BOS AGREEMENT NO. 19-237-AI

AMENDMENT TO BOARD OF SUPERVISORS AGREEMENT NO. 19-237

This Amendment to BOS Agreement No. 19-237 is entered into this <u>20</u> day of <u>April</u>, 2020, by and between the COUNTY OF MENDOCINO, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and **Mendocino Coast Hospitality Center**, hereinafter referred to as "CONTRACTOR".

WHEREAS, BOS Agreement No. 19-237 was entered into on July 1, 2019; and

WHEREAS, upon execution of this document by the Chair of the Mendocino County Board of Supervisors and CONTRACTOR, this document will become part of the aforementioned contract and shall be incorporated therein; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the amount set out in original BOS Agreement No. 19-237, from \$95,039 to \$139,697; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to revise Exhibit A – Definition of Services to better define services provided under BOS Agreement No. 19-237; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to revise Exhibit B – Payment Terms to issue an additional one-time payment for emergency shelter services, and increase funds available for staffing; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to update Attachment 1 – Invoice and Reports to match the changes made in Exhibit A and Exhibit B; and

WHEREAS, CONTRACTOR will continue to provide emergency shelter and resource services to the General Assistance and indigent population in Fort Bragg and Mendocino Coast region.

NOW, THEREFORE, we agree as follows:

- 1. The amount set out in original BOS Agreement No. 19-237 will be increased from \$95,039 to \$139,697.
- 2. The Exhibit A Definition of Services has been revised and a new Exhibit A is attached herein.
- 3. The Exhibit B Payment Terms has been revised and a new Exhibit B is attached herein.
- 4. The Attachment 1 Invoice and Reports has been revised and a new Attachment 1 is attached herein.

All other terms and conditions of BOS Agreement No. 19-237 shall remain in full force

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Varkei Xemerix

Bekkie Emery, HHSA Assistant Director/ Social Services Director

Date: March 15, 2020

Budgeted: Yes No Budget Unit: 5190 Line Item: 86-3112 Org/Object Code: GR Grant: Yes No Grant No.: COUNTY OF MENDOCINO

COUNTY OF WIENDOCINO

By:

JOHN HASCHAK, Chair BOARD OF SUPERVISORS

Date:

ATTEST: CARMEL J. ANGELO, Clerk of said Board

B Deputy

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J ANGELO, Clerk of said Board

Deputy

INSURANCE REVIEW

Bv:

Risk Management

372472020 Date:

CONTRACTOR/COMPANY NAME

By: Carla Harris, Executive Director

Date: 3/10/20

NAME AND ADDRESS OF CONTRACTOR:

Mendocino Coast Hospitality Center P.O. Box 2168 Fort Bragg, CA 95437 707-961-0172 carla@mendocinochc.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS, Acting County Counsel

Charlotte Scott By:

Deputy

Date: 3/24/2020

EXECUTIVE OFFICE/FISCAL REVIEW: MOIO By: Deputy CEO 3/24/2020 Date:

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; **\$50,001+ Board of Supervisors** Exception to Bid Process Required/Completed A <u>EB# 20-98</u> Mendocino County Business License: Valid Exempt Pursuant to MCC Section:

EXHIBIT A

DEFINITION OF SERVICES

I. RESOURCE ALLOCATION PRIORITIES BY COHORTS

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CONTRACTOR agrees to prioritize services by cohorts of individuals and families as defined in Attachment 2, and to adhere to the following allocation of resources for all services funded through this Agreement:

C	COHORT AS DEFINED IN ATTACHMENT 2	RESOURCE		
1.	Families with Children Experiencing Homelessness	First Priority		
2.	Homegrown and Local Individuals Experiencing Homelessness	Second Priority		
3.	Established Residents Experiencing Homelessness (other than Homegrown)	Third Priority		
		Fourth Priority		
4.	Out of Town Individuals Experiencing Homelessness (excluding Mendocino County GA recipients and/or those receiving APS services through Mendocino County)	Services limited to no more than four (4) days in six months and seven (7) days per calendar year.		
5.	Non HUD-defined Individuals traveling through Mendocino County	This Agreement does not provide funding for services to this cohort.		

II. CONTRACTOR'S RESPONSIBILITIES:

A. SERVICES – Respecting the priorities and limitations listed above, CONTRACTOR shall provide the following assistance and services: HOMELESSNESS PROGRAMS – For those individuals experiencing homelessness and who meet the criteria for cohorts 1, 2, and 3 of Section I above:

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- a. Provide accommodations for four (4) Emergency Shelter beds for adult recipients of General Assistance (GA) and/or Adult Protective Services (APS), available twenty-four (24) hours per day for each day the shelter is open.
- b. Provide local phone access, mail delivery, and other amenities to benefit those experiencing homelessness.
- c. Outreach to those experiencing homelessness with the goal of engaging them in available services.
- d. House individuals experiencing homelessness in emergency shelter.
- e. Collect, input, and use required Homeless Management Information System (HMIS) information and Coordinated Entry (CE) documentation and process for determining priority and providing appropriate services to clients, as approved by Mendocino County Homeless Services Continuum of Care (MCHSCoC) and Health and Human Services Agency (HHSA).
- f. Complete in-take forms including HMIS required components, and enter relevant information into HMIS within the first twenty-four (24) hours of guest contact. Individuals choosing not to participate in the assessment are limited to a maximum of two (2) days and three (3) bed nights per month, dependent on availability.
- g. Complete Vulnerability Index Services Prioritization Decision Assistance Tool (VI-SPDAT), or other HHSA approved assessment tool, attach to guest's electronic file, and enter into the CE system, within seventy-two (72) hours of initial contact.
- B. SHELTER SERVICES AND ACTIVITIES For those individuals experiencing homelessness and who meet the criteria for cohorts 1, 2, and 3 of Section 1 above and for individual adult recipients of Mendocino County General Assistance (GA) benefits and/or individuals receiving services through Mendocino County Adult Protective Services (APS):
 - 1. Provide Year Round Shelter and Services
 - Increase capacity to provide emergency shelter and services to support those experiencing homelessness in acquiring and sustaining permanent housing.

- b. Maximize utilization of all shelter beds, as practicable. If shelter beds are not fully utilized, the parties will renegotiate the payment terms.
- c. Nutritious meals for non-resident individuals.
- d. Shower facilities.
- e. Laundry services for non-resident individuals.
- 2. Provide extensive case management, tracking and reporting of each individual's progress towards stabilization and permanent housing. Trained staff will provide services to individuals and families struggling with homelessness, mental health, substance abuse, family welfare, educational related, employment related, or life skills issues, and develop a case plan to include goals of safe and stable transitional or permanent housing.
- 3. For those individuals who meet the criteria for cohort 4 of Section I above:
 - Provide temporary services and assistance, based on prioritization in Section I above, for no more than four (4) days in six (6) months and seven (7) days per calendar year.
 - b. Provide motel or camping vouchers for disabled individuals who would be prioritized for shelter, but for whom the main sleeping area is not appropriate. Camping voucher to be used at legally established campgrounds in the business of hosting people camping. Provide motel vouchers as necessary to shelter families with children under the age of 16, who would be prioritized for shelter, but for whom the main sleeping area facility is not appropriate.
 - i. Link those families to additional services, care and casemanagement within ninety-six (96) hours of initial contact:
 - Families are required to apply for available programs/resources within HHSA, Social Services no later than the first full business day following entry in the shelter. Guests choosing not to actively participate in case-management services are limited to no more than four (4) days of services in six (6) months and seven (7) days per calendar year;
 - 2. Vouchers for hotels/motels will only continue past the first business day following entry in the shelter for those families that provide denial notices from HHSA Social Services for housing support programs.

- 3. Emergency housing for individuals shall not be authorized in excess of the number of rights necessary for COUNTY to determine GA or other benefit eligibility.
- ii. Each individual must have an Individual Housing Plan established with the Shelter staff within the first seven (7) days from initial admission.
 - 1. Each guest must provide proof of an established relationship with a case-manager within the first four (4) days from initial admission.
 - 2. Individuals must actively participate in carrying out their Individual Housing Plan.
- C. COORDINATION WITH OTHER AGENCIES CONTRACTOR SHALL:
 - 1. Collaborate with partners to provide on-site services aimed at engagement and progress toward permanent sustainable housing and personal wellbeing.
 - 2. Collaborate with partners for off-site outreach to those experiencing homelessness with the goal of engagement in available services.
 - 3. Collaborate with GA and APS Staff to ensure individual cooperation with GA and APS case plans.
 - 4. Coordinate with HHSA Social Services, to engage families to enroll in the California Work Opportunities and Responsibility to Kids (CalWORKS) Housing Support Program. Work with individuals to determine eligibility for the Home Safe APS Homeless Prevention Program, the Housing and Disability Advocacy Program (HDAP) and other services that may be available based on eligibility criteria (e.g., Whole Person Care, Specialty Mental Health Services, and Substance Abuse Treatment services).
 - 5. Allow partner agencies scheduled access to the facility to offer appropriate services such as vaccinations, basic medical assessments, information about applicable programs, etc.
 - 6. Maintain active membership and participate in MCHSCoC meetings and all recommended trainings.
 - 7. Work with other agencies to assist individuals with integration into the GA program, and other services to achieve self-sufficiency.

D. REPORTS

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- 1. Submit the following reports with each invoice (Attachment 1):
 - a. Invoice Spreadsheet
 - b. Report 1: GA and APS Client Bed Night Count:
 - i. Itemized number of individuals receiving or denied services.
 - ii. Number of motel vouchers issued.
 - iii. Number of individuals denied shelter.
 - iv. Number of individuals who fall into categories 1, 2, and 3 of Section I above (with an attached list by full name).
 - v. Number of individuals who fall into category 4 of Section I above (with an attached list by full name).
 - c. Report 2: Client Bed Night Count
 - d. Report 3: Description of Capacity Building Efforts:
 - i. Document efforts undertaken to increase the capacity to provide services.
 - Report 4: Number of individuals and families graduating to transitional or permanent housing for each category (pursuant to Section II, Item B.1.a above).

E. OTHER CONDITIONS AND RESPONSIBILITIES - CONTRACTOR shall:

- 1. Develop and maintain policies and procedures that address:
 - a. Eligibility criteria for occupancy, discharge and uniform application.
 - b. The rights and dignity of guests to fair and unbiased application of house rules, second chances, and grievances.
 - c. House rules of the facility and consequences of not observing the rules, including the requirement that persons served under this Agreement shall observe the rules of the facility and may be denied services if they do not.
 - d. Right to refuse services to any person(s)exhibiting abusive, threatening, or dangerous behavior or with a history of the same.
- 2. Maintain and operate facility in a safe and sanitary condition to meet local permit conditions (Attachment 3) as well as all applicable federal, state, and local codes and licensing regulations.

- 3. Maintain an incident log that accurately documents all incidents, regardless of type, including those involving building and grounds, animals, neighbors, staff, and individuals.
 - a. Make logs available for review by local law enforcement when responding to an incident at the site.
- 4. Provide qualified supervision staff accessible to clients during shelter hours and accurate outgoing voicemail information during hours when staff is not on site.
- 5. Allow partner agencies scheduled access to the facility to offer appropriate services such as vaccinations, basic medical assessments, information about applicable programs, etc.
 - a. Guests choosing not to actively participate in case-management services are limited to a maximum of two (2) days and three (3) bed nights per month, dependent on availability.
- 6. Work with individuals and families who are not from Mendocino County to encourage them to connect with family, friends, and other potential supports within their home communities.
- 7. Participate in yearly trainings as follows:
 - a. Motivational Interviewing, to be attended by supervisors, the Executive Director, and staff who work directly with clients.
 - b. Other Trauma Informed trainings directly related to working with individuals and families who are experiencing homelessness.
 - c. Other appropriate training as required by COUNTY.
- 8. Maintain confidentiality of client files.
- 9. Write at least two (2) Press Releases each contract year, incorporating the collaboration efforts in this contract between the CONTRACTOR and COUNTY, ensuring that both parties are recognized for their efforts:
 - a. Press releases will be submitted to HHSA_Media@mendocinocounty.org a minimum of four (4) days prior to print in the local newspaper.
 - b. Submit press releases to local media.
 - c. Other publications, such as an agency's newsletter, that are sent out to consumers will fulfill the same press release requirements.

III. COUNTY shall provide:

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- A. Consistent written method by which GA and APS staff will refer persons under this Agreement.
- B. Training on GA, APS, and other Agency activities and procedures for CONTRACTOR's staff and volunteers.
- C. Appoint a representative of GA and APS to act as a liaison with the CONTRACTOR for housing services.
- D. Payment according to the criteria of the invoice/reports (Attachment 1) and the attached Budget (Exhibit B).
- E. HMIS Lead staff as trainer and support for collection of data required for reporting purposes.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

- A. COUNTY will pay CONTRACTOR for satisfactory provision of services as defined by Exhibit A.
- B. Services furnished under this Agreement will be reimbursed as per the following budget:

Services	Cost Per Month	Maximum Dollars Per Year
		400.770
Payment to be issued upon contract approval	One Time Payment	\$29,772
EMERGENCY SHELTER		
Emergency Shelter Beds	\$2,062.50	\$24,750
Capacity Building	\$4,730.08	\$56,761
Staffing:	\$1,127.33	\$13,528
July 2019-December 2019		
Staffing:	\$2,481.00	\$14,886
January 2020-June 2020 CONTRACT TOTAL:		\$139,697

- C. CONTRACTOR will submit claims and reports using the electronic invoice provided by the Health and Human Services Agency (Attachment 1).
 - 1. CONTRACTOR will submit invoices by the twentieth (20th) day of the month for services provided to clients in the previous month.
 - 2. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of the late invoice.
 - 3. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
- D. This is a limited project and CONTRACTOR should make no assumption of continued funding from the COUNTY for this purpose at the end of this contract period.

Payments under this Agreement shall not exceed One Hundred Thirty-Nine Thousand Six Hundred Ninety-Seven Dollars (\$139,697) for the term of this Agreement.

[END OF PAYMENT TERMS]

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Attachment 1 INVOICE & REPORTS

1: 1

MENDOCINO COAST HOSPITALITY CENTER, INC. – VENDOR # 7964 2019-2020 CONTRACT NUMBER: BOS #

Vendor Send to **Mendocino Coast** Debbie Worra, Sr. Program Specialist **Hospitality Center** Mendocino County HHSA, Adult and Aging Services P.O. Box 2168 P.O. Box 839, Ukiah, CA 95482 Fort Bragg, CA 95437 707 463-7883 or email to: worrad@mendocinocounty.org **GA Monthly Invoice for Total Amount of Invoice** \$0.00 **JULY 2019** Report **Contract Number** Required **Budget Unit** Spreadsheet and Reports Required with Invoice Amount Account String **EMERGENCY BED NIGHTS** 2 Contract Rate: \$24,750 BOS # **CAPACITY BUILDING-GA** 5190 1,3&4 Contract Rate: \$56,761 86-3112 STAFF-GA BOS # Contract Rate: \$28,414 5190 GR 863112 \$0.00 And GA Spreadsheet TOTAL

l Hereby Certify The Services Described Above Have Been Performed and No Prior	I Hereby Certify The Services Described Above Were Necessary for Use by the				
Claim Has Been Presented for Said Services.	Department				
Executive Director	Kelsey Rivera, Deputy Director				
Mendocino Coast Hospitality Center	Adult and Aging Services				
Date	Date				

Attachment 1 – Page 2

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Mendocino Coast Hospitality Center GA Contract BOS #	2019-20 Amount	Monthly	July	Aug	Sept	Oct	Nov
Emergency Shelter							
Emergency Shelter Beds	\$24,750.00	\$2,062.50					
Capacity Building	\$56,761.00	\$4,730.08					
Staffing (July 2019 to December 2019)	\$13,528.00						
Staffing (January 2020 - June 2020)	\$14,886.00	\$2,481.00					
Total Emergency Shelter	\$109,925.00	\$9,273.58	0.00	0.00	0.00	0.00	0.00
Total MCHC GA	\$109,925.00	\$9,273.58	0.00	0.00	0.00	0.00	0.00

Dec	Jan	Feb	March	April	May	June	Total D-O	Remaining Funds	Contract Used
							0.00	24,750.00	0%
							0.00	56,761.00	0%
							0.00	14,886.00	0%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	81,511.00	0%
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	109,925.00	0%

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	July	2019		
Report 1		Fill in All A	reas in Yellov	N
Motel Vouchers Provided				
Adults 59 or Less		Total Number of	Total Number of	Total Voucher Dollars
Adults 60 and Over	0	Persons	Nights	
Children Under 18	0			
Adults 59 or Less with Children Under 18	0		0	0
Adults 60 and Older with Children Under 18	0			
Number Denied Shelter				
Adults 59 or Less	0			Total Number of
Adults 60 and Over	0		1.22	People
Children Under 18	0			
Adults 59 or Less with Children Under 18	0			0
Adults 60 and Older with Children Under 18	0			

Attachment 1 – Page 4

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REPORT 2: CLIENT BED NIGHT COUNT MENDOCINO COAST HOSPITALITY CENTER July 2019

						For County U	se Only
	Client Name	Referral Type: GA or APS	Dates in Residence From to	# Nights Nights	Veteran Yes/No	Program Eligibility	Bed Nights Approved
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17					•	and the second	
18							
19							
20							
21							
22							
23							
	Total GA Referrals:		Total Nights	0	Арр	roved	
	Total APS Referrals:				•		

MENDOCINO COAST HOSPITALITY CENTER JULY 2019

REPORT #3 - CAPACITY BUILDING EFFORTS DESCRIBED DESCRIPTION OF CAPACITY BUILDING EFFORTS

Please type one paragraph in each box instead of all text in one box.

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REPORT 4: COHORT REPORTING MENDOCINO COAST HOSPITALITY CENTER

July 2019

COHORT CATEGORIES	Number of Individuals Moved to Transitional Housing	Number of Individuals Moved to Permanent Housing
1: Families with Children Experiencing Homelessness		
2: Homegrown and Local Individuals Experiencing Homelessness		
3: Established Residents Experiencing Homelessness (other than Homegrown)		
4: Out of Town Individuals Experiencing Homelessness (excluding Mendocino County GA recipients and/or those receiving APS services through Mendocino County)		