

**SECOND AMENDMENT TO THE AGREEMENT
BETWEEN
THE COUNTY OF SAN MATEO
AND
SAMARITAN HOUSE (SAFE HARBOR)**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SAMARITAN HOUSE, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for the purpose of providing Shelter Services to the residents of San Mateo County on July 1, 2007 through June 30, 2010; and

WHEREAS, the parties amended the Agreement to provide funding in the amount of \$100,000 for the operations of both the Emergency Shelter Program and the Transitional Housing Program due to the increase in shelter operating expenses for FY 2007-08.

WHEREAS, the parties now wish to further amend the Agreement to provide funding in the amount of \$812,130 for the remaining term of the Agreement.

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

1. Exhibit A - Program/Project Description – is replaced with Exhibit A1, (rev. [June 9, 2008]).
1. Exhibit B1 – Method and Rate of Payment - is replaced with Exhibit B2, (rev. [June 9, 2008]).
2. **All other terms and conditions of the Agreement dated June 5, 2007, between the County and Contractor shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Adrienne Tissier, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Samaritan House – Safe Harbor Shelter
1515 South Claremont Street
San Mateo, CA 94402

Kitty Lopez, Executive Director
Samaritan House (Safe Harbor Operations)

Date: _____

Exhibit "A1"
Program/Project Description

Samaritan House
Safe Harbor Shelter 2008-10

In consideration of the payments set forth in Exhibit "B", Contractor will provide the following services under the general direction of the Human Services Agency or authorized representatives:

Note: There are two Shelter programs: A. The Emergency Shelter Program, and B. The Transitional Housing Program.

A. Emergency Shelter Program

During the term of this Agreement, Contractor's Safe Harbor shall provide 30 Emergency beds. Clients who enter into the emergency shelter program shall be eligible to reside at the shelter for up to 60 days. Upon entry the client must meet with a shelter staff to complete an intake form. The client must agree to follow the shelter rules and will be given an appointment to meet with a shelter case manager. The clients in the emergency shelter will have access to a shelter case manager. Contractor shall ensure that clients are provided referrals to various resources including job training, job search assistance, substance abuse treatment, and physical and mental health services. Contractor shall ensure that all clients are offered an opportunity to develop an individualized case plan that will focus on helping them move to a more stable residence such as a transitional housing program, a substance abuse treatment program or their own apartment.

Intake Procedure

When the client arrives, the Safe Harbor staff will conduct the initial assessment and will complete an intake form for the client. The intake form will cover the following information: basic demographic data, history of homelessness, income information, health status, substance use, and a release of information consent form. The client shall be required to meet with the case manager to design an individualized case plan. Clients who fail to meet with their case manager to develop an individual case plan will be required to vacate Safe Harbor.

Availability Criteria/Length of Stay

Emergency beds shall be available on a day-to-day basis for San Mateo County homeless adult men and women and shall be secured through the use of vouchers distributed daily by the Core referral Agencies. Applicants will be permitted to arrive at the Shelter between 5:30 p.m. to 7:00 p.m. Arrivals after 7 p.m. must have prior approval.

Contractor shall provide clients residing in the Emergency Shelter program an opportunity to Receive case management services from a Safe Harbor case manager. Length of stay for emergency shelter program is from 1 to 60 days and is determined by progress on the clients' individualized case plan, contract compliance, and adherence to shelter rules. This plan may include returning to permanent housing, entering to Safe Harbor Transitional Housing program, or entering another designated program such as Project 90 or other transitional housing shelters. Extensions to the length of stay shall be considered on a case by case basis in the event that there is a waiting list for the transitional beds or other valid reasons to consider an extension.

Clients who fail to develop and follow their individualized case plan will be required to vacate Safe Harbor. Contractor shall ensure that clients required to vacate Safe Harbor are afforded the opportunity to appeal their dismissal to the Shelter Program Manager or to the Director of Program Operations.

Clients who may be required to vacate for failure to develop a case plan will have to wait 30 days to reapply. Clients required leaving for rules violations must also wait 30 days to reapply.

Contractor Participation

- Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE).
- Contractor shall participate with the County in the developing and implementing standards for shelter operations and standard responsibilities for building operations.
- Contractor shall participate in quarterly meetings with the County staff to ensure ongoing effective communication regarding Safe Harbor operations.
- Contractor shall participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.
- Contractor is receiving CDBG fund and agrees to complete and submit HUD required quarterly reports as stated in Exhibit F to ashirkhani@smchsa.org, electronically on the quarterly basis. HUD required quarterly reports will also be available electronically for Contractors to use.

Drug and Alcohol Policy

Clients with active drug and alcohol problems are encouraged to come to Safe Harbor. However, once the client is admitted he/she will be required to develop with his/her case manager an individualized case plan. The client will then be required to adhere to his/her case plan in order to continue to reside at Safe Harbor.

Operation Hours

All Safe Harbor clients shall be required to leave the shelter by 7 a.m. Only clients participating in the substance abuse treatment program are allowed to remain at the shelter during the week days, to participate in onsite treatment programs. Clients residing in either the shelter or transitional housing program are permitted to return to Safe Harbor after 5:30 p.m. Safe Harbor residents shall not be permitted on site before 5:30 p.m.

Curfew

Curfew for Safe Harbor clients is 7 p.m. If a client works or attends meetings, he/she needs to show verification and must get prior approval from their Case Manager. Verification and must get prior approval from their Case Manager.

B. Transitional Housing Program

During the term of this Agreement, Contractor's Safe Harbor shall provide 60 Transitional beds. The case plan will include steps the clients need to follow to become self sufficient. Clients in the transitional housing program will be provided with the support and the resources that needed to help them become self sufficient.

Intake Procedure

When the client arrives, the Safe Harbor staff will conduct the initial assessment and will complete an intake form for the client. The intake form will cover the following information: basic demographic data, history of homelessness, income information, health status, substance use, and a release of information/consent form. The client shall be required to meet with a case manager to design an individualized case plan. The client will be allowed to stay in the Transitional program up to six months provided that he/she follows the shelter rules and is actively following his/her case plan.

Availability Criteria/Length of Stay

Transitional beds are available on a referral basis for San Mateo County homeless adult men and women. Referrals to the transitional program will be accepted on the basis of the applicant's willingness and ability to develop and follow an individualized case plan.

Contractor shall ensure these clients have access to a case manager. With their case manager, these clients will be required to develop an individualized case plan. This plan may include the following: joining a substance abuse treatment program, job training, or job search. Each plan will have measurable steps that the client can take towards their goals. The final goal is moving into a more stable living situation, such as permanent housing, supportive housing, or a residential substance abuse treatment program.

The maximum length of stay for clients in the transitional housing program shall be six months and shall be determined by progress on the clients' case management plan, contract compliance, and adherence to the program rules. Extensions to the length of stay shall be considered on a case by case basis. Clients who fail to develop and follow their case plan will be asked to leave the program. Clients who do not follow their case plan may appeal their discharge to the Shelter Program Manager, or Director of Program Operations. Clients who have been asked to leave for failure to develop a case plan will have to wait 30 days to reapply. Clients who have been asked to leave for rules violations must also wait 30 days to reapply.

Contractor Participation

- Contractor shall participate in planning and utilization of the Homeless Management Information System (HMIS).
- Contractor shall participate with the County in the developing and implementing of standards for shelter operations and standard responsibilities for building operations.
- Contractor shall participate in scheduled quarterly meetings with county staff to ensure effective ongoing communication regarding Safe Harbor operations.

Drug and Alcohol Policy

Clients with active drug and alcohol problems are encouraged to come to Safe Harbor. However, once the client is admitted he/she will be required to develop with his/her case manager an individualized case plan. The client will then be required to adhere to his/her case plan in order to continue to reside at Safe Harbor.

Operation Hours

All Safe Harbor clients shall be required to leave the shelter by 7 a.m. Only clients participating in the substance abuse treatment program are allowed to remain at the shelter during the week days, in order to attend onsite treatment programs. Clients residing in either the shelter or transitional housing program are permitted to return to Safe Harbor after 5:30 p.m. Safe Harbor residents shall not be permitted on site until after 5:30 p.m.

Curfew

Curfew for Safe Harbor clients is 7 p.m. If a client works or attends meetings, he/she needs to show verification and must get prior approval from their Case Manager.

Exhibit B2
Method and Rate of Payment
Samaritan House
Safe Harbor Shelter - 2008-10

In full consideration of the services provided by the Contractor pursuant of this Agreement for the FY 2007-08, County shall pay the Contractor according to the payment schedule described below on a quarterly basis, not to exceed \$448,065 for the FY 2008-09, and \$364,065 for the FY 2009-10.

Fiscal Year	1st Quarter	2nd Quarter	3rd Quaretr	4th Quarter	Total
2008-09	\$ 112,016.25	\$ 112,016.25	\$ 112,016.25	\$ 112,016.25	\$ 448,065.00
2009-10	\$ 91,016.25	\$ 91,016.25	\$ 91,016.25	\$ 91,016.25	\$ 364,065.00

The County shall pay the Contractor within thirty (30) working days following receipt and approval of invoice by the Director of the Human Services Agency or his designee at the rate of payment set forth in the above, pursuant to the criteria set forth in Exhibit A of this Agreement.

Payment for the following years will be based on availability of funds and approval of this Agreement. In order to be eligible to receive the Community Development Block Grant (CDBG) funds for FY 2009-10, Contractor must apply upon receiving the Notification Of Funding Availability (NOFA) notice from the San Mateo County Department of Housing.

County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

