AMENDMENT TO THE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND INNVISION – THE WAY HOME

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of

_____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter

called "County," and INNVISION - THE WAY HOME, hereinafter called "Contractor";

$\underline{W} \underline{I} \underline{T} \underline{N} \underline{E} \underline{S} \underline{S} \underline{E} \underline{T} \underline{H}$:

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 and the purpose of providing the administration and coordination of emergency homeless shelter services; and

WHEREAS, the parties wish to amend the Agreement to add funds for Fiscal Year 2008-09 of the Agreement.

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

1. Section 3 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 "A and A1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B and 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 Fiscal Year 2008-09 exceed Two Hundred Eleven Thousand Seven Hundred Fifty Four Dollars, (\$211,754).

- 2. Exhibit A1 Program/Project Description is added to the Agreement See Attachment.
- **3.** Exhibit B1 Method and Rate of Payment is added to the Agreement See Attachment.
- 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

InnVision – The Way Home 974 Willow Street San Jose, CA 95125 Denise Scovel, Deputy Director

Contractor's Signature

Date:

Exhibit "A1" Program/Project Description

InnVision – The Way Home Core Services 2008-2010

I. Shelter Services:

In consideration of the payments set forth in Exhibit "B1", Contractor shall provide the following shelter services:

The InnVision Facility at which services are to be performed is located at 795 Willow Road, Bldg., 323-D, Menlo Park, CA 94025 (hereinafter referred to as "premises" or "facility"). The facility serves as a multiple purpose shelter/transitional housing facility and day service center for homeless families and individuals. Contractor shall provide services in connection with those multiple purposes as set forth herein. Contractor shall at all times operate the facility in accordance with the applicable federal and state rules and regulations as well as all government safety, health and sanitation standards.

Emergency Shelter - Adults

The facility serves as a supportive 36-bed year round community shelter for homeless adults (men & women) who require shelter to access outpatient services necessary to leave homelessness ("Emergency Shelter"). The length of stay is directly linked with an individualized contract to participate in a rehabilitation program. The expected average length of stay (LOS) is 60 days; and the maximum LOS is 90 days.

With funds provided under this Agreement, Contractor shall accept referrals and conduct screening, intake, and evaluation for 58 homeless individuals from San Mateo County during the term of this Agreement.

Family Shelter

The facility also serves as a supportive 6 family unit program (24-bed) year round community shelter for homeless families with children who require shelter to access outpatient services necessary to leave homelessness ("Family Shelter"). The length of stay is directly linked with and individualized to participate in a rehabilitation program. The expected average LOS is 60 days; and the maximum LOS is 90 days.

With funds provided under this Agreement, Contractor shall accept referrals and conduct screening, intake, and evaluation for 6 families from San Mateo County annually.

Transitional Shelter Adults & Families

The facility also serves as a supportive 24-bed year-round transitional housing program for homeless adults (men & women), and families (6 family units, 24-beds) who require more time to locate permanent housing and services to leave homelessness ("Transitional Shelter"). The length

of stay is directly linked with and individualized to participate in a rehabilitation program. The expected average LOS is 6 months; and the maximum LOS is 2 years.

With funds provided under this Agreement, Contractor shall accept referrals and conduct screening, intake, and evaluation for 16 homeless individuals from San Mateo County during the term of this Agreement.

The above minimum service numbers for each program are annualized numbers which assume the facility operates at full capacity and that individuals are permitted to stay within each program limit.

Mandatory Acknowledgement of Funder

All projects/programs receiving any type of funding assistance and or substantial technical assistance through the San Mateo County Department of Housing will be required to state such in any advertising, marketing, public presentations, press releases, written materials or project descriptions. Such acknowledgement should also identify the U.S. Department of Housing & Urban Development.

II. Elsa Segovia Center (ESC) Services:

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

1. Accept referrals and conduct screening, intake and evaluation of 164 homeless and low-income families, women and children at Elsa Segovia Center (ESC). Of this amount, at least 200 from San Mateo County and at least 40 will be from Urban San Mateo County (please see the Note).

Note: Urban San Mateo County (San Mateo County jurisdiction minus the areas of Redwood City, City of San Mateo, Daly City, and City of South San Francisco).

- **2.** Of all adult participants, 60% will have increased their income as measured by pre-admission data compared with monthly and quarterly service data report.
- **3.** 60% of women, children and family will have increased their general health and well being as measured by pre and post self assessment health surveys. 65% of all children who have received services at ESC will be enrolled in Healthy Families or some other form of low-cost health insurance programs.

4. OTHER CONTRACTOR RESPONSIBILITIES

A. The Contractor will provide a written policy to the Human Services Agency for review, pursuant to which recipients of service will 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. Contractor is receiving CDBG funding 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.

D. The Contractor will establish written procedures and provide then to 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).

E. 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 within five days of any changes to the agency budget or financial statements.

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

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

H. 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.

Exhibit B1 Method and Rate of Payment to Contractor

InnVision – The Way Home Core Services 2008-2010

1. In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount of \$14,696.75 upon receipt and approval of invoices for the services performed by the contractor as described in Exhibit A1 paragraph I. The Contractor shall submit invoices within 30 days of the end of the billing period, and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total payments for Services provided, as described in Exhibit A1 paragraph I, shall not exceed \$58,787.00.

2. In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount of \$10,207.00 upon receipt and approval of invoices for the services performed by the contractor as described in Exhibit A1 paragraph II. The Contractor shall submit invoices within 30 days of the end of the billing period, and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total payments for Services provided, as described in Exhibit A1 paragraph II, shall not exceed \$40,828.00. Payments include a 3% Cost of Business Increase (COBI).

The Contractor shall submit invoices within 30 days of the end of the service month (invoicing period), 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 Agreement shall not exceed \$211,754.00 for FY 2007-2009.

All Invoices are to be submitted to: Ali Shirkhani – 262 Harbor Blvd., Bldg. A – Belmont, CA 94002. Phone (650) 802-7675.