

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ABODE SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Abode Services, 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 Rapid Re-Housing and Housing Support Program services in the amount of \$924,299 on January 29, 2017, for the term of November 15, 2016 through June 30, 2017 and

WHEREAS, the parties entered into subsequent amendments to the Agreement to add \$1,809,695 for a total not to exceed \$2,733,994 and extend the term by twelve months to June 30, 2018 for the continuation of services and to increase the number of families served.

WHEREAS, the parties wish to further amend the Agreement to adjust the total obligation to match the new funding allocations received from the California Department of Social Services for the California Work Opportunity and Responsibility to Kids Housing Support Program to \$4,523,453 and extending the term of the Agreement by one year to June 30, 2019.

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

1. Paragraph: 1. Exhibits and Attachments, is hereby amended as follows:

- Exhibits A – Services (Revised June 2017)
- Exhibits B – Method and Rate of Payment (Revised May 2018) **New**
- Exhibits B1 – Budget
- Exhibits B2 – Budget FY 2017-18
- Attachment I – § 504 Compliance
- Attachment P – Personally Identifiable Information Requirements for County Contractors, Sub Contractors, Vendors and Agents

2. Paragraph: 2. Services to be performed by Contractor is hereby amended as follows:
In consideration of the payments set forth in this Agreement, Exhibit B, Exhibit B1 and

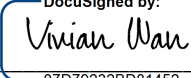
Exhibit B2, Contractor shall perform for County in accordance with the terms, conditions, and specifications set forth in the Agreement and in Exhibit A.

3. Paragraph: 3. Payments is hereby amended as follows:
In no event shall County's total fiscal obligation under this Agreement exceed FOUR MILLION FIVE HUNDRED AND TWENTY THREE THOUSAND FOUR HUNDRED AND FIFTY THREE DOLLARS (\$4,523,453).
4. Paragraph: 4. Term is hereby amended as follows:
Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 15, 2016 the June 30, 2019.
5. Exhibit B – Method and Rate of Payment is hereby replaced in its entirety with “Exhibit B – Method and Rate of Payment (Revised May 2018)”, attached hereto and incorporated by reference herein.

All other terms and conditions of the Agreement dated January 29, 2017 and subsequent Amendments between the County and Contractor shall remain in full force and effect.

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:

| | | |
|--|---|---|
| <p>DocuSigned by:  <small>07D79232BD81452</small> Contractor Signature</p> | <p>5/31/2018 6:32 PM PM Date</p> | <p>Vivian Wan COO Contractor Name (please print)</p> |
|--|---|---|

For County:

COUNTY OF SAN MATEO

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

Date: _____

ATTEST: _____

By: _____
Clerk of Said Board

Exhibit B (Revised May 2018)
Method and Rate of Payments
Abode Services
Housing Support Program Rapid Re-Housing Services

In consideration of the services provided by Contractor and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms.

A. General Payment Terms:

a. Availability of Funding:

County may terminate this Agreement in whole or a portion of services based upon availability of federal, state or County funds by providing a thirty (30) day written notice to Contractor.

b. Quality of Work:

In addition, County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within 15 days of receipt of statement and plan to confirm what steps will be taken to correct performance.

c. Payments:

Line items costs in Exhibit B1 and Exhibit B2, may be adjusted, including across fiscal years, to meet services goals as agreed upon by both parties and approved by County in writing so long as it does not exceed the total Agreement obligation.

d. Right of County to Request Additional Services:

County may request additional related services under this Agreement and adjust costs for the programs described within this Agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total Agreement obligation and is not restricted by any grant or specific funding agreements.

B. Program Budget Overview

| Abode RRH Program Budget Overview | |
|--|--------------------|
| <i>Fiscal Year</i> | <i>Amount</i> |
| 2016-17 | \$924,299 |
| 2017-18 | \$2,499,238 |
| 2018-19 | \$1,099,916 |
| Totals | \$4,523,453 |

C. Funding

Total funding for FY 2016-2017 is \$924,299. Total funding for FY 2017-18 is \$2,499,238 and the initial funding for FY 2018-19 is \$1,099,916. The total agreement amount is \$4,523,453. Per section A, paragraph a. of Exhibit B, this funding is subject to availability of federal, state or County funds.

D. Invoices

Contractor shall invoice County for operation expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the budget in Exhibit B1 and B2 less startup expenses. The final invoice for each Fiscal Year will be submitted by June 20th due to fiscal year end processing. Invoices are to be submitted to:

Jennifer Rogers
County of San Mateo
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
jrogers@smcgov.org

E. Method and Rate of Payments

County shall pay Contractor upon receipt and approval of required monthly reports and itemized invoices. Contractor will supply supporting documents for reimbursement by the 20th of the month for the prior month.

County reserves the right to withhold payment if quarterly and annual reports are not submitted within the designated reporting periods, per Exhibit A. Should County withhold payment for unacceptable work, the County will notify the contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 10 business days to respond to County. In no event shall all taxes, services, and fees exceed the total amount of the Agreement obligation of **FOUR MILLION FIVE HUNDRED AND TWENTY THREE THOUSAND FOUR HUNDRED AND FIFTY THREE DOLLARS (\$4,523,453)**.

(End of Exhibit B)