

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

WHEREAS, the parties wish to amend the Agreement to continue to act as the Service Coordinator for the grant administration and to continue to collaborate with the other Core Service Agencies to provide CSBG services.

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 A1 – Program/Project Description and Specific Requirements

Exhibit B1 – Payment Terms

Attachment V – 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 and A1" County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B and B1." 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 **Seven Hundred Thirty Six Thousand Two Hundred Ninety Dollars, (\$736,290).**

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: _____

Exhibit A1
Program/Project Description and Specific Requirements
CSBG Program FY 2011 and FY 2012
Samaritan House
1/1/2012 – 03/29/2013

Program Description;

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

For the FY 2011 and 2012 CSBG (Same NPI Targets)

- Provide reliable access to transportation to program participants (*NPI 1.2 – F & NPI 6.4 - C);
- Provide funding for safe and affordable housing expenses (including rental assistance and security deposit/moving cost) to eligible clients (NPI 1.2 – H & NPI 6.4 E);
- Collaborate with San Mateo County Agencies (non-profit and County agencies) to assist referred clients and connect them to necessary service and benefits (NPI 4.1 – A);
- Provide assistance to vulnerable population (especially Senior Citizens and disabled clients) of San Mateo County with limited income to meet their basic needs (NPI 6.1 – A & B);
- Provide emergency assistance (food, utility payment, emergency mortgage or rent, car or home repair, temporary shelter, transportation, and clothing) to low income clients (especially vulnerable population) to achieve self sufficiency (NPI 6.2 – A,B,C,D,E,I,K);
- Support referred low income and vulnerable population with services such as; food boxes, clothing and information & referral (NPI 6.5 – A,C,E).

*Number of clients/program participants that are reflected in the National Performance Indicator (NPI) for the Community Services Block Grant (CSBG)/CSD 801 – Attachment II.

County Requirements

1. County Reimbursement Payment Overview:

Unless otherwise noted, payment to Contractor shall be made bi-monthly in accordance with the cost allocation budget (CSD 425.S – Attachment I). 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 for FY 2011 CSBG:** 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 Programmatic 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, 2012 for the period of January 15, 2011 – June 30 2012.

Annual Programmatic 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, 2013, for the period of January 15, 2012 – December 31, 2012.

- c) Other Annual Reports – CSBG/IS : Contractor will submit the following annual reports for the period of January 15, 2012 – June 30, 2012, by February 20, 2013: CSBG Fiscal Data (Other Funds - CSD 425.OF and Other Resources – CSD 425.OF), and Management Accomplishment (CSD 090).
- d) Close-Out Report; Contractor shall submit all of the appropriate CSD closeout forms within 90 days after contract expiration date. The closeout report includes the following forms; CSBG contract closeout checklist and certification of documents transmitted (CSD 715), closeout program income/interest earned expenditure report (CSD 715C), and closeout equipment inventory schedule (CSD 715D).

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

3. **Required Reporting for FY 2012-13 CSBG:** Contractor shall submit to the Human Services Agency (HSA):

- e) 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.
- f) 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 Programmatic 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, 2012, for the period of January 1, 2011 – June 30 2012.

Annual Programmatic 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, 2013, for the period of January 1, 2012 – December 31, 2012.

- g) Other Annual Reports – CSBG/IS : Contractor will submit the following annual reports for the period of January 1, 2012 – June 30, 2012, by February 20, 2013: CSBG Fiscal Data (Other Funds - CSD 425.OF and Other Resources – CSD 425.OF), and Management Accomplishment (CSD 090).
- h) Close-Out Report; Contractor shall submit all of the appropriate CSD closeout forms within 90 days after contract expiration date. The closeout report includes the following forms; CSBG contract closeout checklist and certification of documents transmitted (CSD 715), closeout program income/interest earned expenditure report (CSD 715C), and closeout equipment inventory schedule (CSD 715D).

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

- 4. Monitoring: HSA may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring visit. HSA will hold Samaritan House responsible for data accuracy and audit.
- 5. Audits and Penalties: Contractor will cooperate with HSA to respond to any audit of CSBG funds administered by CSD. In the event that CSD, pursuant to an audit finding related to funds administered by HSA, requires repayment of CSBG funds or payment of a penalty, Contractor shall bear budgetary responsibility for any such payments.
- 6. Contract Number: All correspondence, invoices, payments, and reports must include the County contract number.

Exhibit B1

Payment Terms CSBG Program FY 2011 and 2012

**Samaritan House
1/1/2012 – 03/29/2013**

In consideration of the services provided by Contractor in Exhibit "A revised", 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 (CSD 425.S – Attachment I). 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 determines 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.

In no event the total obligation of this Agreement shall exceed \$736,290 in the manner below:

- For the FY 2011, CSBG is in the amount of \$364,444, for the period of January 15, 2012- December 31, 2012; and
- For the FY 2012, CSBG's first release is in the amount of \$54,770 (2012 total anticipated amount could be increased up to \$371,846) for the period of January 15, 2012 - December 31, 2012.
- For FY 2012-13, CSBG's second release in the amount of \$317,076, for the period of April 2012-March 2013.

Samaritan House (SUB-Contractor) Budget Summary
2012 CSBG Grant - Agreement #12-F-4440
Budget Narrative

Section 10 – Administrative Costs

Position Title	Amount	Justification / Description	Total Salary	Percent	Months	Position Budget
Director of Finance	\$3,114	This position oversees contract compliance, financial and data reporting.	\$ 103,809.00	3%	12	\$ 3,114
Data Manager	\$25,200	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.	\$ 63,000.00	40%	12	\$ 25,200
Accounting Assistant	\$7,990		\$ 47,000.00	17%	12	\$ 7,990
Fringe Benefits	\$8,713					
Audit	\$1,200					
SUB TOTAL	\$46,217					

Section 20 – Program Costs

Director of Programs Services	\$2,400	The Director of Programs provides supervision and guidance to the Grant and Eligibility Manager around programmatic issues.	\$ 80,000.00	3%		\$ 2,400
Accountant Assistant	\$7,050	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.	\$ 47,000.00	15%		\$ 7,050

Fringe Benefits	\$2,268	Fringe benefits include all applicable payroll taxes & PTO (8%), health benefits-medical, dental, LTD, life, chiro, employee assistance program, FSA account (12%), workers compensation insurance (4%).				
Operating Expenses	\$17,479	Cell phones and services, copying and paper, forms, utility and occupancy, liability insurance, data connectivity and maintenance, Board meeting expenses, Milage for admin staff and other startup and other expenses.				
Other Costs – Direct Clients' short term services/assistance (as indicated in the NPI)	\$296,432	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.				
SUB TOTAL	\$325,629					

TOTAL	\$371,846	
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