

SECOND AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Samaritan House, 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 January 25, 2017 the parties entered into a start-up agreement (the "Agreement") for Contractor's provision of Coordinated Entry System (CES) services, including shelter diversion and coordinated assessment for homeless households in San Mateo County, for the term January 15, 2017 through June 30, 2019 in the amount of \$100,000; and

WHEREAS, on March 14, 2017 the parties amended the Agreement to increase the total obligation amount by \$2,100,000 to support the full scope of services for the term of the Agreement; and

WHEREAS, the parties wish to further amend the Agreement to extend the term of the Agreement to June 30, 2020 and increase the amount by \$895,969 to a total obligation amount not to exceed \$3,095,969.

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

- 1. Paragraph 1. Exhibits and Attachments of the Agreement is hereby amended as follows:**

Exhibit A - Services

Exhibit B – Method and Rate of Payments (revised June 2019)

Exhibit C – Project Budget (revised June 2019)

Exhibit D – Performance Reporting and Monitoring (revised June 2019)

Attachment I - § 504 Compliance

- 2. Paragraph 3. Payments of the Agreement is hereby amended to read as follows:**
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised April 2019). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this agreement exceed **THREE MILLION NINETY-FIVE THOUSAND NINE HUNDRED SIXTY-NINE DOLLARS (\$3,095, 969)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.
- 3. Paragraph 4. Term of the Agreement is hereby amended as follows:**
Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 25, 2017 through **June 30, 2020**.
- 4. Exhibit B – Method and Rate of Payments (revised June 2019) –** replaces the original Exhibit B in its entirety and is attached hereto.
- 5. Exhibit C – Project Budget (revised June 2019) –** replaces the original Exhibit C in its entirety and is attached hereto.
- 6. Exhibit D – Performance Reporting and Monitoring (revised June 2019) –** replaces the original Exhibit D in its entirety and is attached hereto.
- 7. All other terms and conditions of the Agreement dated January 25, 2017 between County and Contractor shall remain in full force and effect.**

In witness of and in agreement with the terms of this amendment to the Agreement, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: SAMARITAN HOUSE

DocuSigned by: <i>Bart Charlow</i> 4BF4F1B2DD34A0...	5/24/2019 3:53 PM PDT	Bart Charlow
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit B - Method and Rate of Payments (revised June 2019)**Coordinated Entry System: Shelter Diversion and Coordinated Assessment
Samaritan House FY 2016-20**

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

General Payment Terms**Quality of Work:**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement and plan to confirm what steps will be taken to correct performance.

Payment Rates:

Payment rates for services shown in this Agreement may be adjusted, including across fiscal years and up to 10% between line items, to meet service goals as agreed upon by both parties and approved by County in writing so long as it does not exceed the total fiscal obligation under the Agreement.

Right of County to Request Additional Services:

County may request additional related services under this Agreement and adjust program rates for the programs described within this Agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total fiscal obligation under the Agreement and is not restricted by any grant or specific funding agreements.

Program Budget Overview

Program Budget	
Fiscal year	Amount
2016-17	\$475,755
2017-18	\$854,372
2018-19	\$869,873
2019-20	\$895,969
Totals	\$3,095,969

Method and Rate of Payments

1. Contractor shall invoice HSA monthly. Contractor shall submit invoice, supporting documentation and all required reporting by the 20th of the month for the prior month for operation expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the budget in Exhibit submitted to HSA by Contractor. Contractor will supply supporting documents for reimbursement by the 20th of month for the prior month. The final invoice for each Fiscal Year will be submitted by June 30th due to year end processing.

2. County shall pay Contractor upon receipt and approval of invoices. Invoices, supporting documentation and reports should be submitted by email to Brian Eggers, BEggers@smcgov.org.

3. In any event, the total amount of the Agreement for the FY 16-20 shall not exceed \$3,095,969.

(End of Exhibit B)

Exhibit C– Project Budget (revised June 2019)

**Coordinated Entry System: Shelter Diversion and Coordinated Assessment
Samaritan House FY 2016-20**

Samaritan House
Coordinated Entry System (CES) Shelter Diversion and Coordinated Assessment Budget
Fiscal Year ending 6/30/2020

FY20
(12 mos)

(7/1/2019-6/30/2020)

Section 1 – Administrative Costs

Administrative Personnel	65,763
Taxes / Fringe	15,998
General non-personnel Admin	6,200
Audit	1,500
Sub-total admin costs	\$ 89,462

Benefits, taxes, workers comp and health (26%)	
Supplies, insurance, HR, payroll services fees,	
9.98%	

Section 2 – Program Costs

Personnel	
Program Personnel	444,704
Taxes / Fringe	113,425
Sub-total personnel costs	\$ 558,129
Program Operating Costs	
	6,000
Office/Program Supplies	
Postage & Mail	
Printing & Mailing Services	1,500
Communications/Telephone	12,900
Utilities	3,920
Rent / Space	In-kind
Repairs & Maintenance	945
Advertising and Marketing	500
Recruitment	300
Travel, Meetings & Conferences	3,500
Mileage Reimbursement	2,500
Employee Training	2,500
Equipment Rental	4,800
Professional Fees	750
Outside Services	26,863
	-
Diversion/CES - Emerg Financial Assistance	
	-
Diversion/CES - General Flexible Funding	181,400
Sub-Total Operating Costs	\$ 248,378
SUB TOTAL Personnel and Operating	\$ 806,507

<i>See Job Descriptions</i>
Benefits, taxes, workers comp and health (26%)
6.2%

Program and office supplies for operations.
Client materials
Cell phones and service, fax, and internet (5 FTEs)
Utilities for main site at Samaritan House (based on sq footage)
N/A
Janitorial/maintenance for CES staff space
Collateral materials
National Alliance to end Homelessness conference, two other conferences TBD.
Local travel of CES staff to meet clients and participate in all collaborator meetings.
Employee training costs, idiation training. Other trainings as identified by staff.
Document duplication for client files and collateral materials
Interpreter services of \$750 / yr if needed.
Hotline, assessment, screening, & emergency placement of DV victims. IT support for mobile connectivity, security access (Duo authentication) and tech services for staff/ communications and data security and PII requirements.
Emergency financial Assistance using Measure K criteria (approved 3/2018)
Direct client financial assistance (i.e. housing assistance, apps, home repair, landlord incentives, fees, legal fees, food cards, transportation, moving costs, childcare)

2.8%

TOTAL	\$ 895,969
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100%

(End of Exhibit C)

Exhibit D - Performance Reporting and Monitoring (revised June 2019)**Coordinated Entry System: Shelter Diversion and Coordinated Assessment
Samaritan House FY 2016-20**

Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

Performance Measures

<u>Performance Measures FY 2016-20</u>				
<u>Measure</u>	<u>16-17 Target</u>	<u>17-18 Target</u>	<u>18-19 Target</u>	<u>19-20 Target</u>
<u>Assessment</u>				
Percentage of households who receive an initial screening for homeless assistance and are referred for Shelter Diversion who receive diversion services on the same day	95%	95%	95%	95%
Data quality for clients served via CES - Percentage of null/missing and don't know/refused values in Clarity (First name, last name, date of birth, race, ethnicity, gender, veteran status, disabling condition)	Less than 10% for each data element	Less than 7% for each data element	Less than 7% for each data element	Less than 7% for each data element
<u>Shelter Diversion and Placement Services</u>				
Percentage of all households served with Shelter Diversion who are successfully diverted from homelessness on the day household requested homeless assistance	Family – 30% Individual – N/A	Family – 40% Individual – 30%	Family – 40% Individual – 30%	Family – 25% Individual – 15%

Percentage of all households served with Shelter Diversion who do not enter shelter within 30 days of when the client first requested homeless assistance	Family – 30% Individual – N/A	Family – 30% Individual – 20%	Family – 30% Individual – 20%	Family – 20% Individual – 12%
Percentage of all households served with Shelter Diversion who do not enter shelter within six months of when the client first requested homeless assistance	Family – 20% Individual – N/A	Family – 20% Individual – 15%	Family – 20% Individual – 15%	Family – 17% Individual – 10%
Percentage of shelter beds available that day are filled by CES on a daily basis	90%	90%	90%	90%

* County shall have the option to modify performance measures, goals, and targets by written notice. County shall give Contractor advance notice of any modifications and will also discuss changes with Contractor.

1. Contractor will submit reports to HSA within 20 days of the end of the designated reporting period. Reports will include the following:
 - Monthly reports
 - i. Invoices with supporting documentation
 - ii. Number of households served during the month
 1. Number of families
 2. Number of single adults
 3. Number of Veterans
 4. Number of Domestic Violence Survivors
 5. Number of Youth/Transition Age Youth
 - Quarterly reports
 - iii. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
 - iv. Clarity Annual Performance Report (APR)
 - v. Report on type of financial assistance and total financial assistance per household, including average amount of financial assistance per household
 - vi. Narrative describing trends, successes, challenges during the reporting period
2. Contractor will provide a brief paragraph about this Measure A-funded initiative and its goals, to be used for press releases, Measure A dashboard and other public documents to highlight the purpose and impact of the program.

3. Contractor will submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that CES services had throughout the entire service year and annual results for each performance measure.
4. Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards within nine months after the fiscal year end.
5. Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
6. Contractor will participate in CES program evaluations and other analysis of the homeless system conducted by HSA.
7. HSA may request additional data from contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the data/report.
8. All reports shall be submitted by email to Brian Eggers at BEggers@smcgov.org.

(End of Exhibit D)