

**THIRD AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SHELTER NETWORK**

THIS THIRD 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";

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; and

WHEREAS, on February 10, 2009, the parties hereto under Agreement 61000-09-C215 entered into an agreement, (the "Original Agreement"), for the furnishing of shelter to qualifying offenders by Shelter Network to County, as set forth in that Agreement; and

WHEREAS, on June 16, 2009, the under Resolution 070209 the Original Agreement was amended to increase funding in the amount of \$72,500, for a new maximum obligation of \$125,000, and to extend the term to January 1, 2009 through June 30, 2010; and

WHEREAS, on March 23, 2010, the parties in a Second Amendment under Resolution 070667 increased the funding in the amount of \$84,000 to incorporate a re-entry system to reduce recidivism among County jail inmates, for a new maximum obligation of \$209,000, and extended the term to January 1, 2009 through June 30, 2011; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties to increase the funding by the amount of \$95,000 for Housing Subsidy Funding services, for a new maximum obligation of \$304,000, and no change to the term January 1, 2009 through June 30, 2011 .

NOW, THEREFORE, the Original Agreement is hereby amended to read as follows:

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this Agreement shall not exceed THREE HUNDRED FOUR THOUSAND DOLLARS (\$304,000), for the contract term.

2. Exhibit A2 – Description of Services is hereby deleted in its entirety and replaced with Exhibit A3, attached hereto.
3. Exhibit B1 – Payments and Monitoring Procedure, is hereby deleted in its entirety and replaced with Exhibit B2, Payments, Rates of Payments and Monitoring Procedures attached hereto.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. The Original Agreement between the parties dated February 10, 2009, as amended by a First Amendment on June 16, 2009, and by Second Amendment on March 23, 2010, is amended as set forth herein.
2. This Third Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement unless expressly deleted, modified, or otherwise superseded in this Third Amendment shall continue to be binding on all parties hereto.

This Third Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated February 10, 2009, as amended by a First Amendment on June 16, 2009, and by a Second Amendment on March 23, 2010 and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this Third Amendment shall not be effective unless set forth in a writing executed by both parties.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SHELTER NETWORK

By: _____
Michelle Jackson, Executive Director

Date: _____

EXHIBIT A3 – DESCRIPTION OF SERVICES
SHELTER NETWORK

Contractor will provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. Contractor will give priority admission to San Mateo County residents and who are referred by County Behavioral Health and Recovery Services (BHRS) and Alcohol and Drug Services (AOD). Contractor will provide the following services to clients who meet Alcohol and Drug Services (AOD) treatment and recovery services criteria in the following priority populations and service modalities. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

I. Services

Contractor will provide the following alcohol and drug treatment and recovery services:

A. SACPA/OTP Funded Services

Contractor will provide alcohol and drug treatment and recovery fee for services as follows:

1. Shelter beds will be made available for homeless SACPA/OTP clients who are concurrently active in substance abuse treatment. Clients who are not enrolled in a treatment program for services are ineligible for a shelter bed.
2. Shelter Network will coordinate and communicate with the client and treatment provider to assure coordinated case planning, care, and treatment discharge planning prior to completion of treatment. Immediate discharges for health and safety issues are excluded.
3. Shelter Network shall notify AOD of unplanned discharges immediately.
4. Services will include all standard shelter case management services. Shelter Network will coordinate case planning and linkages with treatment provider.
5. Clients receiving narcotic replacement therapy (NRT) will be assisted in daily dosing through the provision of transportation.

B. AOD Housing Subsidy Services For Homeless and Second Chance Act Re-entry Clients
Contractor will provide alcohol and drug treatment and recovery services as follows:

1. Assess clients need and suitability for AOD housing subsidy and case management services.
2. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
3. Develop, with client input, a financial case plan for the use of housing subsidy funds and eventual self-sufficiency. The plan must be signed by the client, recorded on AOD Housing Subsidy Utilization Plan form, and shall be transmitted to AOD.

4. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by client.
 5. Work closely with AOD to monitor progress and be an active participant in continued program development.
 6. Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization of this funding source.
- C. Housing Subsidy for AOD Authorized Clients and Second Chance Act Re-entry Clients
1. Homeless clients referred by treatment providers will be case managed by their treatment provider.
 2. Referring treatment provider will submit subsidy requests to AOD for approval.
 3. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.
- D. Housing for Families at Haven House for clients who have been referred by the San Mateo County Re-entry team or designee.

Second Chance Act Housing Services shall include:

1. Shelter Network will provide one unit of Transitional Housing Unit for Families referred by the Re-entry Case Manager for 6-12 months based on the need of the family and the case plan as established by the Re-entry team and the Contractor.
2. Provide supportive services appropriate to the needs of the family in coordination with the family case plan. Services may include licensed childcare, transportation assistance, health services, parent education and other services as designated and agreed to by the case manager and Contractor.
3. Assure regular communication with the Re-entry case manager/team regarding progress and necessary plan modifications and or legal requirements.

EXHIBIT B2
PAYMENTS, RATES OF PAYMENTS AND MONITORING PROCEDURES
SHELTER NETWORK

I. PAYMENTS AND RATES OF PAYMENTS

In full consideration of the services provided by Contractor, the total amount for community-based partnership services contained in Exhibit A3 is THREE HUNDRED FOUR THOUSAND DOLLARS (\$304,000) for the contract term.

All payments under this Agreement must directly support services specified in this Agreement. From the aggregate funds, the County shall pay Contractor at the following rates:

- A. SACPA/OTP Funded Services – FOR FY 2009-10 ONLY
 \$50.00 per day bed rate for a total amount not to exceed \$30,000 during FY 2009-10.
- B. Housing Subsidy Funds
 - 1, Total Housing Subsidy Funds shall not exceed \$150,000; \$95,000 for FY 2009-10, and \$95,000 for FY 2010-11, including 3% (\$4,500) for Administrative Overhead, during the term of this Agreement,
 - 2. Case Management Funds will be provided by Contractor and are reimbursable at a maximum of \$35.00 per hour, including mileage and other costs, and shall not exceed \$40,000 during the term of this Agreement.

January 1 2009 - June 30, 2010

	Funding amount	Rate
Housing Subsidy Clients	\$75,000	
Case Management Clients	20,000	\$35.00
TOTAL	\$95,000	

July 1, 2010 - June 30, 2011

	Funding Amount	Rate
Housing Subsidy Clients	\$75,000	
Case Management Clients	20,000	\$35.00
TOTAL Allocation	\$95,000	

- 3. By funding source, billing for Housing Subsidy clients shall include Name and date of birth of client receiving subsidy, subsidy agreement/monthly record and requested amount. Identify the client payment, the subsidy payment and the total amount expected to be paid out over the subsidized period.
- 4. Monthly/Quarterly reporting of clients served, cost per client and whether clients are housed or un-housed.

5. Total amount requested for subsidy.
6. Quarterly amount requested for Administrative costs.
7. Total amount billed per month.

Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.

C. Second Chance Re-entry Funds

Assist homeless clients with alcohol and drug issues to obtain housing.

Reimbursable expenses shall not exceed \$64,000 during the term of this Agreement, for Housing Subsidy and \$20,000 for a Transitional Housing Unit at Haven House for Achieve 180 referrals.

D. Contractor's Billing

Contractor will submit itemized bills and invoices statements by the tenth (10th) day of the month following the month during which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment. Billing for SACPA/OTP clients shall include:

1. Name and date of birth of client receiving SACPA/OTP funded services.
2. Treatment provider name.
3. Date(s) that services were provided.
4. Total amount billed per month.

F. Required Fiscal Documentation

1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services Administration for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Manual.

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Shelter Network	Phone:	(650)685-5880
Contact Person:	Michele Jackson, Executive Director	Fax:	
Address:	1450 Chapin Avenue, 2nd Floor Burlingame, CA 94010		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title