

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, 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;

WHEREAS, the parties entered into an Agreement for the purpose of providing non-congregate homeless shelter services at El Camino House (formerly the Stone Villa Shelter) on August 2, 2022 in the amount of \$3,286,669 for the term of July 1, 2022 through June 30, 2024; and

WHEREAS, the parties wish to amend the Agreement to add \$1,730,235 in funds and extend the term of the Agreement through June 30, 2025, for a revised total obligation not to exceed \$5,016,904.

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

1. 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 Exhibits A, C, D, E, and Attachments F and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 FIVE MILLION SIXTEEN THOUSAND NINE HUNDRED FOUR DOLLARS (\$5,016,904). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. 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 July 1, 2022, through June 30, 2025.

3. Exhibit B – Payments and Rates, Section A.1 of the agreement is amended as follows:

1. Invoice County on a **monthly** basis for services shown in Exhibit A based on the allocation amounts/budget listed below. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, or packing slips. All invoices must include any required backup documentation and reports (as listed in Exhibit C) and will be submitted electronically to Matthew Hayes at MHayes@smcgov.org or designee. Monthly invoices are due by the 20th of the month following the end of the previous month. Due to the County’s year end close, the invoice for services rendered in June are due by June 20th with reporting due on July 20th. Invoices shall be itemized and include at a minimum the following information:
 - a. Vendor address
 - b. HSA administrative address: 1 Davis Dr., Belmont, CA 94002
 - c. Remit payment address
 - d. Agreement number
 - e. Date(s) of service
 - f. Cost of service(s)
 - g. “See attached” – if/when back up documentation or reports are provided in addition to the invoice.

4. Exhibit B – Payments and Rates, Section A.3 of the agreement is amended is follows:

3. Allocation Amounts

FY 2022 – 2023	\$ 1,606,829*
FY 2023 - 2024	\$ 1,679,840
FY 2024 - 2025	\$ 1,730,235
Total Obligation	\$5,016,904

*This amount includes start-up costs

5. Exhibit C, Section A. Performance Measures matrix is amended to read as follows:

Measure	FY 23-24 Targets	FY 24-25 Targets
Exits to Permanent Housing Percentage of all leavers who exited to a permanent situation	40%	40%
Length of Stay Average length of stay for program participants – Leavers and Stayers	120 days or less	120 days or less
Increased Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased employment income	20%	20%
Increased Non-Employment Income Percentage of adult leavers who exited and stayers (who stayed for 12 months or more) with increased non-employment income	20%	20%
Occupancy Rate The ratio of occupied units to the total number of available and habitable/online units	95%	95%
HMIS Data Quality Percentage of null/missing and don't know/refused values for Project Start Date, Disabling Condition, Destination, Income and Sources at Start, Income and Sources at Annual Assessment, Income and Sources at Exit, Chronic Homelessness	Less than 5%	Less than 5%

6. **All other terms and conditions of the agreement dated August 2, 2022, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Samaritan House

DocuSigned by: <i>Laura Bent</i> <small>CAB21E0AA7EE422</small>	4/29/2024 1:53 PM PDT	Laura Bent
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