

**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";

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 to provide Services, which includes information and referral, emergency assistance and case management services, on September 12, 2006; and

WHEREAS, the parties wish to amend the Agreement to add funding to provide additional emergency beds for clients transferred from the Safe Harbor Shelter while Safe Harbor is under construction for remodeling.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A1 – Program/Project Description

Exhibit B1 – Method and Rate of Payment

Exhibit C - Equal Benefits Compliance Declaration Form

Exhibit D – Program Monitoring

Exhibit E – Additional Program Requirements

Exhibit F – Housing and Urban Development (HUD) Requirements Quarterly Reports

Exhibit G – Outcome Based Management (OBM) Initiative

Exhibit H – Fingerprinting Compliance

Attachment I - §504 Compliance

Attachment II – Health Insurance Portability and Accountability Act (HIPAA)

2. Section 3 of the Agreement is amended to read as follows:

3. Payments In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1", County shall make payment to Contractor in the manner specified herein and in Exhibit "B1". 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. 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 total payment for services under this Agreement exceed Two Hundred Five Thousand Four Hundred Eighty Four Dollars, (\$205,484).

3. Original Exhibit A is replaced with Revised Exhibit A1.
4. Original Exhibit B is replaced with Revised Exhibit B1.
5. All other terms and conditions of the Agreement dated September 12, 2006, 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

INNVISION – THE WAY HOME
Denise Scovel, Deputy Director
974 Willow Street
San Jose, CA 95125

Contractor's Signature

Date: _____

Exhibit A1
Program/Project Description
InnVision – The Way Home

I. Shelter Services:

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

The InnVision Facility, 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

The facility serves as a supportive 63-bed year round community shelter for homeless adults (men, women and families) 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 80 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 80 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 (18 beds) 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 90 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 4 families from San Mateo County during the term of this Agreement

Transitional Shelter

The facility also serves as a supportive 35-bed year around transitional housing program for homeless adults (men, women, and couples) 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 month; and the maximum LOS is 2 years.

With funds provided under this Agreement, Contractor shall accept referrals and conduct screening, intake, and evaluation for 20 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 200 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 50 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.

III. Relief Shelter beds for Safe Harbor Shelter Program Participants:

In consideration of the payments set forth in Exhibit "B-1", Contractor shall provide the following shelter services:

The facility will allocate 15 emergency beds and provide emergency shelter services to serve Safe Harbor Shelter clients while Safe Harbor facility is under remodeling as needed.

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 them 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 participate in planning and utilization of the Homeless Management Information System (HMIS).

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) strategic program as it relates to their agency. 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.

Responsibilities Relating to the County's OBM Initiative:

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;

- Participating in a review of performance and outcome information; and
- Complying with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

County, through the Human Services Agency, will

- Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative;
- Issue and review OBM Implementation Guidelines; and
- Conduct review of performance and outcome information.

Exhibit B1
Method and Rate of Payment
InnVision – The Way Home

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 \$18,000 upon receipt and approval of invoices for the services performed by the contractor in Exhibit AI, 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 amount of the Agreement for Exhibit AI, paragraph I shall not exceed \$72,000.00

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 \$9,621 upon receipt and approval of invoices for the services performed by the contractor in Exhibit AI 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 amount of the Agreement for Exhibit AI, paragraph II shall not exceed \$38,484.00, which includes a 3% Cost of Business Increase (COBI) and the additional funding approved by the Board of Supervisors for Fiscal Year (FY) 2005-06.

3. In full consideration of the services provided by the Contractor pursuant to this Agreement, County shall pay at the rate of twenty five dollar (\$25.00) per day per bed to support emergency shelter services for the Safe Harbor Shelter participants as stated in Exhibit AI Section III. In addition County shall also pay the contractor one time fee of thirty four thousand one hundred twenty five dollar (\$34,125) cost of relocation for the Safe Harbor's clients.

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 \$205,484.

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