# THIRD AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

	THIS AM	ENDMEN	Γ TO THE AGR	EEMENT, en	tered into this	day of
		_, 20	, by and betweer	the COUNTY	Y OF SAN MATEO	, hereinafter
called "	'County," a	and LifeMo	ves, hereinafter	called "Contra	ctor";	

#### <u>W I T N E S S E T H</u>:

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 (the "Agreement") for the purpose of operating their homeless shelter on June 27, 2017 in a total amount not to exceed \$1,781,152 for the term of July 1, 2017 through June 30, 2020; and

WHEREAS, on June 26, 2018, the parties amended the Agreement to add \$1,024,086 to cover the operational costs of the Maple Street facility expansion that added 36 shelter beds and to offset the loss of part of U.S. Department of Housing and Urban Development (HUD) grant that supported the First Step for Families Shelter, for a total revised obligation of \$2,805,238; and

WHEREAS, on June 14, 2019, the parties amended the Agreement to add \$950,444 to fund an additional 30 beds at the Maple Modular adult shelter and offset the losses of the remaining portion of the HUD grant that supported the First Step for Families Shelter; and

WHEREAS, the parties wish to amend the Agreement to replace certain current exhibits, add funds in the amount of \$4,208,657.20 for a revised total of \$8,011,059.20 and extend the term of the Agreement through June 30, 2022.

### 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:

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

Exhibit A (rev. 2020) – Program/Project Description

Exhibit B (rev. 2020) – Method and Rate of Payment

Exhibit C (rev. 2020) – Performance Reporting and Monitoring

Exhibit D – Clarity Human Services System (Revised 2018)

Exhibit E – Child Abuse Prevention and Reporting

Exhibit F – Fingerprinting Certification

Attachment I − § 504 Compliance

Attachment P – Personally Identifiable Information for County Contractors,

Subcontractors, Vendors and Agents

**2.** Section 2. Services to be Performed by Contractor of the Agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 2020), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (rev. 2020), Exhibit C (rev. 2020), Exhibit D (Revised June 2018), Exhibit E and P.

**3.** Section 3. <u>Payments</u> 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 and in Exhibit A (rev. 2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (rev. 2020). County reserved 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 EIGHT MILLION, ELEVEN THOUSAND, FIFTY NINE DOLLARS AND TWENTY CENTS (\$8,011,059.20). 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.

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2022.

- **5.** Exhibit A (revised June 2018) is replaced with Revised Exhibit A, (rev. 2020) in its entirety and is attached hereto.
- **6.** Exhibit B (revised June 2018) is replaced with Revised Exhibit B, (rev. 2020) in its entirety and is attached hereto.
- **7.** Exhibit C (revised June 2018) is replaced with Revised Exhibit C, (rev. 2020) in its entirety and is attached hereto.
- 8. All other terms and conditions of the Agreement dated June 27, 2017, subsequently amended on June 26, 2018 and June 14, 2019, between the County and Contractor shall remain in full force and effect.

For Contractor: LifeMoves DocuSigned by: 5/28/2020 | 4:17 PM PDT Craig Garber Contractor Name (please print) **Contractor Signature** Date **COUNTY OF SAN MATEO** By: President, Board of Supervisors, San Mateo County Date: ATTEST: By:

In witness of and in agreement with this Third Amendment to the Agreement's terms, the

parties, by their duly authorized representatives, affix their respective signatures:

Clerk of Said Board

#### Exhibit A (rev. 2020)

Program/Project Description LifeMoves Homeless Shelter Operations

#### A. Purpose

The purpose of this Agreement between County and Contractor is to provide homeless shelter services, including specific program components of: housing-focused case management and service linkage; a safe, decent environment for residents to stay until they find permanent housing and inclement weather beds during the San Mateo County Inclement Weather Program activations.

Homeless shelters, both emergency shelter and transitional housing programs, are short-term interventions designed to act as a safety net for households who are unsheltered or who are in the midst of a housing crisis and have no alternative housing options. Homeless shelter services provide an entry point into stabilization services and move households towards permanent housing as quickly as possible. Individuals and families who enter a homeless shelter receive immediate short-term case management to address and resolve current crises, as well as case management focused on addressing barriers that prevent households from re-entering housing. Shelter stays are generally short term (1 month) or medium term (2-4 months), but the stays vary by client/household.

#### B. Services to be Provided

#### 1) Target Population

The target population for homeless shelter services are homeless persons who are unsheltered (living outdoors, in vehicles, or other places not meant for human habitation), as well as those who are experiencing a housing crisis and have no alternative housing options after having been assessed and referred from the Coordinated Entry System (CES). This includes homeless households of all types, including adults, youth, and families with children. This includes persons with disabilities, little to no income, evictions, criminal convictions, alcohol or substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing.

Contractor must accept referrals following the process established by County, including participation in and receiving referrals only from County's CES.

The specific population to be served under this agreement are homeless individuals and households as defined by Category 1, 2, and 4 of the Department of Housing and Urban Development's (HUD) Homeless Definition Final Rule, current and inclusive of any updates during the term of this agreement. Households will be identified and referred to the homeless shelter programs through County's CES.

- I. <u>Category 1:</u> Literally Homeless includes an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
  - a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
  - b. Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and

- hotels/motels paid for by charitable organizations or by federal, state, and local government programs); or
- c. Is exiting an institution where (s)he has resided for 90 days or less <u>and</u> who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
- II. <u>Category 2:</u> Imminent Risk of Homelessness includes an individual or family, who will imminently lose their primary nighttime residence, provided that:
  - a. Residence will be lost within 14 days of the date application for homeless assistance;
  - b. No subsequent residence has been identified; and
  - c. The individual or family lacks the resources or support networks needed to obtain other permanent housing.
    - i. Note: CES will work with each household to identify alternate housing situations, rather than the household entering homelessness.
    - ii. Households in Category 2 will only be eligible for shelter services after receiving CES/Diversion services and CES determining that the household needs shelter and there is no appropriate alternative housing resource.
- III. <u>Category 4:</u> Fleeing/Attempting to flee domestic violence includes any individual or family who:
  - a. Is fleeing, or is attempting to flee, domestic violence;
  - b. Has no other residence; and
  - c. Lacks the resources or support networks to obtain other permanent housing

#### San Mateo County Residency

Program participants will be San Mateo County residents at the time of program enrollment. Case management and housing plans may include strategies for out-of- county permanent housing solutions; however, if a household chooses to move out of the County, services under this proposal would cease and Contractor would identify resources in the community to which the client moves so the client could continue to receive services in his/her new location.

#### 2) Program Philosophy and Design

Contractor will develop, document, and update program policies and procedures to maintain that homeless shelter program(s):

- a. Focus on serving the households determined to need shelter at the time of assessment through the Coordinated Entry System. This entails serving households who are unsheltered or are at imminent risk of being unsheltered, who cannot otherwise be diverted from shelter entry.
- b. Accept clients who are referred via the Coordinated Entry System.
- c. Assess clients for the sole purpose of informing client's housing-focused case plan and determining immediate needs. Service needs or other types of assessments are not be used to make eligibility and admission decisions.
- d. Employ Housing First principles and seek to reduce requirements that act as barriers to shelter services. Contractor does not deny admission based on conditions of: sobriety and/or an expressed commitment to becoming sober, participation in supportive services or other programming, proof of employment or citizenship, ability to pay, etc.
- e. Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, and emergency response protocol, and Housing First

principles.

- f. Train all staff in cultural competence and sensitivity.
- g. Maintain written documentation of policies and procedures and update the documents as necessary.
- h. Operate in compliance with HUD's Equal Access to Housing Final Rule, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.
- i. Record data for all clients served in the San Mateo County Clarity Homeless Management Information System (HMIS).
  - a. Shelter program(s) will obtain and record information of every client who stays in the shelter. Client information, including universal data elements and program-specific data elements, will be accurate, complete, and current.
  - b. Programs will train staff on HMIS data collection and entry.
- j. Programs will continuously monitor data quality and review data/outcomes and utilize for continuous quality improvement.

#### 3) Program Components

#### a) Process by which client's access/are referred into shelters:

Contractor will only accept clients who have been referred via the CES established by HSA. The only exception to this is if the shelter has received approval from HSA for a modified referral process for a specific number of beds as listed below or as updated by HSA in writing.

#### b) Contracted Shelter Beds/Units

Contractor shall provide 141 Emergency homeless shelter beds through the adult shelter and 87 homeless family units through various family shelter programs.

#### I. Adult Shelter: Maple Street

- (1) Contractor will provide 141 Emergency Shelter beds to homeless individuals.
- (2) 37 of the Emergency Shelter beds will be reserved for certain funders and populations listed below (Maple Street Restricted Bed Table)
- (3) The remaining 104 Maple Street shelter beds are not reserved for any funder or specific population and are only available for homeless individuals in San Mateo County to be referred by CES (this includes the 36 beds added at Maple Street Shelter as part of the 2018 Maple Street Shelter expansion).
- (4) Contractor is authorized to utilize a separate referral process for the restricted beds/contracted out beds as listed in the Maple Street Restricted Bed Table.

Maple Street Restricted Bed Table

Number of Beds	Type of Beds- Emergency Shelter (ES) or Transitional shelter (TH)	Funder	Population
Up to 19	ES	VA/HCHV*	Homeless veterans

Up to 1	ES	MHA/Edgewood	Homeless individuals with mental health needs
Up to 5	ES	San Mateo Medical Center	Homeless individuals with medical needs
Up to 5	ES	County of San Mateo Health System- Behavioral Health and Recovery Services (BHRS)	Homeless individuals with mental health needs
Up to 2	ES	County of San Mateo Health System- Behavioral Health and Recovery Services (BHRS) (CAMI program - Court Alternatives for the Mentally III)	Homeless individuals who are exiting from County jail
Up to 5	ES	County of San Mateo Human Services Agency –Service Connect	Homeless individuals who are receiving services from Service Connect

(5) \*Due to the structure of LifeMoves' VA contract for HCHV beds, there may be a slight variation in the number of beds being utilized as HCHV beds at a given point in time, but the average number of beds utilized as HCHV beds will not exceed 19 for the contract year, with utilization to be monitored monthly.

#### **II.** Family Shelter Programs

- (1) Contractor will provide 87 homeless family units under this Agreement.
- (2) 72 of these family units will be General Units and the remaining 15 will be Restricted or Contracted Units as described in the Family Shelters Units Table below. General units are units that are not reserved for any funder or specific population and are available only for homeless families in San Mateo County referred by CES.
- (3) The 72 general family shelter units are not reserved for any funder or specific population and are available for homeless/family in San Mateo County to be referred only by CES

Family Shelters Units Table

Family	Total	Type of Units (TH transitional	Contractor is authorized referral process for the beds/contracted out		e following restricted	
Shelter	Units	housing or ES emergency shelter)	Units*	Number of Restricted/Contracted Units	Funder	Population
First Step for Families	39	24 short term ES, 15 mid term ES	39	0	Not Applicable (N/A)	N/A
Family Crossroads	15	TH	15	0	Not Applicable (N/A)	N/A
Haven Family House	23	ТН	14	Up to 9*	VA (HCHV)	Homeless families with at least one household member who is a veteran
Redwood Family House	10	ТН	10	0	N/A	N/A
				Up to 6  (note: these 6 units are floating and may be units at any of the family programs listed in this table)	HSA Children and Family Services	Homeless families with special needs being served by Children and Family
Total	87		72	Up to 15		Services

(4) \*Due to the structure of LifeMoves' VA contract for HCHV beds, there may be a slight variation in the number of units being utilized as HCHV units at a given point in time, but the average number of units utilized as HCHV units during a contract year will not exceed 9 at Haven Family House, with utilization to be monitored monthly

#### (4) Inclement Weather Program

<u>Inclement Weather</u> - The Inclement Weather Program supports homeless individuals during periods of cold and inclement weather. Contractor provides the following Inclement Weather Program services.

I. Cots at Maple Street Shelter – Maple Street provides emergency short term shelter stay via eight (8) overflow cots during the days that HSA activates the inclement weather program

In addition, the Inclement Weather Program will:

- 1. Adhere to the policies and procedures set by HSA. HSA will notify the Contractor of the policies and procedures, and any revisions thereto, via written communication;
- 2. Receive referrals via the process established by HSA. HSA will notify the Contractor of the referral process, and any revisions thereto, via written communication;
- 3. Adhere to the activation announcement dates set by HSA;
- 4. Coordinate with the Diversion/Coordinated Entry System provider and shelters (Maple Street, Safe Harbor, and Project WeHOPE) to see if there are any available vacancies. If there are available beds at the shelters, direct the clients to the appropriate shelter;
- 5. Provide motel stays for referred eligible clients following the established policies when there is no shelter capacity;
- 6. If a disaster or emergency situation occurs, HSA may request Contractor to provide case management and shelter services through the Inclement Weather Program. Any request for these services will be issued in writing by HSA. Contractor is not to provide these services unless requested in writing by HSA. The written request will include details about the clients to be served, services to be provided, eligibility criteria, and reporting.

For all shelter programs: With the CES and other aspects of County's strategic plan, County is moving towards shorter-term stays at all shelter programs. Emergency Shelter beds and Transitional Shelter beds both fulfill the role of interim housing, which is short-term shelter programs where people are assisted with connecting to permanent housing as quickly as possible. If Contractor is interested in changing the classification of some or all of the Transitional Shelter beds to Emergency Shelter beds, Contractor may discuss with HSA and HSA may approve and modify the number of Emergency Shelter and Transitional Shelter beds to increase the community's Emergency Shelter capacity.

#### (5) Housing-Focused Case Management and Service Linkage

- a. Contractor shall provide housing-focused case management and service linkage to all clients in the shelter program(s). Shelter case managers will respond to clients' immediate and short-term service needs, complete an initial housing needs assessment, and develop a housing-focused case plan to secure housing. Case managers will work to identify and build upon clients' strengths. Additionally, case management will provide linkage to appropriate services and supports, as well as continued monitoring and follow- up regarding client progress and ongoing needs. The goal of the housing-focused case management is to help clients locate and move to a permanent housing situation as quickly as possible; permanent housing includes market housing, senior housing, affordable housing, shared housing situations, moving in with a relative or friend, obtaining housing with a voucher or subsidy, or any housing situation that is not time- limited.
- **b.** Under this program component, Contractor shall:
  - 1. Offer housing-focused case management to all clients, not only clients who are there

- for longer stays or clients in certain parts of the shelter program(s).
- 2. Employ a person-centered, strengths-based approach that tailors case management to each client/household. Case management is individualized to each client or household; case managers actively work to identify the unique needs and goals of each client.
- 3. Implement Housing First principles, focusing on addressing clients' housing needs and goals.
- 4. Ensure case management participation is not mandatory. Case managers will engage with and develop a rapport with each client and offer assistance that is relevant and useful to addressing the goals and needs the client has identified to reach the goal of re-entering permanent housing as quickly as possible.
- 5. Employ harm-reduction and trauma-informed care to tailor services to clients' needs.
- 6. Work collaboratively with any other programs/staff that are providing services to the client while in shelter (e.g. a rapid re-housing program case manager). Shelter case managers will work to ensure a smooth transition and continuity of care with a client's new or additional case manager.
- 7. Ensure shelter(s) policies and procedures employ involuntary exits as an absolute last resort strategy. Instead, case managers should support clients to manage conflict and/or any other problems that may be presented during their shelter stay.

#### (6) Shelter Facility – Health, Safety, and Disability Accommodations

Contractor is responsible for upholding standards and following protocol to ensure shelter program's client and staff health and safety. Contractor shall provide proper procedures and appropriate training on a range of safety measures are in place to ensure shelter residents and staff are afforded a high level of safety and security while onsite. Contractor works to create and maintain an environment where the safety of clients, staff, and volunteers are prioritized at all times.

#### Under this program component, Contractor shall:

- 1. Provide a safe living space for residents.
- 2. Adhere to all applicable local, state, and federal safety and health guidelines and maintain agency policies and training to address safe food handling, injury and burn prevention, sanitation and hygiene, client health management, and staff health management.
- 3. Train staff on health and safety measures to effectively promote a desirable, safe environment for all shelter residents. This includes training on emergency situations, de-escalation, and crisis prevention.
- 4. Provide space at the shelter available for clients at all times during the day (day time as well as evening/night).
- 5. Enact policies and procedures to prevent, identify and address workplace violence and sexual harassment.

- 6. Be in compliance with Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.
- 7. Enact training, policies and protocol to prevent violence, theft, and other incidents that put the safety and well-being of shelter clients and/or staff at risk. Have policies and procedures in place to investigate any potential incident of violence, theft or other incidents, including a thorough investigation and actions to address the findings.
- 8. Complete appropriate background checks and screening for all staff and any volunteers who may have interaction with clients or may have access to client information.
- 9. Train staff and any volunteers who may have interaction with clients or client information on client confidentiality.
- 10. <u>In addition, Contractor will provide the following services at Maple Street Shelter</u> in order to ensure a low barrier shelter environment to effectively serve chronically homeless adults with high needs, including those who have been living in encampments for long periods of time:
  - a) Provide space on-site where clients' pets can reside.
    - (1) Contractor will provide and maintain space for a minimum of 4 pets, and will expand pet capacity (A) for up to 8 pets, subject to Contractor's ability to obtain any necessary permits, and (B) for capacity beyond 8 pets subject to need for additional pet accommodations as determined and agreed among Contractor and HSA. Contractor will develop and implement policies regarding pets including client responsibility for caring for pets, when and how clients can visit their pet, and policies regarding client and staff safety, pet health and safety (including vaccinations), environmental safety, and if applicable, pet restrictions.
  - b) Additional storage for client's possessions.
    - (1) Contractor will maintain space for each client to store his/her belongings in a secure manner and in a manner that identifies the possessions belonging to each client. Contractor shall also maintain on-site available storage space for clients with at least an additional 600 square feet, in order to accommodate clients with a large amount of possessions for whom maintaining those possessions is a key element of his/her engagement in shelter and services, subject to reasonable limitations on overall quantities and types of possessions (e.g., no food items, no large furniture, etc.).
- 11. Other facility and program aspects to address concerns of potential clients, especially unsheltered adults with long histories of homelessness who have been reluctant to enter shelter. Contractor will collect and review feedback from key stakeholders on a regular basis, including shelter clients, Homeless Outreach Team (HOT) clients, HOT staff, and Coordinated Entry System staff.

#### (7) Quality Assurance and Continuous Quality Improvement

- a) Contractor will conduct quality assurance and continuous quality improvement including ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures.
- b) Contractor will conduct ongoing reviews of services and documentation of services (file reviews), and data quality.
- c) Contractor will implement systematic processes to collect ongoing feedback from clients and other stakeholders.

#### (8) Program Policies, Procedures, and Training

- i. 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 County's CES structure as determined by HSA.
- ii. Contractor will continually review shelter policies, manuals, and procedures. Contractor will review all policies, manuals, and procedures at least once per fiscal year to ensure alignment with housing first principles, housing-focused services, County's CES structure, equal access, fair housing/accommodations, mandated reporting, incident reporting, HMIS data entry, and other key topics for shelter operations (or more often per Contractor internal plans or per County's request).
- iii. Contractor will review onboarding training for all shelter staff to ensure alignment with housing first principles, housing-focused services, County's CES structure, equal access, fair housing/accommodations, mandated reporting, incident reporting, HMIS data entry, de-escalation techniques and crisis response, and other key topics for shelter operations.

#### C. Other Contractor Responsibilities

- 1. Provide services that are culturally appropriate to the populations served.
- 2. Maintain policies, procedures, and tools for staff and update as needed to align Housing First principles and enable shelter staff to identify and serve the hardest-to-serve.
- 3. Provide services that are low-barrier, meaning that participants are not screened out or discharged from the program based on having too little or no income, an active or history of substance abuse, a criminal record, or perceived "lack of motivation" or lack of participation in shelter services/programs.
- 4. Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database (see Exhibit D).
  - a. All client records will be entered into Clarity.
  - b. Data entry will be entered during or as soon as possible after the services.
  - c. Program entries and exits will be entered on the same day as the client enters or exits the program, in order to maintain accurate information about bed availability for CES.

- d. Under all circumstances, data entry will be completed within 4 business days of the service provision.
- 5. Apply for/pursue existing and additional funding from a variety of potential funding sources, including private foundations, individual donations, corporate giving, grants, and public funding opportunities, in order to maintain a diverse mix of funding sources.
- 6. Maintain process to thoroughly investigate any alleged incident involving clients. If an incident occurred, identify and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
- 7. Critical Incident Reports All critical incidents will be reported via email within 24 hours to the HSA, Center on Homelessness staff, including the events of: death, homicide, suicide or suicide attempt, assault (to another client or staff) and other significant incidents.
- 8. Participate in County's homeless strategic plan implementation and program evaluations.
- 9. Participate in point-in-time counts and surveys.
- 10. Participate in Continuum of Care meetings and HSA Homeless and Safety Net provider meetings.
- 11. Provide a budget summarizing how the contract funds will be spent. Contractor will need approval from HSA for any budget change requests.
- 12. As set forth above, Contractor shall provide 104 beds for adults and a separate 72 family units, for HSA's use pursuant to this Agreement. If Contractor wishes to increase or decrease the number of beds contracted out or dedicated to non-HSA entities or renew contracts/funding for beds, Contractor must contact HSA at least 6 months in advance of any such change or renewal to meet and confer regarding the impact. In particular, Contractor will meet and confer with HSA regarding the referral/access process for those beds, staffing and other costs for the beds, and funding. HSA may modify the terms and reduce the funding of this Agreement based on changes to Contractor's restricted/contracted beds.

(End of Exhibit A)

#### Exhibit B (rev. 2020)

Payments and Rates LifeMoves Homeless Shelter Operations

In consideration of the services provided by Contractor as shown in Exhibit A (rev. 2020) and subject to the terms and conditions of the agreement, County shall pay Contractor based on the following fee schedule and terms:

#### **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. If 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 fifteen (15) days of receipt of statement with a plan to confirm what steps will be taken to correct performance.

#### 3. Funding:

Costs for services shown in this Agreement may be adjusted, including line item costs in budgets and across quarters and/or fiscal years and/or components, 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.

#### 4. Right of County to Request Additional Services

County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs across line items accordingly as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

### A. Component 1-Shelter Operations Budget (including original Maple Street 75 beds and excluding the other components listed below)

Fiscal Year	Amount Per Fiscal Year	Amount per quarter (one fourth of annual total)
2017-2018	\$581,999	\$145,500
2018-2019	\$668,408	\$167,102
2019-2020	\$680,281	\$170,070
2020-2021	\$741,802.24	\$185,450.56

2021-2022	\$741,802.24	\$185,450.56
Subtotal	<b>\$3,414,292.48</b>	<b>Not applicable</b>
		' '

Expense		
Personnel Expense	FY 20-21	FY 21-22
Program Directors	\$28,780	\$28,780
Assistant Program	\$570	\$570
Directors		
Case Managers	\$59,859	\$59,859
Child Service	\$32,277	\$32,277
Coordinators		
Benefits (Direct Labor)	\$44,242.24	\$44,242.24
Subtotal Personnel	\$165,728.24	\$165,728.24
Operating Expenses		
Indirect personnel		
expense:		
Residential Service	\$77,939	\$77,939
Coordinators	·	,
Benefits (Indirect Labor)	\$28,976	\$28,976
Subtotal: Indirect	\$106,915	\$106,915
personnel expense	\$52A	\$524
Supplies	\$524	\$524
Safety/security	\$13,892	\$13,892
Utilities	\$22,500	\$22,500
Client assistance	1,025	1,025
Maintenance	\$16,085	\$16,085
Equipment	\$9,816	\$9,816
Equip. Leases	\$4,180	\$4,180
Rent	\$2,425	\$2,425
Transportation	\$1,417	\$1,417
Property taxes	\$2,458	\$2,458
Corp Ops/Insurance	\$36,153	\$36,153
IT	\$10,079	\$10,079
Subtotal Operating		
Expenses	\$227,469	\$227,469
Admin Expense		
Administrative expenses	\$40,296	\$40,296
Subtotal Admin		
Expense	\$40,296	\$40,296
Total Expenses	\$433,492.89	\$433,492.89

### B. Component 2 – First Step for Families budget for the replacement for lost federal funding

Fiscal Year	Amount Per Fiscal	Amount Per
	Year	Quarter
2019-2020	\$429,444	\$107,361
2020-2021	\$446,621.76	\$111,655.44
2021-2022	\$446,621.76	\$111,655.44
Subtotal	\$1,322,687.52	Not Applicable

## C. Component 3 - Maple Street Expansion budget for the additional 36 beds at Maple Street Shelter.

Fiscal Year	Amount Per Fiscal Year	Amount Per Quarter
2017-2018*	\$174,909	\$87,454.50
2018-2019	\$349,820	\$87,455
2019-2020	\$349,820	\$87,455
2020-2021	\$360,314.60	\$90,078.65
2021-2022	\$360,314.60	\$90,078.65
Subtotal	\$1,595,178.20	Not Applicable

<sup>\*(</sup>expansion began in January 2018, so FY17-18 only covered 6 months of services)

Expense		
Personnel Expense	FY 20-21	FY 21-22
2.25 FTE Case Manager	\$155,981	\$155,981
(including benefits)		
3.6 FTE Residential	\$171,577	\$171,577
Counselor (including		
benefits)		
10% Admin	\$32,757	\$32,757
Subtotal	\$360,315	\$360,315

## D. Component 4 – Maple Modular building budget for the additional 30 beds in the Maple Modular building.

Fiscal Year	Amount Per Fiscal Year	Amount Per Quarter
2019-2020	\$521,000	\$130,250
2020-2021	\$541,840	\$135,460

2021-2022	\$541,840	\$135,460
Subtotal	\$1,604,680	Not Applicable

#### E. Component 5 – Inclement Weather Program (8 cots at Maple Street Shelter)

The County shall pay the Contractor a total of \$250 for each night of inclement weather activation which will include the use of eight (8) cots that are allocated for program use at Maple Street Shelter. The payment will include any activation in which any of the cots are used.

Fiscal Year	Maximum Amount Per	
	Fiscal Year	
2020-2021	\$13,750	
2021-2022	\$13,750	
Subtotal	\$27,500	

#### F. Total Contract Budget Overview

Fiscal Year	Annual totals
2017-2018	\$756,909
2018-2019	\$1,018,228
2019-2020	\$2,027,265
2020-2021	\$2,104,328.60
2021-2022	\$2,104,328.60
Total	\$8,011,059.20

#### **Payments & Invoicing**

- 1. Contractor shall invoice HSA quarterly for based on the Shelter Services Budget above and schedule below. Contractor shall submit five invoices per quarter.
  - a) One invoice for shelter operations (all shelter operations other than First Step for Families, Maple Modular, and the Maple Street Shelter Expansion) and
  - b) One invoice for First Step for Families component #2 and
  - c) One invoice for the Maple Street Shelter Expansion and
  - d) One invoice for the Maple Modular Expansion
  - e) One invoice for Maple Street Inclement Weather (during quarters that inclement weather is activated)
    - i. The Maple Street expansion, Maple Modular, and First Step for Families, and Inclement Weather invoices will be submitted separately from the other shelter operations invoices. Contractor will invoice for quarterly costs outlined above. The only approved cost to be covered by the Maple Street Expansion and Maple Modular invoices are for personnel and administrative costs listed in the tables above, unless HSA approves

- modifications to the Maple Street Expansion or Maple Modular budgets in writing.
- ii. Contractor shall submit invoices, supporting documentation, and all required reporting by the 20<sup>th</sup> of the month following the end of the prior quarter for operating expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the budgets submitted to HSA by the Contractor. Contractor will supply supporting documents for reimbursement by the 20<sup>th</sup> of month for the prior quarter. The final invoice for each Fiscal Year will be submitted by June 20<sup>th</sup> due to year-end processing.

Reporting Period	Due Date for Invoice (with reporting, supporting documentation)
Q1 (July-September)	October 20 <sup>th</sup>
Q2 (October- December)	January 20 <sup>th</sup>
Q3 (January-March)	April 20 <sup>th</sup>
Q4 (April-June)	Invoice due June 20th
_	Reporting due July 20 <sup>th</sup>

- 2. County shall pay Contractor upon receipt and approval of invoices and required documentation and reporting as shown in Exhibit C (rev. 2020).
- **3.** All invoices shall be submitted by email to **Lody Saba** at <u>lsaba@smcgov.org</u> or the designated HSA contact.

#### **In Kind Facility Support**

In addition to the costs indicated above, the County also provides in kind resources to Contractor for facility and maintenance costs at the shelter. This in-kind resource is estimated to be valued at \$100,978 in FY 17-18 and \$104,221 in FY 18-19 and \$76,318 per year for the expanded space at Maple Street (specific value of in kind resource is subject to change).

(End of Exhibit B)

### Exhibit C (rev. 2020) Performance Reporting and Monitoring LifeMoves **Homeless Shelter Operations**

Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

#### 1. Performance Measures:

#### 1. Maple Street

Performance Measure	FY 19-20	FY20-21	FY21-22
<b>Exits to Permanent Housing</b>			
Percentage of all leavers who	60%	50%	50%
exited to a permanent situation			
Length of Stay Average length			
of stay for program participants	75 days	75 days	75 days
Increased Employment			
<b>Income</b> Percentage of adult	14%	10%	10%
leavers who exited and stayers			
(who stayed for 12 months or			
more) with increased			
employment income			
<b>Increased Non-Employment</b>			
<b>Income</b> Percentage of adult		10%	10%
leavers who exited and stayers	14%		
(who stayed for 12 months or	1470		
more) with increased non-			
employment income			
Utilization Rate Average daily	050/	050/	050/
bed/unit program slot utilization	95%	95%	95%
HMIS Data Quality			
Percentage of null/missing and	<5%	<5%	<5%
don't know/refused values			

#### 2. First Step Emergency (families)

	Targets		
Performance Measure	FY 19-20	FY20-21	FY21-22
<b>Exits to Permanent Housing</b>	50%		
Percentage of all leavers who	3070	40%	40%
exited to a permanent situation			
<b>Length of Stay</b> Average length of stay for program participants	30 days	45 days	45 days

	Targets		
Performance Measure	FY 19-20	FY20-21	FY21-22
Increased Employment			
<b>Income</b> Percentage of adult	10%	10%	10%
leavers who exited and stayers			
(who stayed for 12 months or			
more) with increased			
employment income			
<b>Increased Non-Employment</b>			
<b>Income</b> Percentage of adult	10%	10%	10%
leavers who exited and stayers			
(who stayed for 12 months or			
more) with increased non-			
employment income			
Utilization Rate Average daily	95%	95%	95%
bed/unit program slot utilization			
<b>HMIS Data Quality</b>			
Percentage of null/missing and	Less than 5%	Less than 5%	Less than 5%
don't know/refused values			

#### 3. Family Transitional (Family Crossroads, Haven, and Redwood)

	Targets		
Performance Measure	FY 19-20	FY 20-21	FY 21-22
<b>Exits to Permanent Housing</b>			
Percentage of all leavers who	85%	85%	85%
exited to a permanent situation			
Length of Stay Average length	120 days	120 days	120 days
of stay for program participants	120 days	120 days	120 days
Increased Employment			
<b>Income</b> Percentage of adult			
leavers who exited and stayers	15%	15%	15%
(who stayed for 12 months or	1370		
more) with increased			
employment income			
Increased Non-Employment			
<b>Income</b> Percentage of adult			
leavers who exited and stayers	15%	15%	15%
(who stayed for 12 months or	1370	1370	1370
more) with increased non-			
employment income			
Utilization Rate Average daily	95%	95%	95%
bed/unit program slot utilization	93%	93%	9370
HMIS Data Quality			
Percentage of null/missing and	Less than 5%	Less than 5%	Less than 5%
don't know/refused values			

- a) Returns to homelessness will also be tracked, with a goal of minimizing the number of people who return to homelessness after exiting to permanent housing.
- A. 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.
  - a. Submit reports to HSA within 20 days of the end of the designated reporting period. Reports will include the following:
  - b. Quarterly reports
    - i. Invoices with supporting documentation
    - ii. Number of unduplicated clients served during the reporting period
    - iii. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date
    - iv. Narrative describing trends, successes, challenges during the reporting period
  - c. Contractor will submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that shelter services had throughout the entire service year and annual results for each performance measure.
  - d. 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.
  - e. Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will generally occur once per year, with increased frequency if areas for program improvement arise. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
  - f. Contractor will participate in financial reviews/audits as requested by HSA
  - g. Contractor will participate in program evaluations and other analysis/evaluations of the homeless system conducted by HSA.
  - h. 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.
  - i. All reports shall be submitted by email to Lody Saba at <u>LSaba@smcgov.org</u> or the designated HSA contact.

(End of Exhibit C)