

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
AIDS COMMUNITY RESEARCH CONSORTIUM**

THIS AMENDMENT TO THE AGREEMENT, entered into this 8 day of June, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and AIDS Community Research Consortium, 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 the purpose of providing a food service program for clients of the STD/HIV Program services on May 5, 2020; and

WHEREAS, the parties wish to amend the Agreement to increase the payment amount by \$600,000 to \$1,050,000.

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

1. Section 3 - 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 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. 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 ONE MILLION AND FIFTY THOUSAND DOLLARS (\$1,050,000). 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 or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Original Exhibit B is replaced with Revised Exhibit B1, (rev. June 2021).
3. **All other terms and conditions of the agreement dated May 5, 2020, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: AIDS Community Research Consortium

Gregory W. Edwards
Contractor Signature

May 13, 2021
Date

Gregory W. Edwards, EdD
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

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit monthly invoices for services provided to the STD/HIV Program by the tenth (10th) day following the end of the invoiced month. Invoices for the end of a funding or fiscal cycle will be due July 1st. Invoices shall reflect actual services provided as demonstrated by contract deliverables provided and entered into the ARIES system.

Payments will be made to the fiscal sponsor San Francisco Study Center.

The total amount to be paid for each fiscal year of March 1 to February 28 from March 1, 2020 through February 28, 2023 shall be dependent on Ryan White Part A funding for that period.

The total amount to be paid for the period of March 1, 2020 through February 28, 2023 shall not exceed ONE MILLION AND FIFTY THOUSAND DOLLARS \$1,050,000.