SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SHELTER NETWORK FOR THE MOTEL VOUCHER PROGRAM AND THE TRANSITIONAL HOUSING FOR FAMILIES WITH SPECIAL NEEDS PROGRAM

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day

of ______, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter

called "County," and SHELTER NETWORK, hereinafter called "Contractor";

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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 Motel Voucher Program and the Transitional Housing For Families With Special Needs Program services on June 5, 2007;

WHEREAS, the parties amended the Agreement on January 23, 2008 to revise the language in the Program/Project Description and revised the Method and Rate of Payment; and

WHEREAS, the parties now wish to further amend the Agreement to once again revise the Program/Project Description and Method and Rate of Payment.

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

- 1. Original Exhibit A1- Program/Project Description is replaced with Revised Exhibit A2, (rev. [April 15, 2008]).
- 2. Original Exhibit B1 Method and Rate Payment is replaced with Revised Exhibit B2, (rev. [April 15, 2008]).
- 3. 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 J. Tissier, Board of Supervisors, San Mateo County

Date:_____

ATTEST:

By:_____ Clerk of Said Board

Shelter Network 1450 Chapin Avenue, Second Floor Burlingame, CA 94010 Michele Jackson, Executive Director

Contractor's Signature

Date:_____

Exhibit A2 Program/Project Description Shelter Network Motel Voucher Program and Transitional Housing Program 2008-10

In consideration of the payments set forth in Exhibits "B1and B2", Contractor will provide the following services under the general direction of the Human Services Agency (HSA) Director of Shelter Services or his/her authorized representatives:

I. CLIENT SERVICES FOR FAMILIES:

A. Services - The Contractor will manage and coordinate the Motel Voucher Program by providing the following services:

- 1. Recruitment and retention of participating motels;
- 2. Negotiations of rate of payments for vouchers with participating motels;
- 3. Provide vouchers to clients and/or issue vouchers to participating motels;
- 4. Evaluations and referrals of clients to the participating motels not to exceed an average of seventeen (17) rooms per night based on available funding;
- 5. Receive invoices and pay motels upon use of the established voucher;
- Provide short term motel stay with access to transitional housing if appropriate to clients meeting HSA's requirements (term of stay will not exceed two weeks without the approval from HSA);
- 7. Establish partnerships with local landlords;
- 8. Provide housing related case management services to families, including education on:
 - a. How to look for and retain housing
 - b. How to be a good tenant
 - c. Money management;
- 9. Facilitate the entry to transitional housing for appropriate families;
- 10. Provide resources such as the Family Self-Sufficiency Team (FSST), Section 8, Moving to Work, Welfare to Work, and as available move-in expenses and furniture;
- 11. Attend FSST meetings when requested by HSA Case Managers; and
- 12. Establish regular communications with ongoing HSA Case Managers and Child Welfare Services Social Workers.
- 13. Provide ongoing list of families who are in the Motel Voucher Program to HSA.

- 14. Verify families' eligibility for the CalWORKs Sixteen Days Temporary Homeless Assistance (THA) through HSA prior to program entry.
- 15. Develop plans for the families who do not have existing history with HSA in order to connect these families to the eligible benefits.
- 16. Coordinate plans for the families who have current history with HSA through communication with the HSA Case Workers.

B. Transitional Housing for Families involved with Child Welfare Services and the Special Needs Program:

- 1. Transitional housing for families with special needs referred by HSA. (Special needs are those that impact the ability to secure housing, examples of which could include: families in drug or alcohol recovery, mental health treatment, domestic violence survivors, leaving incarceration, or any other similar situation);
- 2. Provide transitional housing (for 6 to 12 months) based on the need of the family and the case plan as established by HSA's Case Manager and the Contractor;
- 3. Utilize five (5) allocated units for the families with special needs who are involved in the Child Welfare Services;
- 4. Receive referrals for the special needs transitional housing program from HSA staff or from the Motel Voucher Program staff;
- 5. Provide supportive services appropriate to the needs of the family and in coordination with the case plan. Such services may include licensed childcare, transportation assistance to treatment programs, health services, supplemental parent education and other services as designated;
- 6. Work closely with HSA's Case Managers to ensure regular communications about families progress and modifications of case plans and court orders that may apply;
- 7. Contract Children and Families Services' "Hot Line" @ 1-800-632-4615, if there are any concerns with child safety.
- 8. Participate when necessary in case planning activities such as FSST and others as identified;
- 9. Provide appropriate staff training in order to address the range of supportive services needed by families with special needs;
- 10. Provide housing related services to secure safe and stable housing upon completion of the transitional housing program in accordance with HSA's case plan.

II. INCLEMENT WEATHER MOTEL VOUCHER FOR SINGLE INDIVIDUALS:

Inclement Weather Motel Voucher Services for Single Individuals - Contractor will administer and coordinate the motel voucher services by providing the following:

- 1. Receive referrals through Core Services Agencies and other agencies authorized by Human Services Agency Center on Homelessness;
- 2. Call shelters (Maple Street, Safe Harbor and InnVision) to see if there are any available vacancies. If there are available beds at the shelters, call the referral source to direct the clients to the appropriate shelter prior to issuing the motel vouchers;
- 3. Verify the client's eligibility and inform the client about the motel rules prior to issuing the motel vouchers;
- 4. Check motel room availability with participating motels for referred individuals;
- 5. Fax motel voucher authorizations to Ali Shirkhani (650 -596-3478) or designated personnel;
- 6. Provide motel vouchers to referred single individuals during inclement weather;
- 7. Receive invoices and pay motels upon use of established vouchers;
- 8. Provide a short term motel stay not to exceed beyond a three day period. Any extension beyond the permissible three day period must be approved by HSA's designated personnel; and
- 9. Provide approximately six hundred (600) motel nights during the period of time when the Inclement Weather Motel Voucher Services for Single Individuals is activated, not to exceed the maximum amount \$46,000 for the duration of the activated period.
- 10. Provide emergency short term shelter stay at Shelter Network's Maple Street Shelter and utilize eight (8) cots, not to exceed beyond a three day period. Any extension beyond the permissible three (3) day period must be approved by HSA's designated personnel.
- 11. Adhere to the activation announcement date and criteria set by HSA Center on Homelessness; and
- 12. Provide information regarding resources available in San Mateo County to clients.

III. HOPE Participation:

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 issues of homelessness.

Exhibit B2 Method and Rate of Payment Shelter Network Motel Voucher Program and Transitional Housing Program 2008 – 10

I. Payment For Motel Voucher Program For Families for FY 2008 - 10:

- A. For the Motel Voucher Program For Families, Contractor will be paid as follows (per Fiscal Year for the FY 2008-10):
 - 1. A maximum of \$476,865 (\$460,865 for direct motel expenses, \$14,000 for food and \$2,000 for transportation) as direct reimbursement for actual expenditures of motel vouchers used in the program. Payment will be by submittal and approval of monthly Invoices by the Director of HSA or his/her designee showing actual expense by month. Invoices must include the cost of food and transportation as separate line items. Contractor shall provide the County with monthly financial statements of voucher expenses within fifteen (15) days of the end of each month. All Invoices shall accompany the Monthly Client's Count Form as it is stated in Exhibit D. Invoices without Monthly Client's Count Form/Report will not be processed. The completed Monthly Client's Count Form will also be available/sent electronically to wgoldberg@smchsa.org and ashirkhani@smchsa.org, at the end of each pay period.
 - 2. Contractor shall receive the amount of \$11,814.25 per month, for the operating cost of the program which includes administrative cost for the Inclement Weather Motel Voucher Services. This amount includes:
 - Personnel cost of \$133,856 for the two FTE/Case Managers; and
 - General operation expenses/administrative cost of \$7,915 (utilities, maintenance, supplies, telephone expenses, mileage & travel, staff's training & recruiting, and interest cost of the building).

In any case the maximum total amount to be paid for such expenses will not exceed \$141,771.

B. For the Special Needs Transitional Housing Program, Contractor shall be paid as follows providing that the stipulations in Exhibit D have been met. Contractor shall be paid \$11,608.08 per month for the five (5) family units. In any case the maximum total amount to be paid for this program shall not exceed \$139,297. Contractor shall receive a one-time augmentation of \$34,750 for 1.25 additional housing units provided to families in Child Welfare System under this section for the FY 2007-08.

C. All payments to Contractor shall be made on a monthly basis provided the reports specified in Exhibit D of this Agreement have been provided by the Contractor to the County in a timely manner. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County shall state the specific nature of its objections to Contractor's work in writing. County shall also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party.

II. Payment For Inclement Weather Motel Voucher Services for Single Individuals For the FY 2008 - 2010:

- A. For the Inclement Weather Motel Voucher Services for Single Individuals, Contractor will be paid for the services performed in the Exhibit A1 section D as follows:
 - A maximum amount of \$46,000 as direct reimbursement for the actual expenditures of motel vouchers used for the services on the monthly basis and for the eight (8) cots allocated at the Maple Street Shelter. Contractor shall be reimbursed at the rate of \$180.00/night for each night that the Shelter's cots are requested.
 - Contractor shall provide the County with monthly invoices for voucher expenses for the Inclement Weather Program within 7 days of the end of each month.
 - All Invoices shall be followed by a monthly report including the client's information/unduplicated count and number of motel nights and vouchers.
 - 1. HSA Director may modify the payment terms specified above, but in no case shall the amount of payment to the Contractor exceed \$803,933.00 as set forth above per Fiscal Year, not to exceed the total amount of \$1,607,866 for the FY 2008-10 which include the 3% Cost of Business Increase (COBI) for the FY 2008-09.
 - 2. In any event the total obligation of this agreement shall not exceed the total amount of \$2,428,303 for the FY 2007-10 which includes the one-time augmentation of \$34,750 to the Families with Special Needs Program for the FY 2007-08.
- B. Payment for the following years will be based on availability of funds and approval of this Agreement. Funding for future years will be negotiated and in the form of an Amendment to the Agreement. County may

terminate this Agreement or a portion of the services referred to in Exhibit A1, 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.