

FIRST AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

THIS FIRST AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2018, 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 is for various programs that may be referred to as the LifeMoves Multi-Program Agreement; and

WHEREAS, the parties wish to amend the Agreement and increase the total obligation amount by \$251,490 for a new total obligation amount of \$4,754,958 and with no change to term, to maintain program services for all eligible individuals and families.

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

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

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Program/Project Description - Motel Voucher Program for Families and Inclement Weather Program

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 (revised 1/2019)

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 (revised 1/2019), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, 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, A1, A2, D and F, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised 1/2019). 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 FIFTY FOUR THOUSAND AND NINE HUNDRED FIFTY EIGHT DOLLARS** (\$4,754,958). 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 Program for Families and Inclement Weather Program FY 2016-19 item A.1) is hereby amended to read:

1) The Motel Voucher Program for Families serves homeless families with no other means of securing housing and who are in need of housing and supportive services, and may include families receiving CalWORKs 16-day motel voucher from the state-funded Temporary Homeless Assistance Program (THA), following the MVP and Coordinated Entry System policies established by HSA.

5. Exhibit A Program/Project Description Motel Voucher Program for Families and Inclement Weather Program FY 2016-19, item B. Performance Measure target for the Percent of families who exit the MVP for Families Program into emergency shelter or transitional housing is hereby amended to read 88%.

6. Exhibit A2 - Program/Project Description Motel Voucher and Shelter Services for Individuals and Families under Service Connect FY 2016-19 item B. Motel Voucher Services is hereby amended to add the following item to the list of services to be provided by the contractor:

11) If there are any incurred damages to a hotel room by an authorized client of Service Connect, the Contractor will: within 24 hours notify the Service Connect Program Manager of the damage and provide photographs of damage. Contractor will also provide the Service Connect Program Manager with an estimate of repair no later than 5 business days after the reported damage.

7. Exhibit A2 - Program/Project Description Motel Voucher and Shelter Services for Individuals and Families under Service Connect FY 2016-19 item D. Performance Measures number 1 is hereby amended to read:


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

8. **Exhibit B – Method and Rate of Payment (revised 1/2019) replaces the original Exhibit B in its entirety and is attached hereto.**

All other terms and conditions of the agreement dated June 28, 2016 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

	<u>12/6/2018</u>	<u>Bruce Ives, CEO</u>
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 B - Method and Rate of Payment (revised 1/2019)
LifeMoves Motel Voucher, Inclement Weather, Transitional Housing, and Service Connect
Programs

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay contractor based on the following fee schedule and terms.

General Payment Terms

1. Payment rates for services shown in this contract may be adjusted to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation. The County shall have the option to adjust deliverables and funds across the project to ensure the success of overall services.
2. The County may request additional related services under this agreement and adjust program rates for the programs described within this agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.
3. The County may adjust payments to Contractor among fiscal years and between programs and line items, so long as the adjustments do not exceed the total agreement obligation and are not restricted by any grant or specific funding agreements.
4. The County at its discretion may issue COLAs during the term of the agreement. If a COLA is issued, the County will notify Contractor in writing of the exact amount of the COLA. The Contractor shall issue an invoice with back up documentation of expenses.

Program Payment Terms

All program rates are specified below. Rates are subject to change based on the unique services to provide sheltering and transitional housing needs of San Mateo County (SMC). All changes in rates must be approved by the County in writing and must not exceed the total agreement obligation.

A. Motel Voucher Program for Families

All payments to Contractor for the Motel Voucher Program for Families will not exceed a total amount of \$2,933,514 for the term of the Agreement. Contractor shall submit itemized invoice for actual costs incurred by the 20th of each month for services rendered the previous month. Due to fiscal year end close, the invoice for June services is due by July 1st. County shall pay Contractor upon receipt and approval of invoice(s) and required report(s) as described in Exhibit A. The County shall pay the Contractor operational expenses for the Motel Voucher Program an amount not to exceed \$170,000 per year, and an administrative fee of 10%.

Invoices shall be submitted to Lody Saba (LSaba@smcgov.org), or the designated Center on Homelessness contact.

B. Inclement Weather Program

All payments to Contractor for the Inclement Weather Program will not exceed a total amount of \$175,000 for the term of this Agreement. Contractor shall submit itemized invoice for actual costs incurred by the 20th of each month for services rendered the previous month. Due to fiscal year end close, the invoice for June services is due by July 1st. County shall pay Contractor upon receipt and approval of invoice(s) and required report(s) as described in Exhibit A. Contractor shall be paid the actual costs of the motel vouchers used during inclement weather as well as a total of \$250 for each inclement weather activation which will include the use of eight (8) cots that are allocated for Inclement Weather Program use at Maple Street Shelter. The payment will include any activation in which any of the cots are used.

Invoices shall be submitted to Lody Saba (LSaba@smcgov.org), or the designated Center on Homelessness contact.

C. Transitional Housing for Families with Special Needs Program (Transitional Housing Program)

All payments to Contractor for the Transitional Housing for Families with Special Needs Program will not exceed a total amount of \$501,444 for the term of the Agreement. Contractor shall submit itemized invoice for actual costs incurred based on the rates below. Invoices are due by the 20th of each month for services rendered in the previous month. Due to fiscal year end close, the invoice for June services is due by July 5th. Contractor will submit invoices electronically to the Children and Family Services (CFS) Manager (GBeasley@smcgov.org) with a copy to the CFS Administrative Secretary (JTran@smcgov.org). Contractor shall be paid upon receipt and approval of invoice(s) and required report(s) as described in Exhibit A. Invoices shall include detailed itemization of the services provided, including, but not limited to, the name of the client(s) and the type of service received.

Rates for the Transitional Housing Program

- a) Fee-for-Service: The County shall pay Contractor at the rate of \$6,964 per month for three (3) family units utilized by the program under the Fee for Service Transitional Housing Program. Each family unit fee-for-service rate is set at \$2,321.33 per month. Partial months shall be pro-rated at a rate of \$76 per unit per day.
- b) Fixed Rate: The County shall pay Contractor a total fixed rate of \$6,965 per month for three (3) family units to be reserved for utilization by families under the Transitional Housing Program.

D. Service Connect Program

All payments to contractor for the Service Connect Program will not exceed the amount of \$1,145,000 for the term of the Agreement. Contractor shall submit itemized invoice for actual costs incurred based on the rates shown below. Invoices are due by the 20th of each month for services rendered in the previous month. Due to fiscal year end close, the invoice for June services is due by July 5th. County shall pay Contractor upon receipt and approval of invoice and required report as described in Exhibit A. Motel Vouchers shall be paid based on actual costs incurred based on the rate negotiated between the Contractor and hotel. These costs may vary by motel, and the average rate is calculated at \$150 per night. Actual voucher cost is authorized between the Contractor and County.

1. The fee for service rates for the Service Connect Shelter Program shall be \$67 per night at the Maple Street Shelter and \$89 per night at the family shelters. For clients enrolled in transitional programs, at

45 days the Contractor will notify Service connect and receive authorization to extend past 60 days for additional transitional housing services.

2. The administrative cost for providing housing services to Service Connect clients will be 15% of total cost added to each invoice received from Contractor.
3. Contractor shall invoice County based on the rates shown above in paragraphs 1 and 2. Invoice will include a breakdown of the funding category (AB 109, Unified Reentry, Parole, etc.) indicating motel and shelter stays.
4. Itemized invoices, disputes and/or questions for the Service Connect program shall be submitted to:

Amanda Geipe
Human Services Agency, Service Connect
550 Quarry Road
San Carlos, California 94070
AGeipe@smcgov.org