

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Samaritan House, 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, on January 25, 2017 the parties entered into a startup agreement ("the Agreement") with Samaritan House to create the Coordinated Entry System ("CES") for the term of January 15, 2017 to June 30, 2019 in the amount of \$100,000; and

WHEREAS, on March 14, 2017, the parties executed an amendment to the Agreement ("First Amendment") to increase the total obligation amount by \$2,100,000 for a new total obligation amount not to exceed \$2,200,000 to support the full scope of CES services for the term of the Agreement; and

WHEREAS, on June 25, 2019, the parties executed another amendment to the Agreement ("Second Amendment") to extend the term by one year for a new term of January 25, 2017 to June 30, 2020 and increased funding by \$895,969 for a new total obligation amount not to exceed \$3,095,969; and

WHEREAS, the parties now wish to further amend the Agreement to increase the term by one year for a new term of January 25, 2017 to June 30, 2021 and add funding in the amount of \$922,848 for a new total obligation amount not to exceed \$4,018,817 for the continued provision of CES services.

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

- 1. Paragraph 1. Exhibits and Attachments of the Agreement is hereby amended as follows:**

Exhibit A (revised 3/2020) – Services

Exhibit B (revised 3/2020) – Method and Rate of Payments

Exhibit C (revised 6/2019) – Project Budget (revised 6/2019)

Exhibit D (revised 3/2020) – Performance Reporting and Monitoring

Attachment I - § 504 Compliance

- 2. Paragraph 3. Payments of the Agreement is hereby 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 and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised 3/2020). 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 EIGHTEEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS (\$4,018,817)**. 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 this Agreement.

- 3. Paragraph 4. Term of the Agreement is hereby amended as follows:**
Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 25, 2017 through June 30, 2021.
- 4. Exhibit A – Services (revised 3/2020) replaces the original Exhibit A in its entirety and is attached hereto.**
- 5. Exhibit B (revised 3/2020) – Method and Rate of Payments replaces Exhibit B (revised 6/2019) in its entirety and is attached hereto.**
- 6. Exhibit D (revised 3/2020) – Performance Reporting and Monitoring replaces Exhibit D (revised 6/2019) in its entirety and is attached hereto.**
- 7. All other terms and conditions of the Agreement dated January 25, 2017 and subsequent amendments between County and Contractor (First Amendment and Second Amendment) shall remain in full force and effect.**

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

For Contractor: SAMARITAN HOUSE

<small>DocuSigned by:</small>  <small>4BF1F1B2DDD34A0...</small>	5/11/2020 10:58 AM PDT	Bart Charlow
<hr/> Contractor Signature	<hr/> Date	<hr/> 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 3/2020) - Services

A. Purpose

Provide services for the Coordinated Entry System (CES): Shelter Diversion and Coordinated Assessment for the San Mateo County Homeless System. Services are for all homeless individuals and households (families with children, adults, and youth). Services will include providing oversight of initial screening of homeless households, providing shelter diversion to households that are found to be homeless or imminently at risk of homelessness, applying a standard assessment tool to all households and placing households into interim housing, and coordinating with the San Mateo County Human Services Agency (HSA) matching and referral process for housing interventions. The overall goal of CES and diversion is to reach functional zero by creating a coordinated system focused on housing crisis resolution, including preventing homelessness whenever possible including through diversion, as well as a consistent standardized process for accessing homeless services.

B. Services to be Provided

Provide Coordinated Entry Services and diversion services to the following population:

Homeless individuals and households who are residents of the County of San Mateo (families with children, adults, and youth). Participants will be San Mateo County residents at the time of program referral. Households receiving shelter diversion services may receive assistance to relocate outside of San Mateo County. For program participants who choose to be diverted to other Counties, the program may provide limited assistance to facilitate the relocation. Services must be provided county-wide basis to ensure that services are available to San Mateo County residents no matter what area of the County they reside. Contractor will provide Coordinated Entry Services in the manner below:

Tentative Timelines for Implementation - At this time, it is anticipated that the CES will first be implemented for homeless families (including those who are domestic violence survivors), then single adults, veterans, and youth/transition age youth. The implementation phases may be modified. Contractor will stagger its program implementation for these populations according to the County's implementation progress for these populations.

The tentative implementation timeline and activities for the CES are as follows.

- FY 16-17: Program Development Start-up Activities and Implement CES for Families
 - San Mateo County Human Services Agency (HSA), in collaboration with contractor, other partners and technical assistance provider,

- will finalize screening tool, create and finalize standard assessment prioritization tool
- Contractor will develop procedures, policies, tools and guidelines for the new CES, including Shelter Diversion, Coordinated Assessment, and Shelter Placement, in collaboration with HSA, screening agencies, shelter providers, and housing intervention providers
- Contractor will receive Shelter Diversion: Train the Trainer training; contractor will develop and deliver local training for CES staff (contractor staff who are working directly in CES/diversion) and for applicable partners including the Core Service Agencies
- Contractor will develop communication tools and conduct information sharing to applicable community groups regarding the new CES to ensure that the community is aware of access points for services
- Implement CES for Families and Domestic Violence Survivors
- FY 17-18: Implement CES for Youth/Transition Age Youth, Single Adults, and Veterans
- FY 18-21: Continue CES Implementation for all populations

It is estimated that the CES will serve 148 families in FY 16-17, and will serve 600 families and 1,400 individuals per fiscal year in FY 17-18, FY 18-19in, FY 19-20 and FY 20-21.

Program Oversight Structure

- Contractor will work with HSA to identify the implementing partners and create the change required for seamless system implementation.
- Contractor will create a plan for outreach and communication of the new system.
- Contractor will also work with all community stakeholders to ensure a seamless system for accessing homeless services.
- Contractor will develop MOUs with collaborating system partners working to achieve program outcomes for items such as referrals and on-site hosting or co-location.
- Contractor will serve as the administrative and fiscal oversight body with sub-contractor agreements.

Program Philosophy and Design – Contractor, in partnership with HSA, will collaborate closely with the broader homeless and safety net system. In addition, Contractor will not screen out households based on criteria such as a minimum income threshold, employment, criminal history, disability, evidence of “motivation”, etc. Program is centered on a Housing First approach that values the needs of the individual.

The basic structure of CES in the County has been determined by HSA, in collaboration with the contractor and other homeless and safety net partners. The details of each step of the CES process will continue to be determined by HSA, in collaboration with the Contractor and other homeless and safety net partners;

the contractor will work closely with HSA to implement services consistent with the structure of CES as it evolves through the implementation process. Contractor, with support from HSA, will ensure services are consistent with CES guidance from HUD as issued and updated.

Oversight of Initial Screening – Contractor will work closely with the Core Service Agencies, CORA, homeless outreach teams, and any other entry points identified by HSA who will conduct screening of all households seeking homeless or housing assistance prior to receiving shelter diversion services. Contractor will work with HSA to develop the screening tool and any future revisions of the screening tool. Contractor will ensure that screening providers direct those who are not homeless or at risk of homelessness to other resources; contractor will work with all agencies that conduct the initial screening on quality assurance and consistency of screening process and contractor will work with screening agencies to provide technical assistance, training and/or problem solving when challenges arise.

Shelter Diversion – Contractor will provide Shelter Diversion as a conflict resolution approach to keep people housed and to prevent those who are at-risk of homeless from becoming homeless and entering the homeless shelter system. Services will include light-touch services such as providing referrals and service information and limited financial assistance to help people explore other possible options for maintaining and/or securing housing. Shelter Diversion services will be provided to all clients who have been screened by the Core Service Agencies or other screening provider designated by HSA and found to be homeless or imminently at risk of homelessness. CES staff will empower households to identify safe and appropriate housing options and assist them in avoiding shelter and returning quickly to permanent housing. If necessary, Contractor will provide flexible funding assistance in order to allow creative solutions that may assist the household in obtaining housing and eliminating the needs for shelter or other homeless housing resources.

Diversion services include meeting with the household to brainstorm and explore possibly non-traditional options, mediation and/or dispute resolution with previous landlords, family or friends, referrals to community resources to address the housing barriers. Diversion may also include limited financial assistance if the financial assistance can address the barriers to maintaining or securing a housing option.

In addition:

- Contractor will receive County sponsored train-the-trainer training from a vendor for the Contractor to build internal capacity for ongoing Shelter Diversion training for all CES staff
- Contractor will monitor consistency of services being provided county-wide
- Contractor will develop protocols, policies procedures, as well as tools to promote high quality consistent services such as scripts
- CES staff providing Shelter Diversion must be accessible by homeless households county-wide, and during normal business hours, five days a week, either in person or by phone or other methods (video chat, etc.).

- Contractor will develop policies and procedures for utilizing flexible funding for Shelter Diversion. Funds available via diversion will not duplicate any resources already available to households.
 - Whenever possible, existing financial assistance available through the Core Service Agencies and other community resources should be used as the first resource, before utilizing flexible funding under this contract. This should be coordinated at the time of service by the CES staff, without disruption to the client or flow of services.
 - Eligible financial assistance may include the following: food card; landlord fees; including credit check payment assistance, application fees, holding fees, and other administrative fees; moving cost assistance, including the cost of necessary short-term storage; emergency short-term rental assistance; security deposit; transportation assistance; utility bill payment assistance; and other items/costs that assist a household with returning to a housed situation.

Assessment and Shelter Placement – Contractor will complete a standardized assessment with all households who have received Shelter Diversion and who cannot be diverted (or who are temporarily diverted,) following the CES structure determined by HSA). Contractor will also place households into emergency shelter/ interim housing. As frequently as possible, the CES staff that provides Shelter Diversion to a household will also be the same staff that conducts the standardized assessment as well as the placement into emergency shelter or interim housing for the household in order to minimize the need for clients to repeat information about their circumstances repeatedly. CES Staff will utilize the assessment tool to prioritize households when emergency shelter/interim housing capacity is limited.

In addition:

- All assessments will be entered into the San Mateo County Clarity Homeless Management Information System (HMIS). Referrals/Placements into emergency shelter/interim housing will also be entered into the San Mateo County Clarity HMIS system.
- Contractor will provide training on the standardized assessment tool to all staff who will be administering the assessment. The specific assessment tool will be determined by HSA.
- Contractor will work with all emergency shelter/interim housing providers to ensure the placement of households into their programs.
- Contractor will develop and maintain policies and procedures for use of the standardized assessment tool and shelter placement in close collaboration with HSA and shelter providers.
- Contractor will work with all agencies that receive shelter referrals and will collaboratively work with them and HSA to refine and problem solve regarding the referral policies and procedures as needed.

Coordination with HSA Matching and Referral – Contractor will work closely with HSA to match households with available housing interventions based on the

household's preference and prioritization determined through the standardized assessment tool. HSA will maintain a "Priority Pool" in the San Mateo County Clarity HMIS system based on the score in the standardized assessment tool. HSA will also manage the inventory of housing interventions. Contractor will work with HSA to develop criteria and guidelines to match households within the capacity of the available community housing interventions.

Community awareness and communication to stakeholders

Contractor will ensure that access points into the homeless system are well understood by stakeholders and the community. In close collaboration with HSA, Contractor will develop a communication plan to inform community providers and the public about how to access homeless services through CES as well as how to access safety net services in the community.

Contractor will conduct outreach and education regarding CES and the process to access safety net and homeless services. This education will include presentations to stakeholders, printed materials, and information online.

Quality Assurance and Continuous Quality Improvement

Contractor will conduct quality assurance and continuous quality improvement including ongoing training, coaching, and reviewing services, and data to ensure quality of services, consistency of services and adherence to policies and procedures.

Contractor will conduct ongoing reviews of services and documentation of services (file reviews).

Contractor will implement systemic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

Contractor will maintain all policies, procedures and tools for staff and ensure that they are updated to be in alignment with current HUD guidance as appropriate, CES best practices, and the County's CES structure as determined by HSA.

C. Other Contractor Responsibilities

- Provide services that are culturally appropriate to the populations served.
- Develop a CES implementation timeline in collaboration with HSA.
- Plan alongside HSA for how the CES will integrate with the work of the Vets@Home Initiative (assessment and access to homeless resources for veterans including Veterans Affairs Supportive Housing (VASH) and Supportive Services for Veteran Families (SSVF).
- Maintain current agency information in 211 and SMC-Connect.

- Contractor will hire, train and supervise CES staff, including a CES program manager, Compliance Coordinator and CES specialists. Staff will be provided with initial training and orientation and ongoing training, supervision, evaluation and support.
- 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.
- Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate diversion, housing or shelter plans for clients who are experiencing or have experienced domestic violence.
- Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database (see Exhibit D). All client records will be entered into Clarity. Data entry will be entered during or as soon as possible after the services, with a goal to enter all data on the same day as the service was provided. Under all circumstances, data entry will be completed within 4 business days of the service provision.
- Critical Incident Report – All critical incidents will be reported via email within 24 hours to the HSA, Center on Homelessness staff: death, homicide, suicide or suicide attempt, and assault (to client or staff)
- Provide the County a schedule of operations and will provide a coverage plan for services during any time that the Contractor will not be open for services during regular business hours (i.e. staff training, holidays observed by the Contractor that are not County holidays). If the Contractor plans to change the hours of operation, the Contractor will submit a plan for the hours of change for consideration to the County. Operating hours are Monday – Friday; 8am – 5pm excluding holidays and training days.
- Participate in County Homeless Redesign and the Coordinated Entry System.
- Participate in point-in-time counts and surveys.
- Use of funds – Contractor will provide a budget summarizing how the funds will be spent. Contractor will need approval from HSA for any budget change-requests.
- Develop and maintain policies and protocols of eligible financial assistance items (with collaboration from HSA) that can be used under Shelter Diversion flex funding.

Exhibit B (revised 3/2020) - Method and Rate of Payments

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

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.

Quality of Work:

In addition, the County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If the County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement and plan to confirm what steps will be taken to correct performance.

Payment Rates:

Payment rates for services shown in this contract may be adjusted, including across fiscal years, 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.

Right of County to Request Additional Services:

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.

Method and Rate of Payments

Contractor shall invoice HSA monthly. Contractor shall submit invoice, supporting documentation and all required reporting by the 20th of the month for the prior month for operation expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A (revised 3/2020) and the budget submitted to HSA by the Contractor. Contractor will supply supporting documents for reimbursement by the 20th of month for the prior month. The final invoice for each Fiscal Year will be submitted by June 30th due to year end processing.

Program Budget Overview

Program Budget	
Fiscal year	Amount
2016-17	\$475,755
2017-18	\$854,372
2018-19	\$869,873
2019-20	\$895,969
2020-21	\$922,848
Totals	\$4,018,817

Exhibit D (revised 3/2020) - Performance Reporting and Monitoring

Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor. Contractor will meet the following measures and reporting requirements:

Performance Measures

<u>Performance Measures FY 2016-21</u>					
<u>Measure</u>	<u>16-17 Target</u>	<u>17-18 Target</u>	<u>18-19 Target</u>	<u>19-20 Target</u>	<u>20-21 Target</u>
<u>Assessment</u>					
Percentage of households who receive an initial screening for homeless assistance and are referred for Shelter Diversion who receive diversion services on the same day	95%	95%	95%	95%	95%
Data quality for clients served via CES - Percentage of null/missing and don't know/refused values in Clarity (First name, last name, date of birth, race, ethnicity, gender, veteran status, disabling condition)	Less than 10% for each data element	Less than 7% for each data element	Less than 7% for each data element	Less than 7% for each data element	Less than 7% for each data element
<u>Shelter Diversion and Placement Services</u>					
Percentage of all households served with Shelter Diversion who are successfully diverted from homelessness on the day household requested homeless assistance	Family – 30% Individual – N/A	Family – 40% Individual – 30%	Family – 40% Individual – 30%	Family – 25% Individual – 15%	Family – 25% Individual – 15%

Percentage of all households served with Shelter Diversion who do not enter shelter within 30 days of when the client first requested homeless assistance	Family – 30% Individual – N/A	Family – 30% Individual – 20%	Family – 30% Individual – 20%	Family – 20% Individual – 12%	Family – 20% Individual – 12%
Percentage of all households served with Shelter Diversion who do not enter shelter within six months of when the client first requested homeless assistance	Family – 20% Individual – N/A	Family – 20% Individual – 15%	Family – 20% Individual – 15%	Family – 17% Individual – 10%	Family – 17% Individual – 10%
Percentage of shelter beds available that day are filled by CES on a daily basis	90%	90%	90%	90%	90%

- Submit reports to HSA within 20 days of the end of the designated reporting period. Reports will include the following:
 - Monthly reports
 - i. Invoices with supporting documentation
 - ii. Number of households served during the month
 1. Number of families
 2. Number of single adults
 3. Number of Veterans
 4. Number of Domestic Violence Survivors
 5. Number of Youth/Transition Age Youth
 - Quarterly reports
 - iii. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
 - iv. Clarity Annual Performance Report (APR)
 - v. Report on type of financial assistance and total financial assistance per household, including average amount of financial assistance per household
 - vi. Narrative describing trends, successes, challenges during the reporting period

- Contractor will provide a brief paragraph about this Measure K-funded initiative and its goals, to be used for press releases, Measure K dashboard and other public documents to highlight the purpose and impact of the program.
- Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that CES services had throughout the entire service year and annual results for each performance measure.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will agree to and 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 arise. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
- Contractor will participate in CES program evaluations and other analysis of the homeless system conducted by HSA.
- 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.
- County shall have the option to modify performance measures, goals, and targets by written notice. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.
- County has the option to request additional reports or data.
- All reports shall be submitted by email to Brian Eggers at BEggers@smcgov.org.