

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
INNVISION SHELTER NETWORK
(SHELTER OPERATIONS)**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and INNVISION SHELTER NETWORK, 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 Shelter Operation Services on June 18, 2013, and;

WHEREAS, the parties wish to amend the Agreement to increase the funding by \$180,671 to allow InnVision Shelter Network to serve an additional four hundred fifteen unduplicated households with shelter services.

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

1. Section 1 of the agreement – **Exhibits and Attachments** - is amended to read as follows:

Exhibit A—Program/Project Description
Exhibit A1—Program/Project Description
Exhibit B—Method and Rate of Payment
Exhibit B1 —Method and Rate of Payment
Exhibit C—Contractor's Declaration Form
Exhibit D—Program Monitoring
Exhibit E—Outcome Based Management (OBM) Initiative
Attachment I—§504 Compliance

2. Section 2 of the agreement – **Services to be performed by Contractor** - is amendment to read as follows:

In consideration of the payments set forth herein and in Exhibit "B" and "B1" Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" and "A1".

3. Section 3 of the agreement – Payments - is amendment 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 exceed One Million One Hundred Fifty Five Thousand Three Hundred Forty One Dollars (\$1,155,341).

4. Exhibits A1 – Program/Project Description and B1 – Method and Rate of Payment have been added to the agreement.

See Attachments

5. All other terms and conditions of the agreement dated June 18, 2013, 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

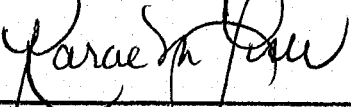
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

INNVISION SHELTER NETWORK


Contractor's Signature

Date: 7/30/13

Exhibit A1
Program/Project Description and Specific Requirements
InnVision Shelter Network – Shelter Operation
For CDBG, ESG and Rapid- Re Housing FY 13-14

A) Description of Program Services to be Performed by the Contractor for CDBG and ESG:

Contractor is receiving County's Community Development Block Grant (CDBG)-Emergency Solution Grant (ESG), funding for its five facility based shelter programs which provide short term (1-60days) and midterm transitional housing (2 to 6 months) for homeless families and single adults from all parts of San Mateo county. Together InnVision Shelter Network's programs provide shelter beds to 2,233 adults and children (1,052 households) during the FY 2012-13.

B) Description of Program Services to be Performed by the Contractor for the Rapid Re- Housing Fund:

The ESG funds will be used to rapidly re-house shelter-based homeless individuals and families, and to provide ongoing case management to ensure that participating clients remain permanently housed. Services will include outreach, individualized case management, housing search and placement, housing stabilization assistance, and direct financial assistance including security deposits and up to six months of rental subsidies to shelter-based homeless individuals and families.

Approximately 25 households (comprising 47 people) will received both rental assistance and housing search/stabilization services.

The Rapid Re-housing Collaborative Project is a multi-agency collaborative which draws on each agency's experience and expertise to provide a comprehensive rapid re-housing program to homeless individuals and families in San Mateo County. Shelter Network will serve as the lead agency, fiscal agent, and project coordinator, and will subcontract with Samaritan House, and Community Overcoming Relationship Abuse (CORA), and accept referrals from Project WeHOPE. The purpose of the project is to rapidly re-house shelter-based homeless individuals and families, and to provide ongoing case management to ensure that participating clients remain permanently housed. Services will include outreach, individualized case management, housing search and placement, housing stabilization assistance, and direct financial assistance including security deposits and up to six months of rental subsidies to shelter-based homeless individuals and families.

In consideration of the funding assistance payments set forth in Exhibit B, Contractor shall provide the following services: Contractor is the primary provider of services for homeless families and individuals in San Mateo County. With facilities located throughout the county safe shelter and comprehensive support services are provided for thousands of homeless children and adults each year, 95% of which are San Mateo County residents. Contractor expects to serve 1,800 individuals this fiscal year.

County Requirements

1. County Reimbursement Payment Overview: CDBG funds may not be used as advances to Contractor, only for reimbursement for services rendered. CDBG funds may be used to reimburse for costs incurred for the following: the cost of labor, supplies, and materials to deliver the above-referenced service(s), and a share of costs incurred in the operation and maintenance of a portion of the facility in which the service(s) is/are delivered and/or provided ("Reimbursable Expenses"). Reimbursable Expenses include the lease of a facility, equipment, and other property needed to provide the public service. Reimbursement of Contractor may be made based on a unit cost of service delivery (prorated CDBG cost of providing service per client) provided Contractor can provide supporting documentation described in Exhibit B.

Income payments. CDBG funds may not be used to make income payments directly to individuals for any purpose, including for such items as food, clothing, rent, and utilities ("Essential Household Expenses"). County shall not reimburse Contractor under this Agreement for any such income payments, including but not limited to **Contractor's purchase of gift cards provided to individuals**. However, income payments made by Contractor directly to providers of Essential Household Expenses on behalf of an individual for a time period not to exceed three consecutive months are eligible for reimbursement using CDBG funds, provided all other requirements are met. CDBG funds may not be used to fund or reimburse Contractor for administrative expenses or other costs not associated with the CDBG-funded service delivery. Costs must be allowable, reasonable, and allocable, subject to OMB Circular A-122, "Cost Principles for Non-Profit Organizations," or OMB Circular No. A-87, "Principles for Determining Costs Applicable to Grants and Contracts with State, Local and Federally Recognized Indian Tribal Governments".

Unless otherwise noted, payment to Contractor shall be made quarterly in accordance with the cost allocation budget below, which an estimated reimbursement schedule of amounts for County funding under this Agreement. All invoices must be supported by adequate documentation acceptable to DOH. (See Exhibit B for more information). Both County and Contractor understand that the cost allocation portion for County reimbursement is an estimate, and may deviate from what has been stated below. Any line item request for reimbursement that varies more than 10% from the original estimated CDBG-budgeted line item (see contract budget posted at City Data Services Data Base) must be approved in writing by DOH Director as a condition of reimbursement.

Unless agreed to otherwise by the parties to this Agreement and set forth herein, one hundred percent (100%) of clients served with funding under this agreement must be low income as defined by U.S. Department of Housing & Urban Development for San Mateo County. The current low income standards for San Mateo County can be found at www.smchousing.org. Family income will be documented by a statement of income signed by the client or verified by pay stubs, income tax returns, report of benefits, pensions or other suitable verification of income.

2. NEPA Exemption: CDBG funding for the program activity funded in this Agreement is exempt from environmental review (ER) in accordance with the National Environmental Protection Act under 24 CFR Part 58 sec.58.34 (4). Should DOH

determine that the activity is not exempt under the aforementioned regulation, DOH will notify Contractor that an ER will be prepared and that any non-staff costs to prepare the ER will be deducted from the proceeds of the funding provided in this Agreement. In no case will funds be disbursed to Contractor until an ER determination has been made and/or an ER completed to the satisfaction of the DOH, as the case may be.

1. Required Quarterly Reporting: Contractor shall submit to DOH a Quarterly Performance Report as soon as practicable after the end of each quarter, but no later than 30 days after the quarter's end. As DOH is moved to a web-based on-line system for reporting and billing, Contractor should enter necessary data into the on-line system (City Data Services/CDS). Contractor may be asked to provide hard copies of reports. Should hard copy reports be required, these report forms may be accessed from the DOH website at www.smchousing.org. Required quarterly reporting will consist of two parts:
 - a) Performance Summary, to be submitted on a form provided by DOH, which will summarize the number of clients served by their ethnicity and income. Data will be entered for both households and individuals into CDS electronically. Data on domicile (city) of clients will also be provided.
 - b) Narrative Report, which provides a narrative of highlights/details of both the funded activity and of the Contractor's organization. A recommended format will be provided by DOH. The narrative is required even if no activity has taken place within the quarter. Data will be entered into CDS electronically.
 - c) All invoices along with appropriate back up will be entered or uploaded into CDS. In order to expedite the payment to the Contractor all amount of the invoice should match the actual expenditure amount and with proper back ups.
2. Required Year-End Reporting. An additional reports is required at fiscal year-end:

Funding Sources Final Report, that shows the total of all funds expended for the program. This form may be found at www.smchousing.org.
3. Monitoring: In accordance with Paragraph 13 herein, *Retention of Records, Right to Monitor and Audit*, DOH may undertake monitoring of Contractor's records and premises for program compliance. Contractor shall be given adequate notice of any monitoring. Monitoring objectives will be to determine if Contractor is: (a) carrying out community development objectives consistent with the CDBG Program; (b) carrying out the program in a timely manner; (c) charging costs to the CDBG-funded activity that are eligible under applicable laws and CDBG regulations, and which costs should be reasonable in light of the services delivered; (d) conducting its activities with adequate control over program and financial performance, and in a way that minimizes opportunities for waste, mismanagement, fraud, and abuse; and (e) operating on a level that indicates it possesses a continuing capacity to carry out the CDBG-funded activity.
4. Contract Number: All correspondence, invoices, payments, and reports must include the County contract number.

Exhibit B1
Disbursements and Rates
InnVision Shelter Network – Shelter Operation
For CDBG, ESG and Rapid Re- Housing FY 13-14

Amount and Method of Payment

In consideration of the services provided by Contractor in Exhibit "A1", and subject to all other applicable terms and conditions of this Agreement, County will disburse CDBG, ESG and Rapid Re-Housing (R-RH) funding to Contractor based on the following terms:

Public Services

As mentioned in Exhibit A1 (Item 1- Required Quarterly Reporting), DOH is using an on-line web-based billing and reporting system (CDS), and Contractor should enter billing data into the web-based system. Upon receipt, review and approval of invoice, following the end of any calendar quarter, County will reimburse Contractor for actual costs incurred for services rendered during the term of the contract through the end of the quarter just completed, provided Contractor provides DOH with documentation that is appropriate to the request for reimbursement and consistent with the cost allocation budget described in Exhibit A1 (for example, if reimbursement is for staffing costs, then appropriate documentation would be time sheets indicating hours incurred for CDBG-supported service delivery in appropriate time periods, documentation that the staff costs are reimbursable from funds provided in this agreement, and that staff costs were a line item in the budget submitted).

DOH, may, in its sole discretion, determine that the invoice documentation submitted by Contractor is too voluminous, and notify Contractor that a summary of documentation plus scanned/emailed support materials is sufficient for County review and approval. In all cases, Contractor shall make any invoice documentation records available for DOH review upon request.

The annual contracted amount is summarized as blow chart:

	FY 13-14	FY 14-15	FY 15-16	New Total
Existing GF	\$324,890.00	\$324,890.00	\$324,890.00	\$974,670.00
GF Reduction	\$ -134,755.00			
Remaining GF	\$190,135.00			
CDBG, ESG, RRH	\$315,426.00			
Contract Total	\$505,561.00	\$324,890.00	\$324,890.00	\$1,155,341.00

In no event will County reimburse Contractor for any payments exceeding the total of \$315,426 from which \$148,118 is funded through CDBG, \$108,525 is ESG, and \$58,783 is for Rapid Re-Housing.

Contractor shall submit their invoices as below:

- For General Fund: Quarterly invoices in the amount of \$47,533.75 (not to exceed total obligation of \$190,135 for the FY 13-14).
- For CDBG, ESG, and RRH: Quarterly amount for each category posted into City Data Services (CDS) data base along with all supporting documents.

All requests for reimbursement must be signed by an authorized representative of Contractor. Contractor shall certify in writing that the specific services for which reimbursement or payment is being requested have been satisfactorily completed, that the payments are proper and that all funds to be expended are on behalf of and exclusively for the activity or services described in Exhibits "A" and "A1". The County reserves the right to verify such completion prior to payment to Contractor. In no event shall the total obligation of this Agreement exceed \$1,155,341.

In the event of a questionable payment request, the County will state in writing the specific nature of its objections to Contractor's work. The County will also specify what actions or changes are necessary to make the work acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties to this Agreement shall meet to discuss such objections at the request of either party. The County shall not be obligated to make a reimburse Contractor for the service(s) in question.