

**AMENDMENT TO THE 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 the 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 administration of the Self-Sufficiency Program (SSP) on May 5, 2010; and

WHEREAS, the parties wish to amend the Agreement to decrease the total obligation of the Agreement

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

1. Original Exhibit A is replaced with Revised Exhibit A1, (rev.{April 11, 2011}.
2. Original Exhibit B is replaced with Revised Exhibit B1, (rev.{April 11, 2011}.
3. **All other terms and conditions of the Agreement dated May 5, 2010, 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: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HUMAN INVESTMENT PROJECT

Contractor's Signature

Date: _____

Exhibit "A1"
Program/Project Description
HIP Housing
FY 2010-13

In consideration of the payments set forth in Exhibit "B1", 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;
- (b) housing scholarships to clients currently receiving housing assistance under the Housing Opportunities Program (HOP); and
- (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.

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

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 the Agreement, Contractor and Human Services Agency/Center on Homelessness 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 the 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 199 (for FY 2010-11), and 195 (for FY 2011-13) 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.
- h. Eligibility for financial benefits will be coordinated with HSA and identification of CalWORKs eligibility will be determined.

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.

Exhibit "B1"
Method and Rate of Payment
HIP Housing
FY 2010-13

In consideration of the services provided by Contractor in Exhibit "A1", County shall pay Contractor based on the following fee schedule:

A. 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/ Center on Homelessness. All requests for payment will be submitted to Human Services Agency/Center on Homelessness.

Contractor will submit payment requests to the County no later than the 15th of each month. Requests for **rental assistance** payments will be made the month following the month in which payment request is submitted. No payments 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. In full consideration of the services provided by Contractor for the rental assistance pursuant to this Amendment in the Agreement, County shall pay total payments of:

- a) \$105,000 for the FY 2010-11
- b) \$ 96,600 for the FY 2011-12
- c) \$ 96,600 for the FY 2012-13

Total payments for the **rental assistance** during the FY 2010-13 will not exceed \$298,200.

Payments for program **service delivery** cost, as outlined in Exhibit A1, will be made for the current month in which payment request is submitted. Program service delivery cost payments will be made monthly for the period July 1, through June of each Fiscal Year in the following manner:

- a) \$179,200 for the FY 2010-11
- b) \$170,200 for the FY 2011-12
- c) \$170,200 for the FY 2012-13

Total payments for the **service delivery** cost during the FY 2010 -13 will not exceed \$519,600.

The total obligation under this Amendment to the Agreement for the FY 2010-13 will not exceed \$817,800.

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.

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.

B. Monthly Reports

No request for reimbursement will be honored until the Monthly Performance and Narrative Report, have been received and accepted as satisfactory by the Human Services Agency.

C. Term of payments

The amount of payments for this Amendment to the Agreement is reduced by \$5,800 for a total not to exceed \$284,200 for services in FY 2010-11. For FY 2011-12 and FY 2012-13, services shall not exceed \$266,800 per Fiscal Year (reduction of \$23,200 per Fiscal Year). Services for this Amendment to the Agreement shall not exceed a total obligation of \$817,800 for the FY 2010-13.

Payments for the following years will be based on availability of funds and approval of the Agreement.

County may terminate the Agreement or a portion of the services referred to in Exhibit A1, 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 – 472 Harbor Boulevard, Building C – Belmont, CA 94002. Phone (650) 802-7675.

Required Reports to process invoices:

Quarterly Reports must contain the following information:
• Monthly Housing Opportunities for Self-Sufficiency Report
• Quarterly Performance Summary Report
• Quarterly Program Narrative Report

