# AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF MANHATTAN BEACH AND EMOTIONAL HEALTH ASSOCIATION, DOING BUSINESS AS SHARE! THE SELF-HELP AND RECOVERY EXCHANGE

This First Amendment ("Amendment No. 1") to that certain agreement by and between the City of Manhattan Beach, a California municipal corporation ("City") and Emotional Health Association, a California non-profit corporation, doing business as SHARE! the Self-Help And Recovery Exchange ("Consultant") (collectively, the "Parties") is hereby entered into as of October 6, 2022 ("Effective Date").

#### **RECITALS**

- A. On December 6, 2021 the City and Consultant entered into an agreement for professional services for the Consultant to provide housing placement and homelessness support services ("Agreement").
- B. The Parties now desire to amend the Agreement to increase the Maximum Compensation, extend the term and modify the Scope of Services and Fee Schedule.
- NOW, THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereby agree as follows:
- <u>Section 1.</u> Section 2 of the Agreement is hereby amended to extend the term of the Agreement through June 30, 2023, unless sooner terminated as provided in Section 12 of the Agreement.
- <u>Section 2.</u> Section 3.A of the Agreement is hereby amended to read as follows:
  - "Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Consultant be paid more than the total sum of \$38,220."
- <u>Section 3.</u> Exhibit A Scope of Services of the Agreement is hereby replaced by the REVISED SCOPE OF SERVICES EXHIBIT C attached to this Amendment.
- <u>Section 4.</u> Exhibit B Approved Fee Schedule of the Agreement is hereby replaced by the REVISED FEE SCHEDULE EXHIBIT D attached to this Amendment.
- <u>Section 5.</u> Except as specifically amended by this Amendment No. 1, all other provisions of the Agreement shall remain in full force and effect.

# [SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the Parties hereto have executed this Amendment No. 1 on the day and year first shown above.

City:	Consultant:
City of Manhattan Beach, a California municipal corporation	Emotional Health Association, a California non-profit corporation, doing business as SHARE! the Self-Help And Recovery Exchange
By: Name: Bruce Moe Title: City Manager	By: Name: Ruth Hollman Title: Chief Executive Officer
ATTEST:	
By:  Name: Liza Tamura  Title: City Clerk  APPROVED AS TO FORM:	
By: Name: Quinn M. Barrow Title: City Attorney	
APPROVED AS TO FISCAL IMPACT:	
By: Name: Steve S. Charelian Title: Finance Director	

# REVISED SCOPE OF SERVICES EXHIBIT C

# SHARE! The Self-Help and Recovery Exchange Collaborative Housing Program

#### I. Overview

Emotional Health Association dba SHARE! the Self-Help And Recovery Exchange (sometimes referred to herein as "Consultant") shall provide 5 beds to Adults for on-site supportive services at scattered site shared housing locations in Service Planning Area 8 for individuals experiencing homelessness in the City of Manhattan Beach. The supportive housing project is funded through June 30, 2023.

The City of Los Angeles has identified shared housing as one of its key strategies to end homelessness. This pilot program will fund SHARE! Collaborative Housing in the amount of \$38,220 to maintain 5 beds of SHARE! Collaborative Housing in and around Service Planning Area 8 for individuals experiencing homelessness in the City of Manhattan Beach.

SHARE! (Self-Help and Recovery Exchange) is a non-profit organization that operates two community self-help support group centers in Los Angeles, California: SHARE! Culver City and SHARE! Downtown. The mission of SHARE! the Self-Help And Recovery Exchange is to help people in Los Angeles pursue personal growth and change. SHARE! empowers people to change their own lives and provides them a loving, safe, non-judgmental place where they can find community, information and support.

SHARE!'s Collaborative Housing program (S!CH) is an evidence-based program that houses adults experiencing homelessness with serious mental health issues immediately—41% within 24 hours of first contact compared to 260 days elsewhere. Each house is fully-furnished including a well-equipped kitchen, cable TV and computers with high-speed internet. The owner covers the cost of all shared expenses, including utilities, cleaning appliances and supplies, toilet paper, trash bags, etc. Residents pay a flat fee to live in the house between \$450 and \$950 a month depending on the location of the house, with average rent ranging between \$500 and \$600 per month.

S!CH utilizes Peer Bridgers for Supportive Services, formerly people experiencing homelessness and/or people in recovery from mental health issues who have turned their lives around by attending self-help support groups. Upon entrance into a S!CH house, each resident will work with a Peer Bridger on a Plan for Success, be connected with self-help support groups and needed health, mental health, educational, vocational, and other services. Additionally, Peer Bridgers connect residents to benefits and other County resources for which they qualify and create a culture of recovery in each house, regularly visiting residents to address problems and concerns.

SHARE!'s formula for success is housing people in single-family houses with all the amenities immediately. A Peer Bridger helps residents develop a Plan for Success and find the resources they need to succeed, including health, mental health, educational, vocational, and other services, and self-help support groups. The self-help support groups provide an effective way to change habits that have kept people in poverty, as well as tools, friends, and networks to help them pursue their dreams. SHARE! receives housing referrals from housing providers from all SPAs—191 providers at last count. SHARE! has many houses in Sup District 2 and will continue to maximize its partnerships with agencies in the District.

# II. Objectives

Under this Statement of Work, with funding provided by June 30, 2023, SHARE! will create 5 beds in SHARE! Collaborative Housing for individuals experiencing homeless in the City of Manhattan Beach.

#### III. Tasks/Deliverables

# Task 1: Housing identification and placement

- 1.1. SHARE! will use 5 beds in SHARE! Collaborative Housing in and around Service Planning Area 8 to secure appropriate housing for individuals experiencing homelessness in the City of Manhattan Beach. Each unit will be located in SHARE! Collaborative Housing, fully-furnished, including a well-equipped kitchen, cable TV and computers with high-speed internet. SHARE! will identify property owners who do not require a deposit, credit check, or background.
- 1.2. SHARE! will identify clients that meet the eligibility criteria for the program.
- 1.3. SHARE! will enroll clients, place them in appropriate housing, and provide supports necessary to retain housing.

# Task 2: Landlord Engagement and Support

- 2.1. SHARE! will recruit property owners who will accept tenants from SHARE! without a deposit, credit check, or background.
- 2.2. SHARE! will meet quarterly with property owners to discuss issues and solutions to maintain standards for quality housing and services.

# **Task 3: Supportive Services**

3.1 SHARE! will provide Peer Bridger and self-help support groups.

- 3.2 SHARE! will link residents to needed health, mental health, educational, vocational, and other services.
- 3.3 SHARE! will connect residents with benefits and other County resources for which they qualify.
- 3.4 SHARE! will coordinate services with the City's existing homeless services provider, Harbor Interfaith Services.

# **TARGET POPULATION**

SHARE! will place and support in housing homeless adults (18 and older) from the City of Manhattan Beach. Where appropriate, the target populations include the families of those individuals who meet the criteria outlined above.

The term homeless includes:

- An individual or household living on the streets/beach or lacking a fixed, regular, and adequate nighttime residence.
- An individual or household who has a primary nighttime residence that is:
  - A supervised publicly or privately-operated shelter designed to provide living accommodations (including welfare hotels, congregate shelters, and transitional housing for people with mental illness; or
  - An institution that provides temporary residence for individuals intended to be institutionalized; or
  - A public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings, e.g. cars, parks, sidewalks, abandoned buildings, the beach, or "on the street."
- An individual of any age who has no identified permanent housing to go to after discharge from an institutional setting, including local city or county jails; group homes or foster care settings; juvenile hall or probation camps; hospitals, including acute psychiatric hospitals; psychiatric or other health facilities; skilled nursing facilities with or without a certified special treatment program for mental health issues; mental health rehabilitation centers; crisis and transitional residential settings or similar settings.

#### **OPERATING PROCEDURES**

# **Cooperation and Collaboration with CES 8 Partners**

SHARE! is a subcontractor with Harbor Interfaith Services in SPA 8 and will use the SPA 8 network of referrals in addition to teams working in conjunction with the City of Manhattan Beach, their partners, other outreach teams, community organizations, etc. as deemed appropriate to receive sufficient referrals to the shared housing beds.

#### **Review and Certification Process**

SHARE! will create a file for each resident with eligibility information, move-in and move-out dates, records of visits and other pertinent information. Consultant will make these files available on request.

# Fair Housing/Reasonable Accommodation

SHARE!'s admission, eviction, and eviction appeals policies shall be consistent with requirements established by fair housing laws and other funding sources, and shall be sensitive to the needs of the target populations, including the needs of particularly hard-to-serve individuals, e.g., individuals with a history of substance abuse, mental health issues, individuals with bad credit and housing histories, and individuals with criminal records. If an individual is asked to move out of a house by their roommates or the owner/operator, Consultant will immediately offer them housing in another house to start over again.

#### Rent

Rent for a bed in a house will be calculated by dividing the actual rent for the house by the number of beds available for people in the house. People in single rooms will pay more but the total rent will not exceed the actual rent. Under no circumstances will the number of people per bedroom be greater than two. Bedrooms must be at least 70 square feet to accommodate one person. A minimum additional 50 square feet is required for two people in one bedroom. Consultant will look for comps in the neighborhood or similar neighborhoods to justify the rent and/or compare rent per square foot in nearby houses.

The owner may collect up to \$150 per resident for tenant repairs, utilities, furnishings, communal cleaning supplies, cable TV, high speed internet, toilet paper, soap and other amenities. Houses with only six residents may collect up to \$1,000 for these items to be divided equally among the residents. Each person living in the house must have an individual month-to-month rental agreement with the owner/lease holder.

#### **Housing First**

Housing First is an approach to quickly and successfully connect individuals and families experiencing homelessness to permanent housing without preconditions and barriers to entry, such as sobriety, treatment or service participation requirements, good credit or eviction-free history. Supportive services are offered to maximize housing stability and prevent returns to homelessness as opposed to addressing predetermined treatment goals prior to permanent housing entry.

# **Housing Retention**

Consultant shall have plans and policies to help residents maintain their housing in times of crises, e.g. when residents are absent for some brief period of time because of hospitalizations or entry into rehabilitation programs. 90% of residents will maintain housing, either in SHARE! Collaborative Housing or in the community for at least one year.

SHARE! Collaborative Housing is a no-fail program: if someone is asked to move out of a house or chooses to leave for any reason, they are immediately placed in a different house, maintaining their housing as they make a fresh start.

# **House Meetings**

Consultant shall establish a House Meeting in each house that meets at least once a month to discuss house issues and make plans for house activities. The residents together will make their own rules in the house apart from those contained in their rental agreement. Under no circumstances will smoking be allowed in the house nor illegal activity anywhere on the property.

#### **Data Collection**

Consultant shall have the ability to collect, manage and submit data to demonstrate resident outcomes from this pilot program. The data should include: name, date of birth, other demographics, date of move in, date of move out, coding for the reason for move out and whether the person continued to be housed, returned to homelessness, hospitalization, incarceration, family reunification, etc., the employment status of the person, self-help support group attendance, participation in educational opportunities, volunteering and other information as agreed to by Contactor and LAHSA.

# **Quality Assurance Plan**

Consultant shall establish and utilize a comprehensive Quality Assurance Plan (QAP) to ensure the required services listed in the SOW are provided at a consistently high level of service throughout the term of this Agreement.

The QAP shall include an identified monitoring system covering all the services listed in this SOW. The system shall:

- Specify the services/activites to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
- Ensure the services, deliverables and requirements defined in the Agreement are being provided at or above the level of quality agreed upon by funder and the Consultant.
- Assure that all staff rendering services under the Agreement have the necessary qualifications.
- Identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable.
- Take any corrective action, if needed.
- Ensure the continuation of services to LAHSA in event of a strike or other labor action of the Consultant's employees.

The Plan shall also include the establishment of a Quality Assurance Committee, if one is not already established, that addresses policies and procedures for handling tenant grievances and appeals, incident reports and all management information data.

Consultant shall provide its residents and their families with a tool by which to evaluate the services rendered by the Consultant, on an annual basis. Consultant shall ensure that this tool addresses the performance of the Consultant. Consultant shall make this information available to LAHSA upon request.

### **Records of Services**

Consultant shall keep a record of all services provided.

# Reports

Throughout the duration of the contracted services, the Consultant shall obtain, certify, submit and review comprehensive information on resident status and outcomes of service in accordance with LAHSA requirements. Consultant shall comply with deadlines to be specified by LAHSA, for time-specific submittal and delivery of information.

# **Privacy & Electronic Security**

Consultant will comply with federal and state laws as they apply to protected health information (PHI), individually identifiable health information (IIHI), and electronic information security.

Consultant will use a secure internet encrypted protocol to transfer PHI and IIHI to LAHSA or to others who need to know.

#### **REVISED FEE SCHEDULE - EXHIBIT D**

For services satisfactorily provided, City shall pay Consultant monthly fees totaling \$3,710 in accordance with the following fee schedule.

- 1. For housing and support services associated with the Consultant, City shall pay Consultant a flat monthly fee of \$700 per bed toward the rent of housing individuals experiencing homeless in Manhattan Beach within Service Planning Area 8, up to \$3,500 per month.
- For staff administrative fees associated with locating housing and executing paperwork for leasing housing, City shall pay Consultant a flat monthly fee of \$210.

In no event shall Consultant be paid more than the total sum of \$38,220 over the entire term of the Agreement.