

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

THIS FIRST AMENDMENT is entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and SHELTER NETWORK, hereinafter called "Contractor";

WITNESSETH:

WHEREAS, on February 10, 2009, the parties hereto under Agreement 61000-09-C215 entered into an agreement, (the "Original Agreement"), for the furnishing of shelter to qualifying offenders by Shelter Network to County as set forth in that Agreement; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Original Agreement to increase funding effective January 1, 2009, in the amount of \$72,500, for a new maximum obligation of \$125,000, and to extend the term to January 1, 2009 through June 30, 2010.

NOW, THEREFORE, the Original Agreement is hereby amended to read as follows:

1. Section 3.A. Payments is hereby amended and restated in its entirety to read as follows:

3. Payments

A. Maximum Amount

In full consideration of Contractor's performance of the services described in the Attachments herein, the amount that County shall pay for services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$125,000), for the contract term.

2. Exhibit A – Description of Services is hereby deleted in its entirety and replaced with Exhibit A1, attached hereto.
3. Exhibit B – Rates of Payment and Payments, is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES THAT:

1. The Original Agreement between the parties dated February 10, 2009, is amended as set forth herein.
2. This First Amendment is hereby incorporated and made a part of the Original Agreement and subject to all provisions therein.
3. All provisions of the Original Agreement, as amended, unless expressly deleted, modified, or otherwise superseded in this First Amendment shall continue to be binding on all parties hereto.

This First Amendment, including any exhibits and attachments hereto, constitutes the entire understanding of the parties hereto with respect to the amendment to the parties' Original Agreement dated February 10, 2009, and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties concerning the amendment to the Original Agreement that are not expressly stated in this document are not binding. All subsequent modifications to this First Amendment shall not be effective unless set forth in a writing executed by both parties.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands to this First Amendment.

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SHELTER NETWORK

Michelle Jackson, Executive Director

Signature

Date: _____

EXHIBIT A1 – DESCRIPTION OF SERVICES **SHELTER NETWORK**

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein.

I. Services

Contractor will provide the following alcohol and drug treatment and recovery services:

A. SACPA/OTP Funded Services

Contractor will provide alcohol and drug treatment and recovery services as follows:

1. Fee for Service Shelter beds will be made available for homeless SACPA/ OTP clients who are concurrently active in substance abuse treatment. Clients who are not enrolled in a treatment program for services are ineligible for a shelter bed.
2. Shelter Network will coordinate and communicate with the client and treatment provider to assure coordinated case planning, care, and treatment discharge planning prior to completion of treatment. Immediate discharges for health and safety issues are excluded.
3. Shelter Network shall notify AOD of unplanned discharges immediately.
4. Services will include all standard shelter case management services. Shelter Network will coordinate case planning and linkages with treatment provider.
5. Clients receiving narcotic replacement therapy (NRT) will be assisted in daily dosing through the provision of transportation.

B. AOD Housing Subsidy Services For Homeless Clients

Contractor will provide alcohol and drug treatment and recovery services as follows:

1. Assess clients need and suitability for AOD housing subsidy and case management services.
2. Determine client/tenant history, self care abilities, financial management skills, and socialization skills.
3. Develop, with client input, a financial case plan for the use of housing subsidy funds and eventual self-sufficiency. The plan must be signed by the client, recorded on AOD Housing Subsidy Utilization Plan form, and shall be transmitted to AOD.
4. Meet with each client on a monthly basis to review progress towards goals; assure compliance with their housing maintenance plan, and facilitate needed case management assistance. Coordinate all necessary referrals and verify follow through by client.

5. Work closely with AOD to monitor progress and be an active participant in continued program development.

Permanently disabled clients with addiction issues must be referred to Shelter Plus Care prior to considering utilization of this funding source.

C. Housing Subsidy for AOD Authorized Clients

1. Homeless clients referred by treatment providers will be case managed by their treatment provider.
2. Referring treatment provider will submit subsidy requests to AOD for approval.
3. Upon authorization, Contractor will provide fiscal support by issuing approved rent subsidy check directly to the landlord.

EXHIBIT B
Payment and Monitoring Procedures
SHELTER NETWORK

I. PAYMENTS AND RATES OF PAYMENTS

In full consideration of the services provided by Contractor, the total amount for community-based partnership services contained in Exhibit A1 is ONE HUNDRED TWENTY- FIVE THOUSAND DOLLARS (\$125,000) for the contract term.

All payments under this Agreement must directly support services specified in this Agreement. From the aggregate funds, the County shall pay Contractor at the following rates:

- A. SACPA/OTP Funded Services
\$50.00 per day bed rate for a total amount not to exceed \$30,000 during the term of this Agreement.
- B. Housing Subsidy Funds
Assist homeless clients with alcohol and drug issues to obtain housing. Reimbursable expenses shall not exceed \$75,000 during the term of this Agreement. Administrative overhead for assistance to obtain housing is limited to a maximum of 3% of the overall amount (or, \$2,250).
- C. Case Management Funds
Case management will be provided by Shelter Network and is reimbursable at a maximum of \$35 per hour, including mileage, and any other costs.
- D. Contractor's Billing
Contractor will submit itemized bills and invoices statements by the tenth (10th) day of the month following the month during which services were provided. Bills and invoices will be submitted to the Alcohol and Drug Services office for approval and processing for payment. Billing for SACPA/OTP clients shall include:
 - 1. Name and date of birth of client receiving SACPA/OTP funded services.
 - 2. Treatment provider name.
 - 3. Date(s) that services were provided.
 - 4. Total amount billed per month.
- E. Housing Subsidy
Billing for Housing Subsidy clients shall include:
 - 1. Name and date of birth of consumer receiving subsidy, subsidy agreement/monthly record and requested amount. Identify the client payment, the subsidy payment and the total amount expected to be paid out over the subsidized period.

2. Monthly/Quarterly reporting of clients served, cost per client and whether clients are housed or un-housed.
3. Total amount requested for subsidy.
4. Quarterly amount requested for Administrative costs.
5. Total amount billed per month.

Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.

**Attachment J
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Shelter Network	Phone:	(650)685-5880
Contact Person:	Michele Jackson, Executive Director	Fax:	
Address:	1450 Chapin Avenue, 2nd Floor Burlingame, CA 94010		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on ___ (date) and expires on ___ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title