

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO
AND
SHELTER NETWORK**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and 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 Case Management services on August 25, 2008; and

WHEREAS, the parties wish to amend the Agreement to continue Case Management services by adding funding for FY 2009-10 and extending the term to June 30, 2010 .

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

1. Section 2 of the Agreement is amended to read as follows:

Contract Term – The term of this Agreement shall be from August 1, 2008 to June 30, 2010 unless terminated earlier by the County.

2. Section 3 of the Agreement is amended to read as follows:

1. **Payments** - In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A1", County shall make payment to Contractor in the manner specified herein and in Exhibit "B1". 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. 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 total payment for services under this Agreement exceed One Hundred Fifty Seven Thousand Nine Hundred Seventeen Dollars, \$(157,917.00).

3. Original Exhibit B is replaced with Revised Exhibit B1, (rev. [April 21, 2009]).

See Attached.

4. **All other terms and conditions of the Agreement dated August 25, 2008, 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: _____
Mark Church, President, Board of Supervisors,
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SHELTER NETWORK
Michele Jackson, Executive Director
1450 Chapin Avenue, 2nd Floor
Burlingame, CA 94010

Contractor's Signature

Date: _____

Exhibit B1
Method and Rate of Payment

Shelter Network Outreach Case Management Services
August 1, 2008 through June 30, 2010

In consideration of the services provided by Contractor in Exhibit "A1", County shall pay Contractor based on the following quarterly schedule for the FY 2009-10:

September 2009	\$20,000
December 2009	\$20,000
March 2010	\$20,000
June 2010	<u>\$20,000</u>
Total	\$80,000

Contractor shall submit quarterly invoices in the amount of \$20,000 to the County for payment. The maximum amount payable under the Agreement is \$157,917 (Fiscal Year 2008-09, \$77,917.00 and for Fiscal Year 2009-10, \$80,000).

Contractor shall submit all quarterly invoices and reports to: County of San Mateo Human Services Agency (HSA) Attn: Ali Shirkhani – 262 Harbor Blvd. Bldg. A – Belmont, CA 94002. Phone (650) 802-7675.

All billing shall be certified for payment by the County unless the Director of HSA objects to the adequacy of the services rendered by Contractor or the amount of billing. The County shall state the specific nature of its objections to the Contractor's services in writing. County shall also specify what actions or changes are necessary to make the services acceptable. Contractor shall respond to County within 15 days of receipt of such objections. The parties of this Agreement shall meet to discuss such objections at the request of either party.