

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND WEHOPE DBA PROJECT  
WEHOPE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and WeHOPE, doing business as Project WeHOPE, hereinafter called "Contractor" (collectively, the "Parties");

W I T N E S S E T H:

WHEREAS, pursuant to Government Code Section 31000, *et seq.*, 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 for the purpose of operating a homeless shelter (the "Agreement"); and

WHEREAS, the Parties wish to amend the Agreement to update certain attached Exhibits, extend the Agreement's term and increase the total fiscal obligation of this Agreement.

**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 A1 – Program/Project Description / Temporary Beds
- Exhibit B (rev. 2020) – Method and Rate of Payment
- Exhibit B1 – Method and Rate of Payment / Temporary Beds
- Exhibit C (rev. 2020) – Performance Reporting and Monitoring
- Exhibit D – Clarity Human Services System
- 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).

**3. Section 3. Payments of the Agreement is amended to read as follows:**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement 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 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 THREE MILLION SIXTY THOUSAND AND EIGHT HUNDRED AND SEVENTY DOLLARS \$3,060,870. 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. Original Exhibit A is replaced with Revised Exhibit A, (rev. 2020).**

**6. Original Exhibit B is replaced with Revised Exhibit B, (rev. 2020).**

**7. Original Exhibit C is replaced with Revised Exhibit C, (rev. 2020).**

**8. Exhibit A1 – Program/Project Description / Temporary Beds is hereby added to the Agreement.**

**9. Exhibit B1 – Method and Rate of Payment / Temporary Beds is hereby added to the Agreement.**

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

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

For Contractor: WeHOPE dba Project WeHOPE

DocuSigned by:  
  
8FC9B19ABEC54CB...

6/4/2020 | 11:46 AM PDT

Paul Bains

Contractor Signature

Date

Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A (rev. 2020)**

Program/Project Description  
WeHOPE Shelter  
Homeless Shelter Operations

**A. Purpose**

The purpose of this Agreement between the San Mateo County Human Services Agency (HSA) and WeHOPE (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 (1-3 months), but the stays vary by client.

**B. Services to be Provided**

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 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 when implemented.

The specific population to be served under this Agreement are homeless individuals and households as defined by Categories 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.

1. Category 1: 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 and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.
2. Category 2: 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 works with each household to identify alternate housing situations, rather than the household entering homelessness. Households in Category 2 are 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.
  3. Category 4: 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

### **C. 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.

### **D. Program Philosophy and Design**

Contractor will maintain program policies and procedures to maintain that homeless shelter program(s):

1. 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.
2. Only accept clients who are referred via the County's Coordinated Entry System.
3. 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.
4. 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.
5. Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, and emergency response protocol, and Housing First principles.
  6. Train all staff in cultural competence and sensitivity.
  7. Maintain written documentation of policies and procedures and update the documents as necessary.
  8. Operate in compliance with the Department of Housing and Urban Development’s (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.
  9. Record data for all clients served in the San Mateo County Clarity Homeless Management Information System (HMIS).
    - i. 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.
    - ii. Programs will train staff on HMIS data collection and entry.
  10. Programs will continuously monitor data quality and review data/outcomes and utilize for continuous quality improvement.

**Program Components**

Shelter Referrals

Contractor will only accept clients who have been referred via the Coordinated Entry System (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.

Contracted Shelter Beds/Units

Contractor provides the following homeless shelter program beds/units: 55 Emergency Shelter beds – At least 50 of these beds are for San Mateo County residents and accept referrals from the Coordinated Entry System (CES).

Contractor is authorized to utilize a separate referral process for the following restricted beds/contracted out beds at this time.

<b>Number of Beds/Units</b>	<b>Funder</b>	<b>Population</b>
Up to 5	County of Santa Clara	Homeless residents of Santa Clara County

The remaining 50 beds are not reserved for any funder or specific population and are available for homeless individuals/households in San Mateo County to be referred by CES.

Contractor will track clients from Santa Clara County separately from all San Mateo County residents. Residents of Santa Clara County must only utilize the 5 beds funded by Santa Clara County, and not beds funded by San Mateo County. The 50 beds funded by this Agreement are to be used only by San Mateo County residents.

### 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:

1. Offer housing-focused case management to all clients, not only clients who are there for longer stays.
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.

### 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. 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 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.
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 interact with clients or may have access to client information.
9. Train staff and any volunteers who may interact with clients or client information on client confidentiality.

#### Inclement Weather Program

Under this program component, Contractor shall:

1. Provide additional capacity on nights when the Inclement Weather Program is activated.
2. 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 **12** beds on the nights that HSA activates the Inclement Weather Program.

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 HSA. Contractor will adhere to the activation announcement dates sent by County start and end each activation.

Contractor will receive referrals for these beds only via the Inclement Weather referral process established by HSA. 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 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.

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 provide initial and ongoing training for all shelter staff regarding 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.

### **E. 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 System Redesign/strategic plan implementation and the Coordinated Entry System.
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 Agreement funds will be spent. Contractor will need approval from HSA for any budget change requests.
12. Inform HSA regarding any shelter beds that may be contracted out, restricted, or funded by any entity, funder, or specific population.
13. As set forth above, Contractor shall provide 50 beds 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 A1**

Program/Project Description  
WeHOPE Shelter – Temporary Beds  
Homeless Shelter Operations

In consideration of the payments set forth in Exhibit B1, Contractor will provide the services shown below to temporarily increase shelter operations capacity through August 2020 under the general direction of the Human Services Agency (HSA) Director or his/her authorized representatives.

**A. Purpose**

Contractor is receiving funding to start up and operate 10-18 additional shelter beds through August 2020. The 10-18 shelter beds are in addition to the 55 beds described in Exhibit A (rev. 2020). These beds will be available for San Mateo County residents referred through the Coordinated Entry System (CES). Contractor will provide all services described in Exhibit A (rev. 2020) to the clients who are being served in these additional beds. The exact number of beds at any given time (between 10 and 18) will be determined by Contractor based on applicable health guidelines, such as social distancing.

County has approved up to \$25,000 start-up costs for these additional beds, as agreed upon by County and Contractor. Reimbursement to Contractor is subject to the terms and conditions of this Agreement.

Contractor will analyze prices and identify the most cost-effective solutions and vendors to purchase the start-up supplies and items listed below. Contractor will purchase, install, maintain, and utilize supplies and items to provide shelter program services.

**Authorized Start-Up Purchases**

1. 18 cots and related items such as pillows and blankets
2. 18 lockers
3. Door repairs and/or replacement
4. Carpet cleaning
5. Tile flooring
6. Paint and paint supplies
7. Debris box

The items and quantities listed above may be adjusted or replaced as agreed upon by both parties and approved by County in writing so long as the cost does not exceed the total claimable amount set forth in Exhibit B1.

**B. Services to be Provided**

Contractor will provide the services set forth in Exhibit A (rev.2020).

**C. Other Contractor Responsibilities**

Contractor is responsible for the responsibilities set forth in Exhibit A (rev. 2020).

**(End of Exhibit A1)****Exhibit B (rev. 2020)**

Method and Rate of Payments

WeHOPE Shelter

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****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:**

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.

**Funding:**

Funding for services shown in this Agreement may be adjusted, including line item costs in budgets and across quarters, months, and fiscal years, 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.

**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.

**Yearly Allocations****Shelter Operations:**

Fiscal Year	Amount Per Fiscal Year
2017-2018	\$550,000
2018-2019	\$561,000
2019-2020	\$572,220
2020-2021	\$589,386.60

2021-2022	\$589,386.60
Total	\$2,861,993.20

**Shelter Services Budget:**

Personnel Expense	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022
Director	\$24,873	\$25,370	\$25,868		
Management				\$48,140	\$49,584
Administrator				\$25,712	\$15,055
Associate Director	\$36,999	\$37,739	\$38,479		
Shelter Super	\$14,874	\$15,172	\$15,469		
Security/IT	\$14,357	\$14,644	\$14,931		
Case Manager	\$45,292	\$46,197	\$47,103	\$134,548	\$140,836
Residential Coordinator	\$236,304	\$241,03	\$245,756	\$215,524	\$204,949
Food Coordinator	\$14,939	\$15,238	\$15,536	\$16,553	\$17,049
Facilities				\$49,664	\$51,616
<b>subtotal personnel</b>	<b>\$387,636</b>	<b>\$395,38</b>	<b>\$403,142</b>	<b>\$490,140</b>	<b>\$479,089</b>
<b>Operating Expenses</b>					
Supplies	\$35,263	\$35,969	\$36,894	\$23,950	\$30,000
Rent	\$30,734	\$31,348	\$31,963	\$12,000	\$12,000
Contract Services	\$11,681	\$11,914	\$12,148		
Maintenance	\$11,470	\$11,699	\$11,929		
Utilities	\$6,267	\$6,393	\$6,518	\$52,500	\$55,125
Insurance	\$4,972	\$5,071	\$5,170	\$5,915	\$6,211
Property Tax				\$2,730	\$2,867
Training	\$3,249	\$3,314	\$3,379		
Client Assistance	\$2,260	\$2,305	\$2,350		
Licenses	\$2,034	\$2,075	\$2,115		
Equipment	\$1,808	\$1,844	\$1,880		
Phones	\$1,406	\$1,434	\$1,462		
Travel	\$1,220	\$1,245	\$1,269		
<b>subtotal operating expenses</b>	<b>\$112,363</b>	<b>\$114,61</b>	<b>\$117,078</b>	<b>\$97,095</b>	<b>\$106,202</b>
<b>Admin Expense</b>					
Accounting				\$2,152	\$4,095
Overhead Payroll	\$44,441	\$45,330	\$46,219		
Overhead Other	\$5,559	\$5,670	\$5,781		
<b>subtotal admin expense</b>	<b>\$50,000</b>	<b>\$51,000</b>	<b>\$52,000</b>	<b>\$2,152</b>	<b>\$4,095</b>
<b>Total Expenses</b>	<b>\$550,000</b>	<b>\$561,00</b>	<b>\$572,220</b>	<b>\$589,387</b>	<b>\$589,387</b>

**Inclement Weather Rates:**

Daily rate per night on activated nights when at least one inclement weather cot is used: \$296. This component of the Agreement shall not exceed \$16,280 for FY17-20 and \$16,768.40 for FY20-22.

### Program Budget Overview

Fiscal Year	Shelter Operations amount	Inclement weather maximum	Total
2017-2018	\$550,000	\$16,280	\$566,280
2018-2019	\$561,000	\$16,280	\$577,280
2019-2020	\$572,220	\$16,280	\$588,500
2020-2021	\$589,386.60	\$16,768.40	\$606,155
2021-2022	\$589,386.60	\$16,768.40	\$606,155
<b>Total</b>	<b>\$2,861,993.20</b>	<b>\$82,376.8</b>	<b>\$2,944,370</b>

### Payments & Invoicing **Inclement Weather**

1. Contractor will invoice HSA monthly for Inclement Weather for activated nights when at least one cot is used. Invoice should itemize dates and usage. This invoice should be separate from Shelter Services invoice.

### **Shelter Services**

Contractor shall invoice HSA monthly for actual costs incurred based on the services described in Exhibit A and the Shelter Services Budget above. The maximum amount for each monthly invoice will be up to 1/12<sup>th</sup> of the annual total, unless HSA approves a different monthly amount in writing.

Contractor shall submit invoice, supporting documentation, and any required reporting by the 20<sup>th</sup> of each month for the previous month for costs for services provided in accordance with Exhibit A (rev. 2020) and the budget submitted to HSA by Contractor.

The final invoice for each Fiscal Year will be submitted by June 20<sup>th</sup> due to year-end processing.

Reporting as shown in Exhibit C (rev. 2020) is required in order for invoices to be processed.

County shall pay Contractor upon receipt and approval of invoices and required documentation and upon receipt and approval of reporting as shown in Exhibit C (rev. 2020).

**(End of Exhibit B)**

**Exhibit B1**

Method and Rate of Payments  
WeHOPE Shelter – Temporary Beds  
Homeless Shelter Operations

In consideration of the services provided by Contractor as shown in Exhibit A1 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**

**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:**

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.

**Funding:**

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

**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 if it does not exceed the total Agreement obligation and is not restricted by any grant or specific funding agreements.

**Additional Shelter Bed Rates:**

Contractor may submit invoice(s) for up to \$25,000 of start-up costs.

Daily rate per night when at least one of the additional beds are used: \$510. This component of the Agreement shall not exceed \$61,000 for FY19-20 and \$30,500 for FY20-21.

**Payments & Invoicing**

**Shelter Services**

Contractor shall submit invoice(s) for start-up costs, including supporting documentation.

Contractor shall invoice HSA monthly for shelter services, based on the daily rate of \$510 per day when at least one shelter bed was utilized. Contractor shall submit invoice and supporting documentation by the 20<sup>th</sup> of the following month.

The final invoice for each Fiscal Year will be submitted by June 20<sup>th</sup> due to year-end processing.

**(End of Exhibit B1)**

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

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

**A. Performance Measures**

**Emergency Shelter Beds**

Performance Measure	FY 17-18	FY 18-19	FY 19-20	FY20-21	FY21-22
<b>Exits to Permanent Housing</b> Percentage of all leavers who exited to a permanent situation	15%	23%	30%	20%	20%
<b>Length of Stay</b> Average length of stay for program participants	34 days	32 days	30 days	60 days	60 days
<b>Increased Employment Income</b> Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased employment income	10%	12%	15%	10%	10%
<b>Increased Non- Employment Income</b> Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased non-employment income	10%	12%	15%	15%	15%
<b>Utilization Rate</b> Average daily bed/unit program slot utilization	95%	95%	95%	95%	95%
<b>HMIS Data Quality</b> Percentage of null/missing and don't know/refused values	Less than 10%				

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.

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.

1. Submit reports to HSA within 20 days of the end of the designated reporting period.

<b>Reporting Period</b>	<b>Due Date for Reporting</b>
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)	July 20 <sup>th</sup>

Reports will include the following:

- (a) 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
2. 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.
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. 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.
5. 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 program improvement arise. Contractor will

receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.

6. Contractor will participate in program evaluations and other analysis/evaluations of the homeless system conducted by HSA.
7. 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.
8. All reports shall be submitted by email to Lody Saba at [LSaba@smcgov.org](mailto:LSaba@smcgov.org) or the designated HSA contact.

**(End of Exhibit C)**