

**AMENDMENT SIX 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 (the "Agreement") 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 executed subsequent amendments to the Agreement to add \$3,599,154 in funding and extend its term by two years to June 30, 2019 in order to increase the number of families served; and

WHEREAS, on March 12, 2019, by Resolution No. 076482, the parties amended the Agreement to increase the total contract amount by \$1,017,422 for a new total obligation not to exceed \$5,540,875 to match the additional funding allocation received for FY 2018-19 from the California Department of Social Services for the California Work Opportunity and Responsibility to Kids Housing Support Program; and

WHEREAS, on June 24, 2019, the parties amended the Agreement to extend its term through June 30, 2020; and

WHEREAS, the parties now wish to further amend the Agreement to increase the total contract amount by \$2,268,000 for a new total obligation not to exceed \$7,808,875 to match the additional funding allocation received for FY 2019-20 from the California Department of Social Services for the California Work Opportunity and Responsibility to Kids Housing Support Program.

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

1. Section 1. Exhibits and Attachments of the Agreement is amended to read as follows:

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

Exhibit A – Program/Project Description (Revised November 2017)

Exhibit B – Method and Rate of Payment (Revised May 2018)

Exhibit B1 – Budget

Exhibit B2 – Budget (FY 2017-18)

Exhibit B3 – Budget (FY 2018-19)

Exhibit B4 – Budget (FY 2019-20)

Attachment I – 504 Compliance

Attachment P – Personally Identifiable Information Requirements

2. Section 4. Payments of the Agreement is amended 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 Exhibits A and C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, B1 and B2. 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 **SEVEN MILLION EIGHT HUNDRED EIGHT THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$7,808,875)**.

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of the Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or granted.

Contractor will submit invoices and monthly program reports to the Human Services Agency by the twentieth (20th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the County's approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from County, Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June of each year of the contract will be due by July 7 of that year to facilitate timely payment.

3. Section 5. Term and Termination of the Agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 15, 2016 through June 30, 2020.

- A. This Agreement may be terminated by Contractor, the Director of Human Services Agency or designee at any time without requirement of good cause upon thirty (30) days written notice to the other party (the “Notice of Termination”). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.

4. **Exhibit A – Program/Project Description** paragraph C. Performance Measure is hereby amended to include FY 2019-20 and read as follows:

Measure	FY 2019-20 Target
Number of households served (referred to or enrolled in program).	46
Percentage of families enrolled that exit into permanent housing.	75%

5. **Exhibit B – Method and Rate of Payment (Revised May 2018)** is replaced in its entirety with **Exhibit B – Method and Rate of Payment (Revised January 2020)**.
6. **Exhibit B4 – Budget (FY 2019-20)** is hereby attached and incorporated herein.
7. **All other terms and conditions of the Agreement and subsequent amendments between County and Contractor shall remain in full force and effect.**

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

For Contractor: **Abode Services**

DocuSigned by:
Louis Chicoine
E619ABD894F94F9...

3/20/2020 | 10:37 AM PDT Louis Chicoine

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit B – Method and Rate of Payment (Revised January 2020)
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 determines 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 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. 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, B2, B3, and B4 less startup expenses. The final invoice for each fiscal year for June services will be submitted by July 5th 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

C. 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, except for the final invoice of each fiscal year as stated above.

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, County will notify Contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 10 business days to respond to County.

(End of Exhibit B)