

Agreement # _____

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2020, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and StarVista, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, on June 27, 2017, the parties entered into an agreement (the "Agreement") in the amount of \$657,986 for the term of July 1, 2017 to June 30, 2020 to provide shelter services; and

WHEREAS, the parties wish to amend the Agreement to extend the term by two years through June 30, 2022 and increase funding by \$481,394 for a new total obligation amount not to exceed \$1,139,380 to continue providing shelter services.

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

1. Section 1. Exhibits and Attachments of the Agreement is hereby amended to read as follows:

Exhibit A (revised 5/2020) - Program/Project Description

Exhibit B (revised 5/2020) - Method and Rate of Payment

Exhibit C (revised 5/2020) - Performance and Reporting and Monitoring

Exhibit D - Clarity

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 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 (revised 5/2020), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised 5/2020). 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 **ONE MILLION ONE HUNDRED THIRTY NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS** (\$1,139,380). 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. **Section 4. Term of the Agreement is hereby 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.

4. **Exhibit A (revised 5/2020) –Program/Project Description replaces the original Exhibit A in its entirety and is attached hereto**

5. **Exhibit B (revised 5/2020) – Method and Rate of Payment replaces the original Exhibit B in its entirety and is attached hereto.**

6. **Exhibit C – Performance Reporting and Monitoring (revised 5/2020) replaces the original Exhibit C in its entirety and is attached hereto.**

All other terms and conditions of the Agreement dated June 27, 2017, between County and Contractor shall remain in full force and effect.

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

For Contractor: STARVISTA

<div>DocuSigned by: <i>Sara Mitchell, Ph.D.</i> 0AFBCADE7812431...</div>	5/28/2020 2:22 PM PDT	Sara Mitchell, Ph.D.
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 5/2020)
Program/Project Description

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**Target Population**

The target population for homeless shelter services is 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). Services in this Agreement will serve homeless youth. 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 is youth ages 16-21, who are homeless 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 the San Mateo County's CES.

Category 1:

Literally Homeless includes an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- 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
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

Category 2:

Imminent Risk of Homelessness includes an individual or family who will imminently lose their primary nighttime residence, provided that:

- Residence will be lost within 14 days of the date application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing.

Note: CES will work with each household to identify alternate housing situations, rather than the household entering into homelessness. Households in Category 2 will only be eligible for shelter services after receiving CES/Diversion services and CES determining that the household is in need of shelter and there is no appropriate alternative housing resource.

Category 4:

Fleeing/Attempting to flee domestic violence includes any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other residence; and
- 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 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.

Program Philosophy and Design

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

- Focus on serving the households determined to need shelter at the time of assessment through CES. This entails serving households who are unsheltered or are at imminent risk of being unsheltered, who cannot otherwise be diverted from shelter entry.
- Accept clients who are referred via CES.
- 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 to be used to make eligibility and admission decisions.
- 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.
- Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, and emergency response protocol, and Housing First principles.
- Train all staff in cultural competence and sensitivity.
- Maintain written documentation of policies and procedures and update the documents as necessary.

- Operate in compliance with HUD 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.
- Record data for all clients served in the San Mateo County Clarity Homeless Management Information System (HMIS)
 - 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.
 - Programs will train staff on HMIS data collection and entry
- Programs will continuously monitor data quality and review data/outcomes and utilize for continuous quality improvement.

Program Components

Process by which clients may access/are referred into shelters

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

Contracted Shelter Beds/Units

Contractor provides the following homeless shelter program beds/units: 10 beds. Of the 10 total beds, currently 0 are Emergency Shelter beds and 10 are Transitional Shelter beds.

With the implementation of 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- 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 the County and the County may approve and modify the number of Emergency Shelter and Transitional Shelter beds to increase the community's Emergency Shelter capacity.

No beds are contracted out/restricted by funding source, so all 10 beds are not reserved for any funder or specific population and are available for homeless youth in San Mateo County to be referred by CES.

Housing-Focused Case Management and Service Linkage

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.

Under this program component, Contractor shall:

- 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).
- 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.
- Implement Housing First principles, focusing on addressing clients' housing needs and goals.
- 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.
- Employ harm-reduction and trauma-informed care to tailor services to clients' needs.
- 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.
- 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.

Shelter Facility – Health, Safety, and Disability Accommodations

Contractor is responsible for upholding standards and following protocol to ensure shelter program's client's and staff's health and safety. 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:

- Provide a safe living space for residents.
- 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.
- 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.
- Provide access for clients to the shelter facility, including sleeping areas as applicable, for clients who need a place to stay during the day due to health issues, medical fragility, sleeping schedule (for those who work at night and sleep during the day), or other reasonable purposes.
- Enact policies and procedures to prevent, identify and address workplace violence and sexual harassment.
- Be in compliance with Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.
- 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.

- 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.
- Train staff and any volunteers who may have interaction with clients or client information on client confidentiality.

Inclement Weather Program

Under this program component, Contractor shall:

- Provide additional capacity on nights when the Inclement Weather Program is activated.
- Engage clients participating in the Inclement Weather Program in services and encourage them to access shelter and housing services.

Contractor will participate in the San Mateo County Inclement Weather Program. Contractor will provide **3** beds on winter nights with wet and cold weather when the Inclement Weather Program is activated.

These beds are for residents of the County of San Mateo who are homeless and are referred through the Inclement Weather Program process established by the County. Contractor will adhere to the activation announcement dates sent by County for start and end of each activation.

Contractor will receive referrals for these beds only via the Inclement Weather Program referral process established by the County. Contractor will communicate and coordinate with referring agencies and the LifeMoves Inclement Weather Program staff regarding beds available and questions regarding clients being referred.

Quality Assurance and Continuous Quality Improvement

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. Contractor will conduct ongoing reviews of services and documentation of services (file reviews), and data quality. Contractor will implement systematic processes to collect ongoing feedback from clients and other stakeholders.

Program Policies, Procedures, and Training

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 the County.

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).

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

- Provide services that are culturally appropriate to the populations served.
- 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.
- 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.
- 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 the implementation of CES, 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.
 - Under all circumstances, data entry will be completed within 4 business days of the service provision.
- 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.
- 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.
- Critical Incident Reports – All critical incidents will be reported via email within 24 hours to the County’s, Center on Homelessness staff, including the events of: death, homicide, suicide or suicide attempt, assault (to another client or staff) and other significant incidents.
- Participate in County’s Homeless System Redesign/strategic plan implementation and CES.
- Participate in point-in-time counts and surveys.
- Participate in Continuum of Care meetings and County Homeless and Safety Net provider meetings.
- Provide a budget summarizing how the contract funds will be spent. Contractor will need approval from the County for any budget change requests.
- As set forth above, Contractor shall provide 10 beds for the County’s use pursuant to this Agreement. If Contractor wishes to contract out or dedicate any beds to any entity, Contractor must contact the County at least 6 months in advance of any such change to meet and confer regarding the impact to the County. In particular, Contractor will meet and confer with the County regarding the referral/access process for those beds, staffing and other costs for the beds, and funding. The County 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 (revised 5/2020)
Method and Rate of Payments

In consideration of the services provided by Contractor as shown in Exhibit A 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. 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. 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 15 days of receipt of statement with a plan to confirm what steps will be taken to correct performance.
3. Funding for services shown in this contract may be adjusted, including line item costs in budgets and across fiscal years and quarters, 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. County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties in writing and adjust costs accordingly as long as it does not exceed the total Agreement obligation and is not restricted by any grant or specific funding agreements.

Invoicing & Payment

All payments for services provided during Fiscal Years 2017-2018 and 2018-2019 have been invoiced and County has paid in full.

Contractor will:

1. Invoice County on a quarterly basis for actual costs incurred based on the services shown in Exhibit A and the budget shown below.
2. Submit itemized invoices (operating expenses, direct client support, salaries and wages, and administration costs) along with supporting documentation, by the 20th of the month following the end of the prior quarter (see table below). Due to the County's year end close, the final invoice for each Fiscal Year (July 1 - June 30) must be submitted by June 20th.
3. Invoices will be submitted to Lody Saba: lsaba@smcgov.org or the designated County contact.

County will:

1. Pay Contractor upon receipt and approval of invoices, supporting documentation and required reports shown in Exhibit C.

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Shelter Services Budget FY 2019-22

Personnel Expense	FY 2019-20	FY 2020-21	FY 2021-22
Program Director	\$45,745	\$ 45,899.89	\$ 45,899.89
Case Manager/Housing Locator	\$35,297		
Community Counselor		\$ 28,721.55	\$ 28,721.55
Lead Residential Counselor	\$51,588	\$ 32,404.83	\$ 32,404.83
Residential Counselor	\$18,463	\$ 19,016.89	\$ 19,016.89
Relief Residential Counselors		\$ -	\$ -
Department Director	\$14,398	\$ 14,829.94	\$ 14,829.94
Clinical Director		\$ -	\$ -
Data Manager/Analytics		\$ 3,640.00	\$ 3,640.00
Benefits		\$ 36,128.28	\$ 36,128.28
Subtotal Personnel Expenses	\$165,491	\$ 180,641.38	\$ 180,641.38
Operating Expenses			
Supplies -Office/Program Supplies, Postage, Shipping, Stationary	\$4,055	\$ 4,368.70	\$ 4,368.70
Real Estate Taxes	\$500	\$ 500.00	\$ 500.00
Utilities	\$2,600	\$ 2,600.00	\$ 2,600.00
Phones	\$2,600	\$ 2,600.00	\$ 2,600.00
Client assistance	\$2,400	\$ 2,400.00	\$ 2,400.00
Maintenance	\$5,000	\$ 5,000.00	\$ 5,000.00
Equipment	\$1,250	\$ 1,250.00	\$ 1,250.00
Training	\$4,000	\$ 4,000.00	\$ 4,000.00
Client food	\$12,605	\$ 12,605.00	\$ 12,605.00
Mileage reimbursement	\$1,600	\$ 1,600.00	\$ 1,600.00
Recruitment/HR costs	\$1,250	\$ 1,250.00	\$ 1,250.00
Start-up costs			
Subtotal Operating Expenses	\$37,860	\$ 38,173.70	\$ 38,173.70
Admin Expenses			
Accounting			
Administrative Overhead	\$20,335	\$ 21,881.51	\$ 21,881.51
Subtotal Admin Expenses	\$20,335	\$ 21,881.51	\$ 21,881.51
TOTAL EXPENSES	\$223,686	\$ 240,696.58	\$ 240,696.58

Allocation Amounts for FY 2019-22

Fiscal Year	Annual Amount	Quarterly Amount (one fourth of annual total)
2019-20	\$223,686	\$55,921
2020-21	\$240,696.58	\$60,174.14
2021-22	\$240,696.58	\$60,174.14

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Invoice & Supporting Documentation Table

Reporting Period	Invoice Due
Q1 (July – September)	October 20 th
Q2 (October – December)	January 20 th
Q3 (January – March)	April 20 th
Q4 (April – June)	Invoice due June 20 th Reporting due July 20 th

(End of Exhibit B)

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Exhibit C (revised 5/2020)
Performance Reporting and Monitoring

Performance Measures

Contractor agrees to meet the following performance measures:

Measure	Proposed Targets				
	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22
Exits to Permanent Housing Percentage of all leavers who exited to a permanent situation	60%	75%	85%	75%	75%
Length of Stay Average length of stay for program participants	180 days	150 days	120 days	120 days	120 days
Increased Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased employment income	15%	15%	15%	20%	25%
Increased Non-Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased non-employment income	15%	15%	15%	20%	25%
Utilization Rate Average daily bed/unit program slot utilization	80%	88%	95%	95%	95%
HMIS Data Quality Percentage of null/missing and don't know/refused values	Less than 5%	Less than 5%	Less than 5%	Less than 5%	Less than 5%

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.

Reporting Requirements

Contractor will:

1. Submit quarterly reports to County within 20 days of the end of the designated reporting period. Reports will include, but are not limited to, the following:
 - Number of unduplicated clients served during the reporting period.
 - Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date).
 - Narrative describing trends, successes, challenges during the reporting period.
2. 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.
3. 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.
4. Provide annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
5. Participate in Site Review/Contract Compliance Visits with County designated staff. Visits will occur at least 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.
6. Participate in program evaluations and other analysis/evaluations of the homeless system conducted by County.
7. Submitted reports electronically to Lody Saba at lsaba@smcgov.org or the designated County contact.

County will:

1. 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.
2. Have the option to 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.

(End of Exhibit C)