

AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LifeMoves, 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;

WHEREAS, on June 28, 2016 the parties entered into an Agreement to provide emergency shelter and transitional housing services in the amount of \$4,503,468 for the term of July 1, 2016 through June 30, 2019; and

WHEREAS, this Agreement for various programs that may be referred to as the LifeMoves Multi-Program Agreement; and

WHEREAS, on January 8, 2019 the parties amended the Agreement to increase funding by \$251,490 for a new total obligation amount of \$4,754,958 with no change to term to fund the increase in of the per night hotel cost; and

WHEREAS, the parties wish to further amend the agreement to increase the funding by \$2,210,716 for a new amount not to exceed \$6,965,674 and extend the term by one year to June 30, 2020 to continue providing services for an additional year.

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

1. Exhibits and Attachments is hereby amended to read as follows:

Exhibit A (revised 6/2019) – Program/Project Description Motel Voucher for Families and Inclement Weather Programs

Exhibit A1 – Program/Project Description Transitional Housing for Families with Special Needs

Exhibit A2 – Program/Project Description Motel Voucher and Shelter Services for Individuals under Service Connect

Exhibit B – Method and Rate of Payment Motel Voucher Program for Families and Inclement Weather

Exhibit C – Fingerprinting Certification Form

Exhibit D – Child Abuse Prevention and Reporting

Exhibit F – Clarity System

Attachment I - § 504 Compliance

2. Paragraph 2 - Services to be performed by Contractor is hereby amended to read:

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A (revised 6/2019), A1, A2, D and F.

3. Paragraph 3. Payments is hereby amended to read:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A (revised 6/2019), A1, A2, D and F, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 **SIX MILLION NINE HUNDRED SIXTY-FIVE THOUSAND AND SIX HUNDRED SEVENTY-FOUR DOLLARS** (\$6,965,674). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Exhibit A – Program/Project Description Motel Voucher for Families and Inclement Weather Programs (revised 6/2019) replaces the original Exhibit A in its entirety and is attached hereto.

5. Exhibit A1 – Program/Project Description Transitional Housing for Families with Special Needs Paragraph C. Performance Monitoring and Reporting is hereby amended to include the following FY 2019-20 measure:

82% of families who exit the Transitional Housing for Families with Special Needs for families' program will do so into permanent housing.

6. Exhibit A2 – Program/Project Description Motel Voucher and Shelter Services for Individuals and Families under Service Connect, paragraph C. Shelter Services for

Individuals and Families' allocation of Maple Street Shelter (for adults) beds is hereby amended to read five (5) beds.

- 7. Exhibit A2 – Program/Project Description Motel Voucher and Shelter Services for Individuals and Families under Service Connect, Paragraph D. Shelter Services for Individuals and Families is hereby amended to include the following FY 2019-20 performance measure:**

52% of Service Connect participants receiving shelter services are referred to long term housing programs.

- 8. Exhibit B - Method and Rate of Payment - General Payment Terms is hereby amended to include the following:**

5. County has fulfilled its payment obligations to the Contractor in full for all services rendered in FY 2016-17 and FY 2017-18.

- 9. Exhibit B - Method and Rate of Payment Program Payment Terms is hereby amended to include the following:**

E. Annual Program/Service Allocation

Program/Service	FY 2018-19	FY2019-20
MVP for Families	\$1,530,628	\$1,116,568
Inclement Weather (cots and motels)	\$171,630	\$52,000
Transitional Housing for families with Special Needs	\$167,148	\$167,148
Service Connect	\$400,000	\$425,000

- 10. Exhibit B - Method and Rate of Payment - Program Payment Terms is hereby amended to remove the first sentence of each program paragraph referencing the total not to exceed amount as shown in Paragraph A. Motel Voucher Program for Families; B. Inclement Weather Program; C. Transitional Housing for families with Special Needs Program; and D. Service Connect Program.**
- 11. All other terms and conditions of the agreement dated June 28, 2016 and the subsequent amendment dates January 8, 2019 between the County and Contractor shall remain in full force and effect.**

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

For Contractor: LIFEMOVES

<small>DocuSigned by:</small> <i>Bruce Ives</i> <small>D6C5CA61ED604DD...</small>	5/16/2019 5:16 PM PDT	Bruce Ives
_____ 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 6/2019) – Program/Project Description Motel Voucher for Families and Inclement Weather Programs

In consideration of the payments set forth in Exhibit B, Contractor will provide the services shown below for the Motel Voucher Program (MVP) for Families and the Inclement Weather Program.

A. Services to be provided under the MVP for Families

The MVP for Families Program serves homeless families with no other means of securing housing and who need housing and supportive services following the eligibility criteria established by the County. Families receiving CalWORKs 16-day motel voucher from the state-funded Temporary Homeless Assistance Program (THA) (as defined by County MVP policies) may be eligible for the MVP for Families program, based on the eligibility criteria established by the County.

Contractor will:

1. Provide motel voucher emergency shelter services to eligible families and inclement weather shelter services to eligible clients.
2. Adhere to the County's Motel Voucher Program (MVP) and Coordinated Entry System (CES) policies, processes, and eligibility criteria.
3. Ensure clients served meet program eligibility criteria.
4. Obtain and keep records of the applicable documentation for program entry.
5. Receive referrals via the process established by the County, including participating in CES.
6. Recruit and retain participating motels.
7. Negotiate lowest rate possible with participating motels.
8. Provide motel stays to eligible clients based on availability of funding and program policies.
9. Provide housing-focused case management services to all families receiving MVP services. Case management services will help clients identify housing strategies; create a housing plan; exit homelessness into a permanent, stable housing situation; and get connected with additional support services to address other needs such as health and income. The case management also connects clients with other services to assist the client such as housing applications, employment services, benefits, behavioral health services, and other services.
10. Facilitate the entry to available emergency shelter and transitional housing via the Coordinated Entry System as established by County.
11. Collaborate closely with the Diversion and Coordinated Entry System provider.
12. Verify family's eligibility for the CalWORKs 16 days Temporary Homeless Assistance (THA) via the process established by County.

County will:

1. Notify the Contractor in writing of program policies and procedures, and any revisions thereto.

B. Services to be provided under the Inclement Weather Program

The Inclement Weather Program supports homeless individuals or families during periods of cold and inclement weather.

Contractor will:

1. Provide cots at the Maple Street Shelter. Maple Street Shelter provides inclement weather shelter via eight (8) overflow cots during the inclement weather activation dates.
2. Issue motel vouchers to eligible clients following County Inclement Weather Program policies when there is no capacity in shelters.
3. Adhere to the County's Inclement Weather Program policies and procedures.
4. Receive referrals via the process established by County.
5. Adhere to the activation announcement dates set by County.
6. Coordinate with the Diversion/Coordinated Entry System provider and shelters (Maple Street, Safe Harbor, and Project WeHOPE) to identify available vacancies. If beds are available at the shelters, Contractor will direct clients accordingly.
7. Provide case management and shelter services through the inclement weather program during an emergency or disaster. Contractor is not to provide these services unless a written request is submitted to Contractor by County. The written request will include details about the clients to be served, services to be provided, eligibility criteria, and reporting.

County will:

1. Notify the Contractor in writing of program policies and procedures, and any revisions thereto.
2. Notify the Contractor in writing of the referral process, and any revisions thereto.

C. Additional requirements, Contractor will:

1. Provide a list of current nightly cost for each motel in the program to County monthly and at the request of the County.
2. Provide a budget summarizing how the funds will be spent in each program (MVP and Inclement Weather).
3. Provide services that are culturally appropriate to the populations served, including providing staff with ongoing training in housing-focused case management best practices, motivational interviewing, crisis intervention and de-escalation and other topics related to the delivery of these services.
4. Provide services that are low barrier. This means that clients are not screened out based on having too little or no income, having an active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
5. Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for families who are experiencing or have experienced domestic violence.
6. Maintain written program policies and procedures, and ensures policies and procedures are implemented.

7. Maintain grievance policies available for clients.
8. Maintain timely, accurate client records of all clients served, including progress notes, client consent forms, and performance measure data in the Clarity System database (see Exhibit F).
9. Provide Critical Incident Reports within 24 hours to the County: death, homicide, suicide or suicide attempt, and assault (to client or staff).
10. Participate in point-in-time counts and surveys at the request of the County.
11. Provide the name and contact information of staff who will be available 24 hours a day, 7 days a week, for the MVP and Inclement Weather program services.

A. Reporting

1. Contractor will submit monthly reports, along with itemized invoices, by the 20th of each month for the previous month's services. Monthly reports will include, but are not limited to, the following information:
 - Number of families served
 - Number of nights stayed in motel
 - Number of adults/children in family
 - Motels occupied
 - Motel costs
 - Referral source for family and/or individual
 - Current hotels participating in the program and their nightly rate
2. Contractor will submit quarterly reports by the 20th of the month following the end of the previous quarter (ex: for services rendered from July-September, report will be due October 20). Quarterly reports will include, but are not limited to, the following information:
 - Clarity Annual Performance Report (APR)
 - Narrative detailing highlights/activities of funded programs
 - Performance measure report on measures identified in Section B.
3. Contractor will submit annual reports by the 20th day after the end of the fiscal year (ex: submit by July 20th of each year). Annual program report will provide year-end results for the performance measures and will include a narrative describing how performance measures were achieved and/or challenges achieving the outcomes.
4. Contractor will provide County with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end (i.e. submit by March 30 of each year).
5. County reserves the right to request additional information or data and may review additional reports in Clarity to gain additional information on services, needs, and outcomes.
6. All reports will be submitted to Lody Saba, LSaba@smcgov.org, 1 Davis Dr., Belmont, CA 94002.

B. Performance Measures

Measure	FY 2016-17 Target	FY 2017-18 Target	FY 2018-19 Target	FY 2019-20 Target
Percent of families who exit the MVP for Families Program into emergency shelter or transitional housing	75%	75%	88%	88%
Percent of families who exit the MVP for Families Program into permanent housing	8%	8%	8%	8%
Maintain a minimum number of hotels/motels available for MVP use to maintain competitive rates and availability	15	15	15	15