

**AMENDMENT TO THE AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
EL CONCILIO OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and EL CONCILIO OF SAN MATEO COUNTY, 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 on June 5, 2007; and

WHEREAS, the parties wish to amend the Agreement to add funds for the remaining term of the Agreement.

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

1. Section 3 Payment – 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 exceed Four Hundred Fourteen Thousand Seventy Two Dollars, (\$414,072).

2. Original Exhibit A– Program/ Project Description is replaced with Revised Exhibit A1, (rev. [5/28/08]) – See Attached.

3. Original Exhibit B – Method and Rate of Payment is replaced with Revised Exhibit B1, (rev.[5/28/08]) – See Attached.

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

El Concilio of San Mateo County
1419 Burlingame Avenue, Suite N
Burlingame, CA 94010
Ortensia Lopez, Executive Director

Contractor's Signature

Date: _____

**Exhibit A1
Program/Project Description**

**El Concilio of San Mateo County
Core Services 2008- 2010**

In consideration of payments provided for in this Agreement, Contractor shall, under the general direction of the Director of Human Services Agency, or her authorized representatives, provide services as described below:

The funding provided through this Agreement represents 33% of the contractor's overall operational expenses for the provision of the following services.

1. CLIENTS TO BE SERVED: Low-income families, single parents, seniors, disabled and individuals needing assistance in meeting basic human needs relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management counseling, and follow-up. Low-income families and individuals needing help in assessing appropriate resources to meet their needs including education, employment, health, child care and legal assistance. Services will be provided in English and Spanish.

2. CLIENT SERVICES: Contractor will provide safety net services to 1500 unduplicated individuals and families per year for the term of this Agreement in the following service areas. On a quarterly basis Contractor will report the actual number of unduplicated individuals provided services in the following categories: Emergency Material Assistance, Emergency Shelter Services, and Case Management to provide those services. Definitions for and additional information regarding each category set forth below are located in the Core Services Procedure Manual, Section 15 Glossary, page 318. Contractor and County agree that the definitions set forth in the Glossary of the Core Services Manual are incorporated by reference as it is fully set forth in this Agreement. The Contractor will provide the following services, supporting activities and related information from July 1, 2008 through June 30, 2010.

- A. **Contacts** with residents of the County by phone, walk-in or outreach.
- B. **Comprehensive Needs Assessments.**
- C. **Emergency Material Assistance** (food, clothing, shelter, infant needs and transportation) based on a comprehensive Needs Assessment that identifies need.
- D. **Emergency Shelter Services.**
- E. **Crisis Intervention.**
- F. Provision of technical assistance services including **translation or interpretation services, forms completion and letter writing.**
- G. **Information and Referral** to appropriate social service programs for English and non-English speakers.
- H. **Employment Assistance** including referral to employment or job training programs.
- I. **Advocacy Services.**
- J. **Financial Evaluation** for individuals who are applying for contractor's programs and/or screening for other financial aid programs offered to residents of this County.
- K. **Follow-up Services** of case intakes.
- L. **Housing Services** to families through the Season of Sharing Housing Assistance Fund, Housing Industry Fund, and other housing assistance programs.

3. EFFECTS OF SERVICE: Services will allow County residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

4. **OUTCOMES:** On a quarterly basis Contractor will collect and report data to County outcomes of various program activities, and will continue to work with the OBM staff to refine outcome measures.

A. Emergency Services For Emergency Assistance including: clothing, food, shelter vouchers and transportation, delivery of the service itself will be the outcome. The estimated outcome for the FY 2007-08 will be 1200 emergency services delivered per year.

B. Homelessness Prevention All Rental Assistance and move-in costs paid will be tracked. A follow-up, six months after the assistance ends, will be completed to determine housing status. Client should be informed of follow-up at time of assistance and three stable contact phone numbers of those likely to know client's whereabouts will be collected. The estimated outcome of the number of eligible households provided rental assistance will be 150 per year of this Agreement and the percentage of known clients still housed after six months will be 75%.

5. **OTHER CONTRACTOR RESPONSIBILITIES**

A. The Contractor will provide a written policy to the Human Services Agency for review, pursuant to which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.

B. The Contractor agrees to report to the Human Services Agency on a quarterly basis its services and activities under this contract, and to accept appropriately referred clients from the County for its contract services as part of their client base.

C. The Contractor will establish written procedures and provide them to the Human Services Agency for review, to ensure that all Contractor employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency defined in Penal Code Section 11165(k).

D. The Contractor will provide the Human Services Agency with a current budget which clearly states the total agency budget. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for a period of three (3) years. The Contractor will notify the Human Services Agency timely of any major changes to the agency budget, financial statements or board composition/meeting schedules.

E. Contractor will develop and maintain an agency written policy on confidentiality and will assure that the staff is trained and follows the policy.

F. Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE).

G. Contractor will 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.

- 6. SERVICE INTEGRATION:** Contractor and a designated Human Services Agency representative will coordinate service delivery so that clients receive timely and accurate services. Contractor will coordinate training to insure that its staff is knowledgeable and up to date on the services provided by Human Services Agency, other community agencies and the current needs experienced in the community.
- 7. WORKING RELATIONSHIP:** Contractor will participate in decision-making on issues that impact Contractor's obligations under this Agreement. Human Services Agency (HSA) encourages communication between HSA and Contractor staff. Contractor will meet Quarterly with the HSA Regional Program Manager. Additionally, Contractor will participate in regular meetings with HSA-designated staff to monitor Contractor's progress.
- 8. CONFLICT RESOLUTION:** Contractor and the Human Services Agency will meet on a regular basis to identify areas of potential disagreement and develop ways to address the issues.

 - A. Intake** Contractor shall use as its standard form for intake the Initial Inquiry Form. After addressing any emergency needs, if Contractor identifies a client as being eligible for TANF or other HSA services, that client will be referred to HSA staff for further assistance. If further Core services are needed, HSA staff will refer the client back to Contractor. If the client is not eligible for HSA services, then the client remains with Contractor for services.
 - B. Education and Training** Contractor's staff will participate in training provided by HSA as necessary to improve coordination and delivery of services
 - C. Family Self-Sufficiency Teams (FSST)** Contractor will continue to participate in the FSST. Contractor's staff may be primary case managers for FSST cases, when they have the requisite training and experience.
 - D. Release of information.** A signed client consent to services and release of information between the Contractor and the Human Services Agency will be obtained. Feedback on referrals will be timely.
 - E. Evaluation:** HSA and Contractor, with the assistance of an HSA Planning and Evaluation Specialist, will develop appropriate measures to assess the outcome of services.

**Exhibit B1
Method and Rate of Payment**

**EI Concilio of San Mateo County
Core Services 2008-2010**

In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount not to exceed \$37,332.00 for FY 08-09 upon receipt and approval of invoices. The Contractor shall submit invoices within 30 days of the end of the service quarter, and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total amount of the Amendment for FY 2008-09 shall not exceed \$149,328.00, which includes \$15,000 CDBG funding and a 3% Cost of Business Increase (COBI).

The County shall pay the Contractor a quarterly amount not to exceed \$33,582.00 for FY 09-10 upon receipt and approval of invoices. The Contractor shall submit invoices within 30 days of the end of the service quarter, and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total amount of the Amendment for FY 2009-10 shall not exceed \$134,328.00, which includes a 3% Cost of Business Increase (COBI).

In any event the total amount of the Agreement for FY 2007-10 shall not exceed \$414,072.00.

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.

All Quarterly Reports and Invoices are to be submitted to San Mateo County Human Services Agency, Center on Homelessness, Ali Shirkhani – 262 Harbor Blvd., Bldg. A– Belmont, CA 94002. Phone (650) 802-7675. Invoices will not be paid without Quarterly Reports.

Required Reports to process invoices:

Quarterly Reports must contain the following information:
<ul style="list-style-type: none">• Client services delivered• Documentation of successfully funded commitments of new or increased revenues for the Fiscal Year 2008-10