

**AMENDMENT TO AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO AND
THE MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY**

THIS AMENDMENT TO THE AGREEMENT, entered into this 28th day of March, 2017, by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN MATEO, hereinafter called "HACSM," and the MENTAL HEALTH ASSOCIATION OF SAN MATEO COUNTY (MHA), hereinafter called "Provider";

W I T N E S S E T H:

WHEREAS, the parties entered into an Agreement for Permanent Supportive Housing case management services (the "Agreement") on December 8, 2015; and

WHEREAS, the term of the Agreement is from December 8, 2015 for an amount not to exceed \$120,000; and

WHEREAS, the parties now wish to amend the Agreement to extend its term through December 31, 2018 and increase its total amount by \$130,000 to an amount not to exceed \$250,000.

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 Provider in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, HACSM shall make payment to Provider based on the rates and in the manner specified in Exhibit B. HACSM reserves the right to withhold payment if HACSM determines that the quantity or quality of the work performed is unacceptable. In no event shall HACSM's total fiscal obligation under this Agreement exceed Two Hundred Fifty Thousand and no/100 dollars (\$250,000).

2. Section 4 – 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 extended through December 31, 2018.

This Agreement may be terminated by Provider, the HACSM Executive Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Provider under this Agreement shall become the property of the HACSM and shall be promptly delivered to HACSM. Upon termination, Provider may make and retain a copy of such materials. Subject to availability of funding, Provider shall be entitled to receive payment for services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the services completed to the services required by the Agreement.

3. **Add to Exhibit A, as the first sentence of the first paragraph:** In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services for up to sixty (60) Permanent Supportive Housing (SP16 and SP17) program participants.
4. **Add to Exhibit B the attached Supportive Services Budget for SP16 and SP17.**
5. All other terms and conditions of the Agreement shall remain in full force and effect.
6. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein 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 not expressly stated in this document are not binding. All subsequent modifications of this amendment or the Agreement shall not be effective unless set forth in writing and executed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement between the Housing Authority of the County of San Mateo and the Mental Health Association of San Mateo County effective as of the date first written above.

HACSM:

The Housing Authority of the County of San Mateo

By: _____

Date: _____

Name: Ken Cole

Title: Director

PROVIDER:

The Mental Health Association of San Mateo County

By: _____

Date: _____

Name: Melissa Platte

Title: Executive Director