AMENDMENT TO AGREEMENT

BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES

THIS AMENDMENT TO THE AGREEMENT ("First Amendment"), entered into this

date _____, by and between the COUNTY OF SAN MATEO, hereinafter called

"County," and Abode Services, hereinafter called "Contractor";

$\underline{W I T N E S S E T H}$:

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, on June 30, 2020, the parties entered into an agreement ("the Agreement") for the term of July 1, 2020, through June 30, 2023, for a total obligation amount not to exceed \$4,070,914.08 for the purpose of providing Rapid Re-Housing and Housing Disability Advocacy Program services; and

WHEREAS, the parties wish to amend the Agreement to increase funding by \$1,258,325.69 for a new total obligation amount not to exceed \$5,329,239.77 with the term remaining July 1, 2020, through June 30, 2023, for Rapid Re-Housing homeless services and Housing Disability Advocacy Program services.

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

1. <u>Section 3 – Payments</u> 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.

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 **FIVE MILLION THREE HUNDRED TWENTY-NINE THOUSAND TWO HUNDRED THIRTY-NINE DOLLARS AND SEVENTY-SEVEN CENTS (\$5,329,239.77)**. 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.

2. Exhibit B – Payments and Rates, Paragraph B. Program Budget Overview Table for FY 2021-22 and FY 2022-23 is hereby amended to read as follows:

Fiscal Year	Amount for General RRH program	Amount for HDAP	Total
2021-22	\$1,294,589.52	\$609,744.00	\$1,904,333.52
2022-23	\$1,333,427.21	\$609,744.00	\$1,943,171.21

3. <u>Exhibit C - Performance Reporting and Monitoring, Paragraph A. Performance Measures</u> items 1, 3, and 4 are hereby amended to read as follows:

1	Percentage of households that move into housing within 90 days of program enrollment	75%
3	Percentage of households housed who maintain housing and <u>do not</u> become homeless within 12 months of securing permanent housing.	85%
4	RRH households served	70

- 4. <u>Exhibit C Performance Reporting and Monitoring, Paragraph b. Quarterly Reports by</u> <u>Program is hereby amended to read as follows:</u>
 - b. Quarterly Reports by Program
 - i. Performance measure report (results for performance measures listed in section C.) including data for the most recent quarter and fiscal year to date.
 - ii. HMIS Annual Performance Report (APR)
 - iii. Average number of days from CES referral to housing

- iv. Average duration of financial assistance and average total financial assistance per household
- v. Narrative describing trends, successes, challenges during the month
- vi. Budget projecting subsidy schedule for clients over the entire fiscal year
- 5. All other terms and conditions of the agreement dated June 30, 2020, between the County and Contractor shall remain in full force and effect.

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

For Contractor: ABODE SERVICES

Vivian Wan 07D79232BD81452	5/15/2022 10:43 AM PDT	Vivian Wan
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