AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INNVISION SHELTER NETWORK

THIS AMENDMENT TO THE AGREEMENT, entered into this day of
, 20, by and between the COUNTY OF SAN MATEO, hereinafter
called "County," and INNVISION SHELTER NETWORK hereinafter called "Contractor";

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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, the parties entered into an Agreement for providing the Motel Voucher, Transitional Housing and the Inclement Motel Voucher Programs on June 8, 2010; and

WHEREAS, the parties wish to amend the Agreement to extend the term until 2016, add the Motel Voucher and Shelter Services for Individuals under AB109 Parole Realignment Program and utilize three Fee-for-Service units for families involved in Child Welfare Services

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

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Program/Project Description – Revised (rev. [March 18, 2013])

Exhibit A1 – Program/Project Description (AB109) - New

Exhibit B—Method and Rate of Payment - Revised (rev. [March 29, 2013])

Exhibit C—Contractor's Declaration Form

Exhibit D—Program Monitoring

Exhibit E—Outcome Based Management (OBM) Initiative

Exhibit F—Fingerprinting Compliance

Attachment I—§504 Compliance

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

Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A" and "A1" County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B" and "B1". The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed Five Million Five Hundred Forty Four Thousand Eight Hundred Forty Two Dollars (\$5,544,842).

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

Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2010, through June 30, 2016.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

4. Original Exhibit A is replaced with Revised Exhibit A, (rev. [March 18, 2013]).

See Attachment

5. Original Exhibit B is replaced with Revised Exhibit B, (rev. [March 29, 2013]).

See Attachment

6. Exhibit A1 is added to the Agreement:

See Attachment

7. All other terms and conditions of the Agreement dated June 8, 2010, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

ATTEST:	COUNTY OF SAN MATEO
By: Clerk of Said Board	By:President, Board of Supervisors, San Mateo County
	Date:
ATTEST: By: Mtthe R. Blb Clerk of Said Board	·
Inn Vision Shelter Network Arac M Contractor's Signature	
Date: 4/16/2013	

Exhibit A (rev. [March 18, 2013]) Program/Project Description InnVision Shelter Network

Motel Voucher, Transitional Housing for Families With Special Need, and Inclement Weather Programs

FY 2010-16

In consideration of the payments set forth in Exhibits "B" and "B1", Contractor will provide the following services under the general direction of the Human Services Agency (HSA) Director of Collaborative Community Outcomes or his/her authorized representatives:

I. CLIENT SERVICES FOR FAMILIES:

- **A.** <u>Services for Motel Voucher Program</u> The Contractor will manage and coordinate the Motel Voucher Program by providing the following services:
- 1. Recruitment and retention of participating motels;
- 2. Negotiations of rate of payments for vouchers with participating motels;
- 3. Provide vouchers to clients and/or issue vouchers to participating motels not to exceed 17 rooms per night based on available funding.
- 4. Evaluations and referrals of clients to the participating motels (motels that have agreed to accept vouchers as a guarantee for payment);
- 5. Receive invoices and pay motels upon use of the established voucher;
- Provide short term motel stay with access to transitional housing if appropriate to clients meeting HSA's requirements (term of stay will not exceed two weeks without the approval from HSA);
- 7. Establish partnerships with local landlords:
- 8. Provide housing related case management services to families, including education on:
 - a. How to look for and retain housing
 - b. How to be a good tenant
 - c. Money management;
- 9. Facilitate the entry to transitional housing for appropriate families;
- 10. Provide referrals to community-based agencies for assistance;
- 11. Establish regular communications with ongoing Child Protective Services (CPS) Workers and other HSA Case Managers.
- 12. Provide ongoing list of the families who are in the MVP to H.S.A.
- 13. Verify family's eligibility for the CalWORKs 16 days Temporary Homeless Assistance (THA) through H.S.A prior to program entry.
- 14. Develop plans for the families who do not have existing history with H.S.A in order to connect them to eligible benefits.
- 15. Coordinate plans for the families with H.S.A history through communication with H.S.A case worker/benefit analyst.

B. Services for Transitional Housing for Families with Special Needs Program-

Contractor will provide the Transitional Housing for Families with Special Needs Program that will include the following:

- 1. Transitional Housing for Families with Special Needs referred by HSA. (Special needs are those that impact the ability to secure housing, examples of which could include: families in drug or alcohol recovery, mental health treatment, domestic violence survivors, leaving incarceration, or any other similar situation):
- 2. Provide transitional housing (for 6 to 12 months) based on the need of the family and the case plan as established by HSA's Case Manager and the Contractor;
- 3. Utilize three (3) allocated units for the families with special needs who are involved in the Child Welfare Services;
- 4. Receive referrals for the special needs transitional housing program from HSA staff or from the Motel Voucher Program staff;
- 5. Provide supportive services appropriate to the needs of the family and in coordination with the case plan. Such services may include licensed childcare, transportation assistance to treatment programs, health services, supplemental parent education and other services as designated;
- 6. Work closely with HSA's Case Managers to ensure regular communications about families progress and modifications of case plans and court orders that may apply;
- 7. Participate when necessary in case planning activities;
- 8. Provide appropriate staff training in order to address the range of supportive services needed by families with special needs;
- 9. Provide housing related services to secure safe and stable housing upon completion of the transitional housing program in accordance with HSA's case plan; and
- 10. Upon availability, utilize up to three (3) fee-for-service units for families with special needs who are involved in Child Welfare Services.

II. <u>CLIENT SERVICES FOR SINGLE INDIVIDUALS</u> (Inclement Weather Motel Voucher for Single Individuals):

Contractor will administer and coordinate the motel voucher services by providing the following:

- 1. Receive referrals through Core Service Agencies and other agencies authorized by Human Services Agency's Center on Homelessness;
- 2. Call shelters (Maple Street, Safe Harbor, and InnVision Shelter Network) to see if there are any available vacancies. If there are available beds at the shelters, call the referral source to direct the clients to the appropriate shelter;
- 3. Before referring the clients to the motel, verify the clients eligibility and inform the client about the motel rules;
- 4. Check motel room availability with participating motels for referred individuals;
- 5. Fax motel voucher authorizations to Ali Shirkhani (Fax # 650-596-3478) or designated personnel;
- 6. Provide motel vouchers to referred single individuals during inclement weather;
- 7. Receive invoices and pay motels upon use of established vouchers;
- Provide a short term motel stay not to exceed a three (3) day period. Any extension beyond the permissible three days period must be approved by HSA's designated personnel;
- 9. Provide emergency short term shelter stay at Shelter Network's Maple Street Shelter and utilize eight (8) cots, not to exceed a three (3) day period. Any extension beyond the permissible three (3) day period must be approved by HSA's designated personnel.

10. Adhere to the activation announcement date set by the Center on Homelessness to start and end the program;

Contractor Participation:

- Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE).
- Contractor shall participate in HOPE (Housing Our People Effectively) activities
 as mutually agreed upon. HOPE is a ten-year action plan that brings together the
 business, nonprofit, and public sector communities to address the challenging
 issue of homelessness at its core, rather than manage it at the margins.

Exhibit A1

PROGRAM/PROJECT DESCRIPTION

InnVision Shelter Network

Motel Voucher and Shelter Services for Individuals under AB109 FY2012-16

I. Program Goals:

The Goal of this program is to offer temporary housing for individuals eligible under AB109 (Parole Realignment) until they can make longer term housing arrangements or have exhausted the service periods set forth through this Agreement of 14 motel nights and/or 30 shelter nights.

In consideration of the payments set forth in the Section V below, Contractor shall provide the following services under the general direction of the Human Services Agency (HSA) Director or his/her authorized representatives:

II. Motel Voucher Program (MVP) For Individuals Under AB109:

The Contractor will manage and coordinate the Motel Voucher Program for individuals and families eligible under AB109 as follows:

Process for referrals:

- Human Services Agency staff shall screen and assess individuals for eligibility under AB109. Those eligible under AB109 will be referred to InnVision Shelter Network for temporary housing under the Motel Voucher Program.
- 2. InnVision Shelter Network shall determine motel availability and coordinate with HSA staff on which motel to send the participant. The motel voucher may be issued to the participant or directly to the motel at InnVision Shelter Network's discretion.
- 3. InnVision Shelter Network will inform the participant of any motel rules.
- 4. The maximum motel stay is 14 nights under the Motel Voucher Program.
- 5. If temporary housing needs of the participant requires longer than 14 nights, participant may be referred for shelter services.
- 6. InnVision Shelter Network reserves the right of refusal for any referred client.

In addition, the Contractor shall provide the following services:

- 1. Recruitment and retention of participating motels;
- 2. Negotiate the rate of payment for vouchers with participating motels (motels that have agreed to accept vouchers as a guarantee for payment);
- 3. Receive invoices from motels and pay motels upon use of the established voucher;
- 4. Provide case management services to individuals (see services under Shelter Services Section):
- 5. Facilitate the entry to the Maple Street Shelter as appropriate for single adults or Family Shelter as appropriate for individuals with children;
- 6. Provide information about housing resources such as; Section 8 and Moving to Work (MTW) vouchers;
- 7. Establish regular communications with HSA case managers;
- 8. Provide an ongoing list of the individuals and families who are in the MVP to H.S.A.;

- 9. Coordinate plans for individuals and families through communications with H.S.A case worker/benefit analyst; and
- 10. Any other related tasks as agreed upon by the County and Contractor.

III. Shelter Services for Individuals and Families Under AB109:

Contractor will administer and coordinate shelter services as follows:

Process for referrals:

- 1. Participants requiring extended temporary housing beyond the 14 night motel stay limit may be referred to the Maple Street Shelter (individuals) or family shelters (individuals reunified with minors).
- 2. Referrals may also be made by Human Services Agency staff for participants determined eligible under AB109.
- 3. InnVision Shelter Network will check the availability of beds at the Maple Street Shelter or one of the family shelters as appropriate for referral.
- Maximum shelter stay is 30 nights.
- 5. InnVision Shelter Network reserves the right of refusal for any referred client.

In addition, the Contractor shall provide the following services:

- 1. Three (3) beds shall be allocated at the Maple Street Shelter (for single adults) or family shelter (individuals with child(ren); and
- 2. Each participant shall receive three (3) meals per day.
- 3. InnVision Shelter Network shall provide the following case management services:
 - a) Life skill courses as appropriate such as:
 - Financial literacy (three week curriculum)
 - Seeking safety (trauma informed intervention) and
 - Group interventions
 - b) Employment services including:
 - Creating a resume (within first week of entering shelter)
 - Job search assistance
 - Job retention support
 - c) 12 Step- Fellowship Meetings
 - Mental health counseling (staffed by graduate interns)
 Monitored savings program (requires residents to save a minimum of half their
 - e) income)
 - f) Random drug screening by InnVision Shelter Network staff:
 - Individuals who test positive may be provided with the opportunity to engage in outpatient or day treatment programming and stay engaged in InnVision Shelter Network programming, or may be discharged (each case would be individually determined).
 - g) Parenting classes (for participants working to reunify with minor children).
- 4. Any other related tasks as agreed upon by the County and Contractor.

IV. Monitoring Outcomes

The measurable outcomes of success by this AB109 program are to measured as follows:

1. Percent of participants that secure longer term housing

Contractor shall submit a written report of outcomes quarterly to:

Deborah Torres Human Services Agency 2500 Middlefield Road Redwood City, CA 94063

V. Payment Schedule

In consideration of the services set forth in the sections I through IV of this Exhibit A1, County shall pay Contractor per the following payment schedule.

- 1. Motel Vouchers shall be paid off of actual costs incurred based off the rate negotiated by InnVision Shelter Network and each hotel. These costs vary by motel. The average rate is calculated at \$110 per night but actual cost may be slightly below or above this cost. Cost is as authorized between the Contractor and County.
- 2. The fee for service rates for the AB109 Shelter Program shall be \$65 per night at the Maple Street Shelter and \$86 per night at the family shelters. (Allocated beds per night are three (3).
- County shall pay Contractor monthly for actual costs incurred based off of the rates in paragraph 1 for Motel Vouchers and paragraph 2 for Shelter beds upon receipt of itemized invoices indicating motel stays and shelter stays.
- 4. Itemized Invoices, disputes and/or questions for the AB109 program shall be submitted to:

Deborah Torres Human Services Agency 2500 Middlefield Road Redwood City, CA 94063

5. Under no circumstances shall services under AB109 exceed \$192,500 for the term of the agreement.

Exhibit B (rev. [March 29, 2013]) Method and Rate of Payment

InnVision Shelter Network

Motel Voucher, Transitional Housing for Families with Special Need, and Inclement Weather Programs FY 2010-16

I. Payment For Motel Voucher Program For Families for FY 2010- 16:

- A. For the Motel Voucher Program for Families, Contractor will be paid as follows per Fiscal Year:
 - A maximum of \$399,192 (\$378,192 for direct motel expenses, \$19,000 for food and \$2,000 for transportation) as direct reimbursement for actual expenditures of motel vouchers used in the program. Payment will be by submittal and approval of monthly invoices by the Director of HSA or his/her designee showing actual expenses by month. Contractor shall provide the County with monthly financial statements of voucher expenses within seven (7) days of the end of each month. All Invoices shall be followed by Monthly Clients Count Form as it is stated in Exhibit D. Invoices without Monthly Clients Count Form/Report will not be processed. The completed Monthly Clients Count Form will also be available/sent electronically to wgoldberg@smchsa.org and ashirkhani@smchsa.org, at the end of each pay period.
 - Contractor shall receive the amount of \$11,814.25 per month, for the
 operating cost of the program which includes administrative cost of the
 Inclement Weather Motel Voucher Services. In no case shall the
 maximum total amount to be paid for such operating expenses exceed
 \$141,771 per fiscal year
 - Contractor will receive \$45,367 for full time housing case manager and \$28,306 for a .50 FTE SSI/SSDI case manager to help link families in the MVP to housing, services, and benefits.
- B. For the Special Needs Transitional Housing Program, Contractor shall be paid as follows providing that the stipulations in Exhibit D have been met. Contractor shall be paid approximately \$6,965 per month for the three (3) family units utilized for this program. In no case shall the maximum total amount to be paid for this program exceed \$83,578 per fiscal year.
- C. For the Special Needs Transitional Housing Program, Contractor shall be paid as follows providing that the stipulations in Exhibit D have been met. Contractor shall be paid a maximum of \$2,321 per unit each month for up to three (3) fee-for-service family units utilized upon availability for the program. In no case shall the maximum total monthly amount to be paid for Fee-for-Service family units exceed \$6,964.

II. Payment For Inclement Weather Motel Voucher Services for Single Individuals For the FY 2010-2016:

For the Inclement Weather Motel Voucher Services for Single Individuals, Contractor will be paid for the services performed in the Exhibit A section D as follows:

- A maximum of \$50,000 per year as direct reimbursement for the actual expenditures of motel vouchers used for the services on the monthly basis and for the eight (8) cots allocated at the Maple Street Shelter
- Contractor shall provide the County with monthly invoices for voucher expenses for Inclement Weather Program within seven (7) days of the end of each month.
- All invoices shall be followed by a monthly report including; client's information/unduplicated count and number of motel nights and vouchers.

HSA Director may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$748,214.20 as set forth above per Fiscal Year, not to exceed the total amount of \$2,244,642, for the FY 2010-16.

Payment for the following years will be based on availability of funds and approval of this Agreement. County may terminate this Agreement or a portion of the services referred to in revised Exhibit A and A1, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

All payments to Contractor shall be made on a monthly basis provided the reports specified in Exhibit D of this Agreement have been provided by the Contractor to the County in a timely manner. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County shall state the specific nature of its objections to Contractor's work in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party.