

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
SAMARITAN HOUSE**

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, the parties entered into an agreement for Core Services funded by Measure A funds on June 23, 2015 in an amount not to exceed \$868,600 for the term of July 1, 2015 through June 30, 2017 (the "agreement"); and

WHEREAS, the parties wish to amend the agreement to extend the term of the agreement through June 30, 2019 and to add funds in the amount of \$977,200 for a new maximum amount not to exceed \$1,845,800.

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:

Exhibit A (revised 2/2017)—Program/Project Description
Exhibit B (revised 2/2017)—Method and Rate of Payments
Exhibit C (revised 2/2017)—Performance Measures and Reporting
Exhibit D (revised 2/2017)—Clarity
Attachment I—Assurance of Compliance with Section 504

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 in this Agreement and in Exhibit B (revised 2/2017), Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A (revised

2/2017), C (revised 2/2017), and D (revised 2/2017).

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 in this Agreement and in Exhibits A (revised 2/2017), C (revised 2/2017), and D (revised 2/2017), County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised 2/2017). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In on event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION EIGHT HUNDRED FORTY FIVE THOUSAND EIGHT HUNDRED DOLLARS (\$1,845,800)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. **Section 4. Term** 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, 2015 through June 30, 2019.

5. **Exhibit A (revised 2/2017)** replaces Exhibit A in its entirety and is attached hereto.

6. **Exhibit B (revised 2/2017)** replaces Exhibit B in its entirety and is attached hereto.

7. **Exhibit C (revised 2/2017)** replaces Exhibit C in its entirety and is attached hereto.

8. **Exhibit D (revised 2/2017)** is hereby added to the agreement and is attached hereto.

All other terms and conditions of the agreement dated June 23, 2015 between 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 writing and executed by both parties.

In witness of and in agreement with this amendment's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: SAMARITAN HOUSE



Contractor Signature

2/21/17

Date

BART A. CHARLOW

Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit A (revised 2/2017)

**Program/Project Description
Samaritan House
Homeless Prevention Assistance Program
Measure A 2015-19
Amendment 1**

In consideration of payments set forth in Exhibit B, Method and Rate of Payment, Contractor shall provide the following services in collaboration with Core Service Agency Network:

Program Description

Samaritan House will be the lead agency and fiscal sponsor for the Homelessness Prevention Assistance Program (HPAP) for the Core Service Agency Network. Funds will be made available to clients throughout San Mateo County through the Core Service Agency Network.

The vision of the Core Service Agency Network is that all families and individuals in San Mateo County have equal access to community resources that lead to and support self-sufficiency. The primary goal of these funds is to help ameliorate the conditions of poverty, by advancing the self-sufficiency of low income individuals and families in San Mateo County.

The Homeless Prevention Assistance Program (also known as emergency housing assistance) will be provided by Samaritan House, which will work closely with the Core Service Agency Network of San Mateo County to provide services countywide. The purpose of this program is not to provide a permanent source of rental assistance, but rather temporary assistance when a crisis or circumstance puts a San Mateo County resident at risk of losing their housing. These funds are designated for financial assistance, including housing assistance, utility assistance and other emergency needs that can help the household maintain their housing.

Guidelines/Criteria for Measure A Financial Assistance:

Guidelines:

Available to low income San Mateo County residents subject to the following:

- Income guidelines – household income must be less than 60% of the current Area Median Income within the last 30 days. Samaritan House may request an exception to this income limit by contacting HSA. HSA may approve an exemption on a case by case basis in order to meet a critical household need.
- Maximum funding amount per household is generally \$2000; funding may be a one-time payment for multiple months or multiple payments. This amount may be exceeded on a case by case basis if the Executive Director of the Core Service Agency referring for assistance approves the additional expense, and the Associate Director of Programs and Services (hereinafter Associate Director) at Samaritan House concurs after review.
- Can be used in conjunction with other resources (i.e. Season of Sharing funds - SOS)

- Can be used for clients that would otherwise qualify for Season of Sharing funds if it weren't for the 5 year rule.
- Deposit assistance for the Section 8 program at 25% of deposit being requested (with case by case approval for more in cases of extreme need).
- Delinquent rent assistance for Section 8 allowable on a case-by-case basis only – clients should always seek adjustment of their portion of Section 8 rent first.
- Payments must be made to third party vendors.
- Households who have been provided financial assistance at a Core Service Agency in San Mateo County in the last 2 years are not eligible for Measure A Funds. There can be exceptions on a case-by-case basis should a household present with a new critical family need if the Executive Director of the Core Service Agency referring for assistance approves, and the Associate Director at Samaritan House concurs after review.
- Rental assistance may be used when client is renting a room. Client must have a valid rental agreement in place and produce any other required documentation.
- For all financial assistance payments, Contractor should demonstrate compliance with applicable laws and regulations and Contractor's fiscal policies.
- If an applicant is not eligible to receive assistance under this program, Samaritan House will assist the referring Core Service Agency to refer the household to any other applicable assistance and services.
- Services provided will be documented in the Clarity Human Services System.

Eligibility Criteria for Housing Assistance: Can be used for deposit, delinquent rent or mortgage.

Demonstrates Critical Family Need

- Sudden and significant loss of income;
- Pending foreclosure of rental housing;
- Recent traumatic life event, such as death of a spouse or primary care provider, or recent health crisis that prevented household from meeting its financial responsibilities; may include recent disability or problem with chronic health issue;
- Sudden loss of housing due to fire, flood or other crisis;
- Verifiable unexpected expenses for household creating an inability to pay rent/mortgage that month;
- Notice of eviction process;
- Discharge within 2 weeks from an institution in which the person has been a resident for more than 180 days; client or household will otherwise become homeless;
- Residency in housing that has been condemned by housing officials and is no longer meant for human habitation;
- Moving out of overcrowded living situation – depending on circumstances related to health and safety; and/or
- Seasonal or other temporary employment has ended and loss of income would result in homelessness.

Critical family need will vary depending on the individual circumstances of any case and also includes a review of whether or not the household has the resources to pay the expense on their own. The above criteria are provided as guidance for determining eligibility, but are not inclusive of all possible critical family needs. Samaritan House will review each request for assistance from a referring Core Service Agency to determine eligibility and completeness of documentation.

Ability/Potential to Maintain Housing Assistance

Realistic possibility that household will be able to sustain their housing after being assisted:

- Demonstrates ability to maintain. (These households should be assisted with SOS or Housing Industry Funds (HIF), should only be using Measure A funds for these clients if they are not eligible for other resources, such as having used SOS in the last 5 years, HIF funds are exhausted for that month, or the household does not meet SOS/HIF Critical Family Need criteria.)
- Potential to maintain – no or insufficient verifiable income, but recently employed for at least 1 year and paid rent regularly for at least 1 year (1:1 criteria). These criteria would also apply for seasonal workers recently employed for a full season and paying rent regularly for a full season.
- Income to demonstrate ability or potential to maintain can include additional income from other non-household family or friends with written affidavit from the individual providing the additional income that can be verified by staff.
- If on unemployment benefits – has at least 1 month of benefits remaining
- Pending One-time or Long-Term Benefits (case-by-case, will depend on status of benefits given the limitations of funding guidelines).
- Recipient has verifiable plans to relocate outside the county and needs short term assistance to be able to execute the move.

Eligibility Requirements for Critical Emergency Assistance

Can be used for other one-time Critical Emergency needs such as utility arrears or deposits (if no other funding available and would otherwise result in unsafe living situation), short-term emergency temporary shelter, required car repairs, necessary home repairs, and other transportation costs.

Demonstrates Critical Family Need

- Sudden and significant loss of income making it difficult to pay for critical non-housing expenses;
- Verifiable unexpected expenses for household creating an inability to provide basic necessities such as utility payments;
- Utility shut-off notice (i.e. 48 hour or 15 day notice);
- Emergency car repair or vehicle registration payment which if not addressed would create hardship for household (proof of registration, license, and insurance in individual's name is required);
- If using to provide short-term emergency temporary shelter:

- Unable to access the Inclement Weather Program when activated due to reasons beyond individual's control;
- Serious health issue for homeless individual or family member which requires emergency shelter (when no other emergency shelter options are available);
- Has short term plan to end homelessness but need emergency shelter (when no other emergency shelter options are available); and/or
- To coordinate transition into existing shelter program with shelter provider.

Documentation and Data Collection

Samaritan House will review and approve eligibility of each household. Samaritan House will work with the referring Core Service Agency to ensure that the household meets the eligibility criteria and that all documentation is complete. If an applicant is not eligible to receive assistance under this program, Samaritan House will assist the referring Core Service Agency to refer the household to any other applicable assistance and services.

Samaritan House will maintain records of eligibility for each household served. This includes required documentation and forms to verify 1) the need, 2) eligibility and housing status 3) income 4) vendor 5) data collection forms, and 6) forms for payment processing and any other documents as need to administer Measure A funds.

Follow up surveys: Samaritan House will attempt to contact each household who was served by this program 6 months after the household was served. Samaritan House will make multiple attempts to contact the household. When contacting a household served by the program, Samaritan House will conduct a follow up survey, including asking about the household's current housing situation, the household's customer satisfaction with services provided, and other information to help inform program planning and continuous quality improvement.

Exhibit B (revised 2/2017)

**Method and Rate of Payment
Samaritan House
Homeless Prevention Assistance Program
Measure A 2015-19
Amendment 1**

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms: County may terminate this Agreement or a portion of the services referred to in Exhibit A, based upon availability of federal, state, or county funds by providing a thirty (30) day written notice to Contractor. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable.

FY 2015-19

1. Contractor was paid \$430,000 in Measure A funds in FY2015/16. Ten percent (10%) of that amount was used for administration and program oversight for Samaritan House in the amount of \$43,000.
2. Contractor is eligible for up to \$438,600 in Measure A funds in FY2016/17. This includes a 2% COLA. Ten percent (10%) of that amount will be used for administration and program oversight for Samaritan House in the amount of \$43,860.
3. Contractor is eligible for an additional \$100,000 in Measure A funds for FY2016/17. Ten percent (10%) of that amount will be used for administration and program oversight in the amount of \$10,000.
4. Contractor is eligible for up to \$438,600 in Measure A funds in FY2017/18. Ten percent (10%) of that amount will be used for administration and program oversight for Samaritan House in the amount of \$43,860.
5. Contractor is eligible for up to \$438,600 in Measure A funds in FY2018/19. Ten percent (10%) of that amount will be used for administration and program oversight for Samaritan House in the amount of \$43,860.
6. Contractor shall be responsible for submitting monthly documentation of actual costs incurred for allowable expenses for services outlined in Exhibit A. Monthly invoices and documentation are due to Human Service Agency (HSA) by the 20th of the following month, except for July 2016, 2017, 2018 and 2019, when the invoices must be submitted by July 3, 2016 and July 3, 2017, July 2, 2018 and July 1, 2019.
7. Any unspent funds or funds for disallowed claims must be returned to County no later than July 15, 2016, 2017, 2018 and 2019.

Total Agreement Obligation

The total Agreement obligation including all services, fees and taxes for the term of the Agreement shall not exceed \$1,845,800.00.

County shall have the option to adjust funding across fiscal years shown in the payment terms below as agreed upon by both parties and approved by County in writing so long as it does not exceed the total Agreement obligation.

Payment of Invoices

All Quarterly Reports and Invoices are to be submitted to the San Mateo County Human Services Agency Center on Homelessness, Beth Falls, Analyst - 1 Davis Drive - Belmont, CA, 94002. Phone: (650) 802-7656. Email: bfalls@smcgov.org. If quarterly reports are not submitted by the 20th of each month following the end of the quarter, with the exception of year end reporting, future invoices will be held for payment until such reports are submitted.

At year end, an exception will be made due to the accelerated invoicing schedule. The quarterly reports will still be due by the 20th of the month after year end, but invoicing will be due as described in FY2015-19, #6 above.

Budget

Contractor will be paid monthly based on incurred costs and in adherence with the below budget.

Administrative Costs					
	FY2015/16	2016/17	2017/18	2018/19	Total
<i>Position Title</i>					
Director of Finance	6,250	10,375	6,375	6,375	29,375
Data Mgr & Analyst	11,300	11,526	11,526	11,526	45,878
Accounting Assistant	19,000	25,380	19,380	19,380	83,140
Fringe Benefits	4,350	4,437	4,437	4,437	17,661
Audit	2,100	2,142	2,142	2,142	8,526
Sub-Total	43,000	53,860	43,860	43,860	184,580

Program Costs					
	FY 15/16	FY16/17	2017/18	2018/19	Total
<i>Position Title</i>					
Client Services Mgr	5,500	7,660	5,660	5,660	24,480
Op Expenses	2,500	2,500	2,500	2,500	10,000
Direct Client Assistance	379,000	474,580	386,580	386,580	1,626,740
Sub-Total	387,000	394,740	394,740	394,740	1,661,220
Grand Total	430,000	538,600	438,600	438,600	1,845,800

Exhibit C (revised 2/2017)

**Performance Measures and Reporting
Samaritan House
Homeless Prevention Assistance Program
Measure A 2015-19
Amendment 1**

Performance Measures

Measure	FY 2015/16 Actual	FY 2016/17 Target	FY 2017/18 Target	FY 2018/19 Target
Number of program households that will receive rental assistance (unduplicated).	273	324*	275	275
Percent of program participants contacted who have remained housed 6 months after receiving financial assistance.	96%	80%	80%	80%
Client Satisfaction Rating	93%	90%	90%	90%

*FY2016/17 target reflects a higher number of households served due to additional funding during that fiscal year.

County shall have the option to modify performance measures, goals and targets. County shall notify Contractor in advance of any modifications.

Program Outcome

The Homelessness Prevention Assistance Program provided housing assistance to at least 273 households in FY2015/16 and is on track to meet the original FY2016/17 target of 275 households. With the addition of funding in FY2016/17, an additional 49 households will receive assistance totaling 324 households. In FY17/18 and FY18/19, the program will provide assistance to 275 households each year.

Required Reporting

- 1. Quarterly Performance Report (QPR)** - Each QPR must include the following:
 - Number of clients served;
 - Number of individuals per households;
 - Number and percentage of households contacted who remain housed 6 months after receiving financial assistance;
 - Customer satisfaction rating with a goal of 90%;
 - Type of assistance/services; and
 - Dollar amount spent per client.
- 2. Performance Summary**

Contractor will summarize the number of clients served by their ethnicity and income. Data should be entered for both households and individuals. Data on domicile (city) of clients should also be provided.
- 3. Narrative Report**

Contractor shall provide a narrative of highlights/details of both the funded activity and of Contractor's organization. The narrative is required even if no activity has taken place within the quarter.

Additional Reporting Requirements

- 1. Monitoring**

HSA may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring visit. HSA will hold Samaritan House responsible for data accuracy and audit.
- 2. Audits and Penalties**

Contractor will cooperate with HSA to respond to any audit set by County specific to Measure "A" requirements. In the event that County, pursuant to an audit finding related to funds administered by HSA, requires repayment of funds or payment of a penalty, Contractor shall bear budgetary responsibility for any such payments.
- 3. Contract Number**

All correspondence, invoices, payments, and reports must include the County contract number.

Exhibit D (revised 2/2017)
Human Services System
Clarity
Measure A 2015-19
Amendment 1

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by BitFocus ("Clarity"). This migration to Clarity allows for data sharing across providers.

Commitment to Data Entry

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

If any provider experiences difficulty in timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

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 in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as 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.

The data may be reviewed by San Mateo County personnel on a need to know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. 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.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

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 for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

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 • Mateo Lodge • 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

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.

Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYMENT ENDS IS PROHIBITED. If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license 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.

System Configuration Change Requests

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

User Support

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at hsa_servicedesk@smcgov.org or (650) 802-7573.

Contractor/Service Provider Agreement

The Core Service Agencies and 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 and enter accurate, complete data. It is understood that accessing 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 homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.