

**AMENDMENT TO COUNTY OF MENDOCINO  
STANDARD SERVICES AGREEMENT NO. SS-19-084, PA 20-86**

This Amendment to Agreement No. SS-19-084, PA 20-86 is entered into this **8th** day of **April**, 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, Agreement No. SS-19-084, PA 20-86 was entered into on March 16, 2020; and

WHEREAS, upon execution of this document by COUNTY 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 extend the termination date set out in the original Agreement No. SS-19-084, PA 20-86, from April 7, 2020 to May 1, 2020; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to increase the original amount set out in Agreement No. SS-19-084, PA 20-86 from \$15,856 to \$50,000; and

WHEREAS, it is the desire of CONTRACTOR and COUNTY to replace Exhibits A (Definition of Services) and B (Payment Terms) set out in the original Agreement No. SS-19-084, PA 20-86 with new Exhibits A and B attached herein; and

WHEREAS, COUNTY desires to retain CONTRACTOR for its emergency shelter services in Fort Bragg and the Mendocino Coast region during the COVID-19 pandemic.

NOW, THEREFORE, we agree as follows:

1. The termination date set out in the original Agreement No. SS-19-084, PA 20-86 will be extended from April 7, 2020 to May 1, 2020.
2. The amount set out in the original Agreement No. SS-19-084, PA 20-86 will be increased from \$15,856 to \$50,000.
3. Exhibits A (Definition of Services) and B (Payment Terms) set out in the original Agreement No. SS-19-084, PA 20-86 will be replaced with new Exhibits A and B attached herein.

All other terms and conditions of Agreement No. SS-19-084, PA 20-86 shall remain in full force and effect.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Tammy Moss Chandler  
Tammy Moss Chandler, HHSA Director

Date: 4/6/20

Budgeted: ☒ Yes ☐ No

Budget Unit: 5190

Line Item: 86-3112

Org/Object Code: GRCVD19

Grant: ☐ Yes ☒ No

Grant No.:

CARMEL J. ANGELO, Chief Executive Officer

By: Jonelle Rawn  
PURCHASING AGENT

Date: 4/8/2020

INSURANCE REVIEW:

By: Carmel J. Angelo  
Risk Management

Date: 4/8/2020

EXECUTIVE OFFICE/FISCAL REVIEW:

APPROVAL RECOMMENDED

By: Darcie Antle  
Deputy CEO

Date: 4/8/2020

CONTRACTOR/COMPANY NAME

By: Carla Harris  
Carla Harris, Executive Director

Date: 4/7/20

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

By: Charlotte Scott  
Deputy

Date: 4/8/2020

Signatory Authority: \$0-25,000 Department; \$25,001- 50,000 Purchasing Agent; \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☒ EB# 20-121

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: \_\_\_\_\_

## **EXHIBIT A**

### **DEFINITION OF SERVICES**

#### **I. CONTRACTOR shall provide the following services:**

##### **A. Coast Emergency Winter Shelter Access:**

1. As a result of Mendocino County's Public Health Officer advisory, operation of the emergency winter shelter will commence no later than March 16, 2020, and run through May 1, 2020, to ensure the health, safety, and wellbeing of our community during the COVID-19 pandemic.
  - i. Daily hours of operation will be from 5:00 p.m. through 8:00 a.m. the following morning.
  - ii. Beginning April 7, 2020, the Coast Emergency Winter Shelter will move to a single location, anticipated to be the Motel 6 in Fort Bragg.
2. Provide access to shelter for individuals and families experiencing homelessness on the Mendocino County coast:
  - i. House homeless individuals in Coast Emergency Winter Shelter (CEWS) designated site, or provide motel or camping vouchers as appropriate.
  - ii. Provide motel vouchers as necessary to shelter families with children under the age of 16, the elderly, or severely disabled individuals who would be prioritized for shelter, but for whom the facility is not appropriate:
    - a. Link these families and individuals to additional services, care and case-management within forty-eight (48) hours of initial contact.
  - iii. Maximize utilization of all existing shelter beds, as practicable.
3. Program Eligibility:
  - i. Individuals and families with an established residence (Established) in Mendocino County:
    - a. Adult individuals as defined by U.S. Department of Housing and Urban Development (HUD), or who are doubled up, couch surfing or otherwise residing in a situation that may be terminated at any time by those allowing them to use space not legally belonging to them, or families with children as defined by McKinney-Vento, who have one of the following:
      1. Had a permanent job in Mendocino County before entering homelessness,

2. Family in Mendocino County (either living or deceased), or
  3. Attended High School in Mendocino County (head of household).
- b. Established participants may not use CEWS services for more than a total of five (5) nights per season, without commitment to a case-management plan.
- c. Established participants engaged in active case-management inclusive of street graduation as a primary goal, may use the program on any qualifying night.
- ii. Individuals and families without an established residence (Not Established) in Mendocino County:
  - a. Adult individuals as defined by HUD, or families with children as defined by McKinney-Vento, who:
    1. Did not/do not have a permanent job in Mendocino County before entering homelessness,
    2. Did not/do not have family in Mendocino County (either living or deceased), or
    3. Did not/do not attend High School in Mendocino County (head of household).
  - b. Not Established participants are limited to one (1) night of CEWS services per season.
4. Exceptions:
  - i. Adult individuals as defined by HUD, or families with children as defined by McKinney-Vento, who are Not Established and:
    - a. Are confident that Mendocino County is where they are most likely to recover from homelessness and transition into sustainable permanent housing and willing to engage in services to this end; or
    - b. Need assistance while arrangements are made to connect them with people in the community most likely to support their recovery from homelessness and transition into sustainable permanent housing and willing to engage in services while arrangements are made for their safe return home.
      1. The receiving agency must provide assistance in making arrangements for a safe return home, including contacting



appropriate persons on the other end and arranging for the most efficient means of travel.

- ii. Individuals and families that meet the above exceptions may receive up to three (3) nights of CEWS services per season.

B. Engage with sheltered individuals and families by:

1. Providing case management support, tracking and reporting of individual's progress towards stabilization and permanent housing. A case manager will provide services to individuals or families that are currently homeless at the CEWS, as well as connect them to services to address; mental health, substance abuse, family welfare, educational, employment related, or life skills issues.
2. Develop a case plan to include goals of safe and stable permanent housing and plans to achieve this goal.
3. Limiting services to individuals choosing not to actively participate in case-management to a maximum of two (2) days and two (2) bed nights per quarter, dependent on availability.

C. Coordinate with Other Agencies:

1. 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 individuals, as approved by the Mendocino County Homeless Services Continuum of Care (MCHSCoC).
  - i. Complete in-take forms including HMIS required components and enter into the HMIS within the first twenty-four (24) hours of contact with individual.
    - a. Complete Vulnerability Index – Service Prioritization Decision Assistance Tool (VI-SPDAT), or other MCHSCoC approved assessment tool, attached to individual's electronic file and enter (for each individual) information into the CE System, within seventy-two (72) hours of initial contact.
2. Maintain active membership and participate in the MCHSCoC meetings and all recommended trainings.

D. Other Contractor Conditions and Responsibilities:

1. Develop and maintain policies and procedures that address:
  - i. Eligibility criteria for occupancy, discharge and their uniform application.

- ii. The rights and dignity of individuals to the fair and unbiased application of house rules, second chances and grievances.
  - iii. Require that persons served under this Agreement shall observe the house rules of the shelter facility and may be required to leave the facility if they do not observe the rules.
  - iv. The right to refuse emergency shelter services to any person(s) exhibiting bizarre or abusive behavior or with a history of same behavior.
- 2. Maintain the facility in a safe and sanitary condition to meet all applicable 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.
- 4. Establish and maintain a ban list of people who engage in any of the following behaviors: substance abuse at the CEWS, violence or verbally abusive language prior to staging, during staging or during the operation of the CEWS.
- 5. Allow logs and ban lists to be made available for review by local law enforcement when responding to an incident at the site.
- 6. All client pets shall be kenneled during the CEWS operating hours.
- 7. Provide accurate outgoing voicemail information during hours when staff is not on site.
- 8. Allow partner agencies scheduled access to the facility to offer appropriate services such as vaccinations, basic medical assessments, information about pertinent programs, etc.
- 9. Recruit and maintain a staff that is appropriately trained for services and other outreach activities, ensuring that at least one employee is present if there are twelve (12) or fewer guests; and two employees shall be present if there are more than twelve (12) guests.
- 10. Maintain confidentiality of client files.

E. Reporting:

- 1. Submit the following reports (Attachment 1) with invoice:
  - i. Report 1: Motel Vouchers and Number Denied Shelter:
    - a. Itemize number of persons receiving or denied services

- b. Motel vouchers
  - c. Denied shelter
- ii. Report 2: Client Bed Night Count
  - a. Itemize number of persons residing in shelter
  - b. Dates of residence and number of nights person stayed
  - c. Referral Date and type
- iii. Report 3: Description of Capacity Building Efforts:
  - a. Document efforts undertaken to increase the capacity to provide services.

II. COUNTY shall:

- A. Provide HMIS Lead staff as trainer and support for collection of data required for reporting purposes.
- B. Provide payment according to the criteria of the invoice/reports and the attached Budget (Exhibit B).
- C. Appoint a representative of Health and Human Services Agency to act as a liaison with the CONTRACTOR for housing and homelessness related services.
- D. Provide a one-time payment to CONTRACTOR for Initial Operation Costs upon execution of this Agreement.

[END OF DEFINITION OF SERVICES]

## EXHIBIT B

### PAYMENT TERMS

COUNTY will pay CONTRACTOR as per the following instructions:

A. For satisfactory provision of services as defined in the Definition of Services.

Services		Maximum Dollars
Staffing	Shelter Staffing Through April 6	\$14,369
	Shelter Staffing for Location Change Beginning April 7	\$19,856
Facilities Costs	Through April 6	\$460
	Beginning April 7 (Motel estimate for up to 13 rooms per night for 23 nights based on actual occupancy. Calculated at approximately \$45/room/night plus \$9.24/night for garbage disposal.)	\$12,810
Operations	Through April 6 <ul style="list-style-type: none"><li>- Communications</li><li>- Supplies</li><li>- Transportation</li><li>- ADA/Family Lodging</li></ul>	\$1,027
	Beginning April 7 <ul style="list-style-type: none"><li>- Supplies</li><li>- Food Service</li><li>- Transportation</li></ul>	\$1,478
<b>CONTRACT TOTAL:</b>		<b>\$50,000</b>

B. Up to ten percent (10%) of each line item in the budget above may be moved to another line item without COUNTY approval.

C. Upon submission of claims and reports using the Health and Human Services Agency provided electronic invoice (Attachment 2).

1. Invoices must be submitted no later than the fifteenth (15<sup>th</sup>) day of the month for all services provided to clients in the previous month and may be paid weekly upon receipt of invoice.
2. Invoices submitted ninety (90) days after the service is provided must be accompanied by a letter explaining the reason for the lateness of the invoice.
3. COUNTY will determine whether to approve or disapprove payment of late invoices.
4. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.



D. This is a one-time 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 Fifty Thousand Dollars (\$50,000) for the term of this Agreement.

[END OF PAYMENT TERMS]