

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Abode Services, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

WHEREAS, on December 15, 2015 the parties entered into an agreement (the "Agreement") for services providing housing opportunities to low-income homeless individuals and families in the San Mateo County in the amount of \$1,392,310 for a term of December 15, 2015 through June 30, 2017; and

WHEREAS, on June 27, 2017, the Agreement was amended to add funds in the amount of \$2,223,094 for a revised amount of \$3,615,404 for an extended term ending on June 30, 2019; and

WHEREAS, the parties now wish to further amend the Agreement to add \$1,153,103 in funds for a new maximum obligation of \$4,768,507 and extend the term until June 30, 2020.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1. Exhibits and Attachments of the Agreement is amended to read as follows:

Exhibit A (revised June 2019) – Services
Exhibit B (revised June 2019) – Payment and Rates
Exhibit B1 (revised June 2019) – Budget
Exhibit C (revised June 2019) – Performance Reporting and Monitoring
Exhibit D – Clarity (revised October 2016)
Attachment H – HIPAA Business Associate Requirements
Attachment I – 504 Compliance
Attachment P – Personally Identifiable Information

2. Section 2. Services to be performed by Contractor of the Agreement is amended to read as follows:

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In consideration of the payments set forth in this Agreement and in Exhibit B (revised June 2019) and Exhibit B1 (revised 2019), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A (revised June 2019), C (revised June 2019) and D (revised October 2016) and Attachments H and P.

3. Section 3. Payments of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits (revised June 2019), C (revised June 2019), and D (revised October 2016) and Attachments H and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B (revised June 2019) and B1 (revised June 2019). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR MILLION SEVEN HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED SEVEN DOLLARS** (\$4,768,507). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration.

4. Section 4. Term of the Agreement is amended to read as follows:

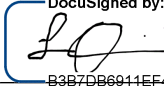
Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 15, 2015 through June 30, 2020.

- 5. Exhibit A (revised 6/2017) is replaced with Exhibit A (revised June 2019)**
- 6. Exhibit B (revised 6/2017) is replaced with Exhibit B (revised June 2019)**
- 7. Exhibit B1 (revised 6/2017) is replaced with Exhibit B1 (revised June 2019)**
- 8. Original Exhibit C is replaced with Exhibit C (revised June 2019)**
- 9. All other terms and conditions of the Agreement dated December 15, 2015 and amended June 27, 2017, between County and Contractor shall remain in full force and effect.**

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In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Abode Services**

DocuSigned by:

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4/24/2019 | 10:29 PM PDT Louis Chicoine

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A (revised June 2019)
Program/Project Description

In consideration of payments as shown in Exhibit B (revised June 2019), and subject to the terms and conditions of the Agreement, Contractor shall provide the following services.

A. Services

Contractor shall provide housing locator and housing case management services for the target population of homeless individuals and families; helping program participants address and resolve housing-related challenges; identify housing options; and maintain housing after clients are housed.

The population to be served is homeless individuals and families in San Mateo County, who are referred to this program by the referral processes established by the Human Services Agency (HSA). The target population includes homeless people who have disabilities; little to no income; evictions; criminal convictions; alcohol and/or other substance use; mental and physical health challenges; and other barriers to maintaining housing.

Contractor will only accept referrals based on the referral processes established by HSA. The current referral processes are listed below. With the implementation of County's Coordinated Entry System (CES), these referral processes will change as CES will be directly referring individuals and families to this program.

1. Chronically homeless individuals and families with housing vouchers referred by homeless outreach services
2. Housing Readiness Program family participants referred by shelters
3. Housing Readiness Program individual participants referred by homeless outreach services
4. Former foster youth with Family Unification Program vouchers referred by the San Mateo County Children and Family Services
5. Veteran households referred by the Vets@Home initiative to end veteran homelessness

This Agreement supports 3 FTE housing specialists, 2.75 FTE housing service coordinators, and a portion of a director of housing programs, development and marketing associate, program manager, housing compliance specialist, enrollment and data specialist, finance and budget specialist and IT technician.

Contractor will administer and manage direct client support funds for the following purposes:

1. Landlord mitigation fund: provide incentives for new and continued landlord engagement along with support funds in case of damages in excess of the security deposit amount
2. Security deposit assistance for an anticipated 45 one bedrooms and 15 two bedroom units
3. Gap funds for other housing or case management related client support such as: furniture, food and clothing in engagement and case

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management activities, household items, and in rare circumstances, brief motel stays if an individual or household is unable to move into a unit immediately

4. Veteran Incentive Program: Security deposit, landlord incentives, and client support funds for veteran households

Program Staff Responsibilities

Contractor shall designate a program manager/director who will be responsible for overall program operations and oversight, including quality assurance and improvement, consistency of services, ongoing training and supervision of staff, partnerships with stakeholders, data tracking, and performance outcomes. The Senior Service Coordinator/Case Manager will provide direct services to clients and also additional support with program management and compliance.

The Enrollment and Data Specialist will assist with enrollment of program participants and data support, including timely and accurate entry of program activities into the Clarity Homeless Management Information System (HMIS).

A Finance and Budget Specialist will manage financial reports, program projection, and flexible spending funds.

Housing Specialists identify new units, engage landlords, and build and maintain landlord relationships.

Housing Service Coordinators will be responsible for housing-focused case management of program participants before and after they are housed. Housing Service Coordinators will collaborate with referral partners if clients are co-enrolled in case management, supporting clients in housing intervention processes and becoming “document ready”. Housing Service Coordinators may provide support through direct client support funds as needed and appropriate. Contractor will work with other agencies serving the client, to collaborate on service delivery and ensure no duplication of services. Housing Service Coordinators will also provide ongoing case management for clients who are not connected through case management with their subsidy. For example, the Housing Readiness Program (HRP) or Permanent Supportive Housing Program (PSH) with no supportive services.

Quality Assurance and Continuous Quality Improvement

Contractor will conduct quality assurance and continuous quality improvement including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services and adherence to policies and procedures.

Contractor will conduct ongoing reviews and documentation of services (file reviews).

Contractor will implement a systematic process to collect ongoing feedback from clients; homeless and safety net providers; and other stakeholders.

B. Other Contractor Responsibilities

1. Conduct ongoing quality assurance and continuous quality improvement, including reviewing data to ensure quality and consistency of services, and adherence to policies and procedures.
2. Collect feedback from clients and other stakeholders.
3. Provide services that are culturally appropriate to the populations served.
4. Maintain policies, procedures, and tools for staff, and update as needed.
5. Provide services that are low barrier, meaning participants are not screened out or discharged from the program based on having an active or history of alcohol or substance use, a criminal record, or perceived “lack of motivation.”
6. Train staff to work with hard-to-reach and hard-to-serve clients, who may otherwise be disconnected from mainstream and homeless system services and supports. Contractor provides ongoing, comprehensive staff trainings on best practices in working with homeless individuals with complex needs, safety protocol and procedures, Housing First, job functions and responsibilities, emergency response protocol and HMIS data entry and service documentation.
7. Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database (see Exhibit D). All client records will be entered into Clarity. Data entry will be entered during or as soon as possible after the services.
8. Report critical incidents within 24 hours via email to HSA Center on Homelessness, including events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff).
9. Participate in County Homeless Redesign and the Coordinated Entry System.
10. Accept referrals only from the process designated by HSA, including from CES as it is implemented.
11. Participate in point-in-time counts and surveys.
12. Provide a budget summarizing how the contract funds will be spent. Contractor will need approval from HSA for any budget change-requests.

Exhibit B (revised June 2019)
Method and Rate of Payments

In consideration of the services provided by Contractor in Exhibit A (revised June 2019) and subject to the terms of the Agreement, County shall pay contractor based on the following fee schedule and terms.

General Payment Terms

Availability of Funding:

County may terminate this agreement in whole or a portion of services based upon availability of federal, state or county funds by providing a thirty (30) day written notice to Contractor.

Quality of Work:

In addition, County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement with a plan to confirm what steps will be taken to correct performance.

Failure to respond or correct work may result in disallowed costs. County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the agreement. Failure to respond and correct the work may also result in termination of the agreement.

Payment Rates:

County shall have the option to adjust funding across line items in the Budget as shown in Exhibit B1 (revised June 2019) and across fiscal years as agreed upon by both parties and approved by County in writing as long as it does not exceed the total agreement obligation.

Right of County to Adjust, Modify or Add Services

County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

Program Budget Overview

Fiscal Year	Total Amount
15-16	\$569,148
16-17	\$823,162
17-18	\$1,103,577

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18-19	\$1,119,517
19-20	\$1,153,103
Total	\$4,768,507

Method and Rate of Payments

Contractor will invoice County monthly for actual costs incurred. In addition, Contractor must submit required monthly reports along with invoices per Exhibit C (revised June 2019).

Invoices must be itemized and include: operation expenses; direct client support; salaries and wages; and administration costs for services in accordance with the scope of work in Exhibit A (revised June 2019) and the Budget in Exhibit B1 (revised June 2019). Contractor will supply supporting documents for reimbursement by the 20th of month for the prior month. The final invoice for each Fiscal Year will be submitted by June 21 due to year-end processing.

County will pay Contractor upon receipt and approval of invoices and required monthly reports.

All reports, as described in Exhibit C (revised June 2019), and invoices shall be submitted by email to Brian Eggers at BEggers@smcgov.org or the designated HSA contact.

In no event will services, taxes and fees exceed the total agreement obligation of **FOUR MILLION SEVEN HUNDRED SIXTY-EIGHT THOUSAND FIVE HUNDRED SEVEN DOLLARS (\$4,768,507)**.

Exhibit B1 (revised June 2019)

Budget

San Mateo County Housing Locator		
Budget FY 2019-2020		
Class	Description	Costs Anually
Salaries and Wages	Senior Program Manager	44,375.00
Salaries and Wages	Enrollment/ Data Specialist	30,900.00
Salaries and Wages	Housing Specialist	66,950.00
Salaries and Wages	Housing Specialist	65,662.50
Salaries and Wages	Housing Specialist	65,662.50
Salaries and Wages	Finance and Budget Specialist	23,437.50
Salaries and Wages	Director of Housing Programs	22,250.00
Salaries and Wages	Development & Marketing Associate	7,725.00
Salaries and Wages	IT Technician	8,368.75
Salaries and Wages	Housing Compliance Specialist	32,500.00
Salaries and Wages	Housing Service Coordinator	66,250.00
Salaries and Wages	Housing Service Coordinator	51,562.50
Salaries and Wages	Housing Service Coordinator	66,250.00
Salaries and Wages SubTotals:		551,893.75
		Total Cost
Direct Client Support	Client Gap Funds Housing: (credit checks, application fees, utilities deposits, move in rental portions/arrears)	14,400.00
Direct Client Support	Client Housing - Security Deposits one bedroom	207,000.00
Direct Client Support	Client Housing - Security Deposits two bedroom	72,000.00
Direct Client Support	Client Gap Funds Furniture- beds/Moving cost, cleaning/Re-locations - moves, cleaning etc.)	35,000.00
Direct Client Support	ClientHousing - Other (ML repairs)	15,000.00
Direct Client Support	Veteran Incentive Program	20,000.00
Direct Client Support SubTotals:		363,400.00
Program Operations	Telephone	6,255.00
Program Operations	Travel/mileage	22,935.00
Program Operations	Marketing/Recruiting Materials	1,000.00
Program Operations	Printing	2,177.00
Program Operations	Postage	800.00
Program Operations	Staff Development/Training	6,000.00
Program Operations	Office Supplies	6,255.00
Program Operations	Computers/ IT	5,560.00
Program Operations	Office Space/utilities	82,000.00
Program Operations SubTotals:		132,982.00
Admin- Staffing/ Operations @10%		104,827.58
Total Program Budget:		1,153,103

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Performance Reporting and Monitoring

Monthly and quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

Performance Measures

Measure	FY 2017-2018	FY 2018-2019	FY2019-20
Number of households (individuals or families) placed in housing by Contractor	70	70	70
Percentage of households (individuals or households) who remain housed for six months	75%	75%	75%
Percentage of households (individuals or households) who remain housed for one year	70%	70%	70%

County shall have the option to modify performance measures, goals, and targets by written notice. County shall give Contractor advance notice of any modifications and will also discuss changes with Contractor.

Required Reporting

- A. Submit reports to HSA within 20 days of the end of the designated reporting period. Reports will include the following:
- a. Monthly reports
 - i. Invoices with supporting documentation
 - ii. Number of referrals for housing location and/or case management
 - iii. Number of households who have been housed (moved in) with support from Abode
 - iv. Number of clients relocated into second housing unit
 - v. Number of clients actively seeking housing
 - vi. Clients referred who did not end up needing housing search services (able to self-resolve with some financial assistance)
 - vii. Number of clients in the enrollment, referral, or forms process
 - viii. Number of clients who were referred and no longer needed services
 - ix. Number of clients receiving case management services
 - x. Number of clients who will receive case management post housing
 - b. Quarterly reports
 - i. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date). Report will also include:
 1. Number of households served by housing locator services
 2. Number of households served by case management services
 3. Percent of households who remain housed for six months

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- who are receiving case management from Abode and who are not receiving case management from Abode
- 4. Percent of households who remain housed for one year who are receiving case management from Abode and who are not receiving case management from Abode
- ii. Narrative describing trends, successes, challenges during the reporting period

B. Contractor will participate in Site Review/Contract Compliance visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement are identified. Contractor will receive at least two weeks advanced notice, unless there is an urgent programmatic need to expedite the process.

C. Contractor will participate in program evaluations and other analysis of the homeless system conducted by HSA.

D. HSA may request additional data from contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the data/report.