

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

THIS 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, the parties entered into an agreement (the "Agreement") for Contractor to provide County with rapid re-housing services on November 15, 2016, approved by Resolution No. 074892 for the term of November 15, 2016 through June 30, 2018 in an amount not to exceed \$1,500,000; and

WHEREAS, the parties amended the Agreement (the "First Amendment") on June 29, 2018, increasing the total amount of the Agreement to \$3,658,959 and extending the term through June 30, 2019; and

WHEREAS, the parties wish to further amend the Agreement (the "Second Amendment") to add \$1,256,883 in funds for a revised total contract amount not to exceed \$4,915,842 and extend the term by one year for a new term of November 15, 2016 through 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 – Program/Project Description (revised June 2019)
- Exhibit B – Method and Rate of Payments (revised June 2019)
- Exhibit B1 – Budget (revised June 2019)
- Exhibit C – Performance Reporting and Monitoring (revised June 2019)
- Exhibit D – Clarity Human Services System (revised May 2017)
- Attachment P – Personally Identifiable Information Requirements for County, Contractors, Sub Contractors, Vendors and Agents
- Attachment I – Section 504 Compliance

2. 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, in Exhibit A (revised June 2019) and Exhibit C (revised June 2019), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised June 2019) and Exhibit B1 (revised 2019). County reserves the right to withhold payment if County determines that the quantity or quality under this Agreement exceed **FOUR MILLION NINE HUNDRED AND FIFTEEN THOUSAND, EIGHT HUNDRED FORTY TWO DOLLARS** (\$4,915,842). 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. Contractor is not entitled to payment for work not performed as required by the agreement.

Section 4, Payments, of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of the Agreement shall be from November 15, 2016, through June 20, 2020.

Exhibit A (revised June 2018) is replaced with Exhibit A (revised June 2019)

Exhibit B (revised June 2018) is replaced with Exhibit B (revised June 2019)

Exhibit B1 (revised June 2018) is replaced with Exhibit B1 (revised June 2019)

Exhibit C (revised June 2018) is replaced with Exhibit C (revised June 2019)

All other terms and conditions of the Agreement dated November 15, 2016 and amended on June 29, 2018 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: Abode Services

 B3B7DB6911EF417...	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

Abode Services HDAP and Rapid Re-Housing (RRH) Services
FY 2016-20

A. Purpose

Contractor shall provide Rapid Re-Housing services for homeless families with children and homeless adults without children as defined by Category 1 of the Homeless Definition Final Rule of the Department of Housing and Urban Development (HUD) and any updates to the Rule. Households must be San Mateo County residents and services must be provided countywide. Rapid Re-Housing services will involve providing housing location services, temporary financial assistance and temporary case management with the goal of returning people who are experiencing homelessness to permanent housing.

B. Services to be Provided

1. Contractor shall provide Rapid Re-Housing services to the following population:
 - a) Homeless individuals and families as defined by Category 1 of HUD's Homeless Definition Final Rule and any updates to the Rule.
 - b) The Human Services Agency (HSA) may elect to expand the population to include individuals and families who are homeless as defined by other definitions of homelessness (in addition to HUD Category 1). If/when this occurs, HSA will notify Contractor in writing and will work collaboratively with Contractor regarding the implementation plan.
2. Provide Rapid Re-Housing Services in the manner below:
 - a) Program Philosophy and Design – Contractor will fully participate with the broader community of homeless system partners. In addition, Contractor will not screen out households based on criteria such as a minimum income threshold, employment, absence of a criminal history, disability, evidence of “motivation”, income level, substance abuse issues, and/or having a criminal record with exceptions for state-mandated restrictions. Program is centered on a Housing First approach that values the needs of the individual and looks to create specialized housing plans for each participant.
 - b) Referrals Into Program - Contractor will only accept referrals for Rapid Re-Housing services following the Coordinated Entry System (CES) process established by HSA and will provide services only to eligible individuals/households. Participants must be San Mateo County residents at the time of program referral. Participants may choose to search for and move into housing in the County or in other Counties. For program participants who choose to move to other Counties, the Contractor will provide time-limited financial assistance and time-limited case management services. The case management

services will include identifying resources in the participants' new community that can provide ongoing assistance, as necessary. For participants who move out of the County, time limited case management assistance may be provided in person or remotely by phone, Skype, etc.

3. Housing Identification – Contractor will complete the following activities on an ongoing basis:
 - a) Hire and retain staff with the skills and experience necessary to conduct housing identification and location, and to assist participants and landlords in understanding landlord-tenant rights and responsibilities.
 - b) Continually engage in the recruitment and retention of landlord partners, including recruiting landlords with units in the communities and neighborhoods where program participants want to live.
 - c) Negotiate with landlords to help program participants gain access to housing.
 - d) Assist participants in making an informed housing choice, including having discussions with clients about housing options.
 - e) When appropriate and aligned with the participant's housing plan, provide participants with short stays in hotels or motels if no appropriate shelter is available. Hotel or motel stays are temporary and will end if/when shelter or other housing becomes available.
 - f) Ensure that all housing units pass the HUD "Habitability" standards and maintain documentation of each unit's compliance with the habitability standards (as defined here: <https://www.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>).
 - g) Assist participants with understanding landlord-tenant rights and responsibilities and the requirements of their specific lease or rental agreement.

4. Rent and Move-In Assistance – Contractor will complete the following activities on an ongoing basis:
 - a) Provide rent and move-in assistance that is flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to move immediately out of homelessness and to stabilize in permanent housing.
 - b) Provide rent and move-in assistance in a progressive manner, providing only the assistance necessary to stabilize in the individual or family in permanent housing.
 - c) Maintain clear written policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when financial assistance should continue and end. Guidelines are

flexible enough to respond to the varied and changing needs of program participants.

- d) Maintain capacity and procedures to track and issue financial assistance quickly and accurately.
- e) Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding rent and move-in assistance.

5. Rapid Re-Housing Case Management Services – Contractor will complete the following activities on an ongoing basis:

- a) Hire and retain staff with the skills and experience necessary to provide Rapid Re-Housing case management services.
- b) Provide Rapid Re-Housing case management services to help participants obtain and move into permanent housing, support participants to stabilize in housing, and connect participants to community and mainstream services and supports. The case management will reflect the short-term nature of the rapid re-housing assistance.
- c) Case Managers will develop individual service plans, with client participation, covering goals related to housing, job training/placement, budgeting, and stabilization needs. Case Managers are expected to work with clients if they are staying in an emergency shelter, and to work collaboratively with shelter staff to ensure clear roles and responsibilities on case plan and Rapid Re-Housing goals.
- d) While a participant is searching for housing, case managers will assist the participant in obtaining and moving into a new housing unit, including helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
- e) After a participant moves in, Contractor shall provide case management to help participants stabilize in housing, including helping them identify and access supports (such as family and friend networks, mainstream and community services, and employment and income). Contractor will assist in resolving issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while also helping participants develop skills they will use to retain housing once they are no longer in the program.
- f) Maintain clear written policies and defined, objective standards for when case management should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of program participants.

- g) Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding case management.
6. Follow Up Surveys - Contractor will complete the following activities on an ongoing basis:
- a) Complete follow up surveys with former participants at 6, 12 and 18 months after program exit. Survey will include information on participant's current housing situation-
 - i. Housing in same unit as during RRH program or housing in a different unit.
 - ii. Current location (city/county).
 - iii. Whether the participant/household has been homeless at any time since program exit.

Contractor will make reasonable attempts to contact all former participants.

C. Housing and Disability Advocacy Program (HDAP)

The California Department of Social Services (CDSS) recently launched a new Housing and Disability Advocacy Program (HDAP). HDAP is a new program that assists homeless and disabled individuals apply for disability benefit programs while also providing housing assistance. The program aims to increase participation among individuals who may be eligible for disability benefits programs, including the Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP), the federal Social Security Disability Insurance (SSDI) program, the Cash Assistance Program for Immigrants (CAPI), and veteran's benefits. The Housing and Disability Advocacy Program requires that counties provide outreach, case management, disability benefits advocacy and housing assistance to all program participants.

Contractor will also provide HDAP services as follows:

- 1. Eligibility: HDAP-eligible clients are individuals who are currently experiencing homelessness and have a disability but are not currently receiving disability benefits, and who are referred to HDAP via CES.
- 2. Services: For clients referred to HDAP, Contractor will provide rapid re-housing services as described above in Section B Services to Be Provided (although HDAP clients may receive a different subsidy schedule than clients of the general rapid re-housing program). Contractor will also provide the following services to HDAP clients:
 - a) HDAP eligibility review
 - i. Screen and conduct an intake with each referred HDAP client to determine if he or she is eligible for HDAP.

b) Disability Benefit Application Assistance

- i. Contractor shall provide intensive application assistance to each HDAP client to help the client begin receiving disability benefits that he/she is eligible for as quickly as possible. Contractor shall conduct an initial assessment to determine which disability benefits the client may be eligible for and will then assist the client with compiling and completing all steps and application forms including supplemental documents in order to submit the most complete application(s) possible. The initial phase of the eligibility assessment and application assistance will include an interview of the client and collection of additional documents and/or information to develop a complete and comprehensive picture of the individual and his/her disability, including:

1. The person's history and how it impacts his/her current functioning
2. The person's ability to work, such as educational history, employment history,
3. The person's military service history,
4. The person's marital/family relationships,
5. The person's legal history,
6. The person's history of homelessness,
7. The person's physical health, which may include substance use, psychiatric or mental health history and current symptoms.

The application assistance will also include assisting the client with accessing, scheduling and completing appropriate medical evaluations and medical documentation. If the client's application requires additional documents/information or is denied but can be appealed, Contractor will provide assistance to the client in submitting additional documents and completing the appeal process to receive a final determination on the application.

- ii. Contractor will ensure that staff working with HDAP clients are trained and maintain current knowledge on application processes, eligibility criteria, benefits, appeal processes, collecting disability and other documentation, tracking application status, and best practices in submitting comprehensive applications.
- iii. Contractor shall implement and follow SSI/SSDI Outreach, Access, and Recovery (SOAR) program guidelines (<https://www.samhsa.gov/homelessness-programs-resources/grant-programs-services/soar>). The SOAR program is designed to increase

access to SSI/SSDI for eligible adults who are experiencing homelessness and have a disability. Contractor shall ensure that the applicable staff complete the SOAR online course. Contractor shall utilize the SOAR Technical Assistance Center as a resource, as well as other relevant resources.

c) Contractor will be responsible for HDAP reporting as listed in Exhibit C.

d) Contractor shall participate in CDSS HDAP meetings and trainings as requested by HSA and will make modifications to services and reporting as needed, based on revised or new guidance from CDSS and/or HSA.

D. Other Contractor Responsibilities

1. Provide RRH services that are culturally appropriate to the populations served.
2. Contractor will provide its staff with initial training, orientation, ongoing training(s), supervision and support.
3. Provide RRH services that are aligned with the National Alliance to End Homelessness' (NAEH) "Rapid Re-Housing Performance Benchmarks and Program Standards" (<http://endhomelessness.org/wp-content/uploads/2016/02/Performance-Benchmarks-and-Program-Standards.pdf>)
4. Contractor will maintain written program policies procedures for rental assistance, case management services, and screening processes.
5. Provide services that are considered low barrier, meaning that participants 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.
6. Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for clients who are experiencing or have experienced domestic violence.
7. Contractor's RRH case managers will maintain a caseload of 25-40 households.
8. Maintain timely, accurate client records of all clients served. This includes progress notes, client tracking by city/location, client consent forms, and performance measure data in the Clarity/HMIS database (see Exhibit D). All client records will be entered into Clarity.
9. Critical Incident Report – All critical incidents will be reported via email within 24 hours to the HSA, Center on Homelessness: death, homicide, suicide or suicide attempt, and assault (to client or staff)
10. Participate in County Homeless Redesign and the Coordinated Entry System.

11. Accept referrals only from the Coordinated Entry System.
12. Participate in point-in-time counts and surveys.
13. Meet or exceed the target performance measures as outlined under Exhibit C.
14. Use of funds – Contractor will provide a budget summarizing how the funds will be spent

(End of Exhibit A)

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

Abode Services HDAP and Rapid Re-Housing (RRH) Services
 FY 2016-20

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.

A. General Payment Terms:

1. 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.

2. Quality of Work:

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. Should County withhold payment for unacceptable work, County will notify the contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 15 business days to respond to County.

3. Payment Rates:

Payment rates for services shown in this contract are based on the Program Budget below and may be adjusted, including across fiscal years and up to 10% between line items, to meet service goals as agreed upon by both parties and approved by County in writing so long as it does not exceed the total Agreement obligation.

County shall pay Contractor upon receipt and approval of invoices with corresponding performance reports (as listed in Exhibit C).

4. Right of County to Request Additional Services:

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.

B. Program Budget Overview

Contract Budget			
Fiscal Year	Amount for General RRH program	Amount for HDAP	Total
2016-17	\$561,950	\$0	\$561,950

2017-18	\$1,338,050	\$38,684	\$1,376,734
2018-19	\$1,220,275	\$100,000	\$1,320,275
2019-20	\$1,256,883	\$400,000	\$1,656,883
Totals	\$4,377,158	\$538,684	\$4,915,842

C. Invoices

Costs for general rapid re-housing program services (as listed in Exhibit A, Section B “Services To Be Provided”) and HDAP services (as listed in Exhibit A, Section C “Housing and Disability Advocacy Program”) will be tracked and invoiced separately by Contractor. Monthly and quarterly reporting is a requirement of payment. Delays in submission of reports or completed reports will result in delayed payments of invoices to Contractor.

Rapid Re-Housing Program (RRH)

1. Contractor shall invoice County monthly separately from HDAP for actual costs incurred based on operation expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and as shown in the Program Budget Overview and Exhibit B-1.

HDAP Program

1. Contractor shall invoice County monthly separately from RRH for actual costs incurred based on operation expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and as shown in the Program Budget Overview and Exhibit B-1.

Invoice Submission

1. Contractor will submit invoices for each RRH and HDAP with supporting documents for reimbursement by the 20th of month for the prior month. The final invoices for each Fiscal Year will be submitted by June 25th due to year end processing. Invoices will be submitted to:

Brian Eggers, Human Services Management Analyst
 1 Davis Drive, Belmont CA 94002
BEggers@smcgov.org

*Please note that report submission goes to Brian Eggers at BEggers@smcgov.org or the designated HSA employee as shown in Exhibit C.

D. Payments

1. In FY 19-20 there will be an advance payment of \$188,532 on the General RRH budget (15% of FY 19-20 General RRH budget) to ensure provider has enough cash to pay out

rental assistance at the beginning of the contract. This advance will be paid back each month at a rate of \$15,711. This amount will be debited from the monthly invoice.

2. County has fulfilled its total payment obligations for all programs and services for FY 2016-17 and FY 2017-18 and is in the process of paying final invoices for FY 2018-19.
3. For FY 2019-20 County will continue to pay Contractor monthly based off receipt and approval of separate invoices for RRH and HDAP. Payment terms and conditions are subject to receipt of timely and complete reports as show in Exhibit B and C.

E. Total Obligation

In no event shall all taxes, services, and fees for all services and programs described within this Agreement exceed the total amount of the Agreement obligation of FOUR MILLION NINE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED FOURTY TWO DOLLARS (\$4,915,842).

(End of Exhibit B)

Exhibit B (revised June 2019)
Budget

HDAP 2018-2019 & 2019-2020

Class	Description	Staff Name	Salary	Benefits	FTE	Cost- 12 months
Salaries and Wages	Enrollment/ Data Specialist	TBD	50,000.00	14,500.00	0.10	\$6,645
Salaries and Wages	Budget and Planning Associate	TBD	57,000.00	16,530.00	0.10	\$7,573
Salaries and Wages	Housing Specialist	TBD	55,000.00	15,950.00	0.35	\$25,577
Salaries and Wages	SSI Advocate /Service Coordinator	TDB	54,000.00	15,660.00	0.35	\$25,112
Salaries and Wages SubTotals:			216,000.00	62,640.00	0.90	\$64,908
Direct Client Support	ClientHousing - Subsidies/ Security Deposits					\$375,000
Direct Client Support	ClientHousing - Moving Expenses/Emergency Funds/ No Vacancy Loss Funds					\$8,000
Direct Client Support SubTotals:			-	-	-	\$383,000
Program Operations	Staff Development/ Training					\$385
Program Operations	Telephone					\$775
Program Operations	Travel					\$3,978
Program Operations	Office Space/Utilities					\$1,500
Program Operations SubTotals:			-	-	-	\$6,638
Admin- 10% max						\$45,455
Total Program Budget:						\$500,000

Exhibit C (revised June 2019)

Performance Reporting and Monitoring

Abode Services HDAP and Rapid Re-Housing (RRH) Services
FY 2016-20**A. Performance Measures**

<u>Measure</u>	<u>16-17 Targets</u>	<u>17-18 Targets</u>	<u>18-19 Targets</u>	<u>19-20 Targets</u>
<i>General Rapid Re-housing Program (not including HDAP)</i>				
Number of households served	30	35	40	50
Average number of days from referral to program enrollment	10 days	10 days	10 days	15 days
Average number of days from program enrollment to housed (move in)	45 days	40 days	40 days	40 days
Percentage of households served who exit to permanent housing	80%	80%	80%	80%
Percentage of households who return to homelessness within 12 months after exiting to permanent housing	Less than 10%	Less than 10%	Less than 10%	Less than 10%
Percentage of households who return to homelessness within 18 months after exiting to permanent housing	Less than 15%	Less than 15%	Less than 15%	Less than 15%
Average length of stay for households enrolled in program	9 months or less			
Percentage of households who increase income from program enrollment to exit	30%	30%	30%	30%
<i>HDAP measures</i>				
*Cumulative number of clients served in HDAP	Not applicable	3	10	15
*Cumulative number of clients who begin receiving disability benefits while enrolled in HDAP	Not applicable	Not applicable	10	15
Percentage of households served who exit to permanent housing	80%	80%	80%	80%

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.

**Cumulative. For HDAP we are noting that clients already enrolled (from prior FY) in the program July 1 would count towards the performance measure.*

B. Required Reporting

1. Contractor shall submit reports to the Center on Homelessness within 20 days of the end of the designated reporting period. Reports will include:

- a. Monthly reports

- i. Number of households/individuals referred to the program during the month
- ii. Number of households/individuals served (defined by households enrolled in the program) during the month
 1. Number of households and persons who received house search assistance during the month
 2. Number of households and persons who received case management services during the month
- iii. Number of households and individuals who entered housing during the month moved in
 1. Number of households by city

- b. Quarterly reports

- i. Performance measure report (results for performance measures listed in section C.) including data for the most recent quarter and year to date.
- ii. Clarity Annual Performance Report (APR)
- iii. Average number of days from referral to housing
- iv. Average duration of financial assistance and total financial assistance per household
- v. Narrative describing trends, successes, challenges during the month
- vi. Budget projecting subsidy schedule for clients over the entire fiscal year

vii. Information and data on follow up surveys including housing stability and homelessness

c. Annual Reporting

i. Contractor will submit an annual program report within 15 days of the end of each fiscal year. Annual program reports will provide information on the impact the Contractor's Rapid Re-Housing services throughout the entire service year and annual results for each performance measure listed above.

d. 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 of visits, unless there is an urgent programmatic need to expedite the process.

e. Other Reporting Terms

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

f. 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.

g. HDAP reporting

i. Contractor will submit all required HDAP reporting to HSA, including the monthly HDAP Data Collection Sheet, as created by CDSS. The monthly HDAP Data Collection Sheet is due to HSA by the 10th of the month for the previous month.

h. Report Submission

i. All reports and invoices shall be submitted by email to Brian Eggers at BEggers@smcgov.org or the designated HSA employee.

(End of Exhibit C)