

**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, on June 27, 2017, the parties entered into an Agreement for shelter operations in the amount of \$1,800,980 for the term of July 1, 2017 through June 30, 2020; and

WHEREAS, the parties wish to amend the Agreement to add funds in the amount of \$187,250 to provide operational costs of the Safe Harbor facility for total obligation of \$1,988,230.

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

1. Paragraph 1. Exhibits and Attachments is hereby amended as follows:

Exhibit A – Program/Project Description

Exhibit B – Method and Rate of Payment (revised 1/2019)

Exhibit C – Performance Reporting and Monitoring

Exhibit D – Clarity Human Services System (revised 1/2019)

Attachment I – § 504 Compliance

Attachment P – Personally Identifiable Information Requirements for County Contractors, Sub Contractors, Vendors and Agents

2. **Paragraph 2. Services to be performed by Contractor is hereby amended to read as follows:**

In consideration of the payments set forth in this Agreement and in **Exhibit B** (revised 1/2019), Contractor shall perform for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, C and D (revised 1/2019).

3. **Paragraph 3. Payments is hereby 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, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit B** (revised 1/2019). 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 **ONE MILLION NINE HUNDRED EIGHTY EIGHT THOUSAND AND TWO HUNDRED THIRTY DOLLARS (\$1,988,230)**. In the event that the 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. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. **Exhibit B (revised 1/2019) - Payments and Rates replaces the original Exhibit B in its entirety and is attached hereto.**
5. **Exhibit D (revised 1/2019) – Clarity Human Services System replaces the original Exhibit D in its entirety and is attached hereto.**

All other terms and conditions of the Agreement dated June 27, 2017 between the County and Contractor shall remain in full force and effect.

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

For Contractor: SAMARITAN HOUSE


Contractor Signature

12-26-18
Date

JOLIE A. BOU, CFO
Contractor Name (please
print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit B – Method and Rate of Payment (revised 1/2019)

In consideration of the services provided by Contractor as shown in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

General Payment Terms

Availability of Funding:

County may terminate this Agreement in whole or a portion of services based upon availability of federal, state or county funds by providing a thirty (30) day written notice to Contractor.

Quality of Work:

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within fifteen (15) days of receipt of statement with a plan to confirm what steps will be taken to correct performance.

Funding:

County shall have the option to adjust funding across line items in the budget shown in Exhibit B, and across fiscal years as agreed upon by both parties and approved by County in writing as long as it does not exceed the total Agreement obligation.

Right of County to Request Additional Services:

County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs across line items accordingly as long as it does not exceed the total Agreement obligation and is not restricted by any grant or specific funding Agreements.

Yearly Allocations

Shelter Operations:

Fiscal Year	Amount Per Fiscal Year	Amount per quarter (one fourth of annual total)
2017-2018	\$575,000	\$143,750.00
2018-2019	\$666,750	\$166,687.50
2019-2020	\$705,230	\$176,307.50
Total	\$1,946,980	N/A

Inclement weather:

Daily rate per night on activated nights when at least one inclement weather cot is used: \$250. This component of the Agreement shall not exceed \$13,750 for each fiscal year of the Agreement.

Shelter Services Budget**FY2017-18****FY2018-19****FY2019-20**

Personnel Expenses			
Chief Operating Officer	\$20,000	\$30,960	\$38,920
Case Managers	\$172,108	\$116,258	\$119,862
Shelter Program Aides	\$232,272	\$238,297	\$260,383
Associate Director - Program	\$31,374	\$32,378	\$33,382
Associate Director - Operations	\$40,429	\$61,920	\$63,840
Shelter Shift Supervisor	\$12,000	\$12,384	\$12,768
Shelter Intake Coordinator	\$44,323	\$44,588	\$45,376
Shared Personnel Expense		\$37,152	\$38,303
Subtotal Personnel	\$552,506	\$573,937	\$612,834
Operating Expenses			
Supplies		\$10,815	\$10,815
Rent			
Utilities			
Phones / Communications		\$5,852	\$5,852
Client assistance			
Maintenance / Housekeeping (laundry)		\$17,845	\$17,845
Equipment Rental		\$1,170	\$1,170
Training			
Meal service and dining supplies			
Mileage			
Insurance			
Outside Services (IT, Clarity)	\$22,494	\$40,000	\$40,000
Depreciation			
Other fees (payroll fees)		\$2,830	\$2,830
Postage & Mail			
Recruitment			
Travel Meetings and Conferences			
In-Kind			
Subtotal Operating Expenses	\$22,494	\$78,512	\$78,512
Administrative Expenses			
Accounting		\$14,301	\$13,884
Administrative overhead			
Shared Operating Expense			
Subtotal Admin Expense	\$0	\$14,301	\$13,884
Total Expenses	\$575,000	\$666,750	\$705,230
Total Contracted Shelter Operations	\$1,946,980		

Program Budget(s) Overview:

Fiscal Year	Shelter Operations amount	Inclement weather maximum	Total
2017-2018	\$575,000	\$13,750	\$588,750
2018-2019	\$666,750	\$13,750	\$680,500
2019-2020	\$705,230	\$13,750	\$718,980
Total	\$1,946,980	\$41,250	\$1,988,230

In no event, shall the total amount of the Agreement exceed **ONE MILLION NINE HUNDRED EIGHTY EIGHT THOUSAND AND TWO HUNDRED THIRTY DOLLARS (\$1,988,230)**.

PAYMENTS & INVOICING**Inclement Weather**

1. Contractor will invoice County quarterly for Inclement Weather for activated nights when at least one cot is used. Invoice should itemize dates and usage. This invoice should be separate from Shelter Services invoice.
2. County shall pay Contractor for Inclement Weather Services upon receipt and approval of invoices.

Shelter Services

1. Contractor shall invoice HSA quarterly for actual costs incurred based on the Shelter Services Budget above and the schedule shown below. Contractor shall submit invoice, supporting documentation, and all required reporting by the 20th of each month following the end of the prior quarter for operating expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the budget shown in Exhibit B. The final invoice for each Fiscal Year will be submitted by June 20th due to year-end processing.

Reporting Period	Due Date for Invoice (with reporting, supporting documentation)
Q1 (July-September)	October 20th
Q2 (October- December)	January 20th th
Q3 (January-March)	April 20th
Q4 (April-June)	Invoice due June 20th Reporting due July 20th

2. County shall pay Contractor upon receipt and approval of invoices and required documentation and reporting as shown in Exhibit C.

In Kind Facility Support

The County provides in kind resources to Contractor for facility and maintenance costs at the shelter. This in kind resource is estimated to be valued at \$319,400 in FY 18-19 (specific value of in kind resource is subject to change).

Exhibit D - Clarity Human Services System (revised 1/2019)

Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers (version last updated 9/2017)

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
Coastside Hope	Abode Services
Daly City Community Services Center	StarVista
Fair Oaks Community Center	San Mateo County Human Services Agency
Puente de la Costa Sur	Housing Authority of the County Of San Mateo
Tides/Pacifica Resource Center	San Mateo County Department of Housing
Samaritan House	San Mateo County Health System, Behavioral Health And Recovery Services
El Concilio of San Mateo County	Mateo Lodge
YMCA Community Resource Center	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
	VA Palo Alto Health Care System (VAPAHCS)
	San Francisco VA Health Care System (SFVA)

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.