

**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 Core services on June 4, 2013; and

WHEREAS, the parties amend the Agreement on July 9, 2013, to add the CDBG funding; and

WHEREAS, the parties once again amend the Agreement on January 1, 2014 to add the Cost of Living Adjustment (COLA); and

WHEREAS, the parties now wish to further amend the Agreement to add the CDBG funding for FY 2014-15.

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 herein and in Exhibit "A1" and "A2," County shall make payment to Contractor based on the rates and in the manner specified in Revised Exhibit "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 Three Hundred Seventy Nine Thousand Nine Hundred Ninety One Dollars, (\$379,991).

2. Exhibit A2 – Program/Project Description - is added to the Agreement and incorporated by reference herein.

3. Original Exhibit B1 is replaced with Exhibit B2.

4. Attachment I – HUD Program Requirements – is added to the Agreement and incorporated by reference herein.

All other terms and conditions of the Agreement dated June 4, 2013 and as amended July 9, 2013 and January 1, 2014, 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

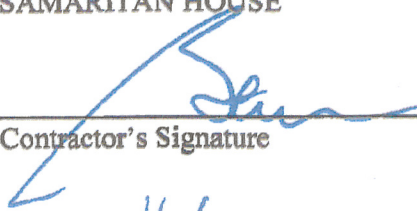
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SAMARITAN HOUSE



Contractor's Signature

Date: 8/7/14

Exhibit A2
Program/Project Description
Samaritan House Core Services
Community Development Block Grant
(CDBG)
FY 2014-2015

Program Description:

In consideration of the funding assistance payments set forth in Exhibit B2, Contractor shall provide the following services:

With a goal of serving a minimum of 807 unduplicated persons or families, providing safety net services to help meet the essential daily needs of low-income residents in San Mateo County. Providing comprehensive case management, helping families and individuals move toward self-sufficiency and reducing the risks of child abuse and neglect. Case Management is delivered in English and Spanish. In instances where residents speak another language, they are asked to bring a family member or friend to help translate.

Community Development Block Grant (CDBGF) Requirements

1. **Reimbursement Payment Overview:** CDBG may be used to pay for costs incurred for the following: the cost of labor, supplies, and materials to deliver the above-referenced services(s), and a share of costs of operating and maintaining a portion of the facility in which the service(s) is/are located. This includes the lease of a facility, equipment, and other property needed for the public service. Payment to Contractor may be made based on a unit cost of service delivery.

CDBG funds may not be used as advances to Contractor, only for reimbursement for services rendered.

CDBG will not pay for: income payments to individuals, supporting Contractor administration, or other costs not associated with the CDBG-funded service delivery. **For Example, CDBGF will not pay for gift cards.** Costs must be allowable, reasonable, and allocable, subject to OMB Circular A-122, "Cost Principles for Non-Profit Organizations", or OMB No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments.

Unless otherwise noted, payment to Contractor shall be made quarterly in accordance with the cost allocation budget below, which shows an estimated reimbursement schedule of amounts for County funding under this Amendment to the Agreement. All invoices must be supported by adequate documentation

acceptable to DOH/HSA (See Exhibit B2). 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 10% from the original estimated CDBG-budgeted line item must be approved in writing by DOH/HSA Director.

Cost Allocation Budget

Budget Activity Description	Agency Total (\$)	Program (\$)	CDBG-Funded (\$)	Estimated number of persons or families or unduplicated households benefited
				807
Labor	\$3,991,097	\$576,849	\$25,004	

Unless agreed to otherwise by the parties to this Amendment to the Agreement, one hundred percent (100%) of clients served with funding under this amendment must be low-income as defined by U.S. Department of Housing and Urban Development for San Mateo County. The current low-income standards for San Mateo County can be found at www.smchousing.org. Family income will be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification income.

2. NEPA Exemption: CDBG funding for the program activity funded in this amendment to the Agreement is exempt from environmental review (ER) in according with the National Environmental Protection Act under 24 CFR Part 58 sec. 58.34 (4). Should DOH/HSA determine that the activity is not exempt under the aforementioned regulation, DOH/HSA will notify Contractor that an ER will be prepared and that any non-staff costs to undertake the ER will be deducted from the proceeds of the funding provided in this Agreement. In no case will funds be disbursed to Contractor until an ER determination has been made and/or completed to the satisfaction of the DOH, as the case may be.
3. Required Quarterly Reporting: Contractor shall submit to HSA a Quarterly Performance Report within 30 days of the end of each quarter. These reports may be accessed from the DOH website at www.smchousing.org. Required quarterly reporting will be entered into City Data Services (CDS) electronically and consist of three parts;

a) Performance Summary, to be submitted on a form provided by HSA, which will summarize the number of clients served by their ethnicity and income. Data will be entered for both households and individuals. Data on domicile (city) of clients will also be provided.

b) Narrative Report, which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization. A recommended format will be provided by DOH/HSA. The narrative is required even if no activity has taken place with the quarter.

c) Invoice and Expense Summary Report: All electronically generated invoices must include proper back up paperwork and documents (documents, such as expense, payroll, time cards, etc. must be uploaded into CDS).

4. Required Year-End Reporting. An additional report is required at fiscal year-end:

Funding Sources Final Report, that shows the total of all funds expended for the program. This form may be found at www.smchousing.org.

5. Monitoring: In accordance with Paragraph 13 herein, *Retention of Records, Right to Monitor and Audit*, DOH may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring. Monitoring objectives will be to determine if Contractor is: (a) carrying out community development objectives consistent with CDBG Program; (b) carrying out the program in a timely manner; (c) charging costs to the CDBG-funded activity that are eligible under applicable laws and CDBG regulations, and which costs should be reasonable in light of the services delivered (d) conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse; and (e) operating on a level that indicates it possesses a continuing capacity to carry out the CDBG-funded activity.

6. Contract Number: All correspondence, invoices, payments, and reports must include the County contract number.

Program Outcome:

At least 70% of the clients retuning for re-evaluation will show increases in their self-sufficiency level across all 12 indicators of the Samaritan House Family Matrix.

**Exhibit B2
Method of Rate of Payment**

**Samaritan House
CDBG 2014-15**

A) In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount per instructions below:

In order to achieve administrative efficiencies and minimize Department of Housing and Urban Development (HUD) reporting, the total remaining General Fund (GF) for the FY 2014-15 will be reduced by \$58,926 and replaced by \$83,930 of Community Development Block Grant (CDBG) and net increase of \$25,004. HSA will reallocate the \$58,926 in Net County Cost originally budgeted for Samaritan House to the six remaining CORE agencies through amendments on their Agreements based on the chart below.

The CDBG funding source is hereby added to this Agreement for the FY2014-15 is a limited time funding and subject to availability of CDBG funding.

Agency	Net Increase	CDBG	General Fund
Coastside Hope	\$ 9,821		\$ 9,821
El Concilio	\$ 9,821		\$ 9,821
YMCA of SF (Community Resource Center)	\$ 9,821		\$ 9,821
Fair Oaks Comm. Center	\$ 9,821		\$ 9,821
Puente	\$ 9,821		\$ 9,821
Pacific Resource Center	\$ 9,821		\$ 9,821
Samaritan House Core	\$ 25,004	\$ 83,930	\$ (58,926)
TOTAL	\$ 83,930		

All invoices for the GF, and quarterly CDBG invoices in CDS should be submitted quarterly and separately to HSA, as stated in Exhibit A2 (Required Quarterly Reports) and per schedule below. In any event the total amount of the Agreement for the FY 2014-15 shall not exceed \$136,492.

	FY13-14	F Y14-15	FY 15-16	New Total
Existing GF	\$ 110,192.00	\$ 111,488	\$ 111,488	\$ 222,976
GF Reduction	\$ 54,480.80	\$ 58,926		
Remaining GF	\$ 53,760.20	\$ 52,562		
CDBG	\$ 76,300.00	\$ 83,930		
Contract Total	\$ 132,011.20	\$ 136,492	\$ 111,488	\$ 379,991.20

In any event the total amount of the Agreement for FY 2013-2016 shall not exceed \$379,991.20.

- B) County may terminate this Agreement or a portion of the services referred to in Exhibit A and A2, based upon availability of federal, state or county funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
- C) All quarterly reports and invoices are to be submitted (via CDS posting) to the County of San Mateo Human Services Agency Center on Homelessness, 1 Davis Drive Belmont, CA 94002.

Required Reports to process invoices:

The Contractor shall submit invoices within 30 days of the end of each quarter **(except on last quarter, to be submitted by early July)** and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below.

Quarterly Reports must contain the following:
• Client services delivered
• Documentation of successfully funded commitments of new or increased revenues for the Fiscal Years 2013-2016
• County OMB Outcomes Based Management Report
• Contract Service Report
• CDBG Required reports will be posted into City Data Services

Attachment I - HUD Program Requirements

1. RECORDS AND REPORTS §570.503 (b)(2)

Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years after completion of all services rendered under this Agreement.

2. PROGRAM INCOME §570.503 (b)(3) – CDBG Program

If specifically authorized in this agreement, Contractor may keep CDBG program income. In all cases CDBG program income must be used for CDBG eligible activities. Program income is defined at 24 CFR 570.500 as gross income that is directly generated from the use of CDBG funds. Program income includes, but is not limited to: proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; proceeds from the disposition of equipment purchased with CDBG funds; gross income from the use or rental of real or personal property acquired with CDBG funds, less costs incidental to generation of the income; and gross income from the use or rental of real property that was constructed or improved with CDBG funds, less costs incidental to generation of income. For activities funded with CDBG funds, Contractor shall comply with CDBG program income requirements at 24 CFR 570.503 and 504. Unless specifically designated otherwise by the County herein, any program income on hand when the agreement expires, or received after the agreement's expiration, will be transferred to the County.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS §570.503 (b)(4)

A. Contractor, if a governmental entity or public agency, shall comply with the requirements and standards of OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable sections of 24 CFR §85 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", as set forth in 24 CFR §570.502 (a).

B. Contractor, if a non-profit organization, shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations", OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations", and applicable Attachments to OMB Circular No. A-110, as set forth in 24 CFR §570.502 (b).

4. OTHER PROGRAM REQUIREMENTS §570.503 (b)(5)

Contractor, to the extent applicable to this Agreement, shall comply with the following Federal laws and regulations as set forth in **24 CFR §570.600-612**:

A. Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance, including community development funds, on the grounds of race, color, or national origin. **§570.601 (a)(1)**

B. Public Law 90-284, Fair Housing Act (42 U.S.C. §§3601- 20), which provides that it is the policy of the United States to provide, within constitutional limitations, fair housing throughout the United States and prohibits any person from discriminating in the sale, rental, or financing of housing on the basis of race, color, religion, sex, national origin handicap or familial status. The Fair Housing Act, as amended in 1988, also establishes requirements for the design and construction of new rental or for sale multifamily housing to ensure a minimum level of accessibility for persons with disabilities. Multifamily dwelling units in buildings containing 4 or more units served by one or more elevators, or ground floor dwellings units with 4 or more units, constructed for first occupancy after March 13, 1991, must be designed and constructed in a manner that the public and common use portions of such dwellings are readily accessible to and usable by disabled persons. All premises within such dwellings must incorporate features of adaptive design regarding accessibility routes into and through the dwelling and design features within the units. (Regarding accessibility design issues, State accessibility requirements will prevail if they are stricter than federal requirements.) **§570.601 (a)(2)**

C. Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services, programs or benefits supported by Federal funds. **§570.602**

D. Rehabilitation Act of 1973, Section 504, which prohibits discrimination against otherwise qualified handicapped persons in the provision of programs, facilities and employment supported by Federal funds. **§570.602**

In the case of multifamily rental housing, projects of five or more units must be designed and constructed to be readily accessible to and usable by persons with disabilities. For new construction involving five or more units, and substantial rehabilitation projects of 15 or more units (with substantial rehabilitation defined as rehabilitation costs representing 75 percent or more of the replacement costs of the completed facility), the following requirements must be followed - a minimum of 5 percent of the dwelling units must be accessible to individuals with mobility impairments and an additional 2 percent accessible to individuals with sensory impairments. At the minimum, one unit shall be made accessible to mobility-impaired individuals and one unit accessible to sensory impaired individuals. When less than substantial rehabilitation is undertaken in multifamily rental housing projects of any size, these alterations must, to the maximum extent feasible, make the dwelling units accessible to and usable by individuals with disabilities, until a minimum

of 5 percent of the dwelling units (but not less than one unit) are accessible to persons with mobility impairments; for this category of less than substantial rehabilitation, the additional 2 percent of the units for persons with sensory impairments does not apply. Also for this category of rehabilitation, if undertaking accessibility alterations imposes undue financial and administrative burdens on the operation of the multifamily housing project, the alterations are not required.

In the case of non-housing facilities involving new construction, the facilities shall be designed and constructed to be readily accessible to and usable by persons with disabilities. For facilities involving alterations, to the extent possible, the alterations should ensure that such facilities are readily accessible to and usable by individuals with disabilities. An element of an existing non-housing facility need not be made accessible, if doing so, would impose undue financial and administrative burdens on the operation of the recipient program or activity. (However, State law will prevail if State accessibility requirements are stricter than federal 504 requirements.) Recipients are still required to take other actions that would ensure that persons with disabilities receive the benefits and services of the program.

G. Environmental Standards – NA. **§570.604**

H. Flood Disaster Protection Act of 1973, which provides that no federal financial assistance for acquisition or construction purposes may be approved for an area having special flood hazards unless the community in which the area is located is participating in the National Flood Insurance Program. **§570.605**

I. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for relocation assistance for any family, individual, business, non-profit organization or farm displaced as a result of acquisition of property with federal funds. **§570.606**

J. Executive Order 11246, as amended by Executive Order 12086, Equal Employment and Contracting Opportunities, which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federally assisted construction contracts. **§570.607 (a)**

J. Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38), which requires that, in the planning and carrying out of any project assisted under the Act, that to the greatest extent feasible, opportunities for training and employment be given to low- and moderate-income persons residing within the MSA in which the project is located, and that contracts for work in connection with the project be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in the MSA as the project. For all construction and rehab projects receiving \$100,000 or more of CDBG or HOME financial assistance, to the greatest extent feasible,

economic opportunities will be given to Section 3 residents and businesses in the MSA. Section 3 Residents are defined as: 1) residents of public housing; or 2) low and very-low income persons living in the MSA. Section 3 Businesses are defined as businesses: 1) that are at least 51% owned by Section 3 Residents; 2) whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or 3) that provide evidence of a commitment to subcontract to Section 3 business concerns in excess of 25% of the dollar award of all subcontracts awarded. Contractors must maintain appropriate documentation of their efforts to comply with Section 3 requirements.

§570.607 (b)

K. Lead-Based Paint Poisoning Act, which prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal assistance. **§570.608**

L. Housing & Community Developments Act of 1974, 24 CFR Part 5, which provides that assistance shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any Contractor or sub recipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR part 24. This provision covers all Contractors and subrecipients, as well as subcontractors of Contractor or subrecipient, whose names are included in the "List of Parties Excluded from Federal Procurement and Nonprocurement Programs." Inclusion in the aforementioned List during the term of this agreement would constitute grounds for contract termination as described in Sections 1 and 2 herein this Exhibit. The aforementioned List can be found on the Web at www.sam.gov. **§570.609**

M. Uniform Administrative Requirements and Cost Principles – See Item 4 above. **§570.610**

N. Conflict of Interest - No members, officers, or employees or agents of County, no member of the County's Board of Supervisors, and no other public official who exercises any function or responsibility with respect to this Program during his/her tenure, or for one year thereafter, shall have any financial interest, direct or indirect, in this Agreement or a related subcontract, or the proceeds thereof.

During his/her tenure, and for one year thereafter, no member, officer, board member or employee or agent of Contractor who exercises any function or responsibility with respect to Contractor's performance hereunder, shall have any personal financial interest, direct or indirect, in any real property or improvements receiving a direct benefit from the Program. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is

about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award.

Contractor shall not contract with any third party or subcontractor that will cause a violation of the preceding paragraph. Contractor shall incorporate the above provision into all contracts awarded in connection with this Agreement. **§570.611**

O. Executive Order 12371 – NA **§570.612**

5. BREACH OF AGREEMENT §570.503 (b)(6)

This Agreement is governed by applicable federal statutes and regulations, as referred to elsewhere herein. Any material deviation by Contractor for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a breach of this Agreement and may be cause for termination at the election of County or upon the direction of HUD.

6. AGREEMENT TERMINATION §570.503 (b)(6)

In the event Contractor is unable to fulfill its responsibilities under this Agreement for any reason whatsoever, including circumstances beyond its control, County may terminate this Agreement in whole or in part in the same manner as for breach hereof.

7. REVERSION OF ASSETS §570.503 (b)(7) – CDBG Program

The sub-recipient/contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the subrecipient's control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the subrecipient in the form of a loan) in excess of \$25,000 is either:

- A) Used to meet one of the national objectives in §570.208 until five years after expiration of the agreement, or longer for such longer period of time as determined to be appropriate by the recipient; or
- B) Not used in accordance with 7A above, in which event the subrecipient shall pay to the recipient an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the recipient. (No payment is required after the period of time specified in 7A above.)

8. Emergency Solutions Grant (ESG)

The subrecipient/contractor must have policies and procedures to ensure the requirements of the ESG funding are met. These procedures must ensure that EG

funds are used in accordance with program requirements, including definitions of homelessness. The minimum eligibility criteria for ESG beneficiaries are as follows: For essential services related to street outreach, beneficiaries must meet the criteria under paragraph (1)(i) of the "homeless" definition under § 576.2. For emergency shelter, beneficiaries must meet the "homeless" definition in 24 CFR 576.2. For essential services related to emergency shelter, beneficiaries must be "homeless" and staying in an emergency shelter (which could include a day shelter). For homelessness prevention assistance, beneficiaries must meet the requirements described in 24 CFR 576.103par. For rapid re-housing assistance, beneficiaries must meet requirements described in 24 CFR 576.104. Further eligibility criteria may be established at the local level in accordance with 24 CFR 576.400(e).

9. The CFDA # for the entitlement programs to which this applies are as follows:

- 1) Community Development Block Grant (CDBG): 14.218)
- 2) Emergency Solutions Grant (ESG): 14.231

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