

**SIXTH AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
LIFEMOVES**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of June, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LIFEMOVES, 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, on June 18, 2013, the parties entered into an agreement with Contractor's predecessor, InnVision Shelter Network, for Shelter Operations in an amount not to exceed \$974,670 for the term of July 1, 2013 through June 30, 2016; and

WHEREAS, on September 10, 2013, the parties amended the agreement to increase the funding by \$180,671 for an amount not to exceed \$1,155,341 to allow Contractor to serve an additional four hundred fifteen unduplicated households with shelter services; and

WHEREAS, on March 11, 2014, the parties amended the agreement a second time to add \$27,077 for a Cost of Living Adjustment (COLA), for an amount not to exceed \$1,182,418; and

WHEREAS, on November 4, 2014, the parties amended the agreement a third time to add \$212,053 in funding from the Community Development Block Grant (CDBG), Emergency Solution Grant (ESG), and the Rapid Re-Housing Grant (RRH) funding for FY 2014-15, for an amount not to exceed \$1,394,471; and

WHEREAS, on August 4, 2015, the parties amended the agreement a fourth time to add \$221,842 for FY 2015-16, for an amount not to exceed \$1,616,313; and

WHEREAS, on March 14, 2016, the parties amended the agreement a fifth time to add \$10,039 for a Cost of Living Adjustment (COLA), for an amount not to exceed \$1,626,352, and to change the name of the Contractor from InnVision Shelter Network to LifeMoves;

WHEREAS, the parties wish to amend the agreement a sixth time to add \$204,652 for FY 2016-17 for an amount not to exceed \$1,831,004, adjust the funding sources, add provisions regarding the Clarity System, and extend the term of the contract by one year to end on June 30, 2017.

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

1. **Section 1 Exhibits and Attachments** of the agreement is amended to read as follows:

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibits A, A1, A2, A3, and A4 – Program/Project Descriptions  
Exhibits B and B4 – Method and Rate of Payments  
Exhibit C – Contractor’s Declaration Form  
Exhibit D – Program Monitoring  
Exhibit E – Outcome Based Management (OBM) Initiative  
Exhibit F – Clarity Human Services Secure Confidential and Private County System  
Attachment I - §504 Compliance

2. **Section 2 Services to be Performed by Contractor** of the agreement is amended to read as follows:

In consideration of the payments set forth herein and in Exhibits B and B4, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, A1, A2, A3 and A4.

3. **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 A, A1, A2, A3 and A4, County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B and Exhibit B4. 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 Eight Hundred Thirty-One Thousand and Four Dollars (\$1,831,004)**.

4. **Section 4 Term and Termination** 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, 2013 through June 30, 2017.

5. **Exhibit A4**, attached hereto, is added to the agreement.
6. **Exhibit B4**, attached hereto, replaces Exhibit B3 revised March 2016 in its entirety.
7. **Exhibit F**, attached hereto, is added to the agreement.
8. All other terms and conditions of the agreement dated June 18, 2013 and all subsequent amendments between the County and Contractor shall remain in full force and effect.

9. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the Parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the agreement shall not be effective unless set forth in a writing and executed by both parties.

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

COUNTY OF SAN MATEO

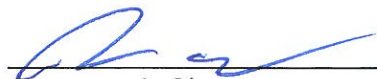
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

LifeMoves

  
\_\_\_\_\_  
Contractor's Signature

Date: May 16, 2016

**Exhibit A4**  
**Program/Project Description**  
**LifeMoves – Shelter Operations**  
**FY 2016-17**

---

**A) Purpose**

Contractor is receiving funding for its five facility based shelter programs which provide short term (1-60 days) and midterm transitional housing (2 to 6 months) for homeless families and single adults from all parts of San Mateo County.

**B) Services to be Provided**

Provide Shelter Services in the manner below:

Shelter Services – Contractor will provide short term (1-60 days) and midterm transitional housing (2 to 6 months) for homeless families and single adults from all parts of San Mateo County. Shelter services will be provided at Haven Family House, Redwood Family House, Maple Street, Family Crossroads and First Step for Families.

**C) Performance Measures**

<b>Program</b>	<b>Individuals to be served in FY 16-17</b>	<b>Percent of individuals/families exiting to permanent housing FY 16-17</b>
Maple Street Short Term	350	20%
First Step Short Term	650	20%
Maple Street Transitional	120	40%
Haven Family House	175	55%
Family Crossroads	65	
Redwood Family House	75	
First Step Mid Term	150	
Total*	1585	N/A

\*Total served is by program. Clients may be served by more than one program. Example: If a client is served by First Step Short Term and then transfers to Haven Family House, the client will be counted in each of those programs.

#### **D) Other Contractor Responsibilities**

- Provide services that are culturally appropriate to the populations served. Staff will be provided with training and orientation and at a minimum one staff shall be fluent in English and Spanish.
- Provide services that are considered low barrier, meaning that participants are not screened out based on having too little or no income, having an active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
- Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for clients who are experiencing or have experienced domestic violence.
- Contractor has clearly written eligibility and admission policies, waiting-list procedures, and grievance policies available for clients at all of the shelters.
- Maintain timely, accurate client records of all clients served, including progress notes, client consent forms, and performance measure data in the Clarity/HMIS database (see Exhibit F).
- Critical Incident Report – All critical incidents will be reported within 24 hours to the County: death, homicide, suicide or suicide attempt, and assault (to client or staff).
- Participate in the County's homeless system redesign and in the Coordinated Entry Systems.
- Participate in point-in-time counts and surveys.
- Submit Quarterly Reports to the Center on Homelessness within 20 days of the end of the prior quarter. Quarterly reports will include:
  - Invoice, with appropriate back-up documentation including timesheets, receipts, etc.
  - Performance measure report
  - Clarity annual performance report (APR)
  - Narrative detailing highlights/activities of funded programs
- Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide year-end results for the performance measures and will include a narrative describing how performance measures were achieved and/or challenges achieving the outcomes.

- Human Services Agency (HSA) staff may request additional information or data and may review additional reports in Clarity to gain additional information on services, needs, and outcomes.
- Use of funds – Contractor will provide a budget summarizing how the funds will be spent.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- All quarterly reports and invoices are to be submitted to County of San Mateo, Human Services Agency, Center on Homelessness, Brian Eggers, 1 Davis Drive - Belmont, CA 94002. Phone – (650) 802-5083. Email – BEggers@smcgov.org

**Exhibit B4  
Method and Rate of Payments  
LifeMoves - Shelter Operations  
FY 2013-17**

---

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay contractor based on the following fee schedule and terms.

**A. General Payment Terms:**

**a. Payment Rates:**

Payment rates for services shown in this contract may be adjusted to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation.

**b. Right of County to Request Additional Services:**

The County may request additional related services under this agreement and adjust program rates for the programs described within this agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

**B. Payment Schedule**

FY 2013-14 through FY 2015-16:

The Contractor has been paid in full for FY 2013-14 in the amount of \$513,144 and FY 2014-15 in the amount of \$546,690. The County anticipates paying the Contractor \$566,518 in FY 2015-16.

FY 2016-17

**i. Department of Housing allocations and offset reduction to this Agreement:**

The Department of Housing (DOH) through a separate contract will support services for Community Development Block Grant (CDBG), Emergency Services Grant (ESG) and Emergency Services Housing (ESH)-Rapid Re Housing (RRH) which have in previous years been contracted under this Agreement. The DOH anticipates an allocation of \$369,828. As a result of the separation of services for CDBG, ESG and ESH-RRH, funding from HSA will be reduced by \$146,918. The offset funding amount of \$146,918 will be distributed to the other CDBG or offset funded shelter service agencies, following the CDBG and general fund offset process established by the Human Services Agency (HSA) and the DOH Housing. The DOH will contract separately with contractor for the CDBG funding.

**ii. HSA Allocation:**

Payments to Contractor for services for FY 2016-17 inclusive of a 2% COLA shall not exceed \$204,652 under this Agreement as shown in Exhibit A4 and budget below.

Funding Source	Allocations
General Fund Allocation	\$344,676
FY 2016-17 COLA	\$6,894
DOH Funding Offset	(\$146,918)
FY 2016-17 Total Allocation	\$204,652

**iii. Invoicing & Payment:**

Contractor shall submit to County invoices quarterly based on the invoicing dates below.

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Due Date	October 20, 2016	January 20, 2017	April 20, 2017	July 5, 2017
Amount	\$51,163	\$51,163	\$51,163	\$51,163

County shall pay invoices within **thirty (30)** working days from receipt and contingent upon receipt of required reports as described in Exhibit A4.

**C. Total Agreement Obligation**

The total Agreement obligation including all services, fees and taxes for the term of the Agreement shall not exceed \$1,831,004.





## COUNTY OF SAN MATEO HUMAN SERVICES AGENCY

### Exhibit F

#### Clarity Human Services Secure Confidential and Private County System

#### **Usage and Data Sharing for the Core Service Agencies and Homeless Service Providers**

##### Background

##### Core Service Agencies

The San Mateo County Human Services Agency (HSA) contracts with eight Core Service Agencies in San Mateo County (the County) to work in tandem to provide basic emergency and support services to County residents who live in poverty.

Since 1999, the Core Service Agencies have used a flat Access database to record and track the services they provide. This Access database was a standalone database within each Core Service Agency. One Core Service Agency utilized the Efforts to Outcomes system to capture client data. One challenge in using these tools was that each Core Service Agency calculated performance results, and therefore community needs, differently. The County and other funders need accurate, unduplicated, synthesized data in order to evaluate and understand safety net needs. To achieve this, the County has implemented a new, Secure, Private, Client Centric and Centralized system by Bit Focus (the vendor), called Clarity Human Services (Clarity). Clarity went live on July 1, 2014. Set-up costs and subscriber licenses for 2 years were paid for with the Measure A funding.

##### Homeless Service Providers

Since 2005, HSA has administered the HOPE (Housing Our People Effectively) web based system, serving as the County's Homeless Management Information System (HMIS), which records, stores, and aggregates information regarding the County's homeless population. Currently there are approximately 200 active users on the HMIS. They include county staff, trusted contracted providers of homeless, housing, and behavioral health and recovery services.

On May 1, 2014, three federal agencies, (Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS) and the Department of Veterans Affairs (VA)), jointly released the 2014 HMIS Data Dictionary and 2014 HMIS Data Manual. These materials updated the HMIS Data Standards, which provide for standardized data collection on homeless individuals and families across systems and communities. Compliance with the new data standards must occur by October 2014.

In order to ensure compliance with these new requirements, HSA amended its contract with BitFocus to expand its current Core Agencies secure user base to include providers of homeless prevention services. The go live date for the HMIS users onto the Clarity Human Services system is November 17, 2014.

The County will use the Clarity Human Services Secure Confidential and Private County System across all Core Agencies and the HMIS agencies. This strategy optimizes the utilization of tax payer funds by providing a secure client-centric system with its mission as service to needy clients, protecting clients' privacy, improving and measuring outcome across the Continuum of Care.

#### Commitment to Data Entry

The Core Service Agencies and Homeless Service Providers agree to timely enter into the Clarity's secure system accurate data about the clients to whom they provide safety net services pursuant to their contracts with the County. Timely entry of this data is crucial to the Core Agency/Homeless Service Providers' ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

All Core Service Agencies have access to the same Performance Measurement Report in their Clarity Report Libraries.

The HSA team will run the same Performance Measurement Reports each quarter.

Core Service Agencies must be prepared to have their performance reports run two weeks after the end of the quarter in the fiscal year. This will provide the opportunity to review and validate data being reported in the Clarity system prior to County reporting.

It should be noted that the County may run reports on the aggregate data for the individual and Core Agency Network at any time.

All reports in Clarity Report library are ready to run. The users will click each report to run.

In addition, the Clarity Report Libraries allow each agency to run reports for their own agency's operations and reports to meet their internal reporting needs.

Reports for Homeless Service Providers that are HUD-based will be reviewed and confirmed with the HMIS workgroup.

#### Method of Data Transfer

Bit Focus, the vendor, has established specific safeguards to assure the confidentiality and security of individually identifiable client records. Identifiable records are encrypted and transferred electronically through the Internet.

#### Confidentiality of Client Data

Core Service Agencies and Homeless Service Providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data input into Clarity shall not be disclosed, released, revealed, showed, sold, rented, leased loaned, or otherwise have access granted to it except by the minimum number of individuals necessary to achieve the provision of homeless and safety net services or for the analysis of the data to show performance measurements, including that of contract compliance.

Summary results can be shared. Summary results are those items which cannot be used to identify an individual. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law. HSA may receive summary results in the context of contract monitoring and the validation of performance measurements and other Clarity reports.

To authorize the parties to this Agreement to share individually-identifiable client information, clients who are entered into the system must sign a Client Consent Form that will be kept with their records in Clarity. However, if a client refuses to sign a release, services will not be denied. The release must let the client know that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system.

Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"><li>• Coastside Hope</li><li>• Daly City Community Services Center</li><li>• Fair Oaks Community Center</li><li>• Puente de la Costa Sur</li><li>• Tides/Pacifica Resource Center</li><li>• Samaritan House</li><li>• El Concilio of San Mateo County</li><li>• YMCA Community Resource Center</li></ul>	<ul style="list-style-type: none"><li>• Abode Services</li><li>• StarVista</li><li>• San Mateo County Human Services Agency</li><li>• Housing Authority of the County Of San Mateo</li><li>• San Mateo County Department of Housing</li><li>• San Mateo County Health System, Behavioral Health And Recovery Services</li><li>• Home and Hope</li><li>• LifeMoves (formerly known as InnVision Shelter Network)</li><li>• Mental Health Association of San Mateo County</li><li>• Next Step Center, Veterans Resource Center of America</li><li>• Project WeHOPE</li><li>• Samaritan House</li><li>• Service League Of San Mateo County</li></ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

System Costs

Data is entered and accessed by Core Service Agency and Homeless Service Provider staff. Licenses have been provided at the County's expense for the purpose of go-live. Post go-live, if additional licenses are needed by a Core Service Agency or Homeless Service Provider; those licenses must be purchased at the expense of the Requesting Agency.

All new staff requiring Clarity licenses must complete the on-line training.

An estimate will be provided to the requesting agency/organization for cost related to on-line training, along with cost of the licenses.

A comprehensive audit trail is available in Clarity that shows individual user activity as well as the lack of activity. If any license goes unused for more than 90 days, that license will be reassigned to an agency that has an active user. The Requesting Agency will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

All agencies Change Requests (CR) will be evaluated by an HSA Change Control Committee. Payment shall be made by the requesting agency to HSA for the cost of all Change Requests (CRs) unique to that agency and for non-core or non-HMIS standard programs.

### User Support

If a Core Service Agency or Homeless Service Provider experiences any technical difficulty with the system, they will follow the official Support Document and its process. If an authorized user separates from employment with a Core Service Agency or Homeless Service Provider, notification must be made via a support ticket to the HSA Services desk as per the support process. The ticket shall request termination of the user's rights within 24 hours of an employee leaving employment to terminate access to the Clarity account. The license will be held for the agency for 90 days, and if not reassigned by that agency, will be reassigned to an agency that has an active user. The Requesting Agency will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

If a new program is introduced by the County and the County contracts with the Core Service Agencies and Homeless Service Providers to provide additional services, that program, its eligibility criteria and performance reporting will be added to the Clarity system by filing a Change Request and submitting that to the HSA Service Desk.

### Contractor/Service Provider Agreement

The County Core Service Agencies and SMC Homeless Service Providers are now a cohesive client- centric, unified, secure and private network with the joint mission of serving San Mateo County residents who are in need of safety net and shelter services.

The County's secure and private network will be used for accessing the Clarity system. A Master Client List, a Master Program and Services List, and unified business architecture enable the same client to obtain services and shelter anywhere in the County. This will allow clients to be referred between Core Service Agencies and County shelters and it will eliminate the need for a client to repeat his or her credentials and circumstances between agencies that are part of this Agreement.

The Core Service Agencies and County Homeless Service Providers agree to train their staff and to establish internal processes and procedures to ensure all staff and



volunteers safeguard clients' confidentiality and privacy. It is understood that accessing the Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and Shelters must have a legitimate business reason when searching and accessing information. All activity is logged and monitored and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

Unreasonable and unwarranted access unrelated to a legitimate business purpose by staff or volunteers by a Core Service Agency or Homeless Service Provider violates the trust of the contracted partner agencies. Such activities will not be tolerated and may result in revocation of access rights and reports to management and the County. Such violations may also be referred to the District Attorney for investigation into possible criminal charges.