

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

THIS THIRD 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" ("collectively, the Parties").

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 to provide a comprehensive data analysis of local homeless data on October 1, 2014; and

WHEREAS, the Parties amended the agreement to provide a homelessness system redesign on June 18, 2015; and

WHEREAS, the Parties now wish to further amend the agreement to provide technical assistance on Continuum of Care activities and add the Federal Housing and Urban Development (HUD) Planning Grant funding in the amount of \$44,455, for a total agreement amount of \$144,155.

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

1. Section 3 Payment - of the agreement is amended to read as follows:

In consideration of the services rendered in accordance with all terms, conditions, and specifications set forth herein and any Exhibit(s) or attachment(s) attached hereto, County shall make payment to Contractor in the manner specified herein and in Exhibit A and A1. 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. 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 total payment for services under this agreement exceed One Hundred Forty Four Thousand One Hundred Fifty Five Dollars (\$144,155).

2. Exhibit A1 - Program/Project Description - is added to the agreement.

See Attachment.

3. Exhibit B2 – Amount and Method of Payment – is added to the agreement.

See Attachment.

4. **All other terms and conditions of the agreement dated October 1, 2014, as amended on June 18, 2015, between 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

FOCUS STRATEGIES



Contractor's Signature

Date: 7/21/15

Exhibit A1
Program/Project Description
Focus Strategies

In consideration of the payments set forth in Exhibit B, Amount and Method of Payment, Contractor shall provide the following services under the general direction of the Director of the Human Services Agency or her/his authorized representatives:

Technical Assistance on Continuum of Care Activities

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

Tasks include:

1. 2015 CoC Application:
 - Finalize support of the Review Panel in rating and ranking applications.
 - Finish draft and edit the Collaborative Application.
2. 2016 Sheltered Count and Housing Inventory:
 - Provide technical support and training to HSA staff on methodology for collecting Point in Time (PIT) and Housing Inventory Count (HIC) data.
 - Provide technical support on compiling data and upload to Homeless Data Exchange (HDX) system.
3. 2016 CoC Application:
 - Provide training to HSA staff on compiling Grant Inventory Worksheet.
 - Review 2016 Notice of Funding Availability (NOFA).
 - Provide technical assistance to HSA staff on Collaborative Application and Project Applications (see Table 1– Exhibit B2).
4. CoC Planning and Governance Tasks:
 - Provide technical assistance to HSA staff on revisions to CoC Governance Charter and development of CoC policies and procedures.
 - Advise HSA on governance and operational structure for the Homeless Management Information System (HMIS), including how to divide tasks among Center on Homelessness (COH), Business Systems Group (BSG), and contractors (if any).
 - Provide other technical support to CoC staff and committees as needed to comply with HUD requirements.

Contact for invoices at San Mateo County Human Services Agency:

Christine Ferry, Human Services Analyst II
1 Davis Drive
Belmont, CA 94002
Phone: (650) 508-6732
Email: cferry@smchsa.org

Exhibit B2
Amount and Method of Payment
Focus Strategies

In consideration of the services provided by Contractor in Exhibit A1, County shall pay Contractor based on the following Activities Schedule and according to the following Payment Schedule, unless otherwise specifically authorized by the Director of the Human Services Agency or her/his authorized representative.

County shall pay Contractor per milestone for actual cost based on the dates and tasks completed and incurred upon receipt and approval of invoices (Net 30 - within 30 days of the end of service). County shall pay the invoices within 20 business days following receipt of invoice and required reports.

The timeline in Table 1 is based on a projected contract execution date of July 1, 2015. Given that the date for release of the annual United States Department of Housing and Urban Development (HUD) Notice of Funding Availability (NOFA) is not known, Focus Strategies has developed this scope on the assumption that the 2015 NOFA will come out in late June 2015 and the 2016 NOFA will come out in April 2016. The costs detailed are based on the assumption that the content and process for the 2015 and 2016 applications will be substantially the same as in the 2013 application. If the 2015 or 2016 NOFA requires significant new process components and/or new and different information or data analysis, additional costs may be involved.

Contact for San Mateo County Human Services Agency:

Christine Ferry, Human Services Analyst II

1 Davis Drive

Belmont, CA 94002

Phone: (650) 508-6732

Email: cferry@smchsa.org

Table 1. Technical Assistance Continuum of Care Activities (COC)

Activities Schedule	***Timeline		Cost
	Start Date	End Date	
1. 2015 CoC Application			
a. Finish the review NOFA and instructions; identify key changes; assist HSA staff to develop overall strategy, rating and ranking policy, new project funding criteria, and timeline for completion of all portions of the grant.	July 1, 2015	August 30, 2015	\$9620
b. Finish the preparation of instructions for applicants for renewal and new project applications.	July 1, 2015	August 30, 2015	
c. Finish the process of support for Review Panel in rating and ranking applications (prepare renewal application scoring data, prepare materials for review of new applications, attend Panel meeting and respond to technical questions).	July 15, 2015	August 30, 2015	
d. Finish draft of sections of the Collaborative Application (Exhibit 1); advise CoC to maximize score. *	July 15, 2015	August 30, 2015	

Task/Activity	***Timeline		Cost
	Start Date	End Date	
e. Review Project Applications (Exhibit 2); identify needed corrections; respond to Applicant questions; and train HSA staff on technical requirements for Project Applications.	August 1, 2015	August 30, 2015	
2. 2016 Sheltered Count and Housing Inventory			
a. Provide technical support and training to HSA staff on methodology for collecting sheltered PIT and HIC data (from HMIS system and manual provider survey).	Dec 1, 2015	February 28, 2016	\$6,570
b. Provide technical support on compiling data and upload to HDX system.	March 1, 2016	April 30, 2016	
3. 2016 CoC Application			
a. Provide TA and training to HSA staff on compiling Grant Inventory Worksheet and completing CoC registration.	February 1, 2016	March 30, 2016	\$15,045
b. Review 2016 NOFA; analyze changes and implications; provide TA on overall strategy, rating and ranking policy.	April 1, 2016	April 15, 2016	
c. Provide technical assistance to HSA staff on the Collaborative Application (Exhibit 1); respond to questions; review and edit drafts; advise on how to maximize overall score.**	April 15, 2016	June 30, 2016	
d. Provide technical support to HSA staff on Project Applications (Exhibit 2), including help with developing and implementing a rating and ranking process and system training to ensure applications are technically correct and advise of competitiveness of new projects.	April 15, 2016	June 30, 2016	
4. CoC Planning and Governance Tasks			
a. Provide assistance to HSA staff on revisions to CoC Governance Charter and development of CoC policies and procedures (including written standards for CoC assistance, coordinated entry policies, coordination of CoC and ESG funding).	July 1, 2015	June 30, 2016	\$13,220
b. Advise HSA on governance and operational structure for HMIS system, including how to divide tasks among Center on Homelessness, BSG, and contractors (if any); and advise on development of HMIS policies and procedures.	July 1, 2015	June 30, 2016	
c. Other technical support to CoC staff and committees as needed to comply with HUD requirements.	July 1, 2015	June 30, 2016	
Total FY 2015-2016			\$44,455

* Assumes Exhibit 1 is substantially similar in 2015 to the 2013 version.

**Assumes HSA is lead on drafting Collaborative Application, with support from Focus Strategies.

*Please note the payment schedule below, which distributes payments as work is completed.

***Timeline may be changed only as agreed upon by both Parties.

Invoices will be submitted on the following schedule.

PAYMENT SCHEDULE	
Invoice Schedule	Cost*
July 31, 2015	\$12,560
August 31, 2015	\$12,560
December 31, 2015	\$4,835
February 28, 2016	\$10,000
April 30, 2016	\$10,000
June 30, 2016	\$10,000
TOTAL	\$59,955

Total contract obligation is \$144,155. This includes:

\$50,460 in FY 2014-15

\$33,730 added FY 2014-15

\$15,500 added FY 2015-16

The amendment adds \$44,455 for FY 2015-16.

As of June 2015, Contractor has been paid \$84,190 for services completed.

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: Focus Strategies

Contractor Number: Choose a building block.

Date this Form Was Completed: 6/10/2015

Name of Person Completing Form: J. Jumper, HSA Analyst

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? (For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/> YES	<input type="checkbox"/> NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



CERTIFICATE OF LIABILITY INSURANCE

MKSCO-1 OP ID: ZCPJ

DATE (MM/DD/YYYY)

06/12/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER EPIC/James C Jenkins Ins Srvc License No. 0545478 P.O. Box 5668 Concord, CA 94524 House Account		Phone: 925-798-3334 Fax: 925-609-5381	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED Megan Kurteff Schatz Focus Strategies and MKS Consulting 1760 Creekside Oaks Dr Ste 120 Sacramento, CA 95833		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Co INSURER B: Hartford Ins Co of the Midwest INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 29424 37478	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		57SBABZ9764	06/12/2015	06/12/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPIOP AGG \$ 4,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			57SBABZ9764	06/12/2015	06/12/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$			57SBABZ9764	06/12/2015	06/12/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			57WECGB7232	11/01/2014	11/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab Retro Date 061206			57SBABZ9764	06/12/2015	06/12/2016	Limit \$ 1,000,000 Ded \$ 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

San Mateo County Human Services Agency is named additional insured with respect to General Liability per written contract with the named insured per form SS00080405

CERTIFICATE HOLDER**CANCELLATION**

COUNTY County of San Mateo Human Services Agency 1 Davis Drive Belmont, CA 94002	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.