

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

THIS SECOND 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 acting as the Service Coordinator for Community Services Block Grant (CSBG) grant administration and to collaborate with the other Core Service Agencies to provide CSBG services on February 14, 2012; and

WHEREAS, on June 19, 2012, the parties amended the Agreement to add the remaining 2012 grant funds and extended the term of the Agreement to March 29, 2013; and

WHEREAS, the parties now wish to further amend the Agreement to add the CSBG 2013 funding and extend the term of the Agreement by nine months to December 31, 2013.

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

1. Section 1 – Exhibits and Attachments: The following Exhibits and Attachments are included hereto and incorporated by reference:

Exhibit A2 – Program/Project Description and Specific Requirements
Exhibit B2 – Payment Terms
Attachment II - A – CSBG/NPI Program Report
Attachment V- A – Budget Summary

2. Section 3 – Payments – shall read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits "A", "A1" and "A2" County shall make payment to Contractor based on the rates and in the manner specified in

Exhibit "B", "B1" and "B2." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **One Million One Hundred Fifty Two Thousand Eight Hundred Forty Five Dollars, (\$1,152,845).**

3. All other terms and conditions of the Agreement dated February 14, 2012, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SAMARITAN HOUSE



Contractor's Signature

Date: 2/1/13

Exhibit A2
Program/Project Description and Specific Requirements
CSBG Program
Samaritan House
3/26/2013 – 12/31/2013

Program Description;

In consideration of the funding assistance payments set forth in Exhibit B, B1 and B2, Contractor shall provide the following services in collaboration with Core Services Agencies (and other agencies);

For 2013 CSBG Grant:

- Provide Employment Supports- NPI 1.2
- Provide Economic Asset Enhancement and Utilization – NPI 1.3
- Create and encourage community members work with community – NPI 2.3
- Work with non-profit and County-Wide Agencies – NPI 4.1
- Help senior citizens and disabled towards independent living – NPI 6.1
- Provide Emergency Assistance to low income families and individuals – NPI 6.2
- Provide and assist families and individuals to gain access to reliable transportation and gain affordable housing – NPI 6.4
- Provide food, clothing and referral services to low-income families and individuals – NPI 6.5

Number (target) of clients/program participants that are reflected in the National Performance Indicator (NPI) for the Community Services Block Grant (CSBG) Attachment I. Please refer to 2013 annual target column.

County Requirements

1. County Reimbursement Payment Overview:
Unless otherwise noted, payment to Contractor shall be made monthly in accordance with the cost allocation budget. All invoices must be supported by adequate documentation acceptable to HSA. Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 5% from the original estimated CSBG-budgeted line item must be approved in writing by HSA Center on Homelessness Manager.
2. Required Reporting: Contractor shall submit to the Human Services Agency (HSA):
 - a) Monthly Fiscal/Expenditure Report, to be submitted on a format appropriate to Department of Community Services and Development (CSD) and CSBG's standards and detailed based on Expenditure Activity Reporting System (EARS) by 15th day of calendar day following the reporting period.

- b) NPI Mid Year and Annual Report, which provides year to date achievements/progress to NPI's goals (as stated above in Program Description). Mid – Year Report; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report) to HSA by July 10, 2013 for the period of March 6, 2013 – June 30, 2013.

Annual Report; report all activities on those indicators where projections were entered (CSD 801- Attachment J and CSD 295/Client Characteristic Report)) to HSA by January 10, 2014 for the period of March 26, 2013 – December 31, 2013.

- c) Other Annual Reports – CSBG/IS : Contractor will submit the following annual reports for the period of March 26, 2013 – June 30, 2013 by February 30, 2014: CSBG Fiscal Data (Other Funds - CSD 425.OF and Other Resources – CSD 425.OF), and Management Accomplishment (CSD 090).

Contract reporting dates are subject to change. In the event of a change, Contractor will be notified in writing by HSA staff.

Exhibit B2
Payment Terms
CSBG
Samaritan House
3/26/2013 - 12/31/2013

In consideration of the services provided by Contractor in Exhibit "A", "A1, and "A2", County will disburse funding assistance to Contractor based on the following terms:

Unless otherwise noted, payment to Contractor shall be made monthly in accordance with the cost allocation budget. All invoices must be supported by adequate documentation acceptable to HSA. Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies greater than 5% from the original estimated CSBG-budgeted line item must be approved in writing by HSA Center on Homelessness Manager.

CSBG Services

Upon receipt of invoice (the 15th day of each calendar month following the reporting period), County will reimburse Contractor for actual costs incurred for services rendered during the term of the contract through the end of the period just completed, provided Contractor provides HSA with documentation that is appropriate to the request for reimbursement and consistent with the cost allocation budget described in Attachment I, (For example, if reimbursement is for staffing costs, then appropriate documentation would be time sheets indicating hours incurred for CSBG-supported service delivery in appropriate time periods, documentation that the staff costs are reimbursable from funds provided in this agreement, and that staff costs were a line item in the budget submitted).

If HSA determine that the invoice documentation is too voluminous, HSA will notify Contractor that a summary of documentation plus scanned/e-mailed support materials may suffice for County review and approval. In all cases, Contractor shall make documentation records available for HSA review upon request.

In no event will County reimburse Contractor for any payments exceeding the total amount stated in Agreement.

All requests for reimbursement must be signed by an authorized representative of Contractor. Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the activity or services described in Exhibit A. The County reserves the right to verify such completion prior to payment to Contractor.

In the event of a questionable payment request, the County will state in writing the specific nature of its objections to Contractor's work. The County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved.

This Second Amendment adds \$416,555 for the CSBG 2013 Grant. In no event shall the total obligation of this Agreement exceed \$1,152,845 for the period of March 26, 2013 - December 31, 2013.

Attachment II-A	CSBG/NPI Program Report	*2011 Annual Actual	2013 Target - ANNUAL	2013 Target - MID-YEAR
NPI 1.2	Employment Supports			
	F Obtain access to reliable transportaion or dirver's licence	5	7	3
	H Obtain safe and affordable housing	135	172	86
NPI 1.3	Economic Asset Enhancement and Utilization			
	A Enhancement			
	1 Tax Preparation Program Participants qualified for credits		15	15
	B			
	1 Number of clients demonstrating the ability to complete and maintain a budget for 90 days		25	12
	2 Number of client opening a savings account		6	3
NPI 2.3	Number of community members working with community action			
	B Number of donated volunteer hours	27,000	27,000	13,500
NP 4.1	Expanding opps thru community-wide prtshps			
	A Non-Profit	18	18	12
	D State Government	1	1	1
NPI 6.1	Independent Living			
	A Senior Citizens	42	54	27
	B Individuals with Disabilities	55	70	35
	Ages			
	Children	1	1	1
	Adults	39	50	25
	55 And Over	15	19	10
NPI 6.2	Emergency Assistance			
	A Emergency Food	75	101	50
	B Emergency Fuel or utility payments	129	165	82
	C Emergency Rent or Mortgage Assistance	349	446	223
	D Emergency Car or Home Repair	1	1	1
	E Emergency Temporary Shelter	30	38	19
	I Emergency Transportation	13	17	9
	K Emergency Clothing	24	32	16
NPI 6.4	Family Supports			
	C Obtained Access to reliable transportation or licence	3	4	2
	E Obtained or maintained safe and affordable housing	41	52	26
NPI 6.5	Service Counts			
	A Food Boxes	325	437	218
	C Units of Clothing	312	419	210
	E Information and Referral Calls	16	22	11
	FAR FAR (Financial Assistance Ratio) - to adjust for the increase in the 2013 grant.	1.34		
	CSBG CAA 2013 Financial Assistance Budget	295000		
	CSBG CAA 2011 Financial Assistance Expense	219456		
ADJ	ADJ (Adjustment Factor) - to make the targets more conservative.	0.95		
	Mid-Year Calc	0.50		
* CSBG Agreement for 2012 was extended through March 31, 2013. The 2012 Agreement's final / actual data will be available by March 31, 2013.				

Attachement V-A - Budget Summary

Samaritan House (SUB-Contractor) Budget Summary 2013 CSBG Grant - Agreement #12-F-4440

Section 10 – Administrative Costs

Position Title	Amount	Justification / Description	Percent	Months	Position Budget
Director of Finance	\$3,533	This position oversees contract compliance, financial and data reporting.	3.4%	12	\$ 3,533
Data Manager	\$24,833	Manages data collection and reporting for the 8 agency collaborative. Other functions include data entry (NPI indicators) and quality assurance processes on NPI reporting for the contract.	43%	11	\$ 24,833
Accounting Assistant	\$6,463	Grant accounting, billing and documentation.	15%	11	\$ 6,463
Fringe Benefits	3,971	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, workers compensation (6%),			
Audit	\$1,507				
SUB TOTAL	\$40,306				

Section 20 – Program Costs

Community Action Agency Program Director	\$58,344	This position ensures all program participants in the 8 partner agencies meet CSBG eligibility by working with clients and case managers. This position also conducts outreach activities to clients and community partners to increase client access to services and additional resources. Additional activities include facilitating the program oversight committee (comprised of representatives from all partner agencies countywide). This committee is the vehicle used to roll out program information, ensure consistent program requirements amongst providers, problem solve program issues, and to implement the client assistance appeals process.	88%	12	\$ 58,344
Accountant Assistant	\$11,280	Activities in the programmatic side primarily entail working with the client, case managers and third party vendors on eligibility issues in order to release payments to vendors. Many times this position may have to work with vendors (i.e. landlords) to explain the program requirements in order to gain confidence to obtain necessary information and eligibility documents on behalf of the client. Other activities include issuing the check and coordinating delivery to vendor (i.e. vendor or case manager pick-up) as most homelessness prevention assistance comes with a high sense of urgency due to late payments and other factors.	24%	12	\$ 11,280
Fringe Benefits	\$9,031	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, workers compensation (6%).		12	
Operating Expenses	\$4,500	Cell phone, communications, copying and paper, forms, utility and occupancy, liability insurance, data connectivity and maintenance for program staff.		12	

Other Costs – Direct Clients’ short term services/assistance (as indicated in the NPI)	\$293,094	Direct payments to third party vendors (i.e. landlords, PG&E, propane vendor, moving costs or car repair for going to work) on behalf of eligible individual or families.		12	
SUB TOTAL	\$376,249				

SH TOTAL	\$416,555	
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TOTAL \$416,555