

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EL CONCILIO**

THIS FIFTH AMENDMENT TO THE AGREEMENT, entered into this ____ day of June, 2016, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CONCILIO, 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 4, 2013, the parties entered into an agreement for emergency and support services for low-income San Mateo County residents who need assistance to meet their basic needs in an amount not to exceed \$402,984 for the term of July 1, 2013 through June 30, 2016; and

WHEREAS, on July 9, 2013, the parties amended the agreement to add Community Development Block Grant (CDBG) funding of \$14,500 for FY 2013-14, for an amount not to exceed \$417,484; and

WHEREAS, on March 12, 2014, the parties amended the agreement a second time to add a Cost of Living Adjustment (COLA) of \$10,292 effective January 1, 2014, for an amount not to exceed \$427,776; and

WHEREAS, on March 30, 2015, the parties amended the agreement a third time to add Core funding for FY 2014-15 in the amount of \$9,821 and Sustainability funding in the amount of \$33,438 for FY 2014-15, for an amount not to exceed \$471,035; and

WHEREAS, on January 12, 2016, the parties amended the agreement a fourth time to add a COLA in the amount of \$4,151, General Funds in the amount of \$9,065, and Sustainability funding in the amount of \$16,719 for FY 2015-16, for an amount not to exceed \$500,970; and

WHEREAS, the parties wish to amend the Agreement a fifth time to extend existing services and the term of the agreement by six months through December 31, 2016, add \$87,164 for an amount not to exceed \$588,134, and update provisions regarding the Clarity System.

**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 (revised 11/2015) – Program/Project Description
Exhibits B2 (revised 11/2015) – Method and Rate of Payments
B3 – Method and Rate of Payments
Exhibit C – Contractor's Declaration Form
Exhibit D – Program Monitoring
Exhibit E – Performance Measures
Exhibit F (revised 6/2016) – Clarity 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 B2 (revised 11/2015) and B3, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, D, E and F (revised 6/2016).

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 Exhibits A, D, E and F (revised 6/2016), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B2 (revised 11/2015) and Exhibit B3. 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 **Five Hundred Eighty Eight Thousand One Hundred Thirty Four Dollars (\$588,134)**.

4. The first sentence of **Section 4 Term and Termination** of the Agreement is amended as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through December 31, 2016.

5. **Exhibit B3**, attached hereto, is added to the agreement.

6. **Exhibit F (revised 6/2016)**, attached hereto, replaces Exhibit F in its entirety and is added to the agreement.
7. All other terms and conditions of the agreement dated June 4, 2013 and all subsequent amendments between the County and Contractor shall remain in full force and effect.
8. 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

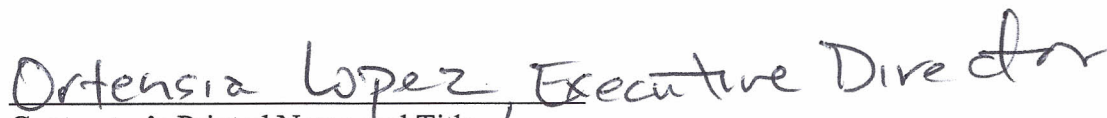
Date: _____

ATTEST:

By: _____
Clerk of Said Board

El Concilio


Contractor's Signature


Contractor's Printed Name and Title

Date: 6/7/2016

**Exhibit B3
El Concilio
Method and Rate of Payment
July 1, 2016- December 31, 2016**

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

A. Payment Schedule

Payments to the Contractor from July 1, 2013 through June 30, 2016 total \$500,970.

General Funds

All payments of general funds to Contractor for the term of July 1, 2016 through December 31, 2016 shall not exceed \$79,614. Contractor shall invoice County quarterly.

The invoice for the first quarter (July 1, 2016 through September 30, 2016) is due no later than July 31, 2016. This will serve as the first quarterly payment and will be considered an advance. Contractor will invoice for the second quarter (October 1, 2016 through December 31, 2016) no later than January 20, 2017.

In the event that this contract is terminated prior to December 31, 2016, Contractor will be paid a pro-rated amount based on the number of days Contractor has provided services in the quarter as stated in a letter from the County.

General Fund Offset Funds

The General Fund offset funds are administered via the process established between the Department of Housing and the Human Services Agency in response to Contractor's application for Community Development Block Grant (CDBG) funds and in lieu of CDBG funding. In no event shall the funds exceed \$7,550 for July 1 through December 31, 2016. This amount is based on the anticipated CDBG allocation as determined by the Department of Housing and is contingent upon allocation and availability of CDBG funding. Invoice is due no later than July 31, 2016.

Total

The total obligation during July 1, 2016 through December 31, 2016 shall not exceed \$87,164.

Funding Source	Amount During July- December 2016
General Funds	\$79,614
General Fund Offset	\$7,550
Total	\$87,164

Total Agreement Obligation

The total Agreement obligation shall not exceed \$588,134.

B. Reporting:

Reports are a requirement of this Agreement and are due quarterly. Delays in submitting reports will delay payments of any outstanding invoices to Contractor.

Each quarterly report must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Brief narrative describing highlights and challenges.
- Detailed expense report
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.

Submission of Invoices and Reports:

Payment	Invoice Due	Reporting Due
Quarter 1 General Funds	July 31, 2016	October 20, 2016
General Fund Offset	July 31, 2016	October 20, 2016
Quarter 2 General Funds	January 20, 2017	Narrative report due: January 20, 2017 Expense reporting due: April 20, 2017

All invoices and reports shall be submitted by email to Beth Falls at bfalls@smcgov.org.

Contractor shall submit invoices for approval as indicated in the payment section of Exhibit B3. County shall pay invoices within 30 working days following receipt of invoices.



COUNTY OF SAN MATEO HUMAN SERVICES AGENCY

Exhibit F (Revised 6/2016)

Clarity Human Services Secure Confidential and Private County System

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

(Revised 6/2016)

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
<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.