

AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND FOCUS STRATEGIES

THIS AMENDMENT TO THE AGREEMENT, entered into this ___ day of ___, 20___, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Focus Strategies, 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 on October 3, 2016, for the provision of technical assistance for San Mateo County Human Services Agency's Center on Homelessness in the amount of \$61,185 for the term of October 3, 2016 through December 31, 2016; and

WHEREAS, the parties entered into an Amendment, on December 19, 2016, increasing the Agreement amount by \$38,815 and increasing the term by eighteen months for a new term of October 3, 2016 through June 30, 2018; and

WHEREAS, the parties entered into a second Amendment, on June 27, 2017, increasing the Agreement amount by \$298,430; and.

WHEREAS, the parties wish to enter into a third Amendment, increasing the Agreement amount by \$391,010 and increasing the term by two years for a new term of October 3, 2016 through June 30, 2020.

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:

Exhibit A – Program/Project Description (Revised June 2017)

Exhibit B – Amount and Method of Payment (Revised June 2017)

Exhibit C – FY 2018-20 Estimated Project Description, Hours and Costs (Revised April 2018) New

2. Section 2 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 Exhibit A and Exhibit C (updated April 2018), County shall make payments to Contractor based on the rates and in the manner specified in Exhibit B and Exhibit C (updated April 2018). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED EIGHTY NINE THOUSAND AND FOUR HUNDRED FORTY DOLLARS (\$789,440)**. In the event that the County makes and 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. Contractor is not entitled to payment for work not performed as required by this Agreement.

3. Section 4 Term is hereby amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **October 3, 2016 through June 30, 2020**.

4. Exhibit C – FY 2018-20 Estimated Project Description, Hours and Costs hereby replaces in its entirety, Exhibit C – Estimated Project Hours and Costs, and is attached hereto and incorporated by referenced herein.

All other terms and conditions of the Agreement dated **October 3, 2016 and subsequent Amendments**, between the County and Contractor shall remain in full force and effect.

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

For Contractor: FOCUS STRATEGIES

Contractor Signature 

Date 6/4/18

Megan H. Kurteff-Schatz
Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

**Exhibit C
(Updated April 2018)
Estimated Project Hours and Costs
FY18-19 and FY19-20**

In consideration of services shown below, in the Activities and Rates Chart (FY18-20), and based on the payments referenced herein, the following are estimated hours and costs to complete services. Contractor will provide Technical Assistance (TA) regarding homeless system coordination, Continuum of Care (CoC) compliance, maximizing federal funding, project evaluation and Point in Time (PIT) homeless counts.

1) General Terms

- a. Costs are based on the combined hourly rates and associated personnel as shown in Section 3 below and in the Assigned Personnel and Hourly rates table.
- b. County shall have the option to adjust funding across activities, line items, and fiscal years shown in the Activities and Rates table so long as it does not exceed the total Agreement obligation.

2) Funding

- a. Funds are distributed as follows for FY18-20

Agreement	Amount	Term
Third Amendment (New)	\$391,010	(7/1/2018- 6/30/2020)

- b. Prior year funding

Agreement	Amount	Term
Original Agreement	\$61,185	(10/3/2016-12/31/2016)
First Amendment	\$38,815	(10/3/2016-7/1/2017)
Second Amendment	\$298,430	(7/1/2017-6/30/2018)
Total	\$398,430	

- c. Total costs will not exceed \$789,440 for the term of the Agreement.

3) Assigned Personnel and Hourly Rates Table

Title	Current Personnel	Hourly Rate FY2018-2020
President	Megan Kurteff-Schatz	\$200
Director of Consulting	Kate Bristol	\$185
Director of Analytics and Evaluation	Tracy Bennett	\$185
Analytics Consultant	Samantha Spangler	\$175
Chief Analyst	Genevieve Williamson	\$150
Associate	Brenna Lyles	\$130
Administrative Analyst	Nina Prudhomme	\$115
Analyst	Courtney Jimenez	\$110

4) **Payments and Invoicing for FY 2018-20**

- a. Contractor shall invoice County monthly per hourly rates for services completed, in alignment with the activities described below in the Activities and Rates Chart (FY18-20). All invoices must include number of hours worked and amount charged for each task by Focus Strategies staff listed in the Assigned Personnel and Hourly Rates Table, along with explanations of activities and tasks, summary of tasks completed. If Focus Strategies identifies additional staff who will provide services under this contract, Focus Strategies will notify the County in writing with the title, name, and hourly rate for each additional staff. Additional staff will be included in the Assigned Personnel and Hourly Rates Table if their title is within the listed titles and rates.
- b. This third amendment to the Agreement adds \$391,010 for the continued technical assistance services.
- c. Invoices shall be submitted monthly to the Human Services Agency no later than the 20th of each month, to cover services provided in the prior month.

Invoices must be submitted to the HSA staff listed below, or the designated HSA contact :

Ali Shirkhani, Human Services Analyst
County of San Mateo
Phone (650) 802-7675
Email: ashirkhani@smcgov.org

- d. County shall pay Contractor based on the rates and hours shown in the Activities and Rates Chart (FY18-20).

5) **Total agreement Obligation**

The total agreement obligation including all services, taxes and any fees shall not exceed **\$789,440**.

6) **Variance in Hours/Costs across Fiscal Years**

- The County plans to do more expansive (i.e. more hours required) CES evaluation and work on the CES in 2018-19 as compared to 2019-20. In FY 2019-20 the CES evaluation will be a less comprehensive evaluation with fewer components and require fewer hours.
- For the Project Monitoring Activities and the Participation in the Consolidated Plan, more hours for senior personnel are required for FY 2019-20. This is because more complex activities will be implemented in FY 2019-20.
- The 2019 Point in Time Count will be a full homelessness count. However, the 2020 Count will be a partial/mini homelessness count, which will require less time and fewer technical assistance hours.

Activities and Rates Chart (FY18-20)

Activities		Est. Hours FY18-19	Est. Cost FY18-19	Est. Hours FY19-20	Est. Cost FY19-20
1.0	CoC Coordination Activities: <ul style="list-style-type: none"> a. Attend and make presentations at CoC Steering Committee meetings b. Attend and help develop agendas and presentations for CoC subcommittee meetings; c. Draft Governance Charter updates as needed 	34	\$5,640	35	\$5,770
2.0	Project Evaluation (System and Project Performance): <ul style="list-style-type: none"> a. Provide TA to support HSA to develop tools for tracking system and project performance (HMIS custom reports, dashboards, spreadsheets, etc.) b. Provide TA to support HSA's work on HMIS data quality improvement (e.g. data quality toolkit, HMIS policies, provider training, etc.) c. Data analysis as needed to support HSA performance measurement work (e.g. setting targets, analyzing performance, communication with providers about performance results) and to support work of the CoC performance measurement subcommittee. d. TA to support HSAHSA with HUD reporting as needed (AHAR, APRs, system performance) 	170	\$26,600	185	\$29,070
3.0	Project Monitoring Activities: <ul style="list-style-type: none"> a. Provide TA to assist HSAHSA to develop and refine processes and tools to monitor CoC and ESG funding recipients (e.g. monitoring protocols and tools) b. Respond to HSA, CoC and provider questions about compliance with CoC and ESG regulations and guidance 	24	\$3,770	24	\$3,860
4.0	Participation in the Consolidated Plan: <ul style="list-style-type: none"> a. Participate in meetings as needed to support development of homeless-related sections of County and City Con. Plans; assist with analyzing data as needed for Con Plans and CAPER reports 	26	\$4,210	26	\$4,310
5.0	2018 and 2019 CoC Application Activities: <ul style="list-style-type: none"> a. Review annual CoC NOFA, analyze changes and implications, provide TA to HSA and CoC on overall strategy, develop rating and ranking policy. b. Assist with drafting and editing the Collaborative Application (Exhibit 1): analyze point scoring, draft and edit responses to questions, assist with information gathering as needed, advise on how to maximize overall score. 	117	\$20,000	120	\$20,450

Activities		Est. Hours FY18-19	Est. Cost FY18-19	Est. Hours FY19-20	Est. Cost FY19-20
	<ul style="list-style-type: none"> c. Provide technical support with Project Applications (Exhibit 2), including help with developing and implementing a rating and ranking process and system, facilitation of Review Panel, strategy to maximize overall award amount (Tier 1/Tier 2 strategy), instructions for recipients/applicants (e-snaps tips), training to ensure applications are technically correct, advise on competitiveness of new projects, help draft HSA applications (HMIS, Planning). d. Follow up work relating to the previous year's application and preparation for the current year's NOFA, including communications with providers, reviewing HUD guidance, etc. 				
7.0	Developing a CoC System				
7.A	Homeless System Re-Design: <ul style="list-style-type: none"> 1. Support HSA with overall management of Strategic Plan implementation, including: (1) meetings as needed with HSA and community leadership; (2) TA to develop plan implementation tracking tools; (3) developing communications and messaging materials to report on plan progress; (4) overall evaluation of progress towards meeting plan goals. 2. Provide TA to develop and assist with implementation of policies and procedures to relating to institutional discharge into the homeless system from other systems (e.g. develop strategies to integrate these other systems with the homeless crisis response system) 3. Support HSA to refine the homeless crisis response system design, including overall CE design 	84	\$14,045	93	\$15,410
7.B	Coordinated Entry (CE): <ul style="list-style-type: none"> 1. TA as needed to support ongoing CE implementation – refine policies and procedures to improve effectiveness, resolve problems, respond to updated HUD guidance, update tools, draft other materials. 2. Conduct evaluation of CE, including both quantitative and qualitative analysis; produce draft and final evaluation reports, including analysis of implications and recommendations for overall homeless system design and CE 	322	\$55,130	252	\$42,890

Activities		Est. Hours FY18-19	Est. Cost FY18-19	Est. Hours FY19-20	Est. Cost FY19-20
	3. Support HSA to conduct HUD-required annual client survey or other form of client input on CE implementation.				
7.C	System Strategies and Policies <ol style="list-style-type: none"> 1. Provide intervention-specific TA (ES, TH, RRH, PSH) to support HSA and CoC efforts to improve effectiveness and efficiency of system interventions, align interventions to best practices, align funding sources to common goals and policies, and size inventory to meet need. TA will include data analysis as needed to identify areas in need of improvement and help develop alternatives. 2. Provide population-specific TA to support HSA and CoC efforts to develop and refine interventions for special populations, including youth, seniors, veterans. TA will include data analysis as needed to help understand population needs and how they are being served in the existing system. 3. Coordination with other TA providers as needed 	100	\$16,465	110	\$18,020
7.D	Point in Time Count <ol style="list-style-type: none"> 1. Regularly update PIT work plan and timeline 2. Develop unsheltered count methodology 3. Assist HSA in selecting App vendor; assist with design, programming and testing of selected app 4. Develop manual data collection tools for sheltered count/HIC 5. Develop training materials for volunteers, trainers, captains 6. Enter and analyze data 7. Prepare data for HUD HDX data entry 8. Draft and finalize PIT Executive Summary 9. Draft and finalize full PIT report (community report) 	331	\$53,720	72	\$11,290
8.0	Other TA (Not CoC Related): <ol style="list-style-type: none"> a. Prepare grant proposals and applications to respond to funding opportunities for homeless system activities (local, state and federal sources) b. Provide TA to support Community Action Agency (CAA) planning 	43	\$7,220	44	\$7,390
9.0	Project Management: <ol style="list-style-type: none"> a. Regular conference calls with the client team (HSA staff) to track and coordinate TA activities and make adjustments to work plan priorities 	52	\$9,520	54	\$9,730
SUBTOTAL		1,303	\$216,320	1,015	\$168,190

Activities	Est. Hours FY18-19	Est. Cost FY18-19	Est. Hours FY19-20	Est. Cost FY19-20
Travel not to exceed (estimated, to be reimbursed based on actuals)		\$4,000		\$2,500
TOTAL		\$220,320		\$170,690

Two Year Summary of Estimated Costs

Activity		Year One Costs 2018-2019	Year Two Costs 2019-2020	Total
1.0	CoC Coordination	\$5,640	\$5,770	\$11,410
2.0	Project Evaluation	\$26,600	\$29,070	\$55,670
3.0	Project Monitoring	\$3,770	\$3,860	\$7,630
4.0	Participation in Con. Plan	\$4,210	\$4,310	\$8,520
5.0	CoC Application	\$20,000	\$20,450	\$40,450
6.0	CoC Geography	NA	NA	NA
7.0	Developing a CoC System			
7A	Homeless System Re-Design	\$14,045	\$15,410	\$29,455
7B	Coordinated Entry	\$55,130	\$42,890	\$98,020
7C	System Strategies and Policies	\$16,465	\$18,020	\$34,485
7D	Point in Time Counts	\$53,720	\$11,290	\$65,010
8.0	Other TA (Non-CoC)	\$7,220	\$7,390	\$14,610
9.0	Project Management	\$9,520	\$9,730	\$19,250
Subtotal		\$216,320	\$168,190	\$388,510
Travel		\$4,000	\$2,500	\$6,500
Total		\$220,320	\$170,690	\$391,010

(End of Exhibit C)