

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
HUMAN INVESTMENT PROJECT**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Human Investment Project, 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 the Self-Sufficiency Program and the Home Sharing Program services on June 5, 2007; and

WHEREAS, the parties wish to amend the Agreement to add funding for the remaining terms of the Agreement and add Exhibit A1 (Program/Project Description) and Exhibit B1 (Method and Rate of Payment).

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

1. 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 Exhibit "A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B1." 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 for the FY 2007-10 exceed One Million Twenty Seven Thousand Seven Hundred Dollars, (\$1,027,700).

2. Exhibit A1- Program/Project Description - is added to the Agreement – See Attached Exhibit A1, ([May 6, 2008]).
3. Exhibit B1 – Method and Rate of Payment is added to the Agreement – See Attached Exhibit B1, ([May 6, 2008]).
4. All other terms and conditions of the Agreement dated June 5, 2007, between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
Adrienne J. Tissier, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Human Investment Project (HIP Housing)
364 South Railroad Avenue
San Mateo, CA 94401

Contractor's Signature

Date: _____

Exhibit "A1"
Program/Project Description
Human Investment Project
FY 2007-10

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following services:

I. Self-Sufficiency Program

The Self-Sufficiency Program (SSP) provides housing resources and supportive services to extremely low income families, as defined by regulations promulgated by the United States Department of Housing and Urban Development (HUD), many of whom are living at welfare-level. The mission of SSP is to create stability for clients in order to promote job achievement, retention and advancement through the provision of housing resources and supportive services, thereby enabling participants to reach and maintain self-sufficiency. Clients accepted into SSP may either enter HIP Housing-owned or managed shared housing, which provides Section 8 rental vouchers to these participants, or receive housing scholarships for independent living.

Funds provided for the SSP under this Agreement are to be used as follows:

- (a) program delivery services, including case management, to all SSP clients; and
- (b) housing scholarships to clients currently receiving housing assistance under the Housing Opportunities Program (HOP).
- (c) In the absence of Section 8 voucher, the client families to be identified by HIP for SSP under the SHARE model will be allowed to utilize CalWorks funds provided by the Agreement. For the months prior to July 1, 2008, HIP shall invoice the County on a monthly basis for these funds for SSP along with the HIP's monthly request for HOP program funding.

HOP is structured as a time-limited shallow rental subsidy. HOP scholarships are limited to 12 months.

Clients entering SSP on or after July 1, 2007, shall receive housing scholarships under HOP with County approval.

New clients entering SSP shall participate in the shared housing program and be referred to the Moving to Work Program for Section 8 housing vouchers, or utilize scholarships. Case management and other supportive services shall be provided to all SSP clients, as necessary.

During the term of this Agreement, Contractor and Human Services Agency/Shelter Services shall continue to work in good faith to effectively blend mutual goals of SSP and the Moving to Work Program in the best interests of the clients.

Contractor Goals and Responsibilities

Under this Agreement Contractor will:

- a. Conduct the marketing, evaluation and selection of SSP program participants, provide case management, and perform life-skills training;
- b. Develop and maintain a mentoring program, and other necessary functions to effectively carry out the SSP program.
- c. Provide services to 40-50 clients selected to participate in SSP, which may include having clients live in HIP Housing-owned or managed shared housing or making successful referrals to the Moving to Work Program for Section 8 vouchers.
- d. Prepare quarterly performance reports as described below.
- e. Perform follow-up of clients for at least 12 months after graduation from SSP.
- f. Review rental leases, negotiate with landlords and inspect units for habitability, as necessary.
- g. Contractor shall participate in HOPE (Housing Our People Effectively) activities as mutually agreed upon. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.

Demographic Information of Housing Scholarship Recipients

On a quarterly basis, Contractor shall provide County with certain demographic information regarding SSP participants, both those residing in HIP Housing-owned/managed shared housing and those receiving housing scholarships or Moving to Work Section 8 vouchers.

The quarterly report shall include the following information: Number of applicants; number of clients currently participating in shared housing, HOP and Moving to Work; race/ethnicity of household head; percent of median income of client upon entering program; size of household; number of graduates of SSP; number of withdrawals and terminations; number of clients that have achieved self-sufficiency after graduation, based on an operational definition to be agreed upon between County and Contractor.

For those in independent living, information shall also include: number of bedrooms, tenant contribution toward rent, subsidy amount, total rent, tenant's monthly gross income, and location of housing.

Contractor shall also provide other information County may reasonably request during the course of this Agreement. Demographic information of new clients shall be provided to County when Contractor makes first request for payment of housing scholarships for these clients.

<p>II. HOMESHARING PROGRAM</p>
<p><u>Overview</u></p> <p>The Home Sharing program provides assistance to finding permanent affordable housing to clients in San Mateo County. Once clients contact Human Investment Project (HIP Housing) for assistance with permanent affordable housing, they are scheduled for an interview to complete the appropriate paperwork and receive referrals and a meeting is coordinated to draft the Living Together Agreement. Once this Agreement is completed, the client can move in. Follow-up contact with placed clients is made twice a year and/or quarterly if the home provider is a senior (this service is called match follow-up). Mediation services are also made available if there is a dispute between client and landlord.</p>
<p><u>Contractor's Goals and Responsibilities</u></p>
<p>Under this Agreement Contractor will:</p>
<p>a. Provide approximately 210 placements in affordable housing units for very-low to moderate income adults and children who live or wish to live in San Mateo County, with a focus on seniors, single parents and their children, the homeless and near homeless, and others with special needs.</p>
<p>b. Prevent homelessness by focusing on the needs of persons who are at risk of becoming homeless, including those exiting a homeless shelter, homeless youth, persons with AIDS, the disabled and others with special needs.</p>
<p>c. In collaboration with other agencies, coordinate permanent housing for people making the transition from shelters through group share arrangements.</p>
<p>d. Conduct community outreach activities including: presentations to service providers; organizations; shelters and senior centers, public service announcements; newspaper ads; placing counter boxes containing HIP Housing brochures in libraries; agencies; churches; city halls; doctor=s offices and coordinate a volunteer component.</p>
<p>e. Make home visits to the disabled and to frail senior citizens to complete the intake process for placement.</p>
<p>f. Provide all housing and counseling services in Chinese/English/Spanish/Tagalog.</p>
<p>g. Coordinate the services of volunteers who assist staff with telephone inquiries, reference checks, community outreach, and client home visits.</p>
<p>h. Provide follow-up to matched home sharers, including mediation services.</p>
<p>i. Contractor is receiving CDBG fund and agrees to complete and submit HUD required quarterly reports as stated in Exhibit F to ashirkhani@smchsa.org, electronically on the quarterly basis. HUD required quarterly reports will also be available electronically for Contractors to use.</p>

Exhibit "B1"
Method and Rate of Payment
Human Investment Project
FY 2008-10

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

For FY 2008-09 and FY 2009-10:

I. HIP HOUSING SELF-SUFFICIENCY PROGRAM

Payment by County to Contractor will be made monthly upon receipt of monthly requests for payments, unless agreed otherwise by Contractor and the Director of the Human Services Agency/Shelter Services. All requests for payment will be submitted to Human Services Agency/Shelter Services.

Contractor will submit payment requests to the County no later than the 15th of each month. Requests for rental assistance payment will be made as advances, that is, for the month following the month in which payment request is submitted. No payment will be made unless Contractor certifies in writing that the payments are proper and that all funds to be expended are on behalf of and exclusively for rental assistance. Total payments by County for rental assistance during the FY 2008-10 will not exceed \$105,000 per Fiscal Year for a total of \$210,000.

Payment for program service delivery costs, as outlined in Exhibit AI, will be made for the current month in which payment request is submitted. Program service delivery costs payment will be made in twelve (12) equal monthly installments and shall not exceed \$185,000 per year or \$15,416.66 per month per Fiscal Year for a total of \$370,000.

Contractor will further certify in writing what specific activities have been performed. Final authority for deciding the validity of requests for reimbursement will rest with the County. The County will not be obligated to make a payment of any billing until any and all objections to the adequacy of the services rendered or the amount of the billing have been resolved. The County will state the specific nature of its objections to Contractor's work in writing. County will also specify what actions or changes are necessary to make the work acceptable. Contractor will respond to County within 15 days of receipt of such objections. The parties to this Agreement will meet to discuss such objections at the request of either party. In no case will the total amount of this section of the Agreement for the self sufficiency exceed \$290,000 per Fiscal Year for a total of \$580,000.

II. HIP HOUSING HOMESHARING PROGRAM

Payment to Contractor shall be made at the following unit rate:

A. \$400 per household served to include: client interview, information and referral, mediation, life skills workshops, bilingual services, home visits, match follow-up and Section 8 certificates.

All program income received by the Contractor shall be disbursed for activities described in Exhibit AI, prior to application for payment from Community Development Block Grant funds.

The maximum amount payable of the HIP Housing Home Sharing program under this Agreement for the FY 2008 -09 shall not exceed \$84,000 or an average of \$7000 per month. Contractor shall submit requests for payment on a monthly basis. Payment by County to Contractor shall be made based upon claims of payment being submitted by Contractor to County.

Contractor shall verify in writing that specific services for which payment is being requested has been satisfactorily completed. County reserves the right to confirm such completion prior to payment to Contractor.

B. Monthly Reports

No request for reimbursement will be honored until the Monthly Performance and Narrative Reports, as described in Exhibits D and F, have been received and accepted as satisfactory by the Human Services Agency.

C. Term of payments

In any event the total amount of the Agreement for the FY 2007-10 shall not exceed \$1,027,700.

The contractor needs to apply for CalWORKs and CGBD on an annual basis for Fiscal Year 2009 -10.

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. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

Invoices will not be paid without Quarterly Reports. Copies of Quarterly Reports are to be sent to Ali Shirkhani – 262 Harbor Blvd – Belmont, CA 94002. Phone (650) 802-7675.