

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
HOME AND HOPE**

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 Home and Hope, 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 shelter services on June 18, 2013 in an amount not to exceed \$170,511 for the term of July 1, 2013 through June 30, 2016; and

WHEREAS, on July 12, 2013, the parties amended the agreement to add Community Development Block Grant (CDBG) funds in the amount of \$18,200 for FY 2013-14; and

WHEREAS, on April 4, 2014, the parties amended the agreement to add a 3% Cost of Living Adjustment (COLA); and

WHEREAS, on December 8, 2014, the parties amended the agreement to add CDBG funds in the amount of \$18,200 for FY 2014-15; and

WHEREAS, on January 19, 2016, the parties amended the agreement to add CDBG funds and a 3% COLA in a total amount of \$18,555 for FY 2015-16; and

WHEREAS, the parties wish to further amend the agreement to extend the term of the Agreement through June 30, 2017, and to add funds in the amount of \$61,504, which includes a 2% COLA, for a new maximum amount not to exceed \$291,506 to allow for the continuation of services while the County develops and implements the County-wide homeless system redesign.

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

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

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

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Exhibit A, A1, A2, A3, A4—Program/Project Description  
Exhibit 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—Fingerprinting Compliance  
Exhibit G—Fingerprinting Certification Form  
Exhibit H—Clarity  
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 Exhibit 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, and D.

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, A1, A2, A3, A4, and D, County shall make payment to Contractor based on the rates and in the manner specified in 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 **TWO HUNDRED NINETY ONE THOUSAND FIVE HUNDRED SIX DOLLARS (\$291,506)**.

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.

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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. Exhibit A4 is hereby added and attached hereto.
6. Exhibit B4 replaces Exhibits B (rev. 1/2014) and B3 in their entirety and is attached hereto.
7. Exhibit H is hereby added and attached hereto.
8. All other terms and conditions of the agreement dated June 18, 2013 between the County and Contractor and all subsequent amendments shall remain in full force and effect.
5. 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 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

HOME AND HOPE

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

Date: 6/6/16

**Exhibit A4**  
**Program/Project Description**  
**Home & Hope**  
**Shelter Operations FY 2016-17**

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**A) Purpose**

In consideration of the funding payments set forth in Exhibit B4, Contractor is receiving funding for its rotating shelter program which provides short-term emergency shelter for homeless families from San Mateo County.

**B) Services to be Provided**

Shelter Services – Contractor will provide safe, short-term emergency shelter, meals, and case management focused on housing and addressing housing barriers for homeless families. Contractor will also provide families access to resources such as laundry, computer access, and other needed resources. Contractor projects serving 60 clients for the FY 2016-17. Contractor will provide services seven (7) days a week, 365 days a year, through a unique model of warm, hospitable, interfaith and community support. Home and Hope coordinates with congregations in the County and volunteers to furnish shelter, meals and support to these families as they transition to self-sufficiency. Generally, the program has a capacity for serving 5 families, however if a large family is being served, the number of families served at a given time may decrease to 4.

**C) Performance Measures**

<b><u>Performance Measures FY 2016-17</u></b>	
<b><u>Measure</u></b>	<b><u>Targets</u></b>
Number of unduplicated clients who receive shelter services	60 clients
Occupancy of units	90%
Percent of households exiting to permanent housing	70%

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

- Provide services that are culturally appropriate to the populations served. Staff will be provided with training and orientation.
- Provide services that are considered low barrier, meaning that participants are not screened out based on having 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 families 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.
- Contractor will remain aware of any host-site facility's limitations regarding access for people with disabilities and it will ensure that no client is denied a placement due to a particular host-site facility's access limitations.
- Maintain timely, accurate client records of all clients served, including progress notes, client consent forms, and performance measure data in the Clarity (see Exhibit H).
- Critical Incident Report – All critical incidents will be reported within 24 hours to the County: death, homicide, suicide or suicide attempt, and/or 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 quarter. Quarterly reports will include:
  - Invoice, with appropriate back-up documentation including timesheets, receipts, and other requested documents.
  - Clarity performance measure report
  - Clarity Annual Performance Report (APR)
  - Narrative detailing highlights/details 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.
- The Human Services Agency staff may request additional information or data and may review additional reports in Clarity to gain additional information on services, needs, and outcomes.



- 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 Payment  
Home and Hope  
Shelter Operations FY 2013-17**

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This Exhibit B4 replaces all previous versions in their entirety. 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:**  
Payments across quarters 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 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 \$56,837 plus \$1,126 for the 3% COLA and \$18,200 in CDBG Offset funds for a total of \$76,163.

**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 \$56,837 plus \$1,705 for the 3% COLA and \$18,200 in CDBG offset funds for a total of \$76,742.

**FY 2015-16**

**A. FY 2015-16 operations and FY 2015-16 One-Time COLA**

In full consideration of the services provided by Contractor pursuant to this agreement, County shall pay Contractor an amount not to exceed \$58,542 for FY 2015-16. County shall pay Contractor a quarterly amount not to exceed \$14,635.50 for FY2015-16. Contractor shall submit invoices for approval within 20 days of the end of the quarter (except the 4<sup>th</sup> quarter when the



invoice will be due by July 5, 2016) and County shall pay the invoices within 30 working days following receipt of invoice and required reports as described.

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Due Date	October 15, 2015	January 15, 2016	April 15, 2016	<b>July 5, 2016</b>
Amount	\$14,635.50	\$14,635.50	\$14,635.50	\$14,635.50

In addition, the County shall pay a one-time 3% COLA of \$1,756 for FY 2015-16. This amount may be added to the contract for a total of \$60,298. County shall pay Contractor for the one-time COLA in its entirety upon invoicing.

**B. General Fund Offset**

In full consideration of the services provided by Contractor pursuant to this agreement, County shall pay Contractor a total of \$16,799 in General Fund offset funds as a quarterly amount not to exceed \$4,199.75 for FY 2015-16, upon receipt and approval of invoice. These General Fund offset funds are allocated and administered per the Community Development Block Grant (CDBG) MOU between HSA and the Department of Housing.

In no event will County reimburse Contractor for any CDBG offset payments exceeding the total amount of \$16,799 for FY 2015-16.

Contractor shall submit invoices within 20 days of the end of the quarter (except the 4<sup>th</sup> quarter when the invoice will be due by July 5, 2016) and County shall pay the invoices within 30 working days following receipt of invoice and required reports as described.

	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Due Date	October 30, 2015	January 30, 2016	March 30, 2016	<b>July 5, 2016</b>
Amount	\$4,199.75	\$4,199.75	\$4,199.75	\$4,199.75

Upon receipt, review and approval of invoice, following the end of any calendar quarter, County will reimburse Contractor for actual costs incurred for services rendered during the term of the agreement through the end of the quarter just completed.

**C. Total FY 2015-16**

The total for FY 2015-16 shall not exceed \$77,097, including the 3% COLA and CDBG off-set.

**FY 2016-17**

All payments to Contractor in FY 2016-17 shall not exceed \$61,504 which includes a 2% COLA. Contractor shall submit invoices within 20 days of the end of the quarter (except the 4<sup>th</sup> quarter when the invoice will be due by July 5, 2017) and County shall pay the invoices within 30 working days following receipt of invoice and required reports as described.

	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	<b>July 5, 2017</b>
Amount	\$15,376	\$15,376	\$15,376	\$15,376

<b>Funding Source</b>	<b>FY 2016-17</b>
Base	\$60,298
FY 2016-17 COLA	\$1,206
FY 2016-17 Total	\$61,504

**C. Total Agreement Obligation**

The total agreement obligation including all services, fees and taxes for the term of the agreement shall not exceed **TWO HUNDRED NINETY ONE THOUSAND FIVE HUNDRED SIX DOLLARS** (\$291,506). 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 H

### 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 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