

**SIXTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE (SAFE HARBOR)**

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, on June 18, 2013, your Board approved an agreement with Samaritan House to provide shelter services in an amount not to exceed \$1,092,195; and

WHEREAS, on September 10, 2013, the parties amended the Agreement a first time to increase the number of single individuals served from 420 to 440-450 homeless individuals and increase the maximum obligation by \$40,000 to an amount not to exceed \$1,132,195; and

WHEREAS, on April 4, 2014, the parties amended the Agreement a second time to add the Cost of Living Adjustment (COLA) for FY 2013-14 and increased the obligation by \$27,935 to an amount not to exceed \$1,160,130; and

WHEREAS, on November 4, 2014, the parties amended the Agreement a third time to add the Community Development Block Grant (CDBG) funding for Fiscal Year 2014-15, increasing the obligation by \$61,745 to an amount not to exceed \$1,221,875; and

WHEREAS, on August 18, 2015 the parties amended the Agreement a fourth time to add the Community Development Block Grant (CDBG) funding for Fiscal Year 2015-16 increasing the obligation by \$56,991 to an amount not to exceed \$1,278,866; and

WHEREAS, on March 14, 2016, the parties amended the Agreement a fifth time to add the COLA for Fiscal Year 2015-16 increasing the obligation by \$11,250 to an amount not to exceed \$1,290,116; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a sixth time to extend the term of the Agreement by one year through June 30 2017 and increase the obligation by \$650,910 to a new maximum not to exceed \$1,941,026; and

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

1. Paragraph 1. Exhibits and Attachments is hereby deleted and replaced with the paragraph 1. Exhibits and Attachments below:

Exhibit A, A1, A2, A3, A4 - Program/Project Description
Exhibit B3 Revised March 2016, B4 - Method and Rate of Payment
Exhibit C – Contractor’s Declaration Form
Exhibit D – Program Monitoring
Exhibit E – Outcome Based Management (OBM) Initiative
Exhibit F – Clarity System
Attachment I - §504 Compliance

2. Paragraph 2. Services is hereby deleted and replaced with the paragraph 2. Services below:

In consideration of the payments set forth herein and in Exhibits “B3 Revised March 2016”, 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”, “A4”.

3. Paragraph 3. Payments is hereby deleted and replaced with the paragraph 3. Payments below:

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 payment to Contractor based on the rates and in the manner specified in Exhibit “B3 Revised March 2016”, and “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 NINE HUNDRED FORTY-ONE THOUSAND TWENTY-SIX DOLLARS (\$1,941,026).

4. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2017.

This Agreement may be terminated by Contractor, the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days’ written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials)

prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. The following Exhibits are included hereto and incorporated by reference herein: Exhibit A4 – Program/Project Description Samaritan House – Safe Harbor Shelter FY 2013-2017, Exhibit B4 – Method and Rate of Payment Samaritan House – Safe Harbor FY 2013-17, and Exhibit F – Clarity System dated June 18, 2013.
6. **All other terms and conditions of the Agreement between the County and Contractor shall remain in full force and effect.**
7. 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 regarding the Amendment 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.

Signature page to follow

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-Safe Harbor



Contractor's Signature

Date: May 27, 2016

Exhibit A4
Program/Project Description
Samaritan House – Safe Harbor Shelter
FY 2013-17

A) Purpose

In consideration of the funding assistance payments set forth in Exhibit B3 Revised March 2016 and Exhibit B4, Contractor shall provide the following services: Samaritan House Shelter provides emergency, (generally less than 30 days) and transitional (generally up to 6 months) shelter services for single homeless adults over the age of 18 from San Mateo County.

B) Services to be provided

Provide Emergency Shelter and Transitional Housing Services in the manner below:

Emergency Shelter – Contractor will provide 30 emergency shelter beds year round. Clients will have access to a case manager and be provided with referrals to various supportive services. All clients will be offered an opportunity to develop an individualized case plan that will focus on moving to more stable, permanent housing. Contractor will accept referrals following the shelter referral process established by the County.

Transitional Housing – Contractor will provide 60 transitional housing beds year round. Clients will have access to a case manager and provided with referrals to various supportive services. All clients will be offered an opportunity to develop an individualized case plan that will focus on moving to a more stable, permanent residence.

C) Performance Measures

<u>Performance Measures FY 2016-17</u>	
<u>Measure</u>	<u>Targets FY 16-17</u>
Number of unduplicated clients served per year per program*	Emergency Shelter = 220
	Transitional Housing = 205
Percent of clients in Transitional Housing connected to mainstream services at exit	85%
Percent of individuals exiting to permanent housing	From Emergency Shelter: 5%
	From Transitional Housing: 25%

*Total served is unduplicated clients by program. Clients may be served by more than one program. Example: If a client is served by the emergency shelter and then transfers to transitional housing, 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 if they have too little or no income, are active with or have a history of substance abuse, and/or have 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 individuals who are experiencing or have experienced domestic violence
- Contractor will have clearly written eligibility and admission policies, waiting-list procedures, and grievance policies available for clients at 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 Human Services Agency within 20 days after the end of the quarter. Quarterly reports will include:
 - Invoice, with appropriate back-up documentation including timesheets, receipts, and other requested documents.
 - In FY 16-17, separate quarterly invoices will be submitted for general fund base, bridge funding, and general funds offset
 - Performance measure report
 - Clarity Annual Performance Report (APR)
 - Narrative detailing highlights/activities of the programs
- Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide data and a summary for year-end results for performance measures and will include a narrative describing the how performance measures were achieved and/or challenges achieving the performance measures.

- Human Services Agency staff may request additional information or data and may review additional reports in Clarity to gain required information on services, needs, and outcomes.
- Contractor will provide a budget summarizing how the funds will be spent
- Contractor will provide the Human Services Agency with annual audited financial statements in accordance with generally accepted government auditing standards 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 Payment
Samaritan House – Safe Harbor
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 for services shown in this contract may be adjusted across quarters 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.

c. Changes to the agreement will be documented through an administrative memorandum that will serve as an amendment to the agreement.

B. Payment Schedule

FY 2013-14

All payments to Contractor including COLAs and CDBG offset have been paid in full for FY 2013-14 in the amount of \$410,096.

FY 2014-15

All payments to Contractor including COLAs and CDBG offset have been paid in full for FY 2014-15 in the amount of \$436,762.

FY 2015-16

All payments to Contractor including COLAs and CDBG offset will be paid in full by the end of FY 2015-16 in the amount of \$443,258

FY 2016-17

A. General funds

All payments to Contractor for FY 2016-17 general funds shall not exceed \$393,992, which includes a 2% COLA. Contractor shall submit invoices within 20 days of the end of quarter (except the 4th quarter when the invoice will be due by July 5, 2017). County shall pay the invoices within 30 working days following receipt and approval of invoice and required reports as described.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Due Date	October 20, 2016	January 20, 2017	April 20, 2017	July 5, 2017
Amount	\$98,498	\$98,498	\$98,498	\$98,498

Funding Source	FY 2016-17
Base	\$386,267
FY 2016-17 COLA	\$7,725
FY 2016-17 Subtotal	\$393,992

B. Bridge funding

The purpose of this one time, bridge funding is for Samaritan House to sustain operations of the Safe Harbor Shelter (for both emergency shelter and transitional housing services). These funds will continue to give Samaritan House an opportunity to locate other sources of funding for future years due to a loss of funding from the Emergency Solutions Grant (ESG). All payments to Contractor for FY 2016-17 bridge funding shall not exceed \$165,000. Contractor shall submit invoices within 20 days of the end of quarter (except the 4th quarter when the invoice will be due by July 5, 2017). County shall pay the invoices following receipt and approval of invoice and required reports as described.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Due Date	October 20, 2016	January 20, 2017	April 20, 2017	July 5, 2017
Amount	\$41,250	\$41,250	\$41,250	\$41,250

Funding Source	FY 2016-17
Bridge Funding	\$165,000
FY 2016-17 Subtotal	\$165,000

C. General Funds offset

The general funds offset funds are administered via the established process between the Department of Housing and the Human Services Agency in response to the Contractor's application for Community Development Block Grant (CDBG) and in lieu of CDBG funding. All payments to Contractor for FY 2016-17 general funds offset funds shall not exceed \$91,918. Contractor shall submit invoices within 20 days of the end of the quarter (except the 4th quarter when the invoice will be due by July 5, 2017). County shall pay the invoices within 30 working days following receipt and approval of invoice and required reports as described. This amount is based on the anticipated CDBG allocation as determined by the Department of Housing and is dependent upon availability of CDBG funding.

	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Due Date	October 20, 2016	January 20, 2017	April 20, 2017	July 5, 2017
Amount	\$22,981	\$22,979	\$22,979	\$22,979

Funding Source	FY 2016-17
Offset Funding	\$91,918
FY 2016-17 Subtotal	\$91,918

D. Total payments for FY 16-17

All total payments to Contractor for FY 2016-17 shall not exceed \$650,910.

Funding Source	FY 2016-17
FY 2016-17 Base Subtotal	\$393,992
FY 2016-17 Bridge	\$165,000
FY 2016-17 Offset	\$91,918
FY 2016-17 Total	\$650,910

C. Total Agreement Obligation

The total Agreement obligation including all services, fees and taxes for the term of the Agreement shall not exceed \$1,941,026. The County shall pay Contractor based on the deliverables in the tables above. The County shall have the option to adjust deliverables and funds across the project to ensure the success of overall services.



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

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