

**AMENDMENT TO AGREEMENT**

**BETWEEN THE COUNTY OF SAN MATEO AND COMMUNITY OVERCOMING  
RELATIONSHIP ABUSE**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Community Overcoming Relationship Abuse, 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; and

WHEREAS, on April 25, 2017, the parties entered into an agreement (the "Agreement") for the provision of emergency shelter-based services for victims and survivors of domestic violence and their children for the term of July 1, 2017 through June 30, 2019 in a total amount not to exceed \$180,000; and

WHEREAS, the parties now wish to amend the Agreement to extend the term through June 30, 2021 and increase the amount by \$180,000 for a new total amount not to exceed \$360,000.

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

**1. Paragraph 1. Exhibits and Attachments of the Agreement is hereby amended as follows:**

Exhibit A - Services

**Exhibit B - Payments and Rates (revised June 2019) - New**

**Exhibit C - Monitoring (revised June 2019) - New**

Exhibit D – Child Abuse Prevention and Reporting

Attachment A – Fingerprinting Certification  
Attachment I - § 504 Compliance  
Attachment P - Personally Identifiable Information

2. **Paragraph 3. Payments of the Agreement is hereby amended to read as follows:**  
In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B (revised April 2019). County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this agreement exceed **THREE HUNDRED SIXTY THOUSAND DOLLARS (\$360,000)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.
3. **Paragraph 4. Term of the Agreement is hereby amended read as follows:**  
Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through **June 30, 2021**.
4. **Exhibit B – Payments and Rates (revised June 2019) – replaces the original Exhibit B in its entirety and is attached hereto.**
5. **Exhibit C – Monitoring Requirements (revised June 2019) – replaces the original Exhibit C in its entirety and is attached hereto.**
6. **All other terms and conditions of the Agreement dated April 25, 2017 between County and Contractor shall remain in full force and effect.**

In witness of and in agreement with this terms of this amendment to the Agreement, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: COMMUNITY OVERCOMING RELATIONSHIP ABUSE

DocuSigned by: <i>Colsaria Henderson</i>	5/20/2019   11:42 AM PDT	Colsaria Henderson
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**EXHIBIT B - PAYMENT TERMS & RATES (revised June 2019)**

In consideration of the services provided by Contractor in Exhibit "A". County shall pay Contractor based on the following fee schedule. County shall pay Contractor \$22,500 on a quarterly basis upon receipt and approval of Contractor's invoices by the Director of Human Services or her designee. Quarterly invoices are due on the following dates:

FY 2019-20	October 16, 2019	FY 2020-21	October 15, 2020
	January 16, 2020		January 15, 2021
	April 16, 2020		April 15, 2021
	June 30, 2020		June 30, 2021

**The Human Services Agency will pay up to \$90,000 per year, based on actual receipts received from the Marriage License Trust Fund.** Payments will be made to Contractor no later than thirty (30) working days after receipt of Contractor's invoice. In any event, the total Agreement amount will not exceed \$360,000 for the term of the Agreement.

Invoices shall be sent to:

Selina Toy Lee, Director, Collaborative Community Outcomes  
San Mateo County Human Services Agency  
1 Davis Drive  
Belmont, CA 94002

County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A. County will consider Contractor's performance as being acceptable for the purposes of full payment, and Contractor will not be financially penalized for providing fewer units of service than set forth in the Exhibit(s) to this Agreement unless performance is below 90% of the contracted number of units set forth in Exhibit A – Key Deliverables/Outcomes.

County will give thirty (30) working days prior written notice to Contractor of County's intent to withhold payment.

If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) working days waiting period, upon County's written notice with justification to Contractor.

**Exhibit C - MONITORING REQUIREMENTS (revised June 2019)**

Contractor will be responsible for submitting quarterly activity reports and brief narratives utilizing the format provided by the Human Services Agency. Quarterly activity reports and brief narratives will show the program's performance and outcomes, as stated in Exhibit A.

Reports will be submitted to:

Selina Toy Lee, Director, Collaborative Community Outcomes  
San Mateo County Human Services Agency  
1 Davis Drive  
Belmont, CA 94002

Quarterly Activity Reports and Brief Narratives are due on:

FY 2019-20	October 16, 2019	FY 2020-21	October 15, 2020
	January 16, 2020		January 15, 2021
	April 16, 2020		April 15, 2021
	July 31, 2020		July 31, 2021

Contractor will submit to Selina Toy Lee, Director, a year-end report consisting of an annual budget showing planned and actual program costs and a roster of CORA's Board of Directors and meeting dates. The year-end report is due on July 31, 2020 and July 31, 2021. Contractor may also be requested to submit a current copy of a financial audit to Human Services Agency.

Site visit will be conducted at least once during the term of the Agreement to review all aspects of program operations. Site visit may include a review of Contractor's programmatic and fiscal documentation related to required reports, as well as Board meeting minutes. These site visits will be arranged with the Executive Director and Contractor Monitor.