingual in English and Hmong, Mien and/or Laotian. This individual shall be culturally competent in understanding the Southeast Asian community and be able to engage the target population using culturally appropriate approaches. This individual must possess strong communication skills and be proficient in Microsoft Office, be technologically savvy to utilize remote telecommunication portals and programs, understand COVID-19 regulations, and be knowledgeable about the application process for social services in Merced County. The Outreach Counselor must be self-motivated and able to work independently as well as collaboratively with others.

#### 2. PROPOSED PROJECT AND SCOPE OF SERVICES

As a culturally responsive and inclusive organization, MLFC continues to be the leader in servicing the unique needs of the Southeast Asian community of Merced. MLFC remains committed to ensuring that our community continues to recover from the ongoing effects of COVID-19. To ensure the Southeast Asian community is provided with the necessary resources and information to mitigate the effects of COVID-19, MLFC is proposing the COVID-19 Mitigation Program. This program aims to reduce barriers to critical social and health virtual services for low-income, technologically challenged Southeast Asian individuals during the COVID-19 public health crisis. Many service providers have shifted to providing services virtually, which present new challenges for vulnerable Southeast Asian community members who have language barriers, are unable to navigate services online, and often do not have access to smart phones, computers, or internet service to apply for and participate in these virtual services. MLFC has experienced an influx of requests from Southeast Asian families and individuals for assistance with applying for housing, food, and healthcare services now that applications for these service providers are done online. Through the proposed program, MLFC aims to ensure that the vulnerable Southeast Asian community members in Merced County are provided with the necessary resources and tools to meet their most basic needs during the COVID-19 public health crisis.

The program goals include 1) educating Southeast Asian community members about policy changes and application processes for public assistance programs 2) increasing access to critical social and healthcare services for vulnerable, low-income Southeast Asian individuals in Merced County and 3) mitigating the impact of COVID-19 on vulnerable communities.

The core activities of this program include the following:

#### A. Community Meetings

MLFC will convene community meetings to ensure the Southeast Asian community is provided with up-to-date information regarding process changes for public assistance programs from local, state and federals government agencies. This includes changes in the application process from the Merced Housing Authority, Human Services Agency, and Social Security Administration. Through this effort, MLFC will work collaboratively

with the Southeast Asian community, community leaders and local agency representatives to ensure our community is provided with up-to-date information regarding application process changes. MLFC aims to improve the quality of information to ensure our community remains in good standing with their government assistance programs. MLFC will coordinate and facilitate quarterly meetings to provide updates regarding changes in policies and application processes to the Southeast Asian community of Merced. Emphasis will be placed in the recruitment of clan leaders, community leaders and community advocates. The purpose is to utilize the collaborative efforts of individuals who actively engage the Southeast Asian community of Merced to maximize outreach and education efforts regarding policy and application changes and requirements for public assistance programs.

#### **B. Translation Services**

The Outreach Specialist and Case Manager will provide in-person and remote translation services while helping individuals navigate the online application process for critical social and healthcare services. Translation services will also be offered during community meetings.

#### C. Community Outreach

The Outreach Specialist will perform outreach for specific public information and education programs across all local agencies; disseminate information to the public; and work with various councils, committees, and staff to build ensure adequate resources for the Southeast Asian community. The Outreach Specialist will promote consistent awareness of local government changes through booth and tabling efforts. The Outreach Specialist will support the organization's goal by working collaboratively with agency committees through focus groups and meetings, working with citizen groups and councils as needed regarding their ideas and concerns for the community. In addition, the Outreach Specialist will develop questionnaires, flyers, social media content, presentations, staff report and/or other supporting documents to be used in meetings and to gather public input.

#### D. Housing Application Assistance

Many older adults and elders within the Southeast Asian community lack the technological know-how and English proficiency to properly utilize and navigate remote and online services for various application process as required by many government agencies, prominently the Merced Housing Authority. With the shift to remote and online application, many within the Southeast Asian community are unaware that all applications must be submitted online. As such, MLFC has experienced an influx of individuals and families who's housing voucher were denied or delayed. Housing remains one of the most important basic necessities, and MLFC aims to ensure that those within our community who are fortunate enough to qualify for housing assistance remains in good standing to maintain their status with the Merced Housing Authority.

#### E. General Services

The Case Manager and Outreach Specialist will provide a variety of services that has historically been sought from within the Southeast Asian community of Merced. This includes employment services, affordable housing, public safety, health services, farm

safety and education, utility assistance, food programs, Welfare services, senior citizen services and immigration services. To mitigate inequitable access to these services, the Case Manager and Outreach Specialist will provide direct assistance in engaging families and individuals to ensure they are provided with all the necessary resources and tools to utilize these assists. The Case Manager will assist in the qualification and application process to mitigate the barriers and challenges of English proficiency. Additionally, the Case Manager will provide direct, in-person assistance and act as a liaison between individuals and/or families requesting services. The Case Manager and Outreach Specialist will connect individuals and/or families to local assets and actively engage in the application process.

### F. Case Management Services

Case Management Files (CMF) will be maintained for all registered clients, with appropriate and confidential case notes on services provided. CMF files will be utilized to assist individuals to ensure they remain in compliant with government agency standing. Upon successful registration of client, MLFC will collect the following types of monitoring information to ensure thorough completion of application(s) and follow ups.

The proposed project will be conducted from July 1, 2022 to June 30, 2023.

#### **Program Goals:**

- 1. Educate Southeast Asian community in Merced County about policy changes and application processes for public assistance programs during the COVID-19 PHE
- 2. Increase access to critical social and healthcare services for vulnerable, low-income Southeast Asian individuals in Merced County
- 3. Mitigate the impact of COVID-19 on vulnerable communities in Merced County

Objective	Activities	Staff Leads	Timeline	Deliverables
1. Employ Outreach Specialist and Case Manager to manage the program	1a. Recruit for two full-time employees  1b. Train and onboard employees	Program Director	July 1, 2022 – July 30, 2023	Staff resumes
2. Conduct research on changes in policies and application processes for public assistance programs	2a. Research recent policy and administrative changes for public assistance services  2b. Engage with local government entities regarding policy and administrative changes for public assistance programs	Outreach Specialist Case Manager Program Director	August 1, 2022 – June 30, 2023	Summary of research findings and resources

	2c. Compile and			
3. Host quarterly community meetings with Southeast Asian community members, community leaders, and local agency representatives to provide updates regarding changes in policies and application processes for public assistance programs	maintain resources  3a. Schedule and host quarterly meetings for up to 30 community members  3b. Set up office space for in-person meetings and set up audio-visual equipment to allow for virtual participation  3c. Produce and disseminate communication to market the meetings to target audience  3d. Develop agendas and meeting materials  3e. Secure appropriate guest speakers for meetings  3f. Provide 3 staff during the meeting for facilitation and administrative support  3g. Maintain attendance records  3h. Create, distribute, collect, and analyze meeting evaluations	Program Director Outreach Specialist Case Manager	September 1, 2022 – June 30, 2023	Confirmed schedule of community meetings, meeting agendas, attendance lists, and materials from each meeting
4. Provide translation services for limited English speakers during	4a. Attend meetings to translate for non- English speaking attendees	Outreach Specialist Case Manager	September 1, 2022 – June 30, 2023	Documentation of number of times translation services were provided

one-on-one consultations and community meetings	4b. Conduct one- on-one consultations in the client's preferred language			
5. Engage with local agencies and community groups in disseminating accurate information about accessing social and health services to the public	5a. Reach out to local government agencies to obtain the most up-to-date information on policies and programmatic changes as it relates to public assistance programs  5b. Compile meeting notes and	Outreach Specialist	September 1, 2022 – June 30, 2023	Documentation of meetings and outreach activities
	resources  5c. Disseminate information to target audience in culturally and linguistically appropriate manner			
6. Provide one- on-one consultation on Merced Housing Authority's online application process for housing assistance	6a. Conduct intake with clients to determine their specific needs for essential housing services  6b. Assist clients in navigating the complex application process and applying for housing and/or maintaining their housing voucher using online applications	Case Manager	September 1, 2022 – June 30, 2023	Case files for each consultation and log of consultations
7. Provide one- on-one consultation to vulnerable individuals on	7a. Conduct intake with clients to determine their specific needs for	Outreach Specialist Case Manager	September 1, 2022 – June 30, 2023	Case files for each consultation and log of consultations

critical services such as employment assistance, housing, public safety, healthcare, food, etc.	essential social and healthcare services  7b. Assist clients in navigating the complex application process for public assistance programs and applying for services using online applications			
8. Maintain case management files for all registered clients	7a. Create and maintain case files for clients	Case Manager	September 1, 2022 – June 30, 2023	Case files for each consultation and log of consultations

#### 2. PROGRAM BUDGET

MLFC is requesting an amount of \$138,950 to develop and implement the COVID-19 Mitigation Program aimed at reducing barriers to critical social and health virtual services for low-income, technologically challenged Southeast Asian individuals during the COVID-19 public health crisis.

#### 3. REFERENCES

Organization: Merced County Department of Behavioral Health and Recovery Services

Address: 301 E 13 St., Merced, CA 95341

Contact Person: Sharon Jones, MHSA Coordinator

E-mail: sharon.jones@countyofmerced.com Telephone: (209) 381-6800, Ext. 3611 Amount of Contract: \$347,339 per year Date & Type of Service: 07/01/2007 — Present

Southeast Asian Community Advocacy Program (SEACAP)

Organization: The Fresno Center (TFC)

Address: 4879 E Kings Canyon Rd, Fresno, CA 93727

Contact Person: Dr. Ghia Xiong, Director of The Living Well Center

E-mail: ghia.xiong@fresnocenter.org

**Telephone:** (559) 255-8395

Amount of Contract: \$45,000 per year

Date & Type of Service: 02/01/2017 - Present California Reducing Disparities Project (CRDP)

Organization: Asian Business Institute & Resource Center

Address: 7035 N Fruit Ave, Fresno, CA 93711 Contact Person: Blong Xiong, Executive Director

E-mail: blongxiong@sbcglobal.net

**Telephone:** (559) 402-0067 **Amount of Contract:** \$5,000

Date & Type of Service: 01/0142021 - 11/30/2021 USDA California Technical Assistance Collaborative

No.	Program Name	Funder	Date	Amount	Contact Name	Contact Phone Number
1	Southeast Asian Community Advocacy Program (SEACAP)	Merced County Behavioral Health and Recovery Services	7/1/2007-Current	\$347,339.00	Sharon Jones	(209) 381-6800
2	Prevention and Early Intervention in Integrated Prinary Care (PELIPC)	Merced County Behavioral Health and Recovery Services	5/7/2014-Current	\$123,453.00	Sharon Jones	(209) 381-6800
3	Prevention and Early Intervention - Cultural Broker	Merced County Behavioral Health and Recovery Services	5/7/2014-Current	\$89,422.00	Sharon Jones	(209) 381-6800
4	Police Community Aid (PCA)	City of Merced	8/14/2013-Current	\$22,434.00	Kelly Fincher	(209) 388-8650
5	California Reducing Disparities Project (CRDP)	The Fresno Center	2/1/2017-Current	\$49,400.00	Dr. Ghia Xiong	(559) 255-8395
6	Califorinia Mental Health Equity Project	The Fresno Center	7/1/2021-Current	\$20,000.00	Dr. Ghia Xiong	(559) 255-8395
7	COVID-19 Community Health Project	Sierra Health Foundation	10/1/2021-Current	\$24,293.00	Cindy Quezada	(916) 922-4755
8	COVID-19 Outreach and Education	Merced Department of Public Health	12/28/2021-Current	\$20,000.00	Magan Black	(209) 381-1025
9	Southeast Asian Extended Tele-Community Health	Sierra Health Foundation	10-15/2020-7/31/2021	\$39,954.00	Nora Dunlap	(916) 922-4755
10	Food4All	Nourish California	3/16/2021-11/30/2021	\$5,000.00	Gabby Tilley	(213) 254-5123
11	Central California Alliance for Health - Food Distribution	Central California Alliance for Health	4/1/2021-6/30/2021	\$22,792.00	Jessica Finney	(510) 290-3914
12	The California Endowment	The California Endowment	12/1/2020-11/30/2021	\$25,000.00	Brian Mimura	(559) 443-5312
13	Southeast Asian Tobacco Avoidance Program	Asian Pacific Partners for Employment, Advocacy and Leadership	4/1/2021-6/30/2021	\$4,900.00	Marielle Reataza	(510) 879-7759
14	USDA Small Farmer Technical Assistance	Asian Business Institue and Resource Center	1/04/2021-10/31/2021	\$5,000.00	Blong Xiong	559) 402-0067

# **COMPOSITE BUDGET**

Name of Agency: Merced Lao Family Community, Inc. Date: March 1, 2022

# City of Merced Request for Proposals for community funding

	Budget	Modify	Total Budget
Personnel Services			
Salaries and Wages	\$83,760.00		\$83,760.00
Fringe Benefits	\$21,778.00		\$21,778.00
TOTAL PERSONNEL	\$105,538.00		\$105,538.00
Operations	TYLES DEN		
Space/Rent	\$6,048.00		\$6,048.00
Utilities	\$900.00		\$900.00
Communication	\$420.00		\$420.00
Travel/Transportation	\$900.00		\$900.00
Equipment-Car-Maintenance	\$250.00		\$250.00
2 Computers	\$3,000.00		\$3,000.00
Office Supplies	\$900.00		\$900.00
Printing/translation	\$840.00		\$840.00
Other- Property- Insurance	\$1,800.00		\$1,800.00
PPE-\$1,500.00	\$1,500.00		\$1,500.00
Stripen for four worksho education COVID-19 Comminity leaders eah \$25.00/ a leader for 25 leaders	\$2,500.00		\$2,500.00
Refresment for education trainings for four workshop			
\$350/one X 4=	\$1,400.00 \$900.00		\$1,400.00
Booth display for event in the community  Both dispay materials for the Merced Hmon NY	\$1,500.00		\$900.00 \$1,500.00
Sub-Total Operating Expenes	\$22,858.00	T. Seets	\$22,858.00
Indirect Costs 10%	\$10,554.00		\$10,554.00
Subtotal Operational Costs	\$138,950.00		\$138,950.00
Total Expenditures:	\$138,950.00	a divergen	\$138,950.00

## **PERSONNEL BUDGET**

NAME OF AGENCY: Merced Lao Family Community, Inc.

DATE: March 1, 2022

# City of Merced Request for Proposals for community funding

	2		3	4	5	6
JOB TITLE	Hourly Rate	Annual Salary Rate of Position	Number of Budgeted Positions	Number of Months Budgeted	Percentage of Time to Components	Total Funds Requested
Program Coordinator		\$ 72,000.00	1	12	15%	\$10,800.00
Outreach Counselor		\$35,520.00	1	12	100%	\$35,520.00
Case Manager		\$37,440.00	1	12	100	\$37,440.00

Benefits Details	
FICA - 6.2%	\$5,193.12
SUI & SDI- 7.0%	\$5,863.20
Work, Comp 2%	\$1,675.20
Other (Health, etc.) - 5.8%	\$4.858.08
Life/Pension Plan - 5%	\$4,188.00
Total Benefits - 26%	\$21,777.60

Total Salaries	\$83,760.00
Total Benefits	\$21,777.60
Grand Total	\$105,537.60

### COMPONENT BUDGET NARRATIVE

DATE: March 1,2022

SERVICE COMPONENT: City of Merced Request for Proposals for community funding

<b>Space:</b> \$504.00/ Month X12 Month=	\$ 6,048.00
Utilities: \$50.00/ Month X 12 Months=	\$ 900.00
Communication: \$35.00/month X12 months=	\$ 420.00
Travel: Local mileage 150 mile/month. X 12 months. X \$.50 per mile =	\$ 900.00
Equipment-car-Maintenance: \$ 250.00/Year=	\$ 250.00
Computers \$1500.00/1 computer for 2 computers=	\$3,000.00
Office Supplies: Desktop supplies such as pens, papers, staplers etc. \$50/month. X 12 months. =	\$ 900.00
Printing and translation: \$70.00/Month X 12 months=	\$ 840.00
Property insurance= \$150.00/month X 12 months=	\$1,800.00
PPE= \$1,500.00 /Year=	\$1,500.00
Stipend for the education workshop for the COVID-19 for Community leaders. \$25.00 25 community leaders for 4 workshops =	0/one leaders for \$ 2,500.00
Refreshment for community leader education meeting \$350.00/1 meeting X 4 meeting	ngs = \$1,400.00
Both display during the community events= \$75.00/month X 12 months =	\$ 900.0
Merced Hmong New Year Both display materials \$500.00/day for three days=	\$1,500.00
Sub-Total Operating Expense=	\$ 22,858.00
Indirect Costs: Administrative Costs/Over Head Costs at approximately 10% of Personn	nel = \$10.554.00

From:

Dietz, Stephanie

To:

"Paul Thao"

Cc: Subject: Knoester, Sarah; Flachman, Jennifer ARPA Non-Profit Award Notice

Date:

Friday, April 22, 2022 10:28:03 AM

Good morning,

Congratulations! On April 18, 2022, the Merced City Council unanimously approved your grant application in the amount of \$100,000 to fund the Merced Lao Family. This email serves as your official notice of award. As your award amount differs from your original proposal, we are requesting that you provide an updated proposal that matches the grant award amount. Once this has been received by our office, the funding agreement will be drafted and forwarded to your origination for approval.

Should you have any questions or concerns as we work through the process, please feel free to reach out to the City Manager team, included in this email.

Best,



### Stephanie Dietz City Manager

City of Merced | 678 W. 18<sup>th</sup> Street | Merced, CA 95340 (209) 388-8670 | (209) 617-1941 cell dietzs@cityofmerced.org | www.cityofmerced.org

From:

Paul Thao

To: Cc: <u>Dietz. Stephanie</u> <u>Knoester, Sarah; Flachman, Jennifer</u>

Subject: Date: Re: ARPA Non-Profit Award Notice Monday, May 9, 2022 11:09:14 AM

Attachments:

City of Merded Rescue Fund-Composite-2020-2021 -2022-update.xls

City of Merced Rescue Fund-Personel Budget-2021-2022-update-.xls SEACAP- Narrative-2024-2025 -Modification.xlsx

#### Hi Stephanie,

Merced Lao Family Community, Inc. has modify the budget to fit the \$100,000.00 the only change is the reduce the Full-time outreach still to be 45% time. The rest will remain the same. The scope work will be be the same service. Please see the attachment of the new budget. If you have any question, email me. How soon the program will start?

Thank you,

Paul Thao

MLFC Executive Director Phone: (209)384-7384 Fax: (209)384-1911

Email: Paul.Thao@laofamilymerced.org

#### HIPAA Confidentiality Notice

The information contained in this email message is legally privileged and confidential information (in accordance with Federal Regulation 42 CFR Part II and 45 CFR Parts 160 and 164) intended only for the use of the above named individual or entity. Redisclosure without specific written consent of the person to whom the information pertains is strictly prohibited. If the reader of this message is not the intended recipient, you are advised not to read the attachments and you are hereby notified that any dissemination, distribution or copy of the email is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy/delete all copies of the original message and any attachments. Thank you.

[NOTICE: This message originated outside of City of Merced -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

# **COMPOSITE BUDGET**

Name of Agency: Merced Lao Family Community, Inc.

Date: April 21, 2022

# City of Merced Request for Proposals for community funding

	Budget Request	Modify	Total Budget	
Personnel Services				
Salaries and Wages	\$ 61,440.00		\$ 61,440.00	
Fringe Benefits	\$ 15,974.00		\$ 15,974.00	
TOTAL PERSONNEL	\$ 77,414.00		\$ 77,414.00	
Operations				
Space/Rent	\$ 4,032.00		\$ 4,032.00	
Utilities	\$ 900.00		\$ 900.00	
Communication and Internet	\$ 420.00		\$ 420.00	
Travel/Transportation	\$ 1,050.00		\$ 1,050.00	
Equipment-Maintenance	\$ 300.00		\$ 300.00	
Office Supplies	\$ 1,200.00		\$ 1,200.00	
Computers	\$ 1,663.00		\$ 1,663.00	
Furnitures	\$ 1,200.00		\$ 1,200.00	
Printing/translation	\$ 540.00		\$ 540.00	
PPE-\$1,500.00	\$ 1,500.00		\$ 1,500.00	
Independent Audit	\$ 300.00		\$ 300.00	
Property- Insurance	\$ 900.00		\$ 900.00	
Communication, Stamps	\$ 360.00		\$ 360.00	
Booth display for event in the community	\$ 480.00		\$ 480.00	
	\$ -		\$ -	
Sub-Total Operating Expenes	\$ 14,845.00	185-1918V	\$ 14,845.00	
Indirect Costs 10%	\$ 7,741.00		\$ 7,741.00	
Subtotal Operational Costs	\$ 22,586.00		\$ 22,586.00	
Total Expenditures:	\$ 100,000.00		\$ 100,000.00	

### PERSONNEL BUDGET

NAME OF AGENCY: Merced Lao Family Community, Inc. DATE: April 21, 2022

# City of Merced Request for Proposals for community funding

1	2		3	4	5	6
JOB TITLE	Hourly Rate	Annual Salary Rate of Position	Number of Budgeted Positions	Number of Months Budgeted	Percentage of Time to Components	Total Funds Requested
Program Coordinator		\$ 72,000.00	1	12	15%	\$10,800.00
Outreach Counselor		\$33,600.00	1	12	45%	\$15,120.00
Case Manager		\$35,520.00	1	12	100%	\$35,520.00
			100.5			
Benefits Details						
FICA - 6.2%	\$3,809.28					
SUI & SDI- 7.0%	\$4,300.80					
Work. Comp 2%	\$1,228.80					
Other (Health, etc.) - 5.8%	\$3,563.52				Total Salaries	\$61,440.00
Life/Pension Plan - 5%	\$3,072.00				Total Benefits	\$15,974.40
Total Benefits - 26%	\$15,974.40				Grand Total	\$77,414.40

MERCED LAO FAMILY COMMUNITY, INC. COMPONENTS BUDGET NARRATIVE		
COMPONENTS BUDGET NARRATIVE		
	4/21/2022	
SERVICE COMPONENT: City of Merced Request for Proposals for community	v fundin	a
SPACE:		
Space/Rent: \$336.00 per month X 12 months =	\$	4,032.00
Utilities: \$ 75 per month X 12 months =	\$	1,050.00
Communication		
Telephone, internet \$ 35 per month X 12 months =	\$	420.00
Travel & Per Diem Expenses		
Local mileage/gas 175 miles per month X 12 months X \$.50 per miles =	\$	900.00
Equipment-Purchase		
Office equipment maitennance \$25.00/month X12	\$	300.00
Office Supplies		
Desktop supplies, i.e. paper, pens, toner, stapler, etc. \$100/mo. X 12 month=	\$	1,200.00
Office Equipments i.e. Computors, Printers and copier 70/mo.1 X12 moths=	\$	1,663.00
Furnitures	\$	1,200.00
Printing/Duplicating \$45.00/month X 12 months=	\$	540.00
PPE=	\$	1,500.00
Other Expenses		
Independent Audit expense \$25.00 per/Mo X 12 months=	\$	300.00
Property insurance, services insurance, etc. \$75.00/mo. X 12 mos. =	\$	900.00
Communication/Stamps: \$30.00 X 12 months=	\$	360.00
Both display during the community events= \$75.00/month X 12 months =	\$	480.00
Sub- Total Expenses:	\$	14,845.00
Administraive costs and overhead cost at 10% of personnel=	\$	7,741.00
Sub-Total Expenses	\$	22,586.00

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