

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

THIS SEVENTH 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";

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 8, 2010, the parties entered into an agreement for the purpose of providing the Motel Voucher Program, the Transitional Housing for Families with Special Needs and the Inclement Weather Program (the "Agreement"), for a total Agreement amount of \$2,244,642; and

WHEREAS, on May 7, 2013, the parties executed a First Amendment to the Agreement to extend the term until 2016, add the Motel Voucher Program and Shelter Services for Individuals under the AB109 Parole Realignment Program and utilized three Fee-for-Service units for families involved in Child Welfare Services, for a total Agreement amount of \$5,544,842; and

WHEREAS, on September 17, 2013, the parties executed a Second Amendment to the Agreement to add Emergency Funding for the Hallmark Fire Victims, for a total Agreement amount of \$5,841,842; and

WHEREAS, on March 11, 2014, the parties executed a Third Amendment to the Agreement to add a Cost of Living Adjustment ("COLA"), for a total Agreement amount of \$5,918,664; and

WHEREAS, on February 10, 2015, the parties executed a Fourth Amendment to the Agreement to add the Direct Motel Cost in the amount of \$338,000 for a total Agreement amount of \$6,256,664; and

WHEREAS, on May 27, 2015 the parties executed a Fifth Amendment to the Agreement to add Agency Reserve Funds in the amount of \$220,000 for FY 2014-16, to increase the number of motel rooms per night from 9-10 to 14-15, and correct fiscal errors so that the total amount of the Agreement matched the payment terms, for a total Agreement amount of \$5,947,866; and

WHEREAS, on July 7, 2015, the parties executed a Sixth Amendment to the Agreement to increase the amount of the provisions of AB109 services by \$705,000 over the term of the Agreement for a total AB109 obligation of \$897,500 and a total Agreement amount of \$6,652,866; and

WHEREAS, the parties now wish to further amend the Agreement to add funding for the continuation of the Motel Voucher Program in the amount of \$1,250,000 for a total Agreement amount of \$7,902,866.

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

Exhibit A2—Program/Project Description (Emergency Funding - Hallmark Fire Victim)

Exhibit A3 — Program/Project Description (Direct Motel Cost)

Exhibit A4 — Program/Project Description revised May 2015

Exhibit A5 — Program/Project Description (AB109)

Exhibit A6 — Program/Project Description

Exhibit B4 — Method and Rate of Payment (AB109)

Exhibit B5—Method and Rate of Payment

Exhibit C—Contractor's Declaration Form

Exhibit D—Program Monitoring

Exhibit E—Outcome Based Management (OBM) Initiative

Exhibit F—Fingerprinting Compliance

Exhibit G — Clarity

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" "A1", "A2", "A3",

“A4”, “A5” and “A6”, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit “B5”. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. **This Amendment adds \$1,250,000 for the Motel Voucher program. In no event shall County’s total fiscal obligation under this Agreement exceed Seven Million Nine Hundred Two Thousand Eight Hundred Sixty-Six Dollars (\$7,902,866).**

3. Exhibit A6 – Program/Project Description is added to the Agreement.
4. Exhibit B5 – Method and Rate of Payment is added to the Agreement.
5. **All other terms and conditions of the Agreement between the County and Contractor, and any subsequent amendments thereto, shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

INNVISION SHELTER NETWORK

Contractor's Signature

Date: _____

Exhibit A6
Program/Project Description
InnVision Shelter Network
Motel Voucher Program (MVP),
Transitional Housing for Families With Special Needs,
and Inclement Weather Program
Fiscal Year 2015-2016

In consideration of the payments set forth in Exhibits "B5 revised 12/2015", Contractor will provide the services shown below under the general direction of the Human Services Agency (HSA) Director of Collaborative Community Outcomes or his/her authorized representatives. Exhibit A6 replaces subsequent versions of Exhibit A and Exhibit A3 for the Motel Voucher Program, Transitional Housing for Families with Special Needs and Inclement Weather Programs.

CLIENT SERVICES FOR FAMILIES:

- A. Services for Motel Voucher Program (MVP)** - Contractor will manage and coordinate the Motel Voucher Program by providing the following services:

Receiving referrals through Core Service Agencies and other agencies authorized by HSA's Center on Homelessness;

Recruiting and retaining of participating motels;

Negotiating of the rate of pay for vouchers with participating motels;

Providing vouchers to clients and/or issuing vouchers to participating motels based on available funding;

Completing evaluations and referrals of clients to the participating motels (motels that have agreed to accept vouchers as a guarantee for payment);

Receiving invoices and paying motels upon use of the established voucher;

Providing short term motel stay with access to transitional housing if appropriate to clients meeting HSA's requirements;

Establishing partnerships with local landlords;

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;

Facilitating the entry to transitional housing for eligible families;

Providing access to information regarding resources such as Section 8, Moving to Work, housing voucher programs, rapid rehousing programs, emergency

shelter, transitional shelter, Welfare to Work, and subsidies for move-in to the extent they are available;

Establishing regular communications with Children and Family Services social workers and other HSA staff;

Providing HSA a ongoing list of the families who are in the MVP;

Providing HSA a list of the current nightly cost for each motel in the program to HSA on a monthly basis or as requested by HSA;

Verifying families eligibility for the CalWORKs 16 days Temporary Homeless Assistance (THA) Program through HSA prior to program entry;

Developing plans for families who do not have existing history with HSA in order to connect those families to eligible benefits;

Coordinating plans for the families who have a history with HAS through communication with an HSA case worker/benefit analyst; and

Verifying county residency of families who are requesting motel vouchers because in order to be eligible to receive a motel voucher through the MVP for families, must be residents of San Mateo County for at least 90 days prior to date of request.

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:

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);

Providing transitional housing (6 to 12 months) based on the need of the family and the case plan as established by HSA's Case Manager and Contractor;

Utilizing 6 allocated units (3 Fixed Cost and 3 Fee-For-Services Units) for the families with special needs who are working with County of San Mateo Children and Family Services;

Receiving referrals for the special needs transitional housing program from HSA staff or from the MVP staff;

Providing supportive services appropriate to the needs of the family and in coordination with the case plan, such as licensed childcare, transportation assistance to treatment programs, health services, and supplemental parent education;

Work closely with HSA's Case Managers to ensure regular communications are exchanged about families' progress as well as modifications of case plans and any court orders that may apply;

Participating when necessary in case planning activities with County of San Mateo Children and Families Services Staff and others as identified;

Providing appropriate staff training in order to address the range of supportive services needed by families with special needs; and

Providing housing related services to secure safe and stable housing upon completion of the transitional housing program in accordance with HSA's case plan.

C. Inclement Weather Motel Vouchers and Emergency/Disaster Relief Assistance:

Contractor will administer and coordinate the motel voucher services and emergency/disaster relief by providing the following:

Receiving referrals through Core Service Agencies and other agencies authorized by Human Services Agency's Center on Homelessness;

Calling shelters (Maple Street, Safe Harbor, and Project WeHOPE) for vacancies, and if there are available beds at the shelters, calling the referral source to direct the clients to the appropriate shelter;

Before referring the clients to the motel, verify the client's eligibility and informing the client about the motel rules;

Checking motel room availability with participating motels for referred individuals;

Providing motel vouchers to referred individuals and families during inclement weather;

Receiving invoices and pay motels upon use of established vouchers;

Providing a short term motel stay not to exceed beyond a three day period and securing approval from HSA's designated personnel for any extension beyond such three-day period;

Providing emergency short term shelter stay at InnVision Shelter Network's (IVSN) Maple Street Shelter and utilizing eight (8) cots, not to exceed beyond a three day period and securing approval from HSA's designated personnel for any extension beyond such three (3) day period;

Adhering to the activation announcement date set by HSA to start and end the program; and

If a disaster or emergency situation occurs, support to support Human Services Agency in its provision of case management and shelter/housing support services. The extent of support will be dependent upon the availability of resources in the area and any other urgent matters involving the safety and welfare of the public as deemed necessary by County and/or State emergency management officials.

Contractor Participation:

- Contractor will enter client data in the Homeless Management Information System (Clarity/HMIS).
- Contractor shall participate in HOPE (Housing Our People Effectively) and homeless system redesign activities.
- Contractor will implement program eligibility criteria and process as determined by HSA.

**Exhibit B5 Revised 12/2015
InnVision Shelter Network
Motel Voucher Program (MVP),
Transitional Housing for Families with Special Needs
and Inclement Weather Programs
Payment Schedule**

In consideration of the services provided by Contractor in all Exhibits and Attachments to this Agreement and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms. This Exhibit replaces all other payment exhibits in their entirety.

I. Payment for the Motel Voucher Program For Families

- A.** FY 2010-11 through FY 2013-14 the program allotted a maximum of \$2,763,544 inclusive of direct motel expenses, food, transportation, FTEs, operating costs and one year expenses for the Hallmark Fire as shown in the table below:

	FY 2010-11	FY 2011-12	FY 2012-13	FY2013-14	Totals
Motel Voucher Expense	\$460,865	\$460,865	\$378,192	\$378,192	\$1,678,114
Housing Case Manager (1 FTE)	N/A	N/A	\$45,367	\$45,367	\$90,734
SSI/SSDI Case Manager (.50 FTE)	N/A	N/A	\$28,306	\$28,306	\$56,612
Food	\$14,000	\$14,000	\$19,000	\$19,000	\$66,000
Transportation	\$2,000	\$2,000	\$2,000	\$2,000	\$8,000
Operating Costs (\$11,814.25 per month)	\$141,771	\$141,771	\$141,771	\$141,771	\$567,084
Motel Voucher Expenses for Hallmark Fire	N/A	N/A	N/A	\$273,000	\$273,000
Hallmark Case Manager	N/A	N/A	N/A	\$24,000	\$24,000
Totals	\$618,636	\$618,636	\$614,636	\$911,636	\$2,763,544

- B.** FY 2014-15 the maximum program allotment is \$1,172,636 inclusive of direct motel expenses, food, transportation, FTEs and operating costs as shown in the table below:

	FY 2014-15
Motel Voucher Expense	*\$903,192
Motel Expense Admin Cost 15%	*\$33,000
Housing Case Manager (1 FTE)	\$45,367
SSI/SSDI Case Manager (.50 FTE)	\$28,306
Food	\$19,000
Transportation	\$2,000
Operating Costs (\$11,814.25 per month)	\$141,771
Totals	\$1,172,636

*Includes cost adjustments of \$338,000 and \$220,000.

*15% administrative cost from adjustment \$220,000.

- C.** FY 2015-16 the maximum program allotment is \$1,864,636 inclusive of

direct motel expenses, food, transportation and operating costs as shown in the table below:

	FY 2015-16
Motel Voucher Expense	\$1,628,192
Housing Case Manager (1 FTE)	\$45,367
SSI/SSDI Case Manager (.50 FTE)	\$28,306
Food	\$19,000
Transportation	\$2,000
Operating Costs (\$11,814.25 per month)	\$141,771
Totals	\$1,864,636

D. Motel Voucher Program Invoicing/Reimbursements

- Reimbursement shall be for actual costs incurred from motel vouchers used during the administration of the program. Payment will be by submittal and approval of monthly invoices by the Director of HSA or designee showing actual expenses by month.
- Contractor shall provide County with monthly financial statements of motel expenses within 10 days of the end of each month. All invoices shall be followed by Monthly Client Count Form as described in Exhibit D.
- Invoices not including the Monthly Client Count Form will not be processed.
- The completed form will be sent electronically to stoy-lee@smcgov.org and ashirkahani@smchsa.org at the end of each pay period.
- Operating cost for the Motel Voucher Program includes administrative costs of the Inclement Weather Motel Voucher Services.
- County shall reimburse Contractor for a full time housing case manager and .50 FTE SSI/SSDI Case Manager to help link families in the MVP to housing, services and benefits.

Total Motel Voucher Program Allotment:

The total allotment for the Motel Voucher Program for the term of the agreement shall not exceed \$5,800,816.

Special Needs Transitional Housing Program

FY 2010-11 through FY 2013-14 the program allotted a maximum of

\$334,296 as shown in the table below:

	FY 2010-11	FY 2011-12	FY 2012-13	FY2013-14	Total
Special Needs Transitional Housing	\$83,568 (\$6,964 monthly)	\$83,568 (\$6,964 monthly)	\$83,580 (\$6,965 monthly)	\$83,580 (\$6,965 monthly)	\$334,296

FY 2014-15 through FY 2015-16 the Special Needs Transitional Housing is allotted a maximum of \$83,580 per fiscal year for a total of \$167,160 as shown in the table below:

	FY 2014-15	FY 2015-16	Total
Special Needs Transitional Housing	\$83,580 (\$6,965 monthly)	\$83,580 (\$6,965 monthly)	\$167,160

Special Needs Transitional Housing Program, Contractor shall be paid only if the stipulations in Exhibit D have been met. The monthly cost of \$6,965 shall cover the expense of three (3) family units utilized by this program.

- The total services under the Special Needs Transitional Housing Program shall not exceed \$501,456 for the term of the agreement.

Fee for Service Transitional Housing

Fee for Service Transitional Housing is only valid for FY 2012-13 through FY 2015-16. The allotted maximum per fiscal year for this program is \$83,568 for a total of \$334,272 for FY 2012-13 through FY 2015-16 as shown below.

	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	Total
Fee-for-Service Transitional Housing	\$83,568 (\$6,964 monthly)	\$83,568 (\$6,964 monthly)	\$83,568 (\$6,964 monthly)	\$83,568 (\$6,964 monthly)	\$334,272

Fee for Service Transitional Housing Program, Contractor shall be paid only if the stipulations in Exhibit D have been met. The monthly cost of \$6,964 shall cover the expense of three (3) fee-for-service family units utilized upon availability for the program. Cost per unit is \$2,321.33.

Inclement Weather Program for Single Individuals

FY 2010-11 through FY 2013-14 the Inclement Weather program allotted a maximum of \$192,000 as shown in the table below:

	FY 2010-11	FY 2011-12	FY 2012-13	FY2013-14	Total
Inclement Weather	\$46,000	\$46,000	\$50,000	\$50,000	\$192,000

FY 2014-15 through FY 2015-16 the Inclement Weather program has allotted \$50,000 per fiscal year for a total of \$100,000 as shown below:

	FY 2014-15	FY 2015-16	Total
Inclement Weather	\$50,000	\$50,000	\$100,000

Contractor shall administer the Inclement Weather Program for Single Individuals. Reimbursement for services described in section D of Exhibit A as follows:

- A maximum of \$50,000 for FY 2014-15 and a maximum of \$50,000 for FY 2015-16 as direct reimbursement for the actual expenditure of motel vouchers used on a on a monthly basis. This amount also pays for eight (8) cots that are allocated for program use at the Maple Street Shelter.
- Contractor shall provide County with monthly invoices for vouchers redeemed for the provision of administering services for the Inclement Weather Program within 10 days from the end of each month.
- All invoices shall be followed by a monthly report which shall include: client's information, unduplicated count, number of motel nights and vouchers redeemed.
- The total amount of the Inclement Weather Program for Single Individuals shall not exceed \$292,000 for the term of the agreement.

Cost of Living Adjustment (COLA)

Contractor is entitled to a Cost of Living Increases as shown below. These increases may be invoiced to County 1-12 times during each eligible year. The total COLA for the term of the Agreement is \$76,822.

	FY 2013-14	FY 2014-15	FY 2015-16	Total
Contract COLA	\$15,364	\$30,729	\$30,729	\$76,822

Additional Payment Terms

Cost adjustments of expenditures may be made across years only as approved by County as long as they do not exceed the total of the program obligation or funding terms such as stipulated by grants does not allow the re appropriation of funding other than terms set specifically

by the funding agreement. HSA Director or designee may modify the pay terms of programs described in this agreement.

Right of County to request additional services

County may request additional related services under this agreement and adjust budgets within the programs described within this agreement to accommodate services added as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not prevented by any grant or specific funding agreements.

Availability of Funding

All funding for this agreement shall be based on availability of funds and approval of the agreement. County may terminate this agreement or a portion of the services referred to within the exhibits and attachments of this agreement based upon the availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractors.

Quality of Work

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. County will not be obligated to make a payment of any billing until any and all objections to the adequacy of services rendered or the amount of the billing have been resolved. County shall state the specific nature of its objections to Contractor's services 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 the Agreement shall meet to discuss such objections at the request of either party.

Payment Increments

All payment to Contractor shall be made on a monthly basis provided that all terms and reports required by this agreement have been provided by Contractor to County in a timely manner.

Total Agreement Obligation

The cost for all program services under this agreement including any taxes or fees shall not exceed \$7,902,866 for the term of the agreement as outlined in the budget below, including services for AB109.

Program Budget Overview

Program	Total Program Costs for the life of the Contract
Motel Voucher Program	\$5,800,816
Special Needs Transitional Housing	\$501,456
Fee-For-Service Transitional Housing	\$334,272
Inclement Weather Program	\$292,000
COLAs	\$76,822
AB109	\$897,500
Total Agreement Obligation	\$7,902,866