

**FIFTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND FOCUS STRATEGIES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Focus Strategies, 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;

WHEREAS, the parties entered into an agreement (the Agreement) for the provision of technical assistance for San Mateo County Human Service Agency (HSA)'s Center on Homelessness in the amount of \$61,185 for the term of October 3, 2016 through December 31, 2016; and

WHEREAS, on December 19, 2016, the parties executed an amendment ("First Amendment") to the Agreement to increase the amount by \$38,815 and extend the term through June 30, 2018; and

WHEREAS, on June 27, 2017, the parties executed a second amendment to the Agreement ("Second Amendment") to increase the amount by \$298,430; and

WHEREAS, on June 26, 2018, the parties executed a third amendment ("Third Amendment") to the Agreement to increase the amount by \$391,010 and extend the term through June 30, 2020; and

WHEREAS, on March 22, 2019, the parties entered into a fourth amendment ("Fourth Amendment") to the Agreement to replace Sections 3 and 4 of Exhibit C to the Agreement to reflect changes and additions to personnel; and

WHEREAS, the parties now wish to further amend the Agreement to increase the amount by \$252,518 for revised total amount not to exceed \$1,041,958, extend the term through June 30, 2021 and replace certain Exhibits to the Agreement.

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

1. **Section 1. Exhibits and Attachments** of the Agreement is amended to read as follows:

Exhibit A (rev. 2020) – Program/Project Description
Exhibit B (rev. 2020) – Amount and Method of Payment

2. **Section 2. Services to be Performed by Contractor** of the Agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibit B (rev. 2020), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A (rev. 2020).

3. **Section 3. Payments** of the Agreement is 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 (rev. 2020), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B (rev. 2020). 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 **ONE MILLION FORTY-ONE THOUSAND NINE HUNDRED FIFTY-EIGHT DOLLARS** (\$1,041,958). In the event that County makes an advanced payment, Contractor agrees to refund any amount 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.

4. **Section 4. Term** of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 3, 2016 through June 30, 2021.

5. **Exhibit A – Program/Project Description (Revised June 2017)** to the Agreement is hereby replaced in its entirety with Exhibit A (rev. 2020) – Program/Project Description and is attached hereto and incorporated by reference herein.
6. **Exhibit B – Amount and Method of Payment (Revised June 2017)** to the Agreement is hereby replaced in its entirety with Exhibit B (rev. 2020) – Amount and Method of Payment and is attached hereto and incorporated by reference herein.
7. **Exhibit C – FY 2018-20 Estimated Project Description, Hours and Costs (updated March 2019)** is removed from the Agreement.

All other terms and conditions of the Agreement dated October 3, 2016, the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment to the Agreement between County and Contractor shall remain in full force and effect.

In witness of and in agreement with this Amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Focus Strategies

DocuSigned by:
Megan H. Kurteff-Schatz 6/3/2020 | 12:50 PM PDT Megan H. Kurteff-Schatz
29596566FB974AB...

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 A (rev. 2020)
Program/Project Description

In consideration of the payments set forth in Exhibit B (rev. 2020) – Amount and Method of Payment, Contractor shall provide the following services under the general direction of the Director of the Human Services Agency or authorized representatives:

A. Assistance on Continuum of Care Activities and 2021 Point in Time Count

1. Focus Strategies will provide the Human Services Agency (HSA) with technical assistance in the preparation of the annual application for Continuum of Care Activities (CoC) funds as well as other CoC planning requirements mandated by United States Department of Housing and Urban Development (HUD), and 2021 Point in Time Count.

B. Activities and Tasks (FY 2020-2021)

1. CoC Coordination Activities:

- a. Attend and make presentations at CoC Steering Committee meetings
- b. Attend and help develop agenda and presentations for CoC subcommittee meetings
- c. Governance Charter Updates (for CoC Application)

2. Project Evaluation (System and Project Performance):

- a. Provide TA to support H.S.A. to develop tools for tracking system and project performance and conduct equity analyses (HMIS custom reports, dashboards, spreadsheets, etc.)
- b. Provide TA to support H.S.A.'s work on HMIS data quality improvement (e.g. data quality toolkit, HMIS policies, provider training, etc.)
- c. Data analysis as needed to support H.S.A performance measurement work (e.g. setting targets, analyzing performance, communication with providers about performance results) and to support work of the performance measurement subcommittee
- d. TA to support HUD reporting as needed (AHAR, APRs, system performance)

3. Project Monitoring Activities:

- a. Provide TA to support H.S.A. to develop and refine processes and tools to monitor CoC and ESG funding recipients (e.g. monitoring tools)

C. Participation in the Consolidated Plan:

1. Participate in meetings as needed to support development of homeless-related section of County and City Con. Plans; assist with analyzing data as needed for Con Plans and CAPER reports; draft sections for CAPER and Con Plans

D. 2020 and 2021 CoC Application Activities:

1. Review NOFA, analyze changes and implications, provide TA on overall strategy, develop rating and ranking policy

2. Assist with drafting and editing the CoC Application (Exhibit 1): analyze point scoring, draft and edit responses to questions, assist with information gathering as needed, advise on how to maximize overall score
3. Provide technical support with Project Applications (Exhibit 2), including help with developing and implementing a rating and ranking process and system, facilitation of Review Panel, strategy to maximize overall award amount (Tier 1/Tier 2 strategy), instructions for recipients/applicants (e-snaps tips), training to ensure applications are technically correct, advise on competitiveness of new projects, help draft H.S.A. applications (HMIS, Planning)
4. Follow up work relating to the prior application and preparation for the next round, including communications with providers, reviewing HUD guidance, etc.

E. CoC Compliance:

1. Technical guidance on compliance with CoC requirements

F. Developing a CoC System:

1. Homeless System Re-Design
2. Coordinated Entry
3. System Strategies and Policies

G. 2021 Point in Time Count:

1. Regularly update PIT work plan and timeline
2. Develop unsheltered count methodology
3. Assist H.S.A. in selecting App vendor; assist with design, programming, and testing of selected application
4. Develop manual data collection tools for sheltered count/HIC
5. Develop training materials for volunteers, trainers, captains
6. Enter and analyze data
7. Prepare data for HDX entry
8. Draft and finalize PIT Executive Summary
9. Draft and finalize full PIT report (community report)

H. Other TA (Not CoC related)

I. Project Management

Contact for invoices at San Mateo County Human Services Agency:

Ali Shirkhani, Human Services Analyst II
1 Davis Drive
Belmont, CA 94002
Phone: (650) 802-7675
Email: ashirkhani@smcgov.org

Exhibit B (rev. 2020)
Amount and Method of Payment

In consideration of services shown below, in the Activities and Rates Chart (FY20-21), and based on the payments referenced herein, the following are estimated hours and costs to complete services. Contractor will provide Technical Assistance (TA) regarding homeless system coordination, Continuum of Care (CoC) compliance, maximizing federal funding, project evaluation and Point in Time (PIT) homeless counts.

1) General Terms

- a. Costs are based on the combined hourly rates and associated personnel as shown in Section 3 below and in the Assigned Personnel and Hourly rates table.
- b. County shall have the option to adjust funding across activities, line items, and fiscal years shown in the Activities and Rates table so long as it does not exceed the total Agreement obligation.

2) Funding

- a. Funds are distributed as follows for FY20-21

Agreement	Amount	Term
Amendment (New)	\$252,518	(7/1/2020- 6/30/2021)

Contact for San Mateo County Human Services Agency:

Ali Shirkhani, Human Services Analyst II
1 Davis Drive
Belmont, CA 94002
Phone: (650) 802-7675
Email: ashirkhani@smchsa.org

3) Activities and Rates Chart (FY 2020-2021)

Activities		Est. Hours
1.0	<p>CoC Coordination Activities:</p> <ol style="list-style-type: none"> a. Attend and make presentations at CoC Steering Committee meetings b. Attend and help develop agenda and presentations for CoC subcommittee meetings c. Governance Charter Updates (for CoC Application) 	51
2.0	<p>Project Evaluation (System and Project Performance):</p> <ol style="list-style-type: none"> a. Provide TA to support H.S.A. to develop tools for tracking system and project performance and conduct equity analyses (HMIS custom reports, dashboards, spreadsheets, etc.) b. Provide TA to support H.S.A.'s work on HMIS data quality improvement (e.g. data quality toolkit, HMIS policies, provider training, etc.) c. Data analysis as needed to support H.S.A performance measurement work (e.g. setting targets, analyzing performance, communication with providers about performance results) and to support work of the performance measurement subcommittee d. TA to support HUD reporting as needed (AHAR, APRs, system performance) 	116

Activities		Est. Hours
3.0	Project Monitoring Activities: <ol style="list-style-type: none"> Provide TA to support H.S.A. to develop and refine processes and tools to monitor CoC and ESG funding recipients (e.g. monitoring tools) 	51
4.0	Participation in the Consolidated Plan: <ol style="list-style-type: none"> Participate in meetings as needed to support development of homeless-related section of County and City Con. Plans; assist with analyzing data as needed for Con Plans and CAPER reports; draft sections for CAPER and Con Plans 	17
5.0	2020 and 2021 CoC Application Activities: <ol style="list-style-type: none"> Review NOFA, analyze changes and implications, provide TA on overall strategy, develop rating and ranking policy Assist with drafting and editing the CoC Application (Exhibit 1): analyze point scoring, draft and edit responses to questions, assist with information gathering as needed, advise on how to maximize overall score Provide technical support with Project Applications (Exhibit 2), including help with developing and implementing a rating and ranking process and system, facilitation of Review Panel, strategy to maximize overall award amount (Tier 1/Tier 2 strategy), instructions for recipients/applicants (e-snaps tips), training to ensure applications are technically correct, advise on competitiveness of new projects, help draft H.S.A. applications (HMIS, Planning) Follow up work relating to the prior application and preparation for the next round, including communications with providers, reviewing HUD guidance, etc. 	148
6.0	CoC Compliance: <ol style="list-style-type: none"> Technical guidance on compliance with CoC requirements 	34
7.0	Developing a CoC System:	
7A	<i>Homeless System Strategic Plan:</i> <ol style="list-style-type: none"> Support H.S.A. with overall management of 2016 Strategic Plan implementation, including: (1) meetings as needed with Agency and community leadership; (2) TA to develop implementation tracking tools; (3) developing communications and messaging materials to report on plan progress; (4) overall evaluation of progress towards meeting plan goals; (5) evaluation of effectiveness of new or refined program components, such as diversion, HOT, strategies to address vehicular homelessness. 2021 Strategic Plan Update; including design of planning process, meeting facilitation, data analysis to support planning (including project and system performance, equity analysis), drafting and revising plan 	321
7B	<i>Coordinated Entry:</i> <ol style="list-style-type: none"> TA as needed to support CE implementation – refine policies TA as needed to support CE implementation – refine policies and procedures to improve effectiveness, resolve problems, respond to updated HUD guidance; update tools; draft other materials	67
7C	<i>System Strategies and Policies:</i> <ol style="list-style-type: none"> Provide intervention-specific TA (ES, TH, RRH, PSH) to support H.S.A and CoC efforts to improve effectiveness and efficiency of system interventions, align interventions to best practices, align funding sources to common goals and policies, and size inventory to meet need. Develop an inventory of existing PSH projects, including analysis of services provided and recommendations to ensure consistent and adequate service delivery. Data analysis as needed to identify areas in need of improvement and help develop alternatives. Provide population-specific TA to support H.S.A. and CoC efforts to develop and refine interventions for special populations, including youth, seniors, veterans. Data analysis as needed to help understand population needs and how they are being served in the existing system, including equity analyses. 	127

Activities		Est. Hours
	3. Coordination with other TA providers as needed	
7D	2021 Point In Time Count: <ol style="list-style-type: none"> Regularly update PIT work plan and timeline Develop unsheltered count methodology Assist H.S.A. in selecting App vendor; assist with design, programming, and testing of selected application Develop manual data collection tools for sheltered count/HIC Develop training materials for volunteers, trainers, captains Enter and analyze data Prepare data for HDX entry Draft and finalize PIT Executive Summary Draft and finalize full PIT report (community report) 	378
8.0	Other TA (Not CoC related): <ol style="list-style-type: none"> Prepare grant proposals and applications to respond to funding opportunities for homeless system activities (local, state, and federal sources) Provide TA to support Community Action Agency (CAA) planning 	59
9.0	Project Management: <ol style="list-style-type: none"> Regular conference calls with the client team (H.S.A. staff) to track and coordinate TA activities and make adjustments to work plan priorities 	65
Subtotal		1,434
Travel not to exceed (estimated, to be reimbursed base on actuals)		
TOTAL		1,434

Summary of Estimated Costs

Activities	Cost
1.0 CoC Coordination Activities	\$8,650
2.0 Project Evaluation (System and Project Performance)	\$20,650
3.0 Project Monitoring Activities	\$8,770
4.0 Participation in the Consolidated Plan	\$2,730
5.0 2020 and 2021 CoC Application Activities	\$26,708
6.0 CoC Compliance	\$5,810
7.0 Developing a CoC System	
7A Strategic Plan	\$54,580
7B Coordinated Entry	\$11,770
7C System Strategies and Policies	\$22,490
7D 2021 Point In Time Count	\$64,160
8.0 Other TA (Not CoC related)	\$9,650
9.0 Project Management	\$11,550
Subtotal	\$247,518
Travel and supplies (estimated, to be reimbursed base on actuals)	\$5,000
TOTAL	\$252,518

Assigned Personnel and Hourly Rates Table

Title	Current Personnel	Hourly Rate (FY 2020-2021)
President	Megan Kurteff-Schatz	\$210
Director of Consulting	Kate Bristol	\$190
Director of Analytics and Evaluation	Tracy Bennett	\$190
Senior Consultant	Jaclyn Grant	\$185

Consultant	Kristin Jefferson	\$175
Analytics Consultant	Michael Hatch	\$175
Chief Analyst	Genevieve Williamson	\$165
Associate	Linda Ly	\$130
Administrative Manager	Nina Prudhomme	\$120
Analyst	Jess Herbert	\$115

4) Payments and Invoicing

- a. Invoices shall be submitted monthly no later than the 20th of each month, to cover services provided in the prior month. Invoices will be submitted to Ali Shirkhani (AShirkhani@smcgov.org) or the designated HSA contact.
- b. Contractor shall invoice based on hourly rates as shown in the Assigned Personnel and Hourly Rates table above **for services completed and in alignment with the activities described in** the Activities and Rates table above. All invoices must include:
 - Number of hours worked
 - Amount charged for each activity by personnel listed in the Assigned Personnel and Hourly Rates Table above; and
 - Summary of tasks completed.
- c. In the event that contractor finds the need to add personnel to the project or to change a title or rate from those listed in the Assigned Personnel and Hourly Rates Table above, contractor must obtain written approval from County before the new staff or new rates are utilized for services under this contract. Contractor will submit this request in writing to the County via submitting a memo including the following information about the requested new or changed staff rates: name, title, hourly rate, qualifications, and job description. County will review and if the change is approved, the County will notify Contractor in writing.
- d. The County may request additional related services under this agreement as agreed upon by both parties as long as it does not exceed the total agreement obligation.